

Club gaming machine entitlements lease

Division 2A of Part 3, *Gaming Machines Act 2001*



This Lease comprises this **Details Schedule**, the attached **Standard Term Sheet** and the attached **Schedule of Additional Terms**.

Part 1 Parties' Details

1A Lessor

Name (Licensee, as recorded on Club Licence for Lessor Venue).¹

ABN

Club Licence number for Lessor Venue

LIQ

Postal address

Suburb/town/city

State

Postcode

Contact person

Daytime phone

Mobile

Email

¹Note: Section 25B(1)(a) of the Act provides that the lease operates as a lease by the licensee for the time being of the lessor venue to the licensee for the time being of the lessee venue (with the result that a transfer of the licence of the lessor venue or lessee venue does not affect the operation or continuation of the lease and does not require any assignment of lease).

1B Lessee

Name (Licensee, as recorded on Club Licence for Lessee Venue).

ABN

Club Licence number for Lessee Venue

LIQ

Postal address

Suburb/town/city

State

Postcode

Contact person

Daytime phone

Mobile

Email

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Lessor's initials

Lessee's initials

Part 2 Venue Details

2A Lessor Venue

(Licensed Club premises to which Lessor's Gaming Machine Entitlements (GMEs) attach. To be eligible to lease GMEs the Lessor Venue's GM threshold must not exceed 30.)

Name

Street address

Suburb/town/city

State

Postcode

Gaming Machine Threshold for Lessor Venue (before lease of GMEs under this Lease)

2B Lessee Venue

(Licensed Club premises to which GMEs are to be transferred under this lease. To be eligible to lease GMEs the Lessee Venue must be a club.)

Name

Street address

Suburb/town/city

State

Postcode

Gaming Machine Threshold for Lessee Venue

Part 3 Gaming Machine Entitlement (GME) Details

Total number of GMEs held for Lessor Venue under Lessor's Club Licence

Before lease of GMEs under this Lease

After lease of GMEs under this Lease

Number of Leased GMEs (Number leased under this Lease.)

Total number of GMEs held for Lessee Venue under Lessee's Club Licence (Includes leased GMEs.)

Part 4 Lease Term

Select from one of the following terms. No part year is permitted. Maximum term is 5 years.

1 year

2 years

3 years

4 years

5 years

Part 5 Lease Fee and Payment Terms

State total fee (GST excl. and incl.) payable over the term of the Lease. This must be a flat fee, fixed up front. Separately identify any GST amount.

Lease Fee

GST-excl.

GST amount

GST-incl.

Payment Terms

The Lease Fee is payable in equal quarterly instalments, in advance, within ten (10) Business Days of the beginning of each quarter as directed by the Lessor (subject to receipt of a Tax Invoice).

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Lessor's initials

Lessee's initials

Part 6 Reporting requirements

If no such requirements, leave blank.

Type of report

Report content

Format and frequency

Part 7 Additional Terms

Parties have agreed Additional Terms as set out in Schedule of Additional Terms:

Yes

No

Part 8 Lessor Execution

Executed as an agreement for and on behalf of the Lessor by its authorised officer:

1. Name of Director

Signature

Date

2. Name of Director

Signature

Date

Part 9 Lessee Execution

Executed as an agreement for and on behalf of the Lessee by its authorised officer:

1. Name of Director

Position

Signature

Date

2. Name of Director

Position

Signature

Date

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Lessor's
initials

Lessee's
initials

Club GME Lease Standard Term Sheet

1. Definitions

- 1.1 Capitalised terms used in this Lease which are:
- (a) defined or described in the Details Schedule to this Lease have the same meanings as in that Schedule;
 - (b) defined in the GM Act have the same meanings as in that Act; and
 - (c) defined in the GST Act have the same meanings as in that Act.
- 1.2 In this Lease:
- ABN** means Australian Business Number.
- Additional Terms** means any terms stated in the Schedule of Additional Terms that are consistent with the Standard Terms.
- Adjustment Event** has the meaning given in section 195-1 of the GST Act
- Adjustment Note** has the meaning given in section 195-1 of the GST Act
- Application** means an application for approval of this Lease that complies with s. 25(4) of the GM Act.
- Application Fee** means the fee payable for an application for the Authority's approval of this Lease.
- Authorised Recipient** means a person authorised to receive Confidential Information under clause 9 of the Standard Term Sheet.
- Authority** means the Independent Liquor & Gaming Authority constituted under the *Gaming and Liquor Administration Act 2007 (NSW)*.
- Business Day** means any day which is not a Saturday, Sunday or public holiday in New South Wales.
- Club Licence** has the meaning given in Part 3 of the *Liquor Act 2007 (NSW)*.
- Confidential Information** in relation to a Party means:
- (a) this Lease;
 - (b) information regarding the business affairs of that Party; or
 - (c) information which is marked confidential by that Party,
- but excludes information which:
- (d) is or becomes public knowledge (other than by breach of this Lease); or
 - (e) is in the lawful possession of the other Party without restriction in relation to disclosure before the date of receipt of the information.

GM Act means the Gaming Machines Act 2001 (NSW), and includes the Gaming Machine Regulation 2010, each as in force from time to time.

GME means gaming machine entitlement.

GME Lease Levy means the GME lease levy payable under s. 25B of the GM Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as in force from time to time.

Insolvency Event in relation to a Party means the occurrence of any one or more of the following events in relation to that Party:

- (a) the Party is insolvent or an insolvent under administration (each as defined in the *Corporations Act 2001 (Cth)*);
- (b) the Party is placed in or under any form of external administration, including if a Party or its property is subject to the appointment of an administrator, a controller, receiver or receiver and manager, a liquidator or provisional liquidator or an official manager;
- (c) the Party is made subject to any compromise or arrangement with any of its creditors or scheme for its reconstruction or Amalgamation, other than to carry out a voluntary reconstruction or amalgamation while solvent;
- (d) the Party is wound up or dissolved, or an order or resolution is made to wind up or dissolve the Party;
- (e) is or applies to be protected from any of its creditors under any applicable laws; or
- (f) has anything similar to any of the events in paragraphs (a) to (e) happen to it under the law of any applicable jurisdiction.

Lease Fee means the total amount payable for the whole lease term (GST inclusive) as set out on in the Details Schedule of this Lease

Lessee has the same meaning as set out in the Details Schedule of the Lease.

Lessee Venue has the same meaning as set out in the Details Schedule of the Lease.

Lessor has the same meaning as set out in the Details Schedule of the Lease.

Lessor Venue has the same meaning as set out in the Details Schedule of the Lease.

Licence means a Club Licence.

Party means a party to this Lease.

PPSA means the *Personal Property Securities Act 2009 (Cth)*.

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Lessor's
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Regulatory Event means:

- (a) a change in the law;
- (b) a determination of a court of law; or
- (c) a determination of a government agency or public authority,

which:

- (d) in relation to the Lessor's or Lessee's Licence, has the effect that the Licence would be unlawful (but a Regulatory Event does not include a suspension of the Licence); and
- (e) in relation to this Lease, has the effect that the Lease would be unlawful.

Security Interest has the meaning given in section 12 of the PPSA.

Standard Terms means the terms stated in this Standard Term Sheet.

Start Date means the last date on which both Parties receive notification from the Authority under clause 3 (Conditions precedent) that the conditions precedent to commencement have been satisfied.

2. Lease subject to GM Act

- 2.1 This Lease is subject to the GM Act and has effect in accordance with, and subject to, that Act.
- 2.2 Any Lease provision inconsistent with the GM Act does not have any effect.
- 2.3 This clause 2 (Lease subject to GM Act) has effect despite any other clause of this Lease.

3. Conditions Precedent

- 3.1 This Lease does not commence until the Authority has notified both Parties that the following conditions precedent have been satisfied:
 - (a) The Authority has approved this Lease upon application by the Lessor under s. 25 of the GM Act;
 - (b) The Lessee has paid the GME Lease Levy in respect of this Lease in accordance with s. 25C of the GM Act;
 - (c) The Authority has approved an application by the Lessee under s. 34 of the GM Act to increase the Gaming Machine Threshold in respect of the Lessee Venue, where that approval is necessary for the Lessee to hold the Leased GMEs without exceeding its Gaming Machine Threshold in respect of the Lessee Venue;
 - (d) The Authority has authorised the Lessor, under s. 56 of the GM Act, to dispose of gaming machines at the Lessor Venue where that authorisation is necessary for the Lessor to continue to comply with s. 56(5);
 - (e) If the Lessor has granted a general Security Interest over its assets to a third party that extends to the GMEs held for the Lessor Venue, the Authority has been provided with:

- (i) a signed consent to the Lease by a duly authorised officer for the secured party of that Security Interest; and
- (ii) a signed acknowledgement by the Parties that the Leased GMEs remain subject to that Security Interest; and

- (f) If the Lessee has granted a general Security Interest over its assets to a third party, the Authority has been provided with a signed acknowledgement from a duly authorised officer of the secured party of that Security Interest that the Leased GMEs are not subject to that security.

4. Satisfaction of Conditions Precedent

- 4.1 The Lessor and Lessee must each promptly notify the other in writing upon receipt of written advice from the Authority and, if applicable, by the relevant grantee/secured party, as specified in clause 3.1 or if it becomes aware that a Condition Precedent is satisfied or becomes incapable of being satisfied.

5. Grant of Lease

- 5.1 Subject to clause 3 (Conditions precedent), the Lessor leases to the Lessee the Leased GMEs on and from the Start Date for the Lease Term on the terms of this Lease.

6. Effect of Lease

- 6.1 By operation of s. 25B of the Act:
 - (a) the Lease operates as a lease by the licensee for the time being of the Lessor Venue to the licensee for the time being of the Lessee Venue;
 - (b) during the Lease Term:
 - (i) the Lessee Venue has the benefit of (and the Lessor Venue does not have the benefit of) the Leased GMEs;
 - (ii) the Leased GMEs are considered to be acquired and held by the Lessee Venue and count towards the total number of GMEs held by the Lessee Venue;
 - (iii) the Leased GMEs are not considered to be held by the Lessor Venue;
 - (iv) the Gaming Machine Threshold for the Lessor Venue is reduced by the number of Leased GMEs; and
 - (v) the Licence of:
 - A. the Lessor; or
 - B. the Lessee,

cannot be removed to other premises under the *Liquor Act 2007* except as provided by s. 25B(3) of the GM Act.

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7. Lease Fee

7.1 In consideration for the grant of this Lease the Lessee must pay the Lessor the Lease Fee in accordance with the Payment Terms.

8. GST

- 8.1 Any consideration in this Lease is exclusive of GST unless stated otherwise.
- 8.2 If a Supply made under or in connection with this Lease is a Taxable Supply, the consideration for the Supply is increased by an additional amount equal to the amount of that consideration multiplied by the relevant GST rate.
- 8.3 The additional amount under clause 8.2 is payable at the same time and in the same manner as the consideration for the Supply to which the additional amount relates.
- 8.4 Where an Adjustment Event in relation to a supply under this Lease has occurred, the Lessee must give an Adjustment Note to the Lessor no later than twenty (20) Business Days after that Adjustment Event.
- 8.5 If one party to this Lease (payer) is required to reimburse another party (payee) for any cost, loss or expense incurred by the payee, the requirement to pay does not extend to any part of the cost, loss or expense that is recoverable by the payee as an Input Tax Credit.

9. Reports

9.1 The Lessee must comply with the Reporting Requirements.

10. Confidentiality

- 10.1 Except to the extent necessary to comply with any law or legal process, each Party must hold the other Party's Confidential Information in confidence and must not disclose it to any person except in accordance with this clause 10 (Confidentiality) or with the prior consent of the other Party.
- 10.2 Each Party may disclose the other Party's Confidential Information:
- (a) to its directors, officers and employees for the purpose of performing this Lease;
 - (b) to its members (on request) for the purpose of advising on the details set out in the Details Schedule;
 - (c) to its legal, financial or other professional advisers for the purpose of seeking advice from such advisers.

10.3 Unless the disclosure of Confidential Information is made to comply with a legal requirement to disclose or with a legal process, each Party must:

- (a) ensure that any person to whom it discloses the other Party's Confidential Information (in this clause 10 (Confidentiality), "Authorised Recipient") is aware of its confidential nature; and
- (b) take reasonable steps to ensure that such information is treated as confidential by the Authorised Recipient.

11. Security Interests

- 11.1 Each Party warrants that it will not grant any Security Interest in the Leased GMEs (whether specifically or as part of a general Security Interest such as a fixed and floating charge) during the Lease Term to any third party
- 11.2 The warranties given in subclause 11.1 are continuing warranties and survive execution of this Lease.

12. Warranties and indemnity - General

- 12.1 Each Party warrants that it is registered for GST and will continue to be so for the Lease Term.
- 12.2 The warranty given in subclause 12.1 is a continuing warranty and survives execution of this Lease.
- 12.3 The Lessor warrants that it holds the Leased GMEs as at the date of execution of this Lease, and that the Leased GMEs are attached to the Lessor's Club Licence.
- 12.4 Each Party (in this clause, "Indemnifier Party") indemnifies the other Party and its representatives, employees and agents (in this clause, "Those Indemnified") from and against any and all damages, costs, judgments, awards, compromises, settlements, expenses, losses and liabilities suffered by Those Indemnified arising from, or in relation to any negligent, wrongful or fraudulent act, error or omission or wilful misconduct on the part of its representatives, employees and agents in connection with the performance of its obligations under this agreement.

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13. Notifications

- 13.1 Each Party must notify the other Party and the Authority immediately when it becomes aware that any one or more of the following events has occurred:
- (a) Either Party suffers an Insolvency Event.
 - (b) The Lessee's Licence expires or otherwise ceases to be in force, including by reason of its voluntary surrender by the Lessee, by its cancellation or by reason of a Regulatory Event.
 - (c) The Lessor's Licence expires or otherwise ceases to be in force (except by reason of suspension), including by reason of its voluntary surrender by the Lessor, by its cancellation or by reason of a Regulatory Event.

Termination by agreement

- 13.2 Subject to subclause 13.4, the Parties may terminate this Lease by agreement.

Termination for default

- 13.3 Subject to subclause 13.4, either Party may terminate this Lease at any time with immediate effect by giving notice to the other Party if:
- (a) the other Party has committed a material breach of this Lease that is not capable of remedy;
 - (b) the other Party has committed a material breach that is capable of remedy and the other Party fails to remedy that breach within thirty (30) Business Days of the other Party receiving written notice of that breach; or
 - (c) the Lessee is in breach of clause 7 (Lease Fee) and the Lessee fails to remedy that breach within fourteen (14) Business Days of the Lessee receiving notice of that breach.
- 13.4 The termination of this Lease (otherwise than by its expiry) does not have effect until written notice of the termination has been given to the Authority by both Parties.
- 13.5 Notice given to the Authority under subclause 13.4 must state these particulars:
- (a) the date on which the Lease was terminated;
 - (b) that no urgent interlocutory relief from termination has been sought by either party; and
 - (c) that:
 - (i) no notice of a dispute has been given under subclause 16.2; or
 - (ii) notice of a dispute has been given under subclause 16.2 and that either:

- A. the dispute has been resolved and the Lease is terminated; or
- B. that neither Party now wishes to proceed to mediation in accordance with subclause 16.3.

Lessor as Lessee's attorney

- 13.6 The Lessee irrevocably appoints the Lessor as the Lessee's attorney to give notice to the Authority of termination of this Lease under subclause 13.3 in the Lessee's name should the Lessor terminate this Lease in accordance with its terms provided that the Lessor must not give notice to the Authority under subclause 13.3 unless:
- (a) at least five (5) Business Days have expired from the date of receipt by the Lessee of the Lessor's notice of termination; and
 - (b) the Lessor is able to truthfully attest to the matters listed in subclause 13.5.

14. Effect of termination and expiry

- 14.1 If this Lease terminates on any basis, the Parties acknowledge that no refund is payable by any NSW government agency or public authority in respect of:
- (a) the GME Lease Levy paid by the Lessee in respect of this Lease; and
 - (b) the application fee paid in respect of the application for approval of this Lease under s. 25(4) of the GM Act.
- 14.2 If this Lease terminates by reason of its ceasing to have effect under the GM Act because the Lessor's Licence expires or otherwise ceases to be in force (except by reason of suspension), including by reason of a Regulatory Event but excluding by reason of its voluntary surrender by the licensor, the Lessor must, within three (3) months of such termination or such other period as the Parties may agree in writing, pay to the Lessee, by way of compensation and in total satisfaction of the Lessor's liability in respect of such termination, an amount equal to the total of:
- (a) a pro-rata portion of the GME Lease Levy paid in respect of this Lease and referable to the forfeited period of the Lease Term as a portion of the full Lease Term; and
 - (b) a pro-rata portion of the Lease Fee paid (if any) and referable on a daily pro-rata basis to the quarter in which the termination occurred, and referable, in each case, to the forfeited period of the Lease Term as a portion of the full Lease Term.

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14.3 If this Lease terminates by reason of it ceasing to have effect under the GM Act because the Lessee's Licence expires or otherwise ceases to be in force (except by reason of suspension), including by reason of its cancellation or by reason of a Regulatory Event but excluding by reason of its voluntary surrender by the licensor, the Lessee must, within three (3) months of such termination or such other period as the Parties may agree in writing, pay to the Lessor, by way of compensation and in total satisfaction of the Lessee's liability in respect of such termination, an amount equal to the total of a pro-rata portion of the Lease Fee, referable to the forfeited period of the Lease Term until termination as a portion of the full Lease Term and calculated by reference to the following compensation formula:

$$C = \frac{FPLT}{LT} \times LF$$

Where:

C = total compensation payable by the Lessee to the Lessor under subclause 14.3.

FPLT = Forfeited Period of Lease Term, being that period of the Lease Term which has not been performed by the Parties.

LT= Lease Term.

LF = Lease Fee.

14.4 If this Lease terminates by agreement of the Parties any compensation payable in respect of such termination may be agreed to by the Parties.

14.5 Upon termination or expiry of this Lease (per the GM Act):

- (a) the Lessee Venue no longer has the benefit of (and the Lessor Venue has the benefit of) the Leased GMEs;
- (b) the Leased GMEs are considered to be returned to and held by the Lessor Venue and count towards the total number of GMEs held by the Lessor Venue; and
- (c) the Leased GMEs are not considered to be held by the Lessee Venue;
- (d) the Gaming Machine Threshold for the Lessor Venue ceases to be reduced by the number of Leased GMEs; and
- (e) the Gaming Machine Threshold for the Lessee Venue is reduced by the number of Leased GMEs unless a threshold increase application that was made together with an application for approval of this Lease was accompanied by an LIA, or was not required to be accompanied by an LIA because of s. 35(2)(a) of the GM Act.

14.6 Termination of this Lease will not affect the accrued rights and remedies of either Party except as provided by this clause 14 (Effect of termination and expiry).

15. Transition in and out

- 15.1 Upon commencement of this Lease the Lessor acknowledges that it must immediately take any necessary steps to ensure continued compliance with s. 56 (Requirement for authorisation to keep or dispose of gaming machines) of the GM Act.
- 15.2 Upon termination or expiry of this Lease the Lessee acknowledges that it must immediately take any necessary steps to ensure continued compliance with s. 56 (Requirement for authorisation to keep or dispose of gaming machines) of the GM Act.

16. Dispute resolution

- 16.1 The Parties must try to settle any dispute arising from this Lease by negotiation in accordance with this clause before resorting to external dispute resolution procedures and proceedings, except where seeking urgent interlocutory relief.
- 16.2 A Party claiming that a dispute has arisen from this Lease must immediately give written notice to the other Party, specifying the nature of the dispute and the matter must then be referred by each Party (if a corporate entity) to its senior executive or, if the Party is an individual, will be dealt with by that individual.
- 16.3 If the dispute is not resolved within ten (10) Business Days of the dispute being notified under subclause 16.2 or such longer period as the Parties may agree in writing (in this clause 16, "Initial Negotiation Period"), then the Parties must participate in mediation in accordance with this clause.
- 16.4 If the Parties do not agree, within five (5) Business Days of the end of the Initial Negotiation Period (or such longer period as the Parties may agree) on:
 - (a) the procedures to be adopted in a mediation of the dispute;
 - (b) the timetable for all the steps in those procedures; and
 - (c) the identity and fees of the mediator; then:

the President of The Law Society of New South Wales will appoint the mediator and determine the mediator's fees and determine the proportion of those fees to be paid by each Party (to be in equal shares unless otherwise agreed by the Parties).
- 16.5 The Parties must mediate the dispute:
 - (a) with the mediator appointed under subclause 16.4;
 - (b) with a genuine commitment to participate; and
 - (c) in accordance with the Mediation Guidelines of The Law Society of New South Wales.

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- 16.6 If the dispute is not resolved within twenty (20) Business Days of its referral to mediation either Party may begin legal proceedings without further notice.
- 16.7 Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Lease except to the extent that it is legally prevented from doing so.
- 16.8 A Party may begin court proceedings relating to any dispute arising from this Lease at any time if that Party seeks urgent interlocutory relief.

17. General terms

Counterparts

17.1 This agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this agreement. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this agreement.

Entire Agreement

17.2 This agreement supersedes all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.

No Right of Set Off

17.3 Unless this Agreement expressly provides otherwise, a party has no right of set-off against a payment due to another party.

Notices

17.4 A notice or other communication is properly given or served if the Party delivers it by hand, posts it or transmits a copy electronically (email or fax) to the address for the Party in the Details Schedule. If a notice is given or served electronically the sending Party must obtain a confirmation of the notice having been sent.

Variation

17.5 The parties may vary this Lease (including by addition or amendment of terms) by written agreement provided that:

- (a) the variation must be consistent with applicable laws and regulatory requirements;
- (b) where the terms of this Lease are varied before signature, the varied terms are set out in the Schedule of Additional Terms, and in the Application;
- (c) if the variation is to the Lease Term or to the number of Leased GME's the variation does not

- have effect until the agreed variation has been approved by the Authority; and
- (d) if the variation is to the Lease Fee or with respect to any other payment to be made under or in respect of the Lease, the variation does not have effect without:
 - (i) written notice of the variation being provided to, and approved by, the Authority; and
 - (ii) the payment of any further amount due as a levy under s. 25C of the GM Act

Assignment, novation and sublease

- 17.6 The Parties acknowledge that the transfer or sublease of the Leased GMEs is not permitted under the GM Act.
- 17.7 Subject to subclause 17.8, a Party must not assign its rights under, or novate, this Lease without the prior approval of:
 - (a) the Lessor, which it will not unreasonably withhold; and
 - (b) the Authority, which it may decline to give without providing reasons.
- 17.8 The Parties:
 - (a) acknowledge that, by operation of s. 25B of the GM Act, the transfer of the Club Licence of the Lessor Venue or the Lessee Venue does not affect the operation or continuation of this Lease and does not require any assignment of the Lease; and
 - (b) agree that a transfer of the Club Licence of the Lessor Venue or the Lessee Venue will have the effect that, on and from the effective date of that transfer (in this subclause 17.8, "Effective Date"):
 - (i) the transferee of the Club Licence (in this subclause 17.8, "Transferee Licensee") will be substituted for, as applicable, the transferor Lessor or the transferor Lessee (in this subclause 17.8, "Transferor Licensee") under this Lease as if it had originally been a party to the Lease instead of the Transferor Licensee, and all references in the Lease to the Transferor Licensee in its capacity as Lessor or Lessee shall be read and construed as if they were references to the Transferee Licensee;

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(ii) the Transferee Licensee shall be bound by and comply with the provisions of the Lease binding upon the Transferor Licensee and shall enjoy all the rights and benefits of the Transferor Licensee under the Lease; and

(iii) the Transferee Licensee assumes all of the obligations of the Transferor Licensee under the Lease, whether arising before, on or after the Effective Date.

17.9 The Lessor and the Lessee each undertake not to take any steps to permit the transfer of the Club Licence of, respectively, the Lessor Venue or the Lessee Venue unless the Transferee Licensee duly agrees and acknowledges that it is to be bound by the Lease by operation of s. 25B of the GM Act.

Approvals and consents

17.10 All approvals and consents must be in writing and may be given subject to conditions.

Waiver

17.11 A right under this Lease may only be waived in writing, signed by the Party waiving the right. A waiver of a breach of this Lease will not be taken to be a waiver in respect of any other breach. A failure to enforce a term of this Lease will not be interpreted as a waiver of that term.

Survival

17.12 Without limiting any other term of this Lease concerning survival, the following clauses survive termination or expiry of this Lease:

- (a) clause 10 (Confidentiality);
- (b) clause 12 (Warranties and indemnity - General);
- (c) clause 14 (Effect of termination and expiry);
- (d) clause 15 (Transition in and out);
- (e) clause 16 (Dispute Resolution);
- (f) subclause 17.12 (Survival) and
- (g) any other term of this Lease that contemplates performance after termination or expiry of this Lease.

Applicable law

17.13 This Lease is governed by the laws of New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts of appeal from them.

17.14 Each Party waives any right it has to object to any action being brought in those courts including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

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