



ALT.VFX TERMS & CONDITIONS

1. INTERPRETATION

1.1 In these Terms, the capitalised terms have the following meanings:

“Agreement” has the meaning given to it in clause 2.2.

“Client” means the person, firm, company or other entity who has instructed Alt.vfx to carry out the Services (as defined below) as set out in this Agreement.

“Client Materials” means any goods, products and materials in whatever form (including all Intellectual Property Rights in the same) provided or made available by the Client to Alt.vfx for use in connection with this Agreement, and including any master tapes, film negative prints, sound tapes, video tapes or visual images or sound held in any media.

“Confidential Information” means such information as Alt.vfx may from time to time provide to the Client (in whatever form including orally, written, in electronic, tape, disk, physical or visual form) relating to this Agreement and the Works, and all know-how, trade secrets, tactical, scientific, statistical, financial, commercial or technical information of any kind disclosed by Alt.vfx to the Client whether in existence prior to the parties entering into this Agreement or which subsequently comes into existence, including any copies, reproductions, duplicates or notes in any form whatsoever.

“Intellectual Property Rights” means copyright (including rights in computer software), database rights, design rights, moral rights, patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, and topography rights, know-how, secret formulae and processes, lists of suppliers and customers and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, and all intellectual property rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licenses and consents in respect of any of the rights and forms of protection mentioned in this definition.

“Alt.vfx Intellectual Property” means all rights, including Intellectual Property Rights, in and to (i) Alt.vfx’s proprietary underlying mechanical or electronic devices, software (in source code and object code), libraries, engines, subroutines, data, files, development tools and utilities (in source code and object code form), processes, know how, research and development, technologies and generic or stock elements not provided by Client, including any underlying models, rigging, and animation data and all Intellectual Property Rights in

the foregoing, which were in existence prior to the parties entering into this Agreement or developed independently of this Agreement; (ii) any other materials, in whatever form (including documents, information, data and software), which were in existence prior to the parties entering into this Agreement or developed independently of this Agreement; and (iii) any subsequent modification thereto or enhancement thereof.

“**Quote**” means a quote presented by Alt.vfx in respect of Services to be provided to the Client. “**Services**” means the services to be provided by Alt.vfx for the Client pursuant to this Agreement as

described in the Quote, and includes the Works (as defined below) arising out of the Services. “**Terms**” means these terms and conditions of business.

“**Alt.vfx**” means Alt.vfx PTY LTD 118 Brookes St Fortitude Valley, Brisbane, Queensland 4006

“**Works**” means the products and materials created, developed and produced by Alt.vfx for the Client pursuant to this Agreement.

1.2 Headings used in these Terms are purely for ease of reference and do not form any part of or affect the interpretation of these Terms.

1.3 The words “include” and “including” shall not be construed restrictively.

1.4 Any reference to a statute or statutory provision is a reference to it as amended, extended or re- enacted from time to time.

2. FORMATION OF CONTRACT

2.1 Alt.vfx will carry out the Services in accordance with these Terms and the terms of the Quote (if any).

2.2 Upon requesting Services from Alt.vfx, the Client shall be deemed to have accepted these Terms and these Terms and the Quote shall become a binding agreement between the Client and Alt.vfx (the **Agreement**), notwithstanding the absence of any formal acknowledgement.

2.3 All representations, conditions or warranties, or other terms concerning the Services which might otherwise be implied or incorporated in this Agreement, whether by statute, common law or otherwise are, to the maximum extent permitted by law, excluded from this Agreement or any variation thereof, unless expressly accepted by Alt.vfx in writing.

2.4 No employee, consultant, freelancer or agent of Alt.vfx has the power to vary these Terms orally or in writing, or to make any statement or representation about the Services offered, their fitness for any purpose or any other matter.

3. PRICES AND TERMS OF PAYMENT

3.1 Alt.vfx will invoice the Client for the prices quoted in respect of Services to be provided at the times set out in the relevant Quote.

3.2 Alt.vfx shall be entitled to make an adjustment to any quoted prices in the event that additional costs are incurred, or likely to be incurred, by reason of:

(a) the Client Materials (or any part thereof) being, in the reasonable opinion of Alt.vfx, in any way defective, in an unsuitable format (or a different format to that which Alt.vfx is expecting to receive the same) or of unsuitable quality for normal processing;

(b) any information supplied by the Client or any third party in connection with this Agreement and the Services being inaccurate or incomplete, or failing to give Alt.vfx a full and accurate indication of the work involved and/or time and resources required;

(c) changes by the Client or any third party in its requirements for the Services or Works;

(d) exceptional circumstances outside the control of Alt.vfx, including currency fluctuations and changes in third party costs; or

(e) failure to timely provide any final instructions or Client approvals.

3.3 Upon acceptance of this quotation, Alt.vfx requires the first 50% of the total invoice to be paid prior to commencement of the project.

For projects with a budget of more than AUD\$100,000, Alt.vfx will require another payment of 25% of the total invoice to be paid midway through production, at a date to be determined on commencement of the project.

A final invoice will be sent on completion of the project and is payable within 28 days of the date of invoice. All interim invoices are payable within 7 days of the date of invoice.

3.4 Subject to clause 3.5 and unless otherwise agreed by Alt.vfx in writing, all invoices rendered by Alt.vfx are payable within 28 days of the date of invoice and any interim invoices are payable within 7 days of the date of invoice.

3.5 Alt.vfx expressly reserves the right, at its sole option, to require payment by instalments during the performance of this Agreement and/or to require payment of all amounts due to Alt.vfx in respect of Works to be provided prior to delivery of such Works.

3.6 The Client shall pay all amounts owing to Alt.vfx in full and shall not exercise any rights of set off or counterclaim against invoices submitted.

3.7 Payment of all amounts shall only be made in the currency in which they are invoiced and shall not be subject to any deductions or charges whatsoever.

3.8 In the event of default in payment by the Client under this Agreement, Alt.vfx shall be entitled, without prejudice to any of its other rights or remedies, to suspend any further performance of the Services without notice and to charge interest on any amount outstanding at the rate of the lesser of one and one-half percent (1.5 %) per month or the highest amount permitted by law, from the due date of payment to the actual date of payment. Client agrees to pay all reasonable costs and expenses (including attorneys' fees) incurred by Alt.vfx, in connection with the collection of any monies owed by Client to Alt.vfx.

3.9 The Client shall pay any withholding tax or other similar taxes applicable for the Services or otherwise required by law to be deducted from any payment by the Client to Alt.vfx pursuant to this Agreement. Should the Client be required to pay any such withholding or make such deduction on account of tax, the Client shall pay such additional amount as will ensure that Alt.vfx receives, free and clear of any tax or other deduction or withholding, the full amount which it would have received had no such withholding or deduction been required. The Client shall indemnify Alt.vfx against all costs, claims, expenses (including reasonable legal expenses) and/or proceedings arising out of or in connection with such payments. The Client and Alt.vfx shall cooperate in good faith to respond to any query from the applicable tax authorities in connection with withholding tax or other similar taxes and shall each make available to the other any information or documents and all relevant approvals or authorizations which the applicable tax authorities may reasonably require.

4. GST

4.1 All consideration provided under this Agreement is exclusive of GST, unless it is expressed to be GST-inclusive.

4.2 Where a party (Supplier) makes a taxable supply to another party (Recipient) under or in connection with this Agreement, the Recipient must pay to the Supplier an additional amount equal to the GST payable on the supply (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid by the Recipient at the later of the following:

(a) The date when any consideration for the taxable supply is first paid or provided;

(b) The date when the Supplier issues a tax invoice to the Recipient.

4.3 If, under or in connection with this Agreement, the Supplier has an adjustment for a supply under the GST law which varies the amount of GST payable by the Supplier, the Supplier will adjust the amount payable by the Recipient to take account of the varied GST amount. The Supplier must issue an adjustment note to the Recipient within 28 days of becoming aware of the adjustment.

4.4 Terms used in this clause that are not otherwise defined in this Agreement have the meanings given to them in the GST Act.

5. MODIFICATIONS

Any Client requests for revisions, additions or deletions to the Services ordered by Client or changes in the schedule for the Services (collectively, "Modifications"), shall be negotiated in good faith by the parties, and performed in accordance with the terms of one or more mutually agreed additional or updated estimates, bids, work orders, purchase orders, overages, statements of work, Quotes or Contracts for Services, whether by email or in writing (collectively, "Change Order(s)"), each of which shall set forth the Modifications, the increase or decrease, if any, in the compensation to be paid to Alt.vfx occasioned by such Modifications, any changes to the schedule to complete such Modifications and any other proposed changes or known impacts to any other terms, conditions or assumptions in this Agreement, as mutually agreed in writing by the Client and Alt.vfx.

6. PERFORMANCE AND DELIVERY

6.1 Unless otherwise agreed in writing between the parties, all times specified in a Quote for performance of the Services and delivery of the Works are given in good faith but are not guaranteed by Alt.vfx.

6.2 Notwithstanding that Alt.vfx and the Client may have agreed that time is of the essence in respect of specified Services or Works, the time for performance of the Services or delivery of the Works shall in every case be dependent upon prompt receipt of all necessary information, materials (including Client Materials), final instructions and/or approvals from the Client. The Client acknowledges and agrees that any changes to its requirements and/or the occurrence of any of the circumstances in clause 3.2 or this clause may result in delay in performance or delivery, for which Alt.vfx shall not be liable.

6.3 Where the Works are to be delivered electronically, the Client acknowledges and agrees that:

(a) electronic delivery is not a completely secure medium of communication and that an unauthorized third party may intercept, tamper with or delete the Works to be delivered electronically; and

(b) electronic delivery may involve reliance upon third party providers and data carriers, over which Alt.vfx has no control.

6.4 Alt.vfx shall not be responsible for and shall have no liability to the Client or any third party for:

(a) any delay in delivery or any non-receipt of any Works delivered electronically;

(b) any loss or damage (including loss of data) that results from any person gaining unauthorized access to any Works delivered electronically;

(c) use or disclosure of any data obtained by any third party as a result of that third party gaining unauthorized access to any Works delivered electronically; or

(d) any loss or damage resulting from any malfunction of or the introduction of any viruses, worms, logic bombs, time locks, time bombs, trojan horses and/or bugs to any equipment and/or software used to effect and/or receive any Works delivered electronically.

7. INTELLECTUAL PROPERTY

7.1 The Client acknowledges that Alt.vfx owns, and shall retain ownership of, Alt.vfx Intellectual Property, and Alt.vfx shall not at any time be required to deliver, license or grant any rights to the Client any of Alt.vfx Intellectual Property whatsoever.

7.2 The Client acknowledges and agrees that if in the course of performing the Services (including any processing or production of materials on behalf of the Client) Alt.vfx: (a) discovers or devises any techniques or know-how; or (b) creates any mechanical or electronic devices, software (in source code and object code), libraries, engines, subroutines, data, files, development tools and utilities (in source code and object code form), or any underlying models, rigging, and animation data to provide the Services, all rights of every kind in and to the foregoing shall belong to and vest in Alt.vfx and shall be deemed to be Alt.vfx Intellectual Property for the purposes of this Agreement.

7.3 Alt.vfx shall retain ownership and possession of, and all rights (including all of Alt.vfx Intellectual Property Rights) in and to, any original character design, ideas or concepts presented or created by Alt.vfx in relation to this Agreement.

7.4 Subject to clauses 7.1 to 7.3 above and any other terms agreed pursuant to a Quote, all title and Intellectual Property Rights in and to the Works shall pass to the Client only upon the Client paying to Alt.vfx all sums due and payable under this Agreement.

7.5 The Client hereby grants to Alt.vfx a perpetual, non-exclusive, transferable, sub-licensable, royalty- free licence to use the Client Materials to the extent necessary for Alt.vfx and/or its suppliers to provide the Services and the Works.

7.6 The Client acknowledges and agrees that Intellectual Property Rights in and to underlying materials processed by Alt.vfx in the performance of the Services and/or embodied in the Works may be owned by third parties and that the use by the Client of the Works shall be subject always to the Client obtaining any and all necessary licences and consents from the relevant underlying rights' owner(s).

8. CONFIDENTIALITY

8.1 Where Confidential Information has been disclosed to the Client, the Client acknowledges that such Confidential Information has been disclosed in confidence, may have considerable value and is of significant importance to Alt.vfx.

8.2 The Client further acknowledges that Alt.vfx makes no representation with respect to the accuracy or completeness of any Confidential Information.

8.3 The Client agrees to keep the Confidential Information, including any Alt.vfx Intellectual Property provided to the Client, in complete confidence and not to disclose it to any third party. Except as expressly permitted under this Agreement, the Client shall not use, copy in whole or in part, modify or adapt the Confidential Information in any way without Alt.vfx's prior written consent, which may be given or withheld in its absolute discretion.

8.4 The Client may use the Confidential Information only for the purposes contemplated by this Agreement and for no other purpose. The Client may disclose the Confidential Information to such of its officers, employees and agents to whom disclosure is necessary for the performance of its obligations under this Agreement provided the Client shall ensure such officers, employees and agents observe the obligations of confidentiality imposed by this clause 8 and the Client shall be liable for any failure by them to do so.

8.5 The Client shall not be in breach of this clause 8 if it discloses Confidential Information where such disclosure is required by law, regulation or order of a competent authority provided that Alt.vfx is given, where possible, reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

8.6 The Client acknowledges that any breach of its confidentiality obligations under this clause would cause Alt.vfx irreparable and unquantifiable damage and that Alt.vfx shall be entitled to seek and obtain (without prejudice to any other rights or remedies available to Alt.vfx in contract or at law) injunctive or other equitable relief against or in respect of any actual or threatened breach of this clause by the Client.

8.7 On receipt of a written demand, the Client shall return to Alt.vfx, or destroy at Alt.vfx's option, any and all written documents or materials containing Confidential Information, together with all copies thereof, and if Alt.vfx should so require the Client shall, when returning documents or materials, provide to Alt.vfx a certification duly executed by an officer of the Client confirming that the Client has complied with all of its obligations under this clause.

9. TERMINATION AND CANCELLATION

9.1 Except where otherwise stated in a Quote, this Agreement will expire on completion of the Services to be provided pursuant to it.

9.2 This Agreement (and any Services to be provided under it) may only be cancelled or terminated with the written consent of Alt.vfx and in accordance with these Terms. The giving of consent shall not in any way prejudice Alt.vfx's right to recover from the Client full compensation for any loss or expense arising from such cancellation or termination of this Agreement.

9.3 Notwithstanding clause 9.2 and without prejudice to any other rights or remedies available to Alt.vfx, the Client may give Alt.vfx written notice of cancellation or termination of this Agreement (and any Services to be provided thereunder), provided that where such notice is received by Alt.vfx:

(a) less than 24 hours prior to the date for performance or the commencement of performance of the relevant Services (the "Target Date"), Alt.vfx shall be entitled to charge the Client the full price specified in the Quote or, if none is stated, the applicable amount chargeable to the Client based on Alt.vfx's rate card current at the date of the Quote; and

(b) less than fourteen working days but more than 24 hours prior to the applicable Target Date, Alt.vfx shall be entitled to charge the Client one half of the full price specified in the Quote or, if none is stated, one half of the applicable amount that chargeable to the Client based on Alt.vfx's rate card current at the Target Date,

In each case reflecting the fact that Alt.vfx is unlikely to be able to secure an order for the Services and/or to reallocate the resources allocated to the Client's order within the specified timeframes.

9.4 Alt.vfx may terminate this Agreement (and any Services to be provided under it) at any time on written notice to the Client. Termination under this clause shall be without prejudice to any other rights or remedies available to Alt.vfx (including the right of Alt.vfx to recover payment from the Client for any Services provided).

9.5 Any provisions of this Agreement which by their nature are intended to survive termination or expiration (including clause 8 (Confidentiality) and clause 10 (Liability and Indemnity)) shall remain in full force and effect notwithstanding any cancellation, termination or expiration of this Agreement.

10. LIABILITY AND INDEMNITY

10.1 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of law.

10.2 Subject to clause 10.1 and without prejudice to any other provision of these Terms, the Client agrees that:

- (a) this Agreement states the full extent of Alt.vfx's obligations and liabilities in respect of the Works and performance of the Services;
- (b) under no circumstances shall Alt.vfx be liable for any indirect, special, punitive, incidental or consequential loss or damage whatsoever, including but not limited to loss of revenue or profits, business interruption, loss of goodwill, loss of use or corruption of data or software; and
- (c) Alt.vfx's entire liability for any direct loss suffered by the Client under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall, subject to the limitations expressly set forth herein, not exceed the fees paid by the Client in accordance with this Agreement.

10.3 The Client shall indemnify and hold harmless Alt.vfx and its parent companies, affiliates and subsidiaries and their respective officers, directors, employees and agents (collectively, "**Alt.vfx Indemnitees**") from and against all claims, judgments or proceedings and all costs, liabilities, losses, expenses and damages of any kind (including reasonable legal and other professional fees and expenses) awarded against, or incurred or paid by, any of Alt.vfx Indemnitees as a result of or in connection with:

- (a) any defamatory, slanderous or libelous matter or invasion of privacy or any infringement or alleged infringement of a third party's Intellectual Property Rights or other rights arising out of the supply or use of the Client Materials in relation to the Works and/or in the course of carrying out the Services;
- (b) any damage to property caused by any act or omission of the Client (including its officers, employees, consultants, freelancers and agents);
- (c) the publication, processing, use, distribution and/or exhibition of the Client Materials;
- (d) Alt.vfx carrying out any of Client's instruction(s) or following the instructions of Client (including, but not limited to, any claim that Client does not have full and lawful authority to place or authorize Alt.vfx to execute an order with Alt.vfx in respect of the Client Materials); and
- (e) any breach by the Client, including its officers, employees, consultants, freelancers and agents, of any of this Agreement.

10.4 Alt.vfx expressly disclaims all warranties, whether express, implied, statutory or otherwise with respect to the Services provided under this Agreement, including without limitation all implied warranties of merchantability, quality, fitness for a particular purpose, and warranties arising from a course of dealing, usage or trade practice.

11. INSURANCE

The Client shall maintain and keep effective at all times insurance policies with reputable insurers as are sufficient to protect the Client against any loss or liability which it may incur or suffer arising out of this Agreement, including insurance which covers the Client for any damage or loss for which Alt.vfx is not liable pursuant to the these Terms, and which protects the Client against any accidental loss, damage or destruction to any Client Materials or any other materials of any kind supplied by the Client to Alt.vfx while in the possession or control of Alt.vfx. Alt.vfx may at any time request the Client to provide copies or certificates of insurance or other evidence to prove compliance with this clause.

12. STORAGE OF CLIENT MATERIALS

12.1 Alt.vfx shall be under no liability whatsoever in respect of any loss or damage to or destruction of the Client Materials (whether such Client Materials are in the possession of Alt.vfx or otherwise) and it is the Client's responsibility to ensure that it has appropriate back-up copies of all Client Materials.

12.2 In accordance with clause 11 above, the Client shall insure all Client Materials to their full value against all risks. The Client hereby waives all rights of subrogation with respect to losses covered by its insurance policies or coverage.

12.3 The Client shall provide details to Alt.vfx for the return of the Client Materials within two (2) months from the date of confirmation of a Quote. If the Client does not provide Alt.vfx with details for the return of the Client Materials, Alt.vfx shall send the Client Materials to its archive upon completion of the Services and Alt.vfx shall be entitled to charge the Client reasonable storage charges for doing so. If Client fails to remove the Client Materials and Works, Alt.vfx may dispose of the same without liability to Client or any other person.

12.4 Where Client Materials are supplied or specific instructions are given by the Client, Alt.vfx accepts no liability for any reduction in the quality of the Services caused by defects or errors in or the unsuitability of such Client Materials or by Alt.vfx's use of the Client Materials or adherence to any of the Client's specific instructions.

13. CUSTOMER INPUT AND ACCESS TO/USE OF ALT.VFX'S PREMISES, EQUIPMENT AND CONTENT

13.1 The Client shall be solely responsible for ensuring that all information, advice and recommendations given to Alt.vfx either directly or indirectly by the Client or by the Client's employees, consultants, freelancers or agents are accurate, correct and

suitable. Acceptance of or use by Alt.vfx of such information, advice or recommendations shall in no way limit the Client's responsibility hereunder

13.2 The Client hereby undertakes to Alt.vfx to ensure that all of its personnel (including its employees, consultants, freelancers and agents) who at any time have access to any premises occupied by Alt.vfx or at which any of Alt.vfx's equipment shall be kept, shall at all times:

(a) observe all rules, policies and regulations in force at the applicable premises, including all health and safety regulations and any rules governing the use of equipment and/or facilities at the applicable premises;

(b) keep confidential and not divulge or communicate or make any use of any Confidential Information which the applicable person shall become aware of as a result of being present at the applicable premises; and

(c) comply with any directions of Alt.vfx whilst at premises occupied by Alt.vfx.

14. PUBLICITY

14.1 Alt.vfx may publicize, advertise and market the Works on its website(s), social media site(s), blog(s), in pitches to third parties, in connection with any appropriate industry awards, or in any other manner, as Alt.vfx may in its sole discretion decide, without the prior written consent of the Client.

14.2 The Client hereby grants to Alt.vfx a perpetual and royalty-free license to use the Works throughout the world for the purposes of clause 14.1 above and in order for Alt.vfx to promote its business by whatever means it sees fit.

15. FORCE MAJEURE

In the event of the Services being prevented, delayed, or in any way interfered with by any act of government, war, industrial dispute, strike, breakdown of machinery or equipment, accident, fire or by any other cause beyond Alt.vfx's control, Alt.vfx may, at its option, suspend performance of or cancel or terminate this Agreement, without liability to the Client for any resulting damage or loss, such suspension, cancellation or termination being without prejudice to Alt.vfx's right to recover all sums owing to it in respect of Services and Works delivered and costs incurred up to the date of suspension, cancellation or termination.

16. SUB-CONTRACTORS

Alt.vfx shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under this Agreement.

17. GENERAL

17.1 **Modification:** No modification of this Agreement (including any of the Services or Works to be provided hereunder) shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

17.2 **Waiver:** A waiver of any right or remedy under this Agreement is effective only if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this **Agreement** or by law shall constitute a waiver of that (or any other) right or remedy.

17.3 **Severance:** If, any provision of this Agreement (or part of any provision) is found by any court or other authority of **competent** jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the provisions of this Agreement shall not be affected.

17.4 **Independent Contractor:** The parties acknowledge that Alt.vfx is acting as an independent contractor. Nothing in this Agreement will be construed to constitute or appoint either party as the agent, partner, joint venturer or representative of the other party for any purpose whatsoever, or to grant to either party any right or authority to assume or create any obligation or responsibility, express or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner whatsoever.

17.5 **Assignment:** The Client may not assign this Agreement, by operation of law or otherwise, without the prior written consent of Alt.vfx.

17.6 **Entire Agreement:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

17.7 **Notices:** Any notice or other communication required to be given under this Agreement or otherwise in writing may be sent by email or by first class pre-paid post to for the attention of. Any notice sent by first class post shall be deemed received two working days after the date of posting. Any notice sent by e-mail shall be deemed received on the next business day after the date of delivery.

17.8 **Trademarks and Intellectual Property:** Subject to clause 7 this Agreement does not grant either party a license to, ownership in or the right to use the other party's trademarks, trade names, service marks, copyrights, patents or other intellectual property.

17.9 **Trust:** The Client acknowledges and agrees that Alt.vfx holds the benefit of the indemnity in clause 10.3 on trust for the Alt.vfx Indemnitees, and shall be entitled to enforce the indemnity on behalf of the Alt.vfx Indemnitees.

18. GOVERNING LAW AND JURISDICTION

This Agreement or any dispute relating to its subject matter shall be governed by and construed exclusively in accordance with the laws of Queensland, Australia and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts in Queensland, Australia for the purposes of adjudicating any matter arising from or in connection with this Agreement.