

Service Provider Agreement

These terms and conditions (**Agreement**) constitute a legal agreement between you, an independent provider of beauty, wellness and/or other personal care services (**Service Provider**), and Luxit Pty Limited ACN 607 392 843 (**Luxit** or **Company**). Upon your execution of this, you and the Company shall be bound by the terms and conditions set out in this Agreement.

Recitals

- A. Luxit is engaged in the business of providing lead generation to the Service Provider comprised of requests for beauty, wellness or other personal care services (or any services similar to those services) (**Personal Services**) made by individuals (**Clients**) using Luxit's mobile application (**Software**). Luxit provides a platform for Clients to connect with independent Service Providers.
- B. Luxit does not provide Personal Services. The Company's business is solely limited to providing Service Providers with access to the lead generation service provided by the Software, for which the Company charges a fee (**Service**).
- C. You are an independent service provider who offers the Personal Services, which business you are authorised to conduct in the jurisdiction(s) in which you operate. In this Agreement, "you" shall include your employees, subcontractors, agents and representatives, all of which shall be bound by the terms of this Agreement as if they were a party to it.
- D. You are the owner or lessee, or are otherwise in lawful possession of equipment suitable for performing the Personal Services contemplated by this Agreement, which equipment complies with all applicable national, state and local laws.
- E. You desire to enter into this Agreement as a Service Provider for the purpose of receiving the Service from the Company.
- F. The Company and you (collectively **Parties**) agree as follows:

TERMS

- 1. **Service Arrangement**
 - 1.1 This Agreement shall give you the right to accept requests to perform on-demand Personal Services (**Requests**) received by you through the Software, for which you shall be paid a Service Fee (as described more fully in clause 4 below). Each request that you accept shall constitute a separate contractual engagement.
 - 1.2 The Company will offer the Service to you during those times you choose to be available to receive the Requests. You shall have no obligation to use the Service at any specific time or for any specific duration. You shall have complete discretion to determine when you will be available to receive the Requests. If, however, you agree to be available to receive the Requests, you must abide by the terms of this Agreement.
 - 1.3 You shall be entitled to accept, reject and select among the Requests received through the Service. You shall have no obligation to the Company to accept any Request. If you accept a Request, then following such acceptance, you must perform the Request in accordance with the Client's specifications. Failure to provide promised services on an accepted Request shall constitute a material breach of this Agreement, and may subject you to damages.
 - 1.4 If you provide a Personal Service other than the Personal Service specified in a Request, you must notify the Company immediately. You acknowledge that any additional services (other than

the Personal Services specified in the Request) will be subject to the Service Fee contemplated in clause 4 below.

- 1.5 Nothing in this Agreement shall be constructed as a guarantee that you shall be offered any particular number of Requests during any particular time period.

2. Performance of Personal Services

- 2.1 You agree to fully perform all Requests accepted by you, at your own cost, in accordance with the job parameters and other specifications established by the Client. Full performance of a Request shall typically include, but is not limited to:

- (a) notification to the Client of arrival at the location specified by the Client using Luxit's mobile application;
- (b) waiting at least 10 minutes for a Client to provide you access to the designated location;
- (c) performance of the Personal Services in a diligent and professional manner and in accordance with sound and generally accepted business practice for the Request, including complying with any reasonable requests from the Client in relation to the Personal Services; and
- (d) timely submission to all necessary documentation required by the Company.

Failure to comply with this clause shall constitute a material breach of this Agreement.

- 2.2 The Company shall have no right to require you to display Luxit's name, logo or colours on your equipment or to require that you wear a uniform or any other clothing displaying Luxit's name, logo or colours.
- 2.3 The Company shall have no right to, and shall not, control the manner or prescribe the method you use to perform accepted Requests, subject to the terms of this Agreement. You shall be solely responsible for determining the most effective, efficient and safe manner to perform the services relating to each Request, subject to the terms of this Agreement and the applicable Client specifications. The Parties acknowledge that any provisions of this Agreement reserving certain authority in the Company have been inserted solely to achieve compliance with applicable laws, rules and interpretations.
- 2.4 You represent and warrant that you are an independent contractor engaged in the independent business of providing the Personal Services described in this Agreement and further represent and warrant that, as at the date of this Agreement, you, the personnel (including any employee, agent and/or subcontractor you assign to perform the Personal Services under this Agreement) and the equipment you use in performing the Personal Services pursuant to this Agreement possess (or will at the time of performing the Personal Services contemplated by this Agreement possess) all licences, permits, qualifications and other legal prerequisites and skills (**Qualifications**) that meet all applicable industry and regulatory standards and are otherwise reasonably considered necessary to perform the Personal Services set out in the Request in the manner contemplated by this Agreement and as required by the jurisdiction(s) in which you operate. To ensure your compliance with all legal requirements, you must provide written copies of all such Qualifications to the Company prior to the date of execution of this Agreement. Thereafter, you must submit to the Company current copies of such Qualifications, as they are renewed and updated. The Company shall, upon request, be entitled to review such Qualifications from time to time. Failure to maintain current and appropriate Qualifications, or failure to comply with any other provision of this paragraph, shall constitute a material breach of this Agreement

- 2.5 To the extent you use employees, agents and/or subcontractors to perform any of the Personal Services contemplated by this Agreement:
- (a) you will be responsible and liable for the conduct of all such persons and must ensure that each such employee, agent and/or subcontractor (as applicable) complies with any obligation imposed on you under this Agreement; and
 - (b) every provision of this Agreement applies to each such employee, agent and/or subcontractor (as applicable) as if that person was the Service Provider; and
 - (c) you will be liable for any breach of this Agreement by any such employee, agent and/or subcontractor (as applicable) as if they were a party to this Agreement.
- 2.6 The Parties recognise that both you and the Company are, or may be, engaged in similar agreements with others. Nothing in this Agreement shall preclude the Company from doing business with other independent Personal Service providers, nor preclude you from entering into contracts similar to this Agreement with other lead generation providers. The Company neither has nor reserves the right to restrict you from performing other Personal Services for any company, business or individual, or from being engaged in any other occupation or business. However, during the time you are actively signed into the Software, you shall perform Personal Services only for Requests received by you through the Software. Additionally, during the time you are actively signed into the Software, you shall not display on your clothes or equipment any removable insignia provided by third party Personal Services or comparable providers, other lead generation providers, or similar. You understand that you shall not during the term of this Agreement use your relationship with the Company (or the information gained therefrom) to divert or attempt to divert, any business from the Company to a company that provides lead generation services in competition with the Company.
- 2.7 You agree to faithfully and diligently devote your best efforts, skills and abilities to comply with the job parameters and Client specifications relating to any Request accepted by you.
- 2.8 You must promptly inform the Company in writing if you become aware of any:
- (a) claim that is made or threatened against you or the Company;
 - (b) breach of any law in respect of your conduct; and/or
 - (c) change to your details (including but not limited to name, address or Qualifications).

3. Service Provider's Equipment

- 3.1 You agree that you shall maintain equipment used in providing the Personal Services under this Agreement in good operating condition, such that it complies with all applicable industry and regulatory standards, including safety standards. Any intentional misrepresentation regarding the nature or condition of your equipment shall be deemed a material breach of this Agreement.
- 3.2 Subject only to requirements imposed by law, Request parameters, Client specifications, and/or as otherwise set out in this Agreement you shall direct in all aspects the operation of the equipment used in the performance of this Agreement and shall exercise full discretion and judgment as an independent business in determining the means, and methods of performance of the Personal Services under this Agreement.
- 3.3 Except as specifically set forth in this Agreement, you are solely responsible for all costs and expenses relating to your personnel and equipment in performing Personal Services under this Agreement, including, but not limited to, costs of wages, Qualifications, licensing, insurance coverage and any fees, Taxes or other costs relating to your business, personnel, equipment.

- 3.4 In this Agreement, **Tax** means a tax, levy, impost, charge, fee, deduction, withholding or duty of any nature including, without limitation, any goods or services tax (including GST), value added tax, or consumption tax, which is imposed or collected by a governmental agency, except where the context requires otherwise. This includes but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed in addition to these amounts.
- 3.5 You are not required to purchase, lease or rent any products, equipment or services from the Company as a condition of entering into this Agreement.

4. Service Fees

- 4.1 In exchange for accepting and fully performing a Request, you shall be paid an agreed Service Fee for your completion of that Request. Unless otherwise negotiated at the time the Request is received by you, the Parties agree that you shall be paid a Service Fee at the pre-arranged rates for each Request performed, which shall be set out in a Service Fee Schedule. You acknowledge that the applicable Service Fee Schedule was provided to you in advance of your execution of this Agreement. The Service Fee Schedule shall be made available upon request. Before any change to the rates set out in the Service Fee Schedule may become effective, the Company shall provide notice of such change(s) to you via email, your mobile application or other written means. You acknowledge that the Service Fee Schedule (as amended from time to time in accordance with this Agreement) forms part of this Agreement.
- 4.2 Regardless of the pre-arranged Service Fee, you shall always have the right to refuse any Request without penalty.
- 4.3 Similarly, you and the Company shall always have the right to negotiate a Service Fee different from the pre-arranged fee. The purpose of the pre-arranged Service Fee is only to act as the default fee in the event neither party negotiates a different amount.
- 4.4 You acknowledge that there is no tipping for any Personal Services that you provide pursuant to the receipt of a Request.
- 4.5 The Company shall electronically remit payment of Service Fees to you consistent with Company's payment practices for Service Providers, as set out in the Service Fee Schedule.
- 4.6 In the event the Client cancels a Request after you arrive at the designated location or does not provide you access to the designated location after you have waited at least 10 minutes, the Company agrees to pay you a cancellation fee. The amount of the cancellation fee will be as specified in the Service Fee Schedule.

5. Luxit's Fee

In exchange for your access to and use of the Software and Service, including the right to receive the Requests, you agree to pay to the Company a fee for each Request accepted as indicated in the Service Fee Schedule.

6. Service Provider Quality Framework

For quality assurance purposes, the Company has access to Luxit's rating system designed to determine the level of service provided by the Service Providers contracting with the Company through Client feedback. The star rating system is similar to the rating systems used by 'Eatability' or 'TripAdvisor', as it is based on a continuously growing collection of reviews submitted by Clients. The Company uses the rating system to determine the highest quality Service Providers available when forwarding the Requests. Service Providers with low ratings may be limited in their right to accept Requests.

7. Insurance

- 7.1 As an express condition of doing business with the Company, and at your sole expense, you agree to maintain current during the life of this Agreement, all necessary insurances in respect of your business, equipment and the Personal Services provided by you, of the types and amounts that are adequate for your business (including agents and subcontractors), and consistent with standard industry practice. You acknowledge that it is your responsibility, prior to your commencement of providing Personal Services under this Agreement to:
- (a) inform your insurer of the Personal Services you will provide under this Agreement; and
 - (b) ensure that your insurance policy provides coverage for the service you provide under this Agreement. If you have any questions or concerns about the scope or applicability of your insurance coverage, it is your responsibility, not the Company's, to resolve them. You acknowledge that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this Agreement and shall result in the immediate suspension of your rights under this Agreement and the loss of your right to receive Requests under this Agreement.
- 7.2 To perform Personal Services under this Agreement, you must maintain appropriate insurance with coverage of at least the minimum coverage required by applicable laws.
- 7.3 You agree to provide proof of such insurance coverage by delivering to the Company, before you perform Personal Services under this Agreement, current certificates of insurance. To ensure public safety, you further agree to provide updated certificates each time you purchase, renew or alter your insurance coverage. Furthermore, you must provide the Company with written notice at least thirty (30) days prior to cancellation of any insurance policy required under this Agreement. The Company shall have no right to control your selection or maintenance of your policy.

8. Service Provider Personnel

- 8.1 You shall furnish at your own discretion, selection, and expense any personnel required or incidental to the performance of the Personal Services contemplated by the performance of this Agreement. You shall be solely responsible for the direction and control of your employees, agents and subcontractors, if any, performing labour pursuant to this Agreement, including their selection, hiring, termination, supervision, assignment, and direction, the setting of wages, hours and working conditions, and addressing their grievances. You shall determine the method, means and manner of the performance of the work of your employee's agents and subcontractors.
- 8.2 You assume full and sole responsibility for the payment of all wages, benefits and expenses of your employees, agents, or subcontractors, if any, and for all state and national income tax withholdings, insurance as to you and all persons employed by you in the performance of services under this Agreement, and you shall be responsible for meeting and fulfilling the requirements of all regulations prescribed by law. You acknowledge and agree that the Company shall not be responsible for the wages, benefits or expenses due your employees, agents, or subcontractors nor for income tax other payroll taxes of your employees, agents, or subcontractors.
- 8.3 The Company shall neither have, nor exercise, disciplinary authority or control over you, your employees, agents, or subcontractors, and shall have no authority to supervise or direct your employees, agents, or subcontractors in the performance of their work for the Company, and shall have no authority or right to select, approve, hire, terminate or discipline any of your employees, agents, or subcontractors.

8.4 The Company is not authorised to withhold income tax or any other Tax on behalf of you or your employee's agents, or subcontractors. If mandated by a court with proper authority and jurisdiction, the Company shall comply with the terms of a garnishment order, as required by law. The Company will comply with any and all applicable laws to report payments the Company makes to independent contractors. You will be notified of any such reports made by the Company services to be required by applicable law.

9. Taxes

You shall comply with all of your obligations under applicable laws to the extent applicable under this Agreement. You shall indemnify the Company from all Tax liabilities, duties, levies, claims and penalties that may be imposed on you or on the Company as a result of you not complying with any of your Tax obligations or other obligations under this Agreement. In particular, but without limitation to the foregoing, such taxes or duties shall include taxes, wages or other duties or withholdings arising in the event that the relationship described in this Agreement, contrary to the intention and meaning of the parties, should be held to be an employment agreement between the Company and you any government authority.

10. Intoxication

You and any personnel you assign, engage or appoint to perform the Personal Services under this Agreement are expressly prohibited from being under the influence of alcohol, drugs or other illicit substances at any time during the performance of any Personal Services under this Agreement, or interacting with a Client at any time. You acknowledge and agree that failure to comply with this clause will constitute a material breach of this Agreement.

11. Use of Software

- 11.1 You agree that you will, at your own cost, provide your own mobile telephone "smartphone" (**Device**) for the purpose of performing Personal Services in accordance with this Agreement, details of which will be provided to the Company on or before the date of this Agreement. It is your responsibility to maintain your Device in good working order and condition, including carrying out all repairs and servicing, as required. You acknowledge that the Company will not have any obligations or responsibilities in connection with the maintenance, upkeep or replacement of your Device.
- 11.2 On execution of this Agreement, the Company will provide the Service Provider with access to the Software, which may be downloaded to your Device. You must not download the Software to any other Device without the prior written consent of the Company. The Company will also issue identification and password keys (each, a **Provider ID**) to the Service Provider to enable you and your personnel to access the Service. You will ensure the security and confidentiality of each Provider ID. The Company will have the right at all times and in the Company's sole discretion, to prohibit or otherwise restrict you or any of your personnel from accessing the Service for any reason.
- 11.3 The Company's approval and authorisation of a Provider ID may be conditioned upon terms and conditions including, without limitation, a requirement that such the Service Provider and/or any applicable personnel, at their own cost and expense, undergo the Company's screening process and attend the Company's information session regarding the use of Luxit's mobile application. The Company reserves the right to withhold or revoke its approval and authorisation of the Service Provider (including any personnel) at any time, in its sole discretion.

12. Intellectual Property Ownership

- 12.1 The Parties understand that to perform the services and obligations contemplated by this Agreement, it may be necessary for the Parties to exchange certain confidential and proprietary information regarding their operations, customers/Clients and other sensitive details that the

Parties consider confidential. This confidential and proprietary information ("**Confidential Information**") includes, but is not limited to, the following:

- (a) Company's Information:
 - (i) the Service, Software and related methods, processes and technology;
 - (ii) pricing, pricing methods and billing practices;
 - (iii) marketing and financial plans;
 - (iv) letters, agreements, and other internal documents;
 - (v) financial or other information regarding the Company or its Clients that lists not been disclosed to the public; and
 - (vi) information obtained, derived or created from inspection or evaluation of the above; and
- (b) Service Provider Information:
 - (i) information regarding your customers;
 - (ii) your pricing, pricing methods and billing practices;
 - (iii) your address and contact persons;
 - (iv) your business proposals and bids and any related letters, memoranda, agreements, and other internal documents maintained in confidence;
 - (v) financial information regarding you that has not been disclosed to the public; and
 - (vi) information obtained, derived or created from inspection or evaluation of the above.

12.2 Unless otherwise required by law or upon written consent by the other party, the parties covenant and agree that they will not disclose to third parties (other than their employees and agents that have a need to know, and to the extent they have a need to know) or use for their own benefit or the benefit of my third party, any Confidential Information entrusted by the other party or its customers or Clients in the performance of this Agreement.

12.3 You acknowledge and agree that the Software, Service and all associated industrial and intellectual property rights throughout the world, including copyright, moral rights, trade marks rights to confidential information and any similar rights, data and information (**Intellectual Property Rights**) are owned by the Company and are protected by copyright, moral rights, trade mark and other laws relating to the protection of intellectual property. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Intellectual Property Rights. The Company's name, logos, and product names associated with the Service and Software are Intellectual Property Rights of the Company or third parties, and no right or license is granted to use them without the prior written consent of the Company.

13. Indemnification

The Service Provider indemnifies the Company and its subsidiaries, affiliates, officers, directors, members, employees and agents on a continuing basis against all or any actions, suits, claims, demands, losses, damages, liabilities, costs and expenses of any nature (including without limitation civil or criminal penalties to the extent permitted by law) suffered or incurred by the Company at any time actually or contingently arising directly or indirectly from:

- (a) any failure by you to comply with any provision of this Agreement;
- (b) your actions (or omissions) arising from the performance of Personal Services under this Agreement, including personal injury or death to any person (including you and/or your employees, agents or subcontractors);
- (c) Your use of the Software or Service;
- (d) any dishonest, fraudulent or negligent act or omission by you;
- (e) any failure by you to comply with applicable laws;
- (f) any liability to a third party arising because of, or contributed to or by, any act or omission by you.

14. Damage or Injury Claims

- 14.1 You shall be liable to the Client for all claims of damage and/or injury to any Client sustained in connection of any service provided by you. You agree to notify the Company of any damage or injury as soon as practicable after the damage or injury occurs. You understand that insurance may or may not provide coverage for damage or injury, or it may provide coverage for some, but not all, damage or injury.
- 14.2 You agree to fully cooperate with the Client and/or the Company to revive injury or damage claims as quickly as possible.
- 14.3 You agree that, in the event the Company is held liable for any injury or damage to any Client caused by you, the Company shall have the right to recover such amount from you. Similarly, should the Company voluntarily elect to pay any amount owed to a Client for damage or injury to a Client caused by you or for which you are responsible and/or liable, the Company shall have the same right as the Client to recover from you (i.e. the Company stands in the shoes of the Client).
- 14.4 Unless resolved informally or in small claims court, all damage or injury claims between the Company and you (including claims where the Company 'stands in the shoes of' another) shall be resolved pursuant to the Arbitration Provision set out below.

15. Relationship of Parties

The relationship between the Parties is in the nature of an independent contractor relationship only and the Parties do not intend to create, and this document does not constitute, a partnership, agency, employment or other arrangement and this document must not be construed as creating anything other than an independent contractor relationship.

16. Termination of Agreement

- 16.1 This Agreement may be terminated as follows :
- (a) at any time upon mutual written consent of the parties;
 - (b) if one party has materially breached the Agreement, upon seven (7) days' written notice to the breaching party, with such notice specifying the breach relied upon
 - (c) by either party without cause upon thirty (30) days' prior written notice to the other party; and
 - (d) the Agreement shall be automatically terminated for inactivity of more than 90 days, with the date of termination being the 90th day following the date of the last Request accepted and performed by you.
- 16.2 In addition to any other provisions of this Agreement, the following acts or occurrences shall constitute a material breach of this Agreement:
- (a) your failure to maintain Qualifications in the amounts and types required to provide the Personal Services under this Agreement;
 - (b) failure by the Company to remit to you all Service Fees due and owing within 30 days of the date of the amount became due;
 - (c) your refusal to reimburse a Client or the Company for any damage or injury caused by you;

- (d) refusal by the Company to provide documentation requested by you reasonably relating to a damage or injury claim arising under this Agreement;
- (e) your refusal to fully complete a Request after you have accepted it, without written waiver by the Client or the Company;
- (f) failure by either party to maintain all licenses and permits required by law and/or this Agreement;
- (g) assignment of the whole or part of a Request to an employee, agent, or subcontractor who does not possess the necessary Qualifications required of you under this Agreement, or enabling anyone to access the Software or Service without the Company's prior written authorisation for that person to access the Software or Service;
- (h) your loss of Qualifications required to perform the services provided by you, or your use of an employee or contractor who does not hold the requisite Qualifications or possess the necessary skills, to perform the job offered through the Service;
- (i) intentional misrepresentations by you, your employees, agents or subcontractors to a Client or the Company;
- (j) violation by either party of their obligations set out in clause 12 of this Agreement;
- (k) documented complaint by a Client that you and/or your employee or subcontractor engaged in conduct that a reasonable person would find physically threatening, reckless, highly offensive or harassing; and
- (l) you or any of your employees, agents and/or subcontractors being under the influence of alcohol, drugs or any other illicit substance while performing the Personal Services contemplated by this Agreement or interacting with any Client.

17. GST

- (a) If GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to this Agreement, the recipient must pay to the supplier an amount (**GST Amount**) equal to the GST payable on supply. The GST Amount is payable by the recipient in addition to and at the same time as the net consideration for the supply.
- (b) If a party is required to make any payment or reimbursement, that payment or reimbursement must be reduced by the amount of input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.
- (c) This clause is subject to any other specific agreement regarding the payment of GST on supplies.
- (d) In this Agreement, GST means any Tax, levy, charge or impost implemented under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (**GST Act**) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has similar effect to, the GST Act.

18. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with all applicable laws in force in New South Wales from time to time and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

19. Notice

19.1 You must at all times maintain an email address for correspondence with the Company.

19.2 Any demand, notice, consent, approval or other communication under this Agreement may be made or given by a party as follows:

- (a) the Company may give notice by means of a general notice to you through the Software, electronic mail to your nominated email address, or by written communication sent by pre-paid post to your principal place of business on record in the Company's account information; and
- (b) you may give notice to the Company (such notice shall be deemed given when received by the Company) at any time by any of the following:
 - (i) by post to the Company's registered office; or
 - (ii) by email to hello@luxit.me.

19.3 A notice or other communication is regarded as being given by the sender and received by the addressee:

- (a) if by email, when legibly received by the addressee;
- (b) if by the Company through the Software, 12 hours after sending the notice;
- (c) if by post, two business days from and including the date of ordinary pre-paid post in respect of an address for service within the Commonwealth of Australia and 21 business days in respect of any other address. A reference to a "business day" means a day that is not a Saturday, Sunday or public holiday in New South Wales.

20. Assignment

You may not assign this Agreement without the prior written consent of the Company. Any purported assignment in violation of this section shall be void. The Company shall have the right, without consent and in its sole discretion, to assign the Agreement or all or any of its obligations and rights hereunder to a third party, provided that the assignee of the Company's obligations under such assignment is, in the Company's reasonable judgment, able to perform the Company's obligations under this Agreement. Upon such assignment, the Company shall have no further liability to the Service Provider for the obligations assigned.

21. Confidentiality of Agreement

You represent and warrant that you have not disclosed, and agree to maintain in confidence the contents and terms of this Agreement, unless any such information is otherwise publicly available or its disclosure is required by law. You agree to take every reasonable precaution to prevent disclosure of the contents and terms of this Agreement, including by your employees, agents and subcontractors, to third parties, and agree that there will be no publicity, directly or indirectly, concerning any terms and conditions contained in this Agreement. You agree to disclose the terms and conditions of the Agreement only to those persons who have a need to know of such information and then only to the extent they need to know. In the event you must disclose certain terms and conditions of the Agreement to the necessary third parties identified, you agree to inform the Company of the nature and extent of the disclosure and further agree to inform the

necessary third parties of this confidentiality provision and take every precaution to ensure those parties do not disclose the terms and conditions of the Agreement themselves.

22. General

- 22.1 Except as otherwise explicitly set forth in this Agreement, if any provision of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and the remaining provisions shall be enforced to the fullest extent under law.
- 22.2 The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. A Party is not liable for any Loss, cost or expense of any other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 22.3 This Agreement comprises the entire agreement between you and the Company with respect to the subject matter contemplated hereby and supersedes all prior negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained in this Agreement.
- 22.4 Each Party will promptly execute all documents and do all things that the other Party from time to time reasonably requires of it to effect, perfect or complete the terms and conditions of this Agreement and any transaction contemplated by it.
- 22.5 Unless otherwise provided in this Agreement, this Agreement may only be varied or replaced by an Agreement executed by the Parties.
- 22.6 Except as expressly stated otherwise in this Agreement, each Party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.
- 22.7 Each Party acknowledges that it has received, or had the opportunity to receive, legal advice in respect of this Agreement.
- 22.8 This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one Agreement.