

These terms will be updated from time to time at:

<http://www.2thinknow.com/company/project-terms-conditions/>

TERMS & CONDITIONS

The parties covenant and agree as follows:

1. Definitions & Interpretation

In this document:

"Claim Period" means the period commencing on the Commencement Date and ending 90 days after the date of Final Completion or earlier termination (as the case may be).

"Claim Requirements" has the meaning ascribed by **clause 10.6**.

"Customer" means the **Person** (with special regard to **clause 1.2**) engaging the Consultant to provide the Services.

"Commencement Date" means the date set out in the Proposal and noted as such.

"Components" has the meaning given in **clause 5.2**.

"Consultant" means 2thinknow® of 370 St Kilda Rd, Melbourne, VIC 3004 (or as at our current registered office with the Australian Securities and Investment Commission) and reachable via mail to GPO Box 3375, Melbourne, Victoria 3001, AUSTRALIA and

"Consultant's Liability" means any and all liability for damage, loss, cost or expense (of whatsoever nature and including without limitation liability in contract, tort and under statute) that the Consultant, its officers, employees, agents or any of them may have to the Customer arising out or relating to this document, the Project or the provision of the Services.

"Final Completion" means completion of the Project.

"Force Majeure" means any circumstance not within the reasonable control of the party affected by it which results in the party not being able to observe or perform on time one of its obligations pursuant to this document and includes an act of God, an industrial dispute, war declared or undeclared, civil disturbance, act or omission of government or other competent authority, fire, lightning, explosion or flood.

"GST" means the goods and services tax as imposed by the GST Law, however this is relevant only to Customers purchasing goods or services for utilization and/or consumption within Australia.

"GST Law" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* and includes all regulations and associated legislation and delegated legislation.

"Notification Period" means the period commencing on the Commencement Date and ending 30 days after the date of Final Completion or earlier termination (as the case may be).

"Notification Requirements" has the meaning ascribed by **clause 10.5**.

"Project" means the project which is defined in the Proposal.

"Proposal" means the most current scope, project plan, fees schedule and other documents (whether in paper, electronic or other format) entitled as "Proposal" and provided with this document.

"Special Conditions" mean changes to these terms within the Proposal or attached to the Proposal as a document signed by both the Customer and Consultant representatives.

"Services" means the services to be performed by the Consultant which are described in the Proposal and all other services which the Consultant may at any time reasonably deem necessary or desirable to be performed for the purposes of achieving the Project.

"Works" has the meaning given in **clause 6.1**.

- 1.1. References to the singular shall include the plural and vice versa and references to any gender shall include the other genders.
- 1.2. References to a person includes a firm, body corporate, body politic, unincorporated association or authority.
- 1.3. References to a statutory enactment or law shall mean and be construed as references to that enactment or law as amended or modified or re-enacted from time to time or at any time and any such reference shall also include any rules, by-laws, regulations, ordinances and orders made pursuant to any such statutory enactment or law.

- 1.4. References to a party include that party's successors, legal personal representatives, nominees, administrators, substitutes and permitted assigns.
- 1.5. Headings, formatting and marginal notes are included for convenience and shall not be construed as affecting the interpretation of this document.
- 1.6. If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day or of the day of that act or event.
- 1.7. A reference to "at any time" includes from time to time and vice versa.
- 1.8. A reference to a clause, schedule, annexure, appendix or exhibit is a reference to a clause of or schedule, annexure, appendix or exhibit to, this document.
- 1.9. A reference to payments to any party to this document include payments to another person upon the direction of such party.
- 1.10. A reference to time is to local time in Melbourne, Australia, unless otherwise noted in the context of the reference.
- 1.11. References to any document or agreement (including this document) includes references to that document or agreement as amended, varied, supplemented or replaced at any time.
- 1.12. A reference to a "month" means a calendar month.
- 1.13. No rules of construction shall apply to the disadvantage of one party on the basis that that party put forward this document.
- 1.14. Any expression used that is defined in the GST Law has that defined meaning unless provided otherwise.

2. Consultant's appointment

- 2.1. The Customer engages the Consultant to provide the Services as an independent Consultant to the Customer. The Consultant accepts the engagement and agrees to provide the Services in accordance with this document.
- 2.2. The Consultant may engage subcontractors to perform the whole or any part of the Services, and the Customer may request to be informed of any sub-contracting and set reasonable terms upon it by a separate document attached to these terms.

3. Period of Engagement and Termination

- 3.1. The Consultant may, after the Commencement Date but prior to commencing to provide the Services, and without ascribing any reason, notify the Customer that the Consultant declines the engagement, whereupon this document shall terminate with immediate effect. In this case, any prior payments made by the Customer shall be refunded by the Consultant within 14-30 days after notification.
- 3.2. The period of engagement of the Consultant under this document is from the Commencement Date (notwithstanding that this document may have been executed on a later date) until Final Completion or earlier termination as provided for in this document.
- 3.3. The Consultant may terminate this document with immediate effect on written notice:
 - 3.3.1. if the Customer fails to pay fees or other amounts due under this document to the Consultant by the due date for payment or if the Customer commits any breach of **clause 5.1**.
 - 3.3.2. if the Customer ceases or threatens to cease to carry on its business or a material part of its business, goes into liquidation, or enters into any arrangement, or compromise with, or assignment for, the benefit of its creditors including a personal insolvency agreement;
 - 3.3.3. if a receiver, liquidator or similar officer is appointed over any material part of the assets or undertaking of the Customer;
 - 3.3.4. if the Consultant forms a reasonable view that the Customer may not pay bills as and when they fall due.

- 3.4. The Customer may terminate the Project via written notice with termination taking effect 45 days after receipt of such notice by the Consultant, subject to:
 - 3.4.1. a reasonable explanation by the Customer such as a change in business conditions;
 - 3.4.2. paying any work in progress at current hourly/unit rates;
 - 3.4.3. paying any current and future reasonable costs incurred by the Consultant as a result of such termination;
 - 3.4.4. paying any and all non-refundable vendor costs incurred by the Customer for their Project (including but not limited to hotels, office space, personnel, consultants, airfares, accommodation and other travel and conferencing charges incurred by the Consultant) and any vendor costs that Consultant otherwise was requested to sign on the Customer's behalf;
 - 3.4.5. any other reasonable conditions the Consultant may require to ensure that the Consultant's business is not negatively impacted.
- 3.5. Termination of this document will not affect any rights of the parties accrued to them up to the date of termination.

4. Fees & charges

- 4.1. The Customer shall pay the Consultant the fees set out in the "Pricing" (or related) section of the Proposal for the Services that are provided by the Consultant, which typically include all costs and charges to the Customer.
- 4.2. Any services priced in the Proposal at a unit price (e.g. per data point or indicator), will be priced per unit, and such price will be consideration for license of those units for a specific use case defined in the Proposal. Any additional use cases may require additional payment, at the Consultant's direction.
- 4.3. For any other exceptional services or provisions required by the Customer additional to the "Scope" set out in the Proposal, the Customer shall be charged all time necessarily or reasonably spent by the Consultant and its employees, agents and subcontractors in relation to the Project, regardless of whether the activity engaged in is specifically noted in the Proposal and including (but not limited to) all reasonable planning, administration and travel time.
- 4.4. For travel or other expenses requested by Customer (but not explicitly described as included in the Proposal) the Customer shall reimburse the Consultant. Reasonable travel charges shall apply to each occasion where attendance is required or requested at locations other than the Consultant's premises.
- 4.5. Any and all references in the Proposal to:
 - 4.5.1. the overall cost of the Project or of the Services;
 - 4.5.2. the cost of any part of either of them; and
 - 4.5.3. any timetable or schedule for the delivery of the Project or the Services or any part of them;
 are based on the information provided by the Customer to the Consultant at the time of preparing the Proposal.
- 4.6. The Customer shall pay the Consultant's invoices according to the "Schedule of Invoices".
- 4.7. The Customer shall pay the Consultant's within 7 days of the date of the Consultant's invoices, accept as otherwise mutually agreed in writing. In addition to any other rights of the Consultant, fees remaining unpaid for 40 or more days after the date of invoice shall attract interest at the rate from time to time fixed under the *Penalty Interest Rates Act 1983* (Vic). The Consultant will charge labor costs at hourly rates for the collection of overdue invoices.
- 4.8. The Consultant's fees shall be paid in full without deduction and are not subject to any set-off.
- 4.9. Any front page form bearing the word 'Invoice' or 'Order Form' attached to these terms forms an "Invoice" for the purposes of **clause 4.7**
- 4.10. Notwithstanding the foregoing **clauses 4.2, 4.3 and 4.4** the Proposal is Fixed Price for the "Scope" described.

- 4.11. The Consultant will inform the Customer via email as soon as is reasonably practicable after it becomes aware that any overall Project cost is likely to vary from the Fixed Price.
- 4.12. Without limiting the generality of **clause 4.5**, the Customer acknowledges that the Consultant may need to cancel or delay and reschedule milestones or the delivery of the Services or of particular services due to a multitude of unanticipated events including (but not limited to):
 - 4.12.1. illness or other unavailability of key staff;
 - 4.12.2. under-estimation of project hours;
 - 4.12.3. computer viruses and/or computer security issues;
 - 4.12.4. technical or computer networking issues; and
 - 4.12.5. failure of back-up devices or electronic media;
 and the Customer agrees that the Consultant may so cancel or delay and reschedule without incurring any liability to the Customer in respect of same.

5. Customer's Data and Testing Obligations

- 5.1. The Customer must:
 - 5.1.1. disclose to the Consultant any and all information which a reasonable person would consider necessary to be disclosed to the Consultant in order for the Consultant to properly provide the Services;
 - 5.1.2. as and when requested by the Consultant, provide any information reasonably required by the Consultant for the purposes of the Project;
 - 5.1.3. provide to the Consultant all assistance commercially reasonably necessary in order for the Consultant to properly provide the Services;
 and warrants that all files, documentation, information or the like provided or disclosed pursuant to this **clause 5.1** (and sub-clauses) shall be true and accurate.
- 5.2. The Customer is responsible to review and check thoroughly (both at the time of delivery and in an ongoing fashion) the explicit result of all Services provided by the Consultant to the Customer, including but not limited to data, documents, costs, models, theorems, designs, concepts, logical or conceptual constructs, methodologies, consulting advice, business processes, knowhow, recommendations, spreadsheets, databases, forms, programming, technical works, computing advice, reports, outputs, calculations, formulas or functions, documentation and any other component of the Project or part thereof (collectively "**Components**") and regardless of the evaluation, testing, internal reviews &/or data cross-checks which may have been completed by the Consultant as part of the Services or for the purposes of the Project.
- 5.3. The Customer acknowledges that the Consultant relies on thorough and realistic review or checks by the Customer of any component or combination thereof provided and on honest and complete feedback from the Consultant in determining the ability of any component or combination to meet the needs of the Customer, and for the Project to satisfy the needs of the Customer.
- 5.4. The Customer shall ensure that, other than is necessary to fulfill its obligations under **clauses 5.2 and 5.3**, neither the Customer nor any person other the Consultant shall modify, change or adapt any Works of the Consultant until after Final Completion. This includes, but is not limited to, benchmark scores or any statistical data.
- 5.5. The Customer warrants that they will not materially alter, change, edit and/or distort the meaning of the Consultant's work in any way when attributing, quoting or publishing any aspect of the Consultant's work for discussion, promotion or any other purpose.
- 5.6. The Consultant shall not (to the extent permissible by law) be liable for any loss or damage suffered by the Customer in connection with the Project where and to the extent that such loss or damage could have been avoided or reduced had the Customer complied with its obligations under **clauses 5.2, 5.3, 5.4 and 5.5**.

6. Intellectual property and License

- 6.1. The Consultant shall retain title to all intellectual property in all data, inventions, processes, concepts, ideas, methodologies, structures, constructs, diagrams, terminology, processes, materials, documents, files, software and other items prepared, created or otherwise developed by the Consultant pursuant to this document (the "Works").
- 6.2. In consideration of the Customer's agreement to pay the fees and charges set out in **clause 4** of this document (and for no additional consideration), the Customer is granted an irrevocable non-exclusive and non-assignable license to use such of the Works:
 - 6.2.1. as are provided to the Customer for the purposes of the Customer's business and in the manner in which such works have been described as the use case of the Customer in the Proposal (or otherwise, if no use case listed, internal strategic use for the Customer's primary line of business), with otherwise no intellectual or other rights in relation to the Works; and
 - 6.2.2. to publish online, in print, or in any publicly accessible form a maximum 20% (or 10% where specified) of the Works in total across all separate publication instances, and subject to specific licensing guidance from the Consultant, made available to the Customer from time to time, either as a license agreement or approved in writing via email from a Director of the Consultant; and
 - 6.2.3. the Customer may distribute portions of the Works internally within it and its wholly-owned affiliates, who may incorporate insubstantial portions, extracts, abstracts or summaries thereof into presentations internally, so long as the Consultant is always identified as a source of information, and this is preserved on all digital or printed variations.
- 6.3. **Clause 6.2.2** may be only varied by mutual agreement in writing under Special Conditions section within the Proposal, or otherwise attached to the Proposal and signed by both Consultant and Customer.
- 6.4. Any data provided by the Consultant to the Customer is publicly available in at least one recognized jurisdiction &/or commercially licensed data &/or created as directed by 2thinknow. It is not the Consultant's intent to use any private or commercially sensitive data, however secrecy laws vary by jurisdiction, and the Customer is responsible for the laws of their own jurisdiction.
- 6.5. Each of the obligations set out in **clauses 6.1., 6.2, 6.2.1., 6.2.2., 6.3. and 6.4** constitutes an independent and separate obligation. If any such obligation is determined to be invalid or unenforceable for any reason, this shall not affect the validity or enforceability of the other obligations.

7. Customer's non-solicit obligation

- 7.1. The Customer shall not either on its own behalf (including jointly) or on behalf of any other person during the whole of the term created by this document (being the period created by this document and commencing on the Commencement Date) and for a period of:
 - 7.1.1. 12 months;
 - 7.1.2. 6 months;
 - 7.1.3. 3 months;
 after the day of Final Completion or earlier termination of this document (as the case may be) directly or indirectly seek to solicit away from the Consultant any person who is at any time during the term of this document an employee, contractor or supplier of the Consultant and is a person with whom the Customer had dealings for the purposes of the Project.
- 7.2. Each of the obligations set out in **clauses 7.1.1 to 7.1.3** inclusive constitutes an independent and separate obligation. If any such

obligation is determined to be invalid or unenforceable for any reason, this shall not affect the validity or enforceability of the other obligations.

- 7.3. If the Customer wish to hire any person as defined in **clause 7.1** shall contact the Consultant via email, and may subject to approval and payment of USD \$18,000 or 3 months payment (defined as 13 times 38 hour weeks at the charge out rate of the person in question) whichever is greater, or as counter-proposed and mutually agreed in writing. However, such agreement may be withheld by the Consultant with regards to the reasons in **clause 7.4**.
- 7.4. The Customer understands that each employee, contractor or supplier of the Consultant is bound by confidentiality agreements which are strictly enforced protecting the proprietary non-public methodologies, files, data and knowhow of the Consultant. And that hiring any person as defined in **clause 7.1** shall not allow the person to share, gift, sell or make available in any way whatsoever this proprietary information or any other information proprietary to the Consultant regarding their business.
- 7.5. The Consultant and the Customer each covenant and agree that the restraint obligations imposed by this clause are reasonable and extend no further than is reasonably necessary and is solely to protect the Consultant's goodwill and its business.
- 7.6. The Customer shall procure due compliance by its officers, employees and former officers and employees with **clause 7** and enter into whatever agreements or deeds that are reasonably necessary to secure such compliance and the Customer shall indemnify (as a continuing and irrevocable indemnity) the Consultant and hold it harmless in respect of all losses and liabilities of whatsoever nature which the Consultant may suffer, pay or otherwise incur by reason of an officer, employee, or former officer or employee (as the case may be) not complying with the provisions of **clause 7**.

8. GST Pass on (Australian Customers Only)

- 8.1. If GST is or will be imposed on a supply made under or in connection with this document, the supplier may, to the extent that the consideration otherwise provided for that supply under this document is not expressly stated to already include an amount in respect of GST on the supply:
 - 8.1.1. increase the consideration otherwise provided for that supply under this document by the amount of that GST; or
 - 8.1.2. otherwise recover from the recipient (in cash) the amount of that GST.
- 8.2. The recovery by the supplier of any amount in respect of GST under this document on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the recipient.
- 8.3. If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST recovered by the supplier, as appropriate, the supplier:
 - 8.3.1. may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount recovered; or
 - 8.3.2. must refund to the recipient the amount by which the amount recovered exceeds the amount of GST on the supply.
- 8.4. Subject to **clause 8.1** costs required to be reimbursed or indemnified under this document must exclude any amount in respect of GST included in the costs for which an entitlement arises to claim an input tax credit.
- 8.5. The above clauses **8.1 to 8.4** inclusive do not apply to customers not domiciled in Australia for taxation purposes. At this stage, there is ZERO GST (sales tax) payable by such customers.

9. Force Majeure

- 9.1. Neither party shall be liable for any delay in performing or failure to perform any of its obligations under this document caused by Force Majeure, for up to 21 days, provided that the party so prevented from performing uses commercially reasonable and diligent efforts to avoid or mitigate such causes of non-performance and it resumes performance immediately upon diligent efforts to avoid or mitigate such causes, or immediately upon the cessation of the force majeure event.
- 9.2. The eligibility of Force Majeure shall be based on Australian legal definitions of such an event.

10. Limitation of Liability

- 10.1. The liability of the Consultant and its officers, employees and agents in respect of Consultant's Liability shall (to the extent permitted by law) be limited to the supplying of the Services again. Subject to this clause:
 - 10.1.1. Our 'Data Guarantee' is for resupply data for any errors or omissions in data identified and mutually agreed between Customer and Consultant, and notified to the Consultant via email within 30 days (or period as specified in the Proposal) of delivery of the first batch data in question, and where the Customer has made all reasonable efforts by other means to ensure the Consultant has received the email, if the Consultant has not acknowledged the email.
- 10.2. The total liability of the Contractor and its officers, employees and agents in respect of Consultant's Liability shall (to the extent permitted by law) be limited to a maximum aggregate amount equaling the total amount of fees and charges paid to the Consultant under this document at Final Completion or earlier termination.
- 10.3. The Consultant and its officers, employees and agents shall not be liable to the Customer for:
 - 10.3.1. any indirect, consequential or special loss or damage arising out of or relating to this document, the Project or the provision of the Services;
 - 10.3.2. any loss or damage arising from limitations or defects in third party methodologies, data, algorithms, computer applications or processes used by the Consultant to provide the Services or for the purposes of the Project, where an average person could not reasonably have been expected to be aware of such limitation or defect at the time of use;
 - 10.3.3. any loss or damage arising from the failure of the Customer to instigate appropriate back-up of files resident on the Customer's computer(s);
 - 10.3.4. any loss or damage arising from the failure by the Customer to document or adequately note down any information conveyed to them by the Consultant;
 - 10.3.5. any loss or damage arising from the failure by the Customer to heed or distribute any applicable warnings, disclaimers, notices, licenses or documentation (including but not limited to printed or electronic materials including emails);
 - 10.3.6. any loss or damage arising from the Consultants' compliance with applicable laws, regulations, court orders or other legal requirements imposed upon the Consultant; and
 - 10.3.7. any loss of or damage to data supplied to the Consultant unless the importance of such data to the Customer has at the time of supply been notified to the Consultant and the Consultant has accepted liability in writing for such loss or damage, the acceptance or non-acceptance of which shall be at the Consultant's absolute discretion.

- 10.4. The Consultant, its officers, employees, agents and each of them shall to the extent permitted by law be released and discharged from any and all Consultant's Liability if the Customer fails to fulfil either:
 - 10.4.1. The Notification Requirements; or
 - 10.4.2. the Claim Requirements.
- 10.5. The Notification Requirements are that the Customer within the Notification Period satisfy the notification requirements of **clause 11.1.1**.
- 10.6. The Claim Requirements are that the Customer within the Claim Period:
 - 10.6.1. institute a proceeding in respect of a liability or liabilities that fall within the ambit of Consultant's Liability in a Court of competent jurisdiction; and
 - 10.6.2. notify the Consultant of the proceeding in writing.
- 10.7. Where the Customer fulfils the Notification Requirements, the Consultant and its officers, employees and agents shall nevertheless be released and discharged from any and all Consultant's Liability except for the particular liability or liabilities notified.
- 10.8. Where the Customer fulfils the Claim Requirements, the Consultant and its officers, employees and agents shall nevertheless be released and discharged from any and all Consultant's Liability except for the particular liability or liabilities alleged by the Customer in its pleadings in the proceeding as such pleadings stand on the day the Consultant receives written notification of the proceeding.
- 10.9. For the avoidance of doubt, **clauses 10.1, 10.2, 10.3, 10.4, 10.7 and 10.8** (and all sub-clauses) operate as independent limitations so that if any of those clauses is for any reason void, invalid or unenforceable, the provisions of the other clause or clauses shall continue to be of full force and effect.

11. Dispute Resolution

- 11.1. It shall be a condition precedent to the bringing by the Customer of any legal proceedings in respect of Consultant's Liability in any Court having jurisdiction in respect of same that the Customer shall have first:
 - 11.1.1. Notified the Consultant of its claim or claims in writing (providing all details and particulars thereof sufficient to allow the Consultant to identify the issues involved and if appropriate to address them);
 - 11.1.2. Allowed the Consultant 60 days from the date of receipt of notification to make good any default or to seek to resolve such claim or claims; and
 - 11.1.3. Where any default has not been made good or the claim or claims have not otherwise been resolved after the elapse of 60 days, adopted and completed the mediation procedure provided for in **clause 11.2**.
- 11.2. The mediation procedure to be adopted under **clause 11.1.3** is as follows:
 - 11.2.1. The Customer shall notify the Consultant in writing that it wishes to refer the claim or claims to mediation.
 - 11.2.2. The mediator shall be a mediator agreed upon by the parties and, failing agreement within 14 days of request to do so, as shall be nominated by the President for the time being of the Law Institute of Victoria.
 - 11.2.3. The parties shall be jointly responsible for the fees of the mediation and each party must pay its own costs in respect of it.
 - 11.2.4. The mediation shall be conducted in accordance with the Mediation Code of Practice of the Law Institute of Victoria (as updated).
 - 11.2.5. The parties may be legally represented.
 - 11.2.6. The place of mediation shall be in Melbourne, Australia, or Dallas, Texas, U.S.A., if another location preferred.

- 11.3. The provisions of **clause 11.1** do not apply to legal proceedings brought or to be brought by the Consultant.
- 11.4. Despite the Customer taking steps to comply with this **clause 11**, the Customer must continue to perform its obligations under this document in a timely manner (including those pre-existing obligations the subject of the claim or claims) to the extent possible.

12. Confidentiality

- 12.1. Any business or organizational data, files or knowledge provided to the Consultant named by the Customer as confidential shall be treated by the Consultant as confidential.
- 12.2. The Customer warrants that will act in good faith with regards to confidentiality, and advise the Consultant in writing of any special requirements for confidentiality on this Project.
- 12.3. Any additional Non Disclosure or Confidentiality Agreement required by the Customer shall form a Schedule to the Proposal.
- 12.4. The Consultant maintains a number of encryption and security options for Customer confidentiality and details of these are available to the Customer upon request.
- 12.5. Unless otherwise noted in the Proposal the Consultant may disclose publicly that they are providing services for the Customer, but will not disclose any details of work identifiable to any Customer.
- 12.6. The Customer (or any other Customer) may not request any data or knowhow from any other Customer, as part of the Project.
- 12.7. The Consultant provides business, firm-level, governmental and aggregate data and case studies as part of its remit – the business will not be directly involved in gathering personal or private data on individuals as part of the Services, and does not consider such individual data (except in aggregate) part of its remit.

13. Assignment

- 13.1. Neither party shall assign or purport to assign or otherwise deal with or encumber this document or the rights it has pursuant to this document without first obtaining the written consent of the other party, which consent may be withheld for any reason whatsoever.

14. No partnership

- 14.1. Nothing in this document or the Proposal will operate or be deemed to create a partnership between any of the parties.

15. Precedence

- 15.1. In the event of any conflict or inconsistency between the following documents, the order of precedence (but only to the extent of such conflict or inconsistency) between them shall be as follows:
 - 15.1.1. any signed agreement attached to the Proposal
 - 15.1.2. this document
 - 15.1.3. the Proposal
 - 15.1.4. Schedules to the Proposal
 - 15.1.5. Other attachments to the Proposal
- 15.2. The parties shall do all things necessary on their respective parts to amend the document or documents (as the case requires) the subject of the conflict or inconsistency to ensure that there is no inconsistency between them.

16. Notices

- 16.1. Any notice or other communication to be given to the Consultant under this document must be typed in a legible format and mailed via registered post to 2thinknow®, GPO Box 3375, Melbourne, VIC Australia 3001.

17. Severance

- 17.1. If any of the provisions of this document or the application of any term is invalid or unenforceable to any extent, then the remainder of the terms shall not be affected and each term or provision of this document shall be valid and enforceable to the extent permitted by law.

18. Governing law

- 18.1. This document shall be governed by and construed in accordance with the laws for the time being in force in the State of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the said State including any Courts having appellate jurisdiction.

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