

These Terms apply to the Annual Partnership between ALPMA and the Partner and should be read in conjunction with the Application Terms, Application Form and the Prospectus.

Unless agreed in writing by ALPMA, these Terms will apply to the exclusion of any inconsistent terms and conditions which may appear on any other document issued by the Partner.

The Partner will be deemed to have accepted these Terms when the Partner completes and submits an Application Form to ALPMA.

ALPMA will provide the Partner with a Schedule of Entitlements upon acceptance of the Application Form submitted by the Partner which is referenced to in the below Terms and Conditions as Schedule 1.

PARTNERSHIP WITH AUSTRALASIAN LEGAL PRACTICE MANAGEMENT

ASSOCIATION ABN 30 094 240 981 of PO Box 556, Burwood Victoria 3125 ("**ALPMA**")

RECITALS

1. ALPMA is the peak body representing managers and lawyers with a legal practice management role.
2. ALPMA provides an authoritative voice on issues relevant to legal practice management. Members of ALPMA provide professional management services to legal practices in the areas of financial management, strategic management, technology, human resources, facilities and operational management, marketing and information services and technology.
3. The Partner has agreed to partner with ALPMA in return for the Partnership Entitlements set out in this Agreement.

IT IS AGREED as follows:

1. Recitals

The parties acknowledge the recitals are true and form part of this Agreement.

2. Definitions

Unless qualified by or inconsistent with the context:

2.1 **"ALPMA Data"** means all data, information (including personal information as defined in the Privacy Legislation), text, drawings and other materials (in any form) that ALPMA or any ALPMA Member provides to the Partner, or that the Partner obtains, generates, collects, processes, stores or transmits, in connection with this Agreement.

2.2 **"ALPMA Pre-Existing IP"** means any Intellectual Property Right, title or interest in any item which is either:

2.2.1 owned by, licensed to or in the possession of ALPMA on or prior to the commencement of this Agreement; or

2.2.2 developed by, licensed to or in the possession of ALPMA after the commencement of this Agreement, but not in relation to this Agreement.

2.3 **"Application Form"** means any application form completed by the Partner for an Annual Partnership contained in the Prospectus;

2.4 **"Application Terms"** means the application terms and conditions contained in the Prospectus;

2.5 **"Authority"** means any government or governmental, semi-governmental, administrative or judicial body. Tribunal, department, commission, authority, agency, minister, statutory corporation or entity;

2.6 **"Business Day"** means Monday to Friday in Victoria, except a day which is a proclaimed public holiday in Victoria;

2.7 **"Claim"** means any claim, action, proceeding, demand, cost, damage including Consequential Damages, loss, expense, liability incurred or suffered by, or brought or made or recovered against any person and however arising (whether or not presently ascertained, immediate, future or contingent);

2.8 **"Confidential Information"** means any information of a party which is confidential or secret and which pertains to the dealings, transactions, finances or affairs of the party or the customers or clients of that party (including information provided by ALPMA members as part of any Research) and which information is not in the public domain other than as a result of a breach by another party of its obligations of confidentiality under this Agreement and includes the Intellectual Property;

2.9 **"Consequential Damages"** means any indirect, special, consequential, punitive or exemplary damages, expenses, losses or costs including loss of anticipated or actual revenue or profits, loss of or inability to use equipment, a failure to realise anticipated savings, lost data, down time costs or loss of goodwill;

2.10 **"Good Industry Practice"** means exercising the skill, diligence, care and foresight expected of a highly skilled and experienced person in the same or similar circumstances.

2.11 **"GST"** means goods and services tax payable under the GST Law and an expression used in this Agreement in relation to GST will have the meaning used in or attributed to that expression by the GST Law from time to time;

2.12 **"GST Law"** in connection with Australia has the same meaning as the definition of "GST law" in *A New Tax System (Goods and Services Tax) Act 1999* and in connection with New Zealand means the Goods and Services Tax Act 1985;

2.13 **"Insolvent"** in relation to a person means that the person has committed an act of bankruptcy or is made bankrupt or presumed insolvent within the meaning of section 459C(2) of the *Corporations Act 2001* (Cth), is placed into liquidation, has an administrator or receiver or manager or other form of insolvency administrator appointed or a mortgagee takes possession of any substantial asset(s) of the person or if the person ceases to carry on its business;

2.14 **"Intellectual Property"** includes all know-how, business methods, systems, procedures, databases, drawings, plans, processes, formulae, artwork, designs, logos, technology and records and all patents, copyright, designs, trade marks (whether or not registered), business and company names, domain names, Confidential Information and trade secrets;

2.15 **"Intellectual Property Rights"** means all rights in relation to the Intellectual Property;

2.16 **"Laws"** means acts, ordinances, regulations, rules, codes and by-laws of the Commonwealth of Australia or any state or territory and, to the extent applicable to this Agreement, of New Zealand;

2.17 **"Notice"** means written notice and **"notify"** means notification in writing;

2.18 **"Partner Pre-Existing IP"** means any Intellectual Property Right, title or interest in a Research Deliverable which is either:

2.18.1 owned by, licensed to or in the possession of the Partner on or prior to the commencement of this Agreement; or

2.18.2 developed by, licensed to or in the possession of the Partner after the commencement of this Agreement but not in relation to this Agreement.

2.19 **"Partner Owned Research Deliverable"** means any Research Deliverable that this Agreement states is to remain under the Partner's ownership and to be licensed to ALPMA.

2.20 **"Partnership Description"** means the partnership description set out in Schedule 1 to the Agreement.

2.21 **"Partnership Entitlements"** means the entitlements set out in Schedule 1 to this Agreement;

2.22 **"Partnership Fee"** means the amount set out in Schedule 1 to this Agreement;

2.23 **“Privacy Legislation”** means the Privacy Act 2020 (NZ) and the Privacy Act 1988 (AU);

2.24 **“Prospectus”** means the ALPMA Annual Partnership Prospectus for the period commencing [1 July 2025] and concluding on [30 June 2026];

2.25 **“Relevant Member Activities”** means:

2.25.1 the practice management seminar(s) to be held by ALPMA and sponsored by the Partner as part of the Partnership Entitlements applicable to the Partner;]

2.25.2 the practice management webinar(s) to be held by ALPMA and sponsored by the Partner as part of the National Webinar Partnership Entitlements applicable to the Partner;]

2.25.3 the online “Member Connect” sessions held by an ALPMA Branch with local members to connect and support [and sponsored by the Partner as part of the Member Connect Entitlements applicable to the Partner];]

2.25.4 the special interest group sessions held by an ALPMA Branch with local members to connect and support [and sponsored by the Partner as part of the Special Interest Group Entitlements applicable to the Partner];]

2.25.5 the exclusive partner webinar(s) to be held by ALPMA and sponsored by the Partner as part of the Webinar Partner Entitlements applicable]

2.25.6 the Research;

2.26 **“Research”** means the research undertaken by ALPMA across the ALPMA membership or across the Australasian legal industry with assistance from the Partner as set out in Schedule 1.

2.27 **“Research Deliverable”** means anything created by the Partner in connection with any Research;

2.28 **“Tax Invoice”** means an invoice which is issued in accordance with this Agreement and has the respective meaning ascribed to it in the GST Law.

3. Interpretation

Unless qualified by or inconsistent with the context:

3.1 a reference to one gender includes the other genders; reference to a person includes an incorporated or unincorporated body or other association of persons or a governmental agency and vice versa; the singular includes the plural and vice versa;

3.2 references to any statutory enactment mean references to that enactment as amended, modified and re-enacted from time to time;

3.3 where a party comprises more than one person, this Agreement applies to all of them together and each of them separately;

3.4 headings are for convenience of reference and will not affect the interpretation of this Agreement;

3.5 this Agreement is written in plain English as far as possible. Its terms are to be interpreted so as to give effect to the parties' agreement. No rule will apply to resolve a doubt as to the interpretation of a provision in this Agreement against the party that prepared this Agreement or that particular provision. The specific provisions will not limit the interpretation of general provisions;

3.6 a reference to costs includes legal costs on a full indemnity basis;

3.7 in this Agreement, where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;

3.8 a reference to writing is to be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form;

3.9 this Agreement binds the parties' respective heirs, successors, legal personal representatives and assigns;

3.10 the approval or consent of a party means that party's prior written approval or consent which is not to be unreasonably withheld or delayed. Similar expressions have corresponding meanings;

3.11 a reference to a clause or a Schedule is a reference to a clause of or Schedule to this Agreement;

3.12 wherever "include" or "for example" or any form of those words are used, they must be construed as if they were followed by "(without being limited to)";

3.13 if the day on or by which a person must do something under this Agreement is not a Business Day, the person must do it on or by the next Business Day;

3.14 any amount payable pursuant to this Agreement is expressed to be exclusive of GST.

4. Annual Partnership

4.1 The Partner agrees to partner with ALPMA in accordance with this Agreement.

4.2 The Partner acknowledges and agrees that it has read this Agreement and acknowledges that it creates a legally binding relationship between the parties.

5. Intellectual Property – General

5.1 This clause 5 applies generally, but is subject to any provisions relating to Research set out in clause 6.

5.2 The Partner agrees to provide ALPMA with a high-resolution jpeg of the Partner's logo for inclusion in marketing collateral for the purposes of Partner fulfilling its obligations and receiving its entitlements in conjunction with this Agreement.

5.3 ALPMA must not use or permit the use of the Partner's logo in a manner which may be misleading or deceptive or bring the Partner into disrepute.

5.4 ALPMA will not use any Intellectual Property of the Partner for any purpose not set out in the Prospectus or this Agreement without the consent of the Partner. ALPMA will comply with any conditions which the Partner may impose in relation to such Intellectual Property Rights.

5.5 The Partner will retain all Intellectual Property Rights in relation to its Intellectual Property and any materials which are provided to ALPMA by the Partner.

5.6 The Partner grants to ALPMA a non-exclusive licence to reproduce and publish the Partner's Intellectual Property for the purpose of carrying out its obligations and receiving its entitlements under this Agreement.

5.7 The Partner will not use any Intellectual Property of ALPMA for any purpose without consent of ALPMA and the Partner will comply with any conditions which ALPMA may impose in relation to such Intellectual Property Rights.

5.8 The Partner will provide immediate written notice to ALPMA if the Partner becomes aware of any actual or threatened infringement of any Intellectual Property Rights of ALPMA.

5.9 Each party agrees acknowledges that a party's Intellectual Property remains the property of that party and that nothing in this clause transfers or assigns any rights in that Intellectual Property to the other party.

6. Intellectual Property in relation to Research

6.1 This clause 6 applies in relation to Research under this Agreement, in addition to any obligations set out in clause 5.

6.2 All Intellectual Property Rights which may subsist in any Research Deliverable (other than any Partner Pre-Existing IP in that Research Deliverable and Intellectual Property Rights in any Partner Owned Research Deliverables) will vest absolutely and exclusively in ALPMA on its creation in material form and without the need for any further act by ALPMA except as required by law or to give effect to this clause 6. Accordingly, the Partner:

6.2.1 agrees to execute all documents and do all acts and things reasonably necessary for the purpose of giving effect to this clause 6;

6.2.2 assigns without reservation or extra charge the Intellectual Property Rights and all other rights in the Research Deliverables (other than the Partner Pre-Existing IP in that Research Deliverable and Intellectual Property Rights in any Partner Owned Research Deliverables) to ALPMA;

6.2.3 will join and co-operate with ALPMA and execute all instruments necessary and perform such acts as necessary to permit ALPMA to fully protect the Research Deliverables.

6.3 Ownership of any Partner Pre-Existing IP in a Research Deliverable remains with its owner, but the Partner grants ALPMA a non-exclusive, perpetual, royalty free licence to all Intellectual Property Rights in that Partner Pre-Existing IP, including the right to:

6.3.1 modify, enhance, support and maintain that Partner Pre-Existing IP; and

6.3.2 use, copy, sub-license and distribute that Partner Pre-Existing IP and such modifications.

6.4 ALPMA may provide ALPMA Pre-existing IP and ALPMA Data to the Partner and the Partner may create ALPMA Data for the purpose of providing the Research Deliverables. The Partner acknowledges that:

6.4.1 any modifications or enhancements to the ALPMA Pre-existing IP or ALPMA Data will be deemed to form part of the ALPMA Pre-existing IP or ALPMA Data; and

6.4.2 the ALPMA Pre-existing IP and ALPMA Data belongs to ALPMA.

For the purposes of this clause 6.4, ALPMA grants the Partner a non-exclusive, non-transferable, royalty free right to use, copy and modify the ALPMA Pre-existing IP and ALPMA Data solely to perform the Partner's obligations under this Agreement.

6.5 Ownership of any Partner Owned Research Deliverables remains with the Partner but, except as otherwise provided in this Agreement, the Partner grants ALPMA a perpetual, royalty free, non-exclusive right (by themselves or on their behalf) to use, copy, sub-license, distribute, modify, enhance, support and maintain the Partner Owned Research Deliverables.

6.6 The Partner represents and warrants that the use, modification, compilation, reproduction, or sale of any Research Deliverable by ALPMA in accordance with this Agreement will not infringe the rights (including Intellectual Property Rights) of any third party.

6.7 If any Claim prevents or threatens to prevent the supply, use or otherwise of any Research Deliverable, then the Partner must (at its own election and expense (after having regard to, and where reasonably practicable taking, any preferred course of action specified by ALPMA)) either:

6.7.1 obtain the right to continue providing the relevant Research Deliverable to ALPMA or the right for ALPMA to use or continue to use the relevant Research Deliverable;

6.7.2 modify the relevant Research Deliverable so that it becomes non-infringing; or

6.7.3 replace the relevant Research Deliverable with another non-infringing item;

6.7.4 provided that the Partner must ensure that the remedy does not materially affect the Research Deliverable or ALPMA's use of it.

7. Partnership Fee

7.1 The Partner will pay to ALPMA the Partnership Fee. The Partnership Fee will be paid to ALPMA no later than 30 days of a Tax Invoice being issued by ALPMA to the Partner unless otherwise agreed.

7.2 In the event that the Partnership Fee is not paid in accordance with clause 7.1, any amounts paid will be forfeited by the Partner and this Agreement will automatically terminate. Upon termination of this Agreement, ALPMA will have the ability to re-offer the relevant partnership to a third party, in which case the Partner will have no Claim in relation to the termination of this Agreement.

7.3 If any party under this Agreement is or becomes subject to GST, the party to whom the supply is made ("**Recipient**") must pay to the party making the supply ("**Supplier**"), as consideration in addition to any consideration payable or to be provided elsewhere in this Agreement, subject to issuing a Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.

7.4 If any party is required to reimburse or indemnify the other party for a cost, expense or liability ("**Cost**") incurred by the other party, the amount for that Cost for the purpose of this Agreement is the amount of the Cost incurred less the amount of any credit or refund of GST to which the party incurring the Cost is entitled to claim in respect of the cost.

8. ALPMA Obligations in relation to Relevant Member Activities

8.1 The parties acknowledge and agree that, except to the extent expressly set out in this Agreement or otherwise agreed between the parties in writing:

8.1.1 the Partner is a sponsor only and has no responsibility for the management, conduct and promotion of the Relevant Member Activities;

8.1.2 except to the extent of the obligations set out in this Agreement, the Partner is under no obligation to any parties to this Agreement, to sponsor any further activities or pay any other Partnership Fee on any continuing basis;

8.1.3 ALPMA has the sole responsibility for the management, finances, conduct and promotion of the Relevant Member Activities;

8.1.4 ALPMA will seek and secure all relevant permissions and approvals, including rights and licences from any third parties required to manage, conduct and/or promote the Relevant Member Activities; and

8.1.5 ALPMA will provide the Partner with updates regarding the progress of the planning for each Relevant Member Activity from time to time or as requested by the Partner; and

8.1.6 ALPMA must use reasonable endeavours to ensure that the Relevant Member Activities are staged to high professional, technical, commercial and, where applicable, artistic standards.

8.2 ALPMA agrees to use reasonable endeavours to provide the Partner with the Partnership Entitlements as detailed in this Agreement.

8.3 Cancellation of Relevant Member Activity

ALPMA reserves the right to cancel or postpone any Relevant Member Activity. ALPMA will not be liable to the Partner for any loss or inconvenience caused by such postponement or cancellation.

9. Obligations of Partner

9.1 The Partner will, at the Partner's own cost:

9.1.1 perform its obligations under this Agreement with due care and skill and in a diligent, professional, competent and timely manner; and

9.1.2 ensure that it does not act in a position where the Partner's interests are in conflict with ALPMA's interests.

9.2 Representatives of the Partner organisations are limited to attending events which are specific to their Partnership Description unless directly invited by the Association's executive committee to attend other events as guests. Such invitation does not confer any rights or benefits on the guests in relation to the Summit or affect the rights or benefits that accrue to the actual event partner/s.

10. Warranties

10.1 The Partner warrants that:

10.1.1 it owns all the rights in relation to the Partner's Intellectual Property;

10.1.2 it has the right, power, authority and entitlement to execute this Agreement and perform its obligations under this Agreement; and

10.1.3 any information provided by the Partner to ALPMA prior to the execution of this Agreement was, and remains at the date of the entry into this Agreement, true and correct.

10.2 The Partner will provide immediate written notice to ALPMA if the Partner becomes aware that a representation or warranty given by the Partner under this clause 10 has become untrue or misleading.

10.3 The Partner acknowledges that ALPMA has engaged the Partner in reliance on the representations and warranties set out in this clause 10.

11. Indemnity

11.1 The Partner indemnifies ALPMA on a full and continuing indemnity basis from and against any and all Claims arising directly or indirectly in relation to any:

11.1.1 breach of this Agreement;

11.1.2 breach of any Laws;

11.1.3 actual or alleged infringement of any Intellectual Property Rights; or

11.1.4 disclosure of any Confidential Information, by the Partner.

11.2 ALPMA is not responsible for any loss or damage to or arising from any Intellectual Property of the Partner being used during the Term.

12. Confidentiality

Except as otherwise expressly provided in this Agreement:

12.1 the existence of this Agreement and its terms are confidential to the parties;

12.2 all Confidential Information received by a party from another party or created in connection with this Agreement must be:

12.2.1 kept confidential and stored and kept in secure custody using appropriate technical and organisational security measures to ensure a level of security appropriate to the risk to protect such Confidential Information against accidental, unlawful destruction, loss, alteration, unauthorised disclosure or access; and

12.2.2 may only be used by the receiving party for the purpose of performing its obligations or receiving its entitlements under this Agreement;

12.3 neither party may make any announcement to any person other than the officers and employees of the party concerning this Agreement without the approval of the other party;

12.4 despite the proceeding provisions of this clause 12, a party may disclose Confidential Information:

12.4.1 to its professional advisor(s) for the purpose of obtaining advice; or

12.4.2 if required by Law, but unless prevented by Law, that party will notify the other party of the disclosure prior to such disclosure or if prior notice is not possible, then as soon as reasonably practicable after that disclosure.

12.5 without limiting the above obligations, each party must exercise the same standard of care in the treatment and protection of the Confidential Information as it exercises, or should exercise, for its own confidential information of a similar nature and sensitivity.

12.6 on discovery of any breach of this clause by a party or any person in possession of Confidential Information through that party, immediately notify the owner of such breach and co-operate with the owner in every reasonable way to help the owner regain possession of the Confidential Information and prevent its further unauthorised use or disclosure.

13. ALPMA Data and Security

13.1 ALPMA Data in whatever form and on whatever media remains at all times the property of ALPMA or its licensors.

13.2 The Partner will maintain appropriate technical and organisational security measures to ensure a level of security appropriate to the risk to protect such ALPMA Data against accidental, unlawful destruction, loss, alteration, unauthorised disclosure or access;

13.3 The Partner will comply with, and (taking into account the nature of processing and the information available to Partner) assist ALPMA to comply with, applicable Privacy Legislation and all aspects of privacy and data protection laws that apply to the ALPMA Data, in a manner that ensures the Partner and ALPMA are compliant with their respective obligations under such laws.

13.4 The Partner will:

13.4.1 process ALPMA Data solely on behalf of and in accordance with ALPMA's instructions and for the sole purpose of, and solely to the extent necessary to, perform its obligations under this Agreement and as otherwise required by the Privacy Legislation;

13.4.2 not use any ALPMA Data for its own purposes or for any purposes other than those directly contemplated by this Agreement;

13.4.3 not, other than on the documented instructions of ALPMA, process, transfer or store ALPMA Data outside of New Zealand or Australia or to any international organisation without ALPMA's prior written consent (save where required to do so by the Privacy Legislation in which case Partner shall inform ALPMA of that legal requirement before such processing or transfer unless that law prohibits such information on important grounds of public interest);

13.4.4 ensure that all persons authorised to process ALPMA Data are subject to contractual obligations concerning confidentiality at least equivalent to those set out in this Agreement;

13.4.5 ensure that all ALPMA Data (and any backup of ALPMA Data) in the possession or control of the Partner is kept secure and only disclosed or otherwise dealt with in accordance with Good Industry Practice;

13.4.6 have and maintain an up to date register of all Partner Personnel who have access to ALPMA Data at any given time during the term of this Agreement and will report this data to ALPMA at such times as may be required by ALPMA.

13.4.7 at ALPMA's option, delete or return all ALPMA Data to ALPMA on termination of this Agreement or once it is no longer required for the purposes of this Agreement and delete all copies of the same unless required to maintain such copies by the Privacy Legislation; and

13.4.8 make available to ALPMA all information necessary to demonstrate compliance with the privacy and data security obligations set out in this Agreement and allow for and contribute to audits, including inspections, conducted by ALPMA or another auditor mandated by ALPMA. ALPMA will bear all costs, expenses, and any other associated fees incurred by Partner and its associated organisations in connection with the undertaking of or supporting any audit.

13.4.9 certify to ALPMA in writing promptly after it has complied with clause 13.4.7.

13.5 The Partner will notify ALPMA within 24 hours of becoming aware that an unauthorised loss, use or disclosure (or suspected unauthorised loss, use or disclosure) of ALPMA Data has occurred ("Unauthorised Access"). Partner will address the following in the notification:

13.5.1 description of the nature of the Unauthorised Access and the persons that the Partner suspects may be in possession of ALPMA Data as a result (if known);

13.5.2 description of the likely consequences of the Unauthorised Access on ALPMA (if known); and

13.5.3 description of the measures taken or proposed to be taken by Partner to address the Unauthorised Access, including, where appropriate, measures to mitigate against its possible adverse effects;

14. Termination

14.1 If the Partner is in breach of this Agreement (other than a breach of its payment obligations pursuant to clause 7), then ALPMA may provide a written notice to the Partner specifying the breach and requiring the Partner to remedy the breach within 14 days and, if the Partner does not remedy the breach within 14 days after receiving such notice, ALPMA may provide written notice to the Partner to immediately terminate this Agreement.

14.2 ALPMA may immediately terminate this Agreement, if the Partner:

14.2.1 commits a serious or repetitious breach of its obligations under this Agreement;

14.2.2 commits an act of dishonesty, fraud, wilful disobedience, misbehaviour or wilful neglect in the provision of its obligations under this Agreement;

14.2.3 becomes Insolvent; or

14.2.4 engages in any activities or conduct (whether in the performance of its obligations under this Agreement or otherwise) which ALPMA reasonably considers could damage the reputation or standing of ALPMA.

14.3 In the event that this Agreement is terminated by ALPMA in accordance with this clause 14, ALPMA is entitled to retain and the Partner forfeits the Partnership Fee or any portion of the Partnership Fee paid by the Partner under this Agreement as at the date of termination.

15. Events following termination

15.1 On expiry or termination of this Agreement, the parties will:

15.1.1 immediately provide the other party with all hard copies of the Confidential Information, and all other items of the other party's property, in the possession or control of the other party (and will, notwithstanding the provision of such items, continue to be bound by the confidentiality obligations of this Agreement);

15.1.2 immediately provide to the other party all copies of the Confidential Information, and then erase and destroy all remaining soft copies of the Confidential Information in the control or possession of the other party (and will, notwithstanding the provision of such items, continue to be bound by the confidentiality obligations of this Agreement);

15.1.3 take such action as reasonably directed by the Partner for the protection and preservation of the owner of the Confidential Information or the relevant Intellectual Property Rights, as applicable; and

15.1.4 not do any act or thing which may injure, impair or reduce the goodwill or reputation of the other party.

15.2 The provisions of this clause 15 will survive the expiry or termination of these Terms.

16. Relationship and reputation

Each party must, at all times during the Term:

16.1 conduct itself and all activities associated with this Agreement in such a manner so as to maintain or enhance the goodwill and good reputation of the other party;

16.2 not conduct itself or any activities associated with it in a manner that, in the other party's reasonable opinion, may:

16.2.1 damage or harm the goodwill and good reputation of the other party;

16.2.2 offend the general public;

16.2.3 detract from the value or advantage that the other party seeks to obtain from this Agreement;

16.3 ensure its employees and agents (as applicable) comply with the obligations in this clause 16; and

16.4 comply with all applicable Laws.

17. Dispute resolution

17.1 A party seeking to resolve a dispute under this Agreement ("**Dispute**") must notify the other party of the existence and nature of the Dispute. Upon the other party receiving the notice, the parties must exercise good faith in seeking to resolve the Dispute by negotiation between themselves through their nominated representatives.

17.2 If the Dispute cannot be resolved by negotiation under clause 17.1 within 14 days of the notice, the parties must jointly request the appointment of a mediator. If the parties fail to agree on the appointment of a mediator within seven days of a notice of appointment of a mediator, either party may apply to the Chief Executive Office of the Law Institute Victoria or the nominee of the Chief Executive Officer to appoint a mediator.

17.3 Once the mediator has accepted the appointment, the parties must comply with the instructions of the mediator.

17.4 In the event that the Dispute is not resolved within 14 days of the appointment of a mediator, or any other period which is agreed between the parties in writing, the mediation ceases.

17.5 In the event that the mediation ceases pursuant to clause 17.4, either party may submit the Dispute to arbitration in accordance with the Rules of the Conduct of Commercial Arbitration for the time being of the Institute of Arbitrators and Mediators Australia (ACN 008 520 045) (Vic Division). The parties may be legally represented during such arbitration. The decision of the arbitrator appointed pursuant to this clause 17.5 will be final and binding on both parties except in the case of manifest error on the part of the arbitrator.

17.6 The parties agree that the costs of the mediator and the arbitrator appointed pursuant to this clause 17 are to be paid equally by the parties.

18. Code of Conduct

The Partner agrees to comply with the ALPMA Partners Code of Conduct as amended from time to time which are located on the ALPMA website at www.alpma.com.au.

19. Waiver

The failure by one party to insist upon strict performance by the other party of any terms of this Agreement will not be deemed a waiver of any term or a breach by the other party of any term of this Agreement.

20. Further assurances

The parties will promptly do everything necessary or desirable, even if not expressly stated in this Agreement, to ensure that this Agreement is fully carried into effect.

21. Amendments

Any amendment to this Agreement must be made in writing executed by the parties or duly authorised officers on behalf of the parties.

22. Severability

Every provision of this Agreement will be deemed severable as far as possible from the other provisions of this Agreement. If any provision is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from this Agreement. This Agreement, with the offending provision severed and omitted and with any consequential amendment if necessary, will otherwise remain in full force.

23. Notices

Any notice to be given by one party to any other must be signed by the party giving the notice or by one of its officers or its duly authorised lawyer or agent and must be hand delivered or sent by prepaid post or sent by electronic mail to the address or electronic mail address (as the case may be) shown at the commencement of this Agreement (or any other address or electronic mail address that a party may notify to the others) and will be deemed sufficiently given:

23.1 in the case of hand delivery, on the date of delivery;

23.2 in the case of prepaid post, four Business Days after being sent by prepaid post; or

23.3 in the case of electronic mail, on the day of transmission provided that the sender can give evidence of transmission and the intended recipient does not give evidence of non-receipt.

24. Governing law

This Agreement is to be construed according to Victorian laws and the parties submit themselves to the non-exclusive jurisdiction of the Courts of Victoria and any competent appellate courts.

25. Entire agreement

This Agreement contains the entire agreement between the parties in respect of the subject matter of this Agreement. This Agreement supersedes any Application Form, Application Terms, anything set out in the Prospectus and any prior agreement or understanding (if any) between the parties and there is no collateral or other form of agreement between the parties in relation to the subject matter of this Agreement.

26. Assignment

26.1 ALPMA will be entitled to (but subject to the Partner's rights under this Agreement) assign either absolutely or in part or by way of security its rights and obligations under this Agreement.

26.2 The Partner must not, except with ALPMA's consent, assign its rights or obligations under this Agreement.

26.3 Any change in the ownership structure of the Partner which has the effect of changing the person or persons in effective management or control of the Partner will be deemed an assignment by the Partner for the purposes of this Agreement.

27. Costs

27.1 The parties will pay their own costs in respect of the negotiation, preparation and execution of this Agreement.

27.2 A party that breaches this Agreement will pay all Claims incurred by the other party in consequence of that breach but without limit to any other rights or remedies which the other party not in breach may have as a result of that breach.

28. Relationship of parties

The parties agree that there is no partnership, joint venture or employment relationship between them and amongst other things, neither party may without the consent of the other, incur obligations or liabilities on behalf of the other nor represent to any person that it has authority to do so.

29. Counterparts and effectiveness

29.1 This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one and the same instrument. Satisfactory evidence of execution of this Agreement will include evidence of execution sent by facsimile or electronic transmission by the relevant party and in such case, the executing party undertakes to produce the original as soon as reasonably practicable thereafter.

29.2 This Agreement will only come into effect and be binding on the parties when it is duly executed by both parties.

30. Special Conditions

If any special conditions are contained in Schedule 1 and, if there is any inconsistency between any term of those special conditions and any term in the main body of this Agreement, then the term in the special conditions will prevail to the extent of the inconsistency.