

Service Agreement

1. Acceptance of terms

- (a) Cytek Pty Ltd trading as Sigmatech IT Services ABN 13 651 109 867 (**We, us**) provides information technology services and equipment (**Deliverables**).
- (b) By requesting a Quote, accepting an Order, or paying any money to us, you accept and agree to be bound with this Agreement.
- (c) We may amend this Agreement by giving you at least 30 days notice. We will give you notice of any changes by email or by updating our Website. By accepting a further Order or continuing to use Deliverables, you will be considered to have agreed to those amendments.

2. Quotes and Orders

2.1 Quotes

- (a) A Quote or other indication of a price issued by us is an invitation to treat, not a contractual offer.
- (b) A Quote is valid for the period stated in the Quote, or if no such period is specified, then 30 days from the date of issue.
- (c) We may cancel or modify a Quote at any time before you have accepted it.
- (d) To the extent permitted by law, any errors or omissions in a Quote are not binding on us.
- (e) You may only accept a Quote in full.

2.2 Suitability

We make no representation or warranty as to the suitability of the Deliverables for your purposes. It is your responsibility to satisfy yourself as to such suitability before accepting the Quote.

2.3 Orders

- (a) Accepted Quotes will be considered Orders where you tell us that you accept or make any payment to us.
- (b) Each Order incorporates the accepted Quote and this Agreement.
- (c) Any additional terms contained in any document (including hand amendments) provided by you to us will not form part of the Order unless we agree in writing.
- (d) Any descriptions, specifications or illustrations on our Website, in an email, or any brochures are approximate only. Unless expressly included in a Quote, they do not form part of the Order.
- (e) You may only cancel an Order in accordance with this Agreement.

2.4 Service Plans

Service Plan coverage is at our sole discretion. We may choose to provide you with a fixed-priced Quote instead.

3. Supply of Deliverables

3.1 Our Obligations

- (a) We will provide Deliverables to you subject to this Agreement.

- (b) To the extent permitted at law, and subject to clause 10, we do not warrant or guarantee that Deliverables will be uninterrupted or error free, and we are not responsible for any faults, delays or interruptions to the Deliverables caused by: your misuse or error, your staff, third-party equipment or software, the actions of third-party service providers, or any Unforeseen Event.
- (c) We and our Representatives will use reasonable endeavours to ensure that you can always access your information technology infrastructure and will not take any action deliberately or intentionally which may prevent you from being able to access your information technology infrastructure at any time (unless such action is reasonably required for maintenance, or otherwise permitted or required under this agreement).

3.2 Service Availability

- (a) All Deliverables are supplied subject to continued availability and technical compatibility.
- (b) Where a Deliverable is dependent on a third-party product, platform, or service, and that third-party product, platform, or service is discontinued, materially changed, or becomes commercially unviable, we may vary or cease the affected Deliverable by giving you at least 30 days' written notice.
- (c) For the purposes of this clause, a Deliverable may become commercially unviable where, among other things, a third-party provider increases its prices, changes its minimum commitment requirements, alters its licensing terms, or imposes conditions that make it impracticable for us to continue supplying the Deliverable at a reasonable cost, or where we are otherwise unable to meet the minimum requirements of a third-party provider.
- (d) We may discontinue or retire any Deliverable by giving you at least 30 days written notice.
- (e) Where we vary or cease a Deliverable under this clause, we will use reasonable endeavours to offer you the option of continuing the affected Deliverable at a revised price, a comparable replacement, or where neither is available, other reasonable options. You will not be charged for any Deliverable after it has ceased under this clause unless you have accepted a revised or replacement Deliverable.
- (f) Where we cease a Deliverable under this clause and you do not wish to accept a revised or replacement Deliverable, you may terminate the affected Deliverable by giving us written notice, and your obligations in respect of that Deliverable will end. For the avoidance of doubt, all other Deliverables under the same Order will remain unaffected.

3.3 Out-of-Scope Deliverables

We may upon your request provide Out-of-Scope Deliverables. We will provide you with a further Quote for your approval before commencing such work.

3.4 Equipment Procurement

All hardware deployed within your managed environment must be purchased through Sigmatech. We standardise on a select range of business-grade devices, chosen for their general reliability, security compatibility, and long-term supportability. Our technicians work with these devices daily, which means faster troubleshooting, fewer compatibility issues, and a consistent experience across your team. However, this does not constitute a warranty or guarantee as to the suitability, reliability, or quality of any device for your specific purposes, and the limitations of liability set out in this Agreement apply to all Goods and Deliverables, including devices procured through us. If you have an existing supplier relationship or specific procurement requirement, please discuss this with us and we will do our best to accommodate. Devices purchased independently without prior approval from Sigmatech may not be eligible for support under your service plan.

3.5 Instructions and Best Practice Recommendations

You must:

- (a) give us clear instructions regarding the scope and specifications of the Deliverables and respond to any questions we have promptly and clearly;
- (b) provide any information or documents necessary for us to supply the Deliverables to you;
- (c) follow any best practice recommendations advised by us;
- (d) when sending us support enquiries, use the telephone numbers and email addresses we provide to you; and
- (e) respond in a timely manner if we bring an issue to your attention that affects the Deliverables.

3.6 Attendance at a Site

Where we are required to supply Deliverables at a Site, you must:

- (a) provide us and our Representatives with access to the Site, equipment and other facilities and services as we reasonably require to supply the Deliverables;
- (b) notify us and our Representatives of any Site-specific requirements in advance;
- (c) ensure that the Site is safe and secure for us and our Representatives; and
- (d) ensure that you and all your Representatives comply with all laws with respect to the Site, including occupational health and safety laws.

4. Delivery and Risk

- (a) If we are supplying Goods to you, the Goods will be considered delivered when they either arrive at the Site specified in the Order or are collected by you.
- (b) You are not entitled to reject delivery of any Goods based on minor deviations from description or quantity. In rare cases we may make substitutions for expediency. Examples include:

- (i) Receiving a 3m network cable instead of a 2m network cable.
 - (ii) Receiving a 2m HDMI cable and a HDMI to DP adaptor, instead of a 2m HDMI to DP cable.
 - (iii) Receiving a 23.8" display monitor instead of a 24" display monitor.
 - (iv) Receiving a laptop with a grey chassis instead of black.
- (c) Risk in Goods passes to you upon delivery.
 - (d) You must not accept delivery of goods with visible damage to packaging.
 - (e) Vendor liability requires that you unpack and inspect goods for damage within 24 hours of receipt. If you do not report damage to us within 24 hours of receipt, we may reject your claim of shipping damage.
 - (f) We may deliver Goods in multiple instalments.
 - (g) Any delivery dates notified to you are estimates only. We will advise you as soon as possible if we believe that delivery will be delayed.
 - (h) If you are not available to receive Goods during business hours, the Goods may be delivered to a local post office for collection, or returned to the vendor. Additional shipping costs may apply if redelivery is required.
 - (i) If we are unable to deliver Goods to you because of your act or omission, the Goods will be deemed to be delivered to you, and risk will pass to you. We may store the Goods until actual delivery is possible and you will be responsible for our reasonable costs of storage and redelivery.

5. Payment

5.1 Prices

We can amend the price of ongoing service Deliverables by giving you at least 30 days notice of the proposed new price.

5.2 Invoices and Time for Payment

- (a) We will invoice you and you must pay the amount due on the invoice in accordance with the Payment Terms as set out in an Order.
- (b) The Payment Terms may require you to pay for Deliverables either in full before delivery, in instalments, or with an initial Deposit and the remainder within a specified time after delivery.
- (c) If you are required to make payment in instalments, and the instalments are not received by us by their due date, we reserve the right to halt any further provision of Deliverables until the outstanding payment is made. We may also require you to reimburse us our reasonable costs incurred because of the delay.
- (d) If you are required to make payment in full or to pay a Deposit, we are under no obligation to supply any Deliverables until the relevant amount is paid.
- (e) Payment must be made in a manner approved by us. Where payment is made by credit card, we may charge a credit card surcharge, which is 1.75% of the total price of the Deliverables plus \$0.30 for domestic cards. The surcharge is 2.9% of the total price plus \$0.30 for

international cards, with an additional 2% if a currency conversion is required.

- (f) Where you disagree with an invoice, you must notify us as soon as possible before the due date, and pay any undisputed amount by the due date.

5.3 Usual Payment Terms

- (a) For all standard Orders and unless we otherwise specify, payment must be paid within 7 days of our invoice.
- (b) Where you purchase over \$1,000 in Goods, we may request payment in full before delivering the Goods.
- (c) Internet services are billed pro rata monthly in advance.

5.4 Failure to Pay

If you fail to pay us any amount under this Agreement, we may:

- (a) charge you interest on the overdue amount at a rate of interest per annum equal to 2% above the standard contract default rate published by the Queensland Law Society from time to time;
- (b) by giving you at least 7 days' notice, suspend the provision of any Deliverables under any Order or other agreement until the overdue amount and interest is paid in full;
- (c) withhold delivery of any Goods;
- (d) terminate this Agreement and any Order without any obligation to refund you;
- (e) initiating proceedings against you to recover the overdue amount; and/or
- (f) recover all costs to recover overdue amounts, including but not limited to legal costs and outlays on a full indemnity basis.

5.5 GST

The price of all Deliverables is exclusive of GST unless expressly stated otherwise.

5.6 Duties and Taxes

You are responsible for paying all taxes, government charges, or duties of any kind incurred in connection with the Deliverables.

6. Fixed term services

Where we have noted in a Quote that the Deliverables are on a fixed term:

- (a) at the end of the term, we will continue to supply the Deliverables on a month-to-month basis, and either party may terminate by giving 30 days' notice; and
- (b) if you cancel the Deliverables before the end of the term, we may charge you a cancellation fee equal to the amount otherwise payable over the term.

7. Your Representatives

- (a) You acknowledge and agree that you are responsible for all service requests from your Representatives, including all charges associated with that request.

- (b) It is your responsibility to ensure that your Representatives understand that requests can result in charges (unless you have a service plan with unlimited requests).

8. Security Interest

8.1 Security Interest

In this clause 8, **Collateral, PPSR, Purchase Money Security Interest, Security Agreement and Security Interest** have the meaning in the PPS Act. To secure your obligations under this Agreement, including any obligation to pay any amount to us, you:

- (a) acknowledge that each Order constitutes a Security Agreement for the purposes of the PPS Act;
- (b) grants to us a Security Interest in respect of all Goods sold, supplied, leased or bailed by us to you, and any proceeds;
- (c) consents to us perfecting such Security Interest by registration on the PPSR, including as a Purchase Money Security Interest;
- (d) undertakes to us to do all things reasonably necessary or required by us to assist us in perfecting the registration of the Security Interest on the PPSR; and
- (e) waives, to the extent permitted by the PPS Act, your right to receive any notice of a verification statement or any other notice we would otherwise be required to give under the PPS Act.

8.2 Dealings with Security Collateral

In relation to any Collateral for which we have a Security Interest under this Agreement, you agree and warrant that you:

- (a) have full right and title in any Collateral;
- (b) will disclose all encumbrances over Collateral as soon as possible;
- (c) will not allow any other encumbrances over the Collateral without our express written permission; and
- (d) will not sell, dispose of, grant a licence or lease, give control to another, part with possession, allow the value to be reduced, commingle, or deal with the Collateral in any way which could be harmful to our interests in the Collateral without our express written permission.

8.3 Enforcement

If Chapter 4 of the PPS Act would otherwise apply to the enforcement of this Agreement, you agree that the following provisions of the PPS Act will not apply to the enforcement of this Agreement: section 95 (notice of removal of accession), to the extent that it requires us to give a notice to you; subsection 121(4) (enforcement of liquid assets — notice to grantor); section 130 (notice of disposal), to the extent that it requires us to give a notice to you; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (reinstatement of security agreement).

9. Set-off

- (a) Where we have demanded payment of an overdue amount, we may apply any payment you make to us against the amount overdue, our costs in recovering the amount, or any interest accrued.
- (b) We may at any time set off any amount you owe to us against any amount we may then owe to you.

10. Support Commitments

- (a) Our support and reliability commitments are set out in the Support Commitments (SLA), which forms part of this Agreement.
- (b) You are not entitled to any remedy beyond what is specified in the Support Commitments (SLA).

11. Liability

- (a) You agree that you are acquiring the Deliverables for commercial purposes and not for personal use.
- (b) If you are a consumer within the meaning of the Consumer Law, there are certain rights (such as the consumer guarantees implied by the Consumer Law) which cannot by law be excluded (**Non-Excludable Condition**). This clause is subject to those Non-Excludable Conditions.
- (c) Subject to the application of any applicable Non-Excludable Condition and to the maximum extent permitted by law, we:
 - (i) exclude from this Agreement all guarantees, conditions and warranties not expressly stated, including any warranty as to the standard, completeness, reliability, or quality of any Deliverables;
 - (ii) will not, under any circumstances, be liable to you or any other person for any Consequential Loss; and
 - (iii) our maximum liability to you is an amount equal to the fees you have paid us for the last three months of Deliverables provided.
- (d) If our liability under this Agreement cannot be lawfully excluded, to the maximum extent permitted by law, then our liability for breach of any Non-Excludable Condition is limited:
 - (i) in the case of services, to (at our option) the supplying of the services again; or the payment of the cost of having the services supplied again; and
 - (ii) in the case of Goods, to (at our option) the replacement of the Goods or the supply of equivalent goods; the repair of the Goods; the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or the payment of the cost of having the Goods repaired.

12. Indemnity

12.1 Scope of indemnity

To the extent permitted by law, you release and indemnify us and our Representatives against all liability arising from Claims related to:

- (a) any use or misuse of the Deliverables by any party;
- (b) any breach of this Agreement by you or your Representatives;
- (c) your or your Representatives' negligence, unlawful act, or omission;
- (d) removal or tampering with the Deliverables by you or any third party without our consent;
- (e) infringement of Intellectual Property Rights or any unlawful acts by you or your Representatives;
- (f) us being required under Privacy Law to correct any data, respond to any complaint, or address any other matter raised by any person.

12.2 Conditions of indemnity

- (a) We may make a claim under indemnities in this Agreement in relation to a cost before having incurred the cost, or before making a payment in relation to the cost.
- (b) The indemnities in this Agreement shall be in addition to any damages for breach of contract to which we may be entitled. Nothing in the indemnities prevent us from claiming damages in relation to your breach of any term of this Agreement.
- (c) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement for whatever reason.

13. Intellectual Property

13.1 Ownership of Intellectual Property

- (a) Unless otherwise agreed, each party retains ownership of all Intellectual Property Rights in material owned or created by that party independently of this Agreement.
- (b) All Intellectual Property Rights in the Deliverables, any Quote, and any other material, designs, methods, or content developed by us under this Agreement, including modifications, improvements, and enhancements (**Work IP**) are owned by us when created, even if based on your request or feedback.

13.2 Use of Intellectual Property

You must not, and must ensure that your Representatives do not use, copy, adapt, sell, license, or reproduce any part of the Work IP without our previous written consent.

13.3 End of agreement

If this Agreement is terminated for any reason, we may choose to remove or otherwise protect any material that contains Work IP. However, we will do our best to avoid any unplanned outages or interruptions for you.

14. Licensed Material

- (a) The Deliverables may incorporate Licensed Material, used under a licence between us and a third party. You will not receive any rights in the Licensed Material under this Agreement or any Order.
- (b) It is your sole responsibility to comply with the licence terms applicable to the Licensed Material. These licence terms may be obtained from the relevant provider. Alternatively, we can provide a copy upon request.
- (c) You indemnify us and our Representatives from any Claim by any person relating to the use of the Licensed Material by you, your Representatives, or any third party.

15. Default & Termination

15.1 Default

- (a) You will be in default if you:
 - (i) fail to pay any amount to us by its due date;
 - (ii) provide us with information which you know or have reasonable grounds to suspect is false, incomplete or misleading;
 - (iii) are subject to an Insolvency Event; or
 - (iv) breach any provision of this Agreement and fail to remedy that breach within 5 Business Days.
- (b) If you are in default, then subject to any law (including requirements as to notice), we may, without limiting our other rights:
 - (i) demand immediate payment of all money owed by you to us whether due for payment or not;
 - (ii) recover all Goods we have supplied to you which have not been paid for in full. You grant us and our Representatives a perpetual, irrevocable licence to enter any property owned or occupied by you for the purpose of recovering such Goods, and you indemnify us and our Representatives against any Claim arising from such entry;
 - (iii) re-sell or otherwise dispose of the Goods recovered without reference to you, and apply the net proceeds to your debt to us;
 - (iv) withhold further performance of any obligations under any Order or other agreement between the parties;
 - (v) immediately cancel any Order in effect with you without any obligation to refund any money in respect of the cancellation; and
 - (vi) enforce any Security Interests against you.

15.2 Immediate Termination

We may terminate this Agreement or any Order immediately by written notice to you if you are in material breach of this Agreement or are in default for more than 5 Business Days.

15.3 Termination on Notice

We may terminate this Agreement or any Order at any time by giving no less than 30 days notice to you.

15.4 Termination not to affect obligation to pay

Termination of this Agreement or any Order shall not affect your obligation to pay any outstanding amounts or other amounts in relation to Deliverables. For the avoidance of doubt, you are not liable to pay us for any Deliverables or portion of Deliverables that have not been provided or supplied to you at the time of termination of this Agreement (However, you will remain liable to pay us for Deliverables which are the subject of a continuing fixed term agreement, for example, a fixed term internet services agreement).

16. Unforeseen Events

We are not responsible for any delay in supplying Deliverables, or failure to comply with any of our other obligations under any Order, that is due to an Unforeseen Event.

17. Subcontractors

- (a) We may use Subcontractors to provide the Deliverables.
- (b) To the extent permitted by law, you agree to indemnify and hold harmless us and our Representatives from any Claim suffered or incurred which is caused by any Subcontractor.

18. Confidentiality

- (a) A party must not, unless otherwise authorised by this Agreement or the previous written approval of the other party, disclose the other party's Confidential Information.
- (b) A party will not be in breach of this confidentiality clause in circumstances where it is legally compelled to disclose the other party's Confidential Information.
- (c) Each party will take all reasonable steps to ensure that they and their Representatives do not make public or disclose the other party's Confidential Information.
- (d) Notwithstanding any other provision of this clause, a party may disclose Confidential Information to their solicitors, auditors, insurers and accountants.

19. Privacy

- (a) You authorise us to collect, retain, record, use and disclose commercial and consumer information about you, in accordance with Privacy Law, to a solicitor or any other professional supplier engaged by us, a debt collector, credit reporting agency or any other individual or organisation which maintains credit references or default listings.
- (b) We may give information about you to a credit reporting agency for the purposes of obtaining consumer and commercial credit reports or lodging consumer and commercial defaults on your credit file. This information may be given before, during or after the provision of credit to you and will be in accordance with Privacy Law.

20. General

- (a) Communications/notices must be in writing, and may be sent by mail, hand delivery or by email. However, any notice which is sent by mail or hand delivery must also be sent by email.
 - (b) A notice will be taken to be received by the addressee:
 - (i) if delivered by hand before 5:00pm on a Business Day, then on the day of delivery;
 - (ii) if posted to an address, then on the third Business Day after the day of posting; or
 - (iii) if emailed and the sender has no reason to suspect the email was not delivered, at the time of sending.
 - (c) If this Agreement is inconsistent with any other document between you and us, this Agreement prevail to the extent of the inconsistency.
 - (d) Neither party has entered into any agreement in reliance on or because of any representation, promise, statement, conduct or inducement by the other otherwise than as set out in this Agreement.
 - (e) The relationship of the parties does not form a joint venture, partnership or agency, or create any form of employment relationship.
 - (f) If any provision in this Agreement is invalid or unenforceable then that provision will be deemed deleted and the remainder of this Agreement will remain in full force and effect.
 - (g) No part of this Agreement will be deemed waived, and no breach excused, unless such waiver or consent is provided expressly and in writing.
 - (h) The laws of Queensland, Australia govern this Agreement. Each of the parties agrees to the non-exclusive jurisdiction of courts with jurisdiction in Queensland.
 - (i) This Agreement may only be amended in writing by us.
 - (j) You cannot assign any of its rights or obligations under this Agreement or any Order without our previous written consent. We may assign any of its rights or obligations under this Agreement or any Order to a third party without notice to, or the previous consent of you. You must sign any documents to give effect to the assignment which we require.
- (d) **Confidential Information** means information that is by its nature confidential, including information relating to your or our business, policies, customers, and Intellectual Property Rights. It does not include any information already known by a recipient at the time it is disclosed, or already in the public domain other than because of disclosure by you or us in breach of the obligations of confidentiality under this Agreement.
 - (e) **Consequential Loss** means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of Goods, loss of opportunity or expectation loss, and any other form of consequential, special, indirect, punitive or exemplary loss or damages.
 - (f) **Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
 - (g) **Deliverables** means any services we provide to you, and where applicable includes the sale of Goods.
 - (h) **Deposit** means any amount we require you to pay in advance for an Order.
 - (i) **Goods** means any equipment or other goods we provide to you.
 - (j) **GST** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - (k) **Insolvency Event** means an event that occurs when a party:
 - (i) is insolvent under the definition in the *Corporations Act 2001* (Cth), is in liquidation or provisional liquidation, is under administration or external control, or becomes bankrupt, or is affected by any analogous event;
 - (ii) fails to comply with a statutory demand; or
 - (iii) ceases, suspends or threatens to cease or suspend its business (or a significant part of it).
 - (l) **Intellectual Property Rights** means all intellectual property rights, including copyright, inventions, patents (including patent applications), trade marks (whether registered or not), designs (whether registrable or not), eligible circuit layout rights, domain names, licences, know-how, trade secrets, documentation, scripts and software configurations, and includes the right to register any intellectual property rights.
 - (m) **Licensed Material** means any software, documents, products or services used in connection with the Deliverables pursuant to a licence between us and a third party.
 - (n) **Order** means a contract between you and us for the provision of Deliverables, incorporating a Quote and this Agreement.
 - (o) **Out-of-Scope Deliverables** means any Deliverables not specified in an Order which you require us to provide.
 - (p) **Payment Terms** means the terms and conditions in relation to the amount payable in respect of an Order that we provide to you,

21. Definitions & Interpretation

21.1 Definitions

In this Agreement:

- (a) **Agreement** means this service agreement.
- (b) **Business Day** means a day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland, Australia.
- (c) **Claim** means a claim, demand, damage, loss, cost, liability, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against a person, however arising and whether ascertained or unascertained; immediate, future or contingent; or subject of a dispute, litigation,

- including all costs, charges and expenses reasonably and properly incurred by us.
- (q) **Privacy Law** means the *Privacy Act 1988* (Cth) and any other law that governs the use, disclosure or management of data or information relating to individuals.
 - (r) **PPS Act** means the *Personal Property Securities Act 2009* (Cth).
 - (s) **Quote** means a quotation, proposal or scope of works which sets out the Deliverables we propose to supply to you, prices, delivery dates and Payment Terms.
 - (t) **Representative** includes an employee, agent, officer, director, auditor, advisor, researcher, partner, supplier, contractor, sub-contractor, related body corporate, or other related entity of a person.
 - (u) **Site** means any location noted in a Quote where we are to provide services or deliver Goods to you.
 - (v) **Subcontractor** means any subcontractor that we engage to assist us with the provision of Deliverables.
 - (w) **We** or **us** means Cytek Pty Ltd trading as Sigmatech IT Services ABN 13 651 109 867.
 - (x) **Unforeseen Event** means pandemic or epidemic, fire, flood, tempest, earthquake, act of God, riot, civil disturbance, terrorism, theft, crime, strike, lockout, breakdown, war, government restriction, the inability of our normal suppliers to supply necessary products or materials or any other matter beyond our reasonable control.
 - (y) **You** or **Customer** means the person or entity that purchases Deliverables from us.
- 21.2 Interpretation**
- Headings are only for convenience and do not affect interpretation. The following rules apply unless the context requires otherwise:
- (a) the singular includes the plural, and the opposite also applies;
 - (b) a reference to one gender includes all other genders and no gender;
 - (c) if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning;
 - (d) mentioning anything after includes, including, or similar expressions, does not limit anything else that might be included;
 - (e) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of this Agreement and a reference to this Agreement includes all schedules, attachments and annexures to it;
 - (f) a reference to a document is to that document as varied, novated, ratified or replaced from time to time;
 - (g) a reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (h) a reference to a party to this Agreement or another agreement or document includes that party's successors, administrators and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives, or a substituted or an additional trustee);
 - (i) if more than one person is identified as a customer, "you" refers to them and binds them, jointly and severally; and an obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
 - (j) a reference to a person, individual, the estate of an individual, authority, association, joint venture (whether incorporated or unincorporated), corporation, trust, partnership, unincorporated body or other entity includes any of them;
 - (k) a reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets; and
 - (l) a reference to dollars or \$ is to an amount in Australian currency.