

**TERMS AND CONDITIONS  
IN RESPECT OF CUSTOM MINTED PRODUCTS**

**1. INTERPRETATION**

1.1 For the purposes of this Agreement the terms stated below shall have the following meaning:

**Definitions**

<b>Agreement</b>	means a written binding contract of sale between the Buyer and the Seller. The Agreement is entitled "Agreement for Custom Minted Products" and incorporates these Terms and Conditions.
<b>AML/CTF obligations</b>	means any obligation imposed on the Seller by the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth), the <i>Financial Transactions Reports Act 1988</i> (Cth) or subordinate legislation.
<b>Associated Material</b>	means any promotional material, merchandising, publications and other articles offered, distributed, sold or used in connection with the Coins or numismatic products.
<b>Business Day</b>	means a day that is not a Saturday, Sunday or a public holiday or bank holiday in the place where an obligation under this Agreement is to be performed.
<b>Buyer</b>	means the legal entity purchasing the Coin(s) from the Seller. Where there is a signed Agreement between the Parties, the Buyer is listed as the second Party in <b>paragraph 1</b> of the Agreement.
<b>Certificate of Authenticity</b>	means the certificate which provides a summary of the Coin Design and authenticates the Specifications set out in <b>Item A</b> [ <i>Specifications and Design of Coins</i> ] of the Agreement or Quote.
<b>Coin(s)</b>	means the coins, medallions, ingots or other custom minted product listed in <b>Item A</b> [ <i>Specifications and Design of Coins</i> ] of the Agreement or Quote.
<b>Collection Date</b>	means the date specified for collection of each consignment of Coins as specified in <b>column 5</b> of the Table in <b>Item C</b> [ <i>Order Quantity</i> ] of the Agreement or Quote; or as extended in writing by the Parties. The delivery shall be considered completed from such point in time in which the Coins are made available for collection Ex Works.
<b>Confidential Information</b>	means confidential information of a Party which relates to the subject matter of the Agreement or Quote but excludes: <ul style="list-style-type: none"><li>(a) information that becomes public knowledge other than by breach of the Agreement or by any other unlawful means;</li><li>(b) information that is in the possession of the other Party before the date of its receipt from the Party disclosing the information; or</li><li>(c) information that has been independently developed by the other Party or which is or was acquired by that Party from a third Party having the right to disclose it to that Party.</li></ul>
<b>Currency Determination</b>	in relation to an Australian Coin means a determination made under sections 13 or 13A of the <i>Currency Act 1965</i> (including the former Currency Regulations). In relation to a Coin issued by a country other than Australia, 'Currency Determination' means a legal instrument issued by the relevant authority, the effect of which is to determine the Coins as legal tender.
<b>Designs</b>	means the images, drawings or other Intellectual Property to be applied to the Coins and any Master Tools and/or Working Dies required for their production as set out in <b>Item A</b> [ <i>Specifications and Design of Coins</i> ].

<b>Excusable Delay</b>	means a circumstance beyond the reasonable control of the Parties and which results in a Party being unable to observe or perform on time an obligation under the Agreement. Such circumstances shall include but shall not be limited to: <ul style="list-style-type: none"> <li>(a) acts of God, lightning strikes, earthquakes, floods, droughts, storms, tempests, mud slides, washaways, explosions, fires and any natural disaster; or</li> <li>(b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.</li> </ul>
<b>Ex Works</b>	has the same meaning given to it under Incoterms® 2020 and requires a freight forwarder to be appointed by the Buyer for collection from the Seller. The Buyer is responsible for loading the Coins on the vehicle appointed by the Buyer and the Buyer bears the full costs and risk involved in bringing the Coins from the Seller's address in <b>Item F</b> [ <i>Address for Collection</i> ] of the Agreement or Quote to the Buyer's desired destination.
<b>Fees</b>	means the Fees payable by the Buyer to the Seller in accordance with <b>clause 4</b> of the Terms and Conditions and <b>Item H</b> [ <i>Fees</i> ] of the Agreement or Quote.
<b>Freight</b>	means the total cost of transporting the Coins from the Seller to the Buyer's addresses.
<b>Incoterms® 2020</b>	means the International Chamber of Commerce's 2020 international commercial terms of trade for the sale of goods..
<b>Intellectual Property</b>	includes any literary, artistic, or scientific work, invention, discovery or new process whether patentable or not, patent, copyright and associated Moral Rights, registered or unregistered trade mark, design, trade, business or company names, or other property rights or any other rights to the registration of such rights, whether created in Australia or elsewhere.
<b>Logo and Branding Guidelines</b>	means the Royal Australian Mint's Logo and Branding Guidelines which is available on the Internet at: <a href="https://www.ramint.gov.au/logo-and-branding-guidelines">https://www.ramint.gov.au/logo-and-branding-guidelines</a>
<b>Master Tools</b>	means the master set of tools produced by the Seller bearing the Designs which are required for the manufacture of the Working Dies.
<b>Material</b>	means anything in relation to which Intellectual Property rights arise.
<b>Minimum Acceptable Standard</b>	means the minimum standard for the Coins as established in accordance with these Terms and Conditions.
<b>Mint Plain Text Logo</b>	means the logo as set out in the Royal Australian Mint Plain Text Logo Guidelines, which is available on the Internet at: <a href="https://www.ramint.gov.au/sites/default/files/Royal%20Australian%20Mint%20Text%20Logo%20Guidelines.pdf#page=1">https://www.ramint.gov.au/sites/default/files/Royal%20Australian%20Mint%20Text%20Logo%20Guidelines.pdf#page=1</a>
<b>Moral Rights</b>	means the following non-proprietary rights of authors of copyright Material: <ul style="list-style-type: none"> <li>(a) the right of attribution of authorship</li> <li>(b) the right of integrity of authorship; and</li> <li>(c) the right not to have authorship falsely attributed.</li> </ul>
<b>Notice</b>	means a notice issued under this Agreement in accordance with <b>clause 15.14</b> to the representative of a Party whose details are described in <b>Item L</b> [ <i>Addresses and Contact Details</i> ].
<b>Order</b>	means the order for Coins referred to in <b>Item C</b> [ <i>Order Quantity</i> ] of the Agreement or Quote, or any subsequent order that is agreed to in writing by the Parties.
<b>Packaging</b>	means the packaging of the Coins described in <b>Item B</b> [ <i>Packaging</i> ] of the Agreement or Quote.
<b>Party</b>	means either the Buyer or the Seller.
<b>Quote</b>	means the document entitled "QUOTE" and submitted by the Seller to the Buyer in relation to the proposed production and supply of custom minted products. The quote is an invitation to treat only and not an obligation to sell or offer. The quote incorporates these Terms and Conditions
<b>Release Date</b>	means the date that the Coins are made available to the public.

<b>Sample Coins</b>	means the Coins specified in <b>Item D</b> [ <i>Production of Coins</i> ] of the Agreement or Quote.
<b>Seller</b>	means the Commonwealth of Australia as represented by the Royal Australian Mint.
<b>Specifications</b>	means the specifications for the Coins set out in <b>Item A</b> [ <i>Specifications and Design of Coins</i> ].
<b>Terms and Conditions</b>	means these Terms and Conditions in Respect of Custom Minted Products, as amended from time to time, and includes documents incorporated by reference.
<b>Working Dies</b>	means the tools produced by the Seller from the Master Tools bearing the Designs in whole or in part which in turn are required for the manufacture of the Coins.

## 2. INTERPRETATION

2.1 In this Agreement, unless the contrary intention appears:

- (a) words in the singular include the plural and words in the plural include the singular;
- (b) words importing a gender include any other gender,
- (c) clause headings are for ease of reference only and shall not be relevant to the interpretation of the provisions to which they refer;
- (d) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision,
- (e) a reference to a clause is a reference to a clause in these Terms and Conditions,
- (f) a reference to a clause includes a reference to its sub clauses;
- (g) a reference to a paragraph refers to a paragraph in the Agreement;
- (h) a reference to an Item refers to Items A-M of the Agreement or Quote;
- (i) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (j) prices are in Australian Dollars (AUD) unless otherwise specified;
- (k) if there is any inconsistency between these Terms and Conditions, the Agreement and any other document incorporated by reference, to the extent of any such inconsistency, the order of priority will be:
  - i. the Agreement for Custom Minted Products;
  - ii. the Terms and Conditions in Respect of Custom Minted Products;
  - iii. the Quote; and
  - iv. any other document incorporated by reference in the Terms and Conditions in Respect of Custom Minted Products.

## 3. PRODUCTION AND SUPPLY OF COINS

3.1 If the Seller, at its absolute discretion, enters into the proposed Agreement with the Buyer, the Seller agrees to:

- (a) produce and supply to the Buyer Coins having the Specifications and Designs set out in **Item A** [*Specifications and Design of Coins*] and **Item B** [*Packaging*] in accordance with the quantity

- specified in **Item C** [*Order Quantity*] of the Agreement or Quote;
- (b) comply with the procedures for the production and supply of the Coins specified in **clause 3.5** and **Item D** [*Production of Coins*] of the Agreement or Quote;
  - (c) subject to **clause 10.3**, comply with the timeframe for the production of the Coins specified in **Item E** [*Timeframes*] of the Agreement or Quote; and;
  - (d) provide finished coins for collection by the Buyer Ex Works at the address specified in **Item F** [*Address for Collection*] of the Agreement or Quote subject to these Terms and Conditions, or in accordance with another Incoterms® 2020 rule used and set out in the Agreement or Quote.
- 3.2 If the Seller, at its absolute discretion, enters into the proposed Agreement with the Buyer, the Parties agree to comply with any additional requirements in relation to the production and supply of the Coins set out in **Item G** [*Special Conditions*] of the Agreement or Quote.
- 3.3 The Buyer must comply with all of its obligations under the Agreement including without limitation any requirements in these Terms and Conditions, the Quote and any other documents incorporated in these Terms and Conditions by reference.
- 3.4 The Buyer acknowledges that:
- (a) the Seller is not bound to fulfil any Order where a required Currency Determination has not been issued;
  - (b) the Seller will not be liable for any costs or expenses directly or indirectly incurred by the Buyer in connection with the Agreement or Quote; and
  - (c) the Seller may, prior to Currency Determination and/or coining trials, change the Coin Designs or Specifications in consultation with the Buyer.
- 3.5 Subject to the Seller signing the Agreement, and prior to production of the Coins in the quantities specified in the Agreement or Quote:
- (a) the Seller shall provide the Buyer with two samples of each Coin listed in **Item A** [*Specifications and Design of Coins*] of the Agreement or Quote, for inspection and approval by the Buyer;
  - (b) the Sample Coins shall be mailed to representatives of the Buyer whose details are described in **Item L** [*Addresses and Contact Details*] of the Agreement or Quote;
  - (c) the Buyer shall check whether the Sample Coins meet the Specifications set out in the Agreement or Quote. If the Sample Coins meet the Specifications, these will be established as the Minimum Acceptable Standard for the Coin;
  - (d) the Buyer shall notify the Seller by email of its approval or otherwise of the Sample Coins within 10 days of their receipt of the sample Coins from the Seller;
  - (e) if the Buyer approves of the Sample Coins it must return one sample Coin to the Seller within 10 days of its receipt;
  - (f) if a Sample Coin is not approved by the Buyer, the Buyer will advise the Seller in writing of any changes within 10 days of receiving the sample Coins from the Seller;
  - (g) the production of Coins in the quantities stated in the Agreement or Quote shall not commence until the Buyer approves in writing the final sample of that Coin.
- 3.6 The Seller shall not be obliged to comply with the Dates specified in **Item E** [*Timeframes*] of the Agreement or Quote if the Seller does not receive approval of the Sample Coins within 10 days of the Buyer receiving those Coins from the Seller.

3.7 A Sample Coin shall be deemed to be received by a Party upon the expiration of five Business Days after the date upon which the Sample Coin was sent to that Party.

#### 4. FEES

4.1 The Buyer agrees:

- (a) to pay the Seller the Fees specified in **Item H [Fees]** of the Agreement or Quote for the production and supply of the Coins in accordance with the procedure specified in **Item I [Payment of Fees]** of the Agreement or Quote;
- (b) to pay the Seller the Fees for any additional activities as may be provided in **Item J [Additional Fees]** of the Agreement or Quote; and
- (c) that where the Buyer places an Order for less than the minimum order quantity of Coins set out in **Item C [Order Quantity]** of the Agreement or Quote, the Buyer must nevertheless pay to the Seller the full Fees that apply to the minimum order quantity.

4.2 The Parties agree that the Fees quoted are Ex Works, unless another Incoterms® 2020 rule is used and set out in the Agreement or Quote.

4.3 The Seller shall not be obliged to supply the Coins or to comply with the dates specified in **Item E [Timeframes]** if the Buyer does not pay the Fees in **clause 4.1** within 30 days of a correctly rendered invoice being issued by the Seller.

#### 5. REASONABLE ASSISTANCE

5.1 The Buyer shall provide the Seller with all reasonable assistance and information necessary for the Seller to satisfy its obligations under the Agreement.

#### 6. MARKETING AND DISTRIBUTION

6.1 Subject to the Seller, in its absolute discretion, signing the Agreement, the Buyer and the Seller agree to market and sell the Coins in accordance with the terms and conditions set out in **Item K [Marketing and Distribution]** Of the Agreement or Quote.

#### 7. SECURITY OF THE COINS, MASTER TOOLS AND WORKING DIES

7.1 Within 180 days of a Coin being completed in accordance with the Agreement, the Seller shall destroy any Coins that do not conform to the Specifications.

7.2 Where the Seller destroys any Coins or Working Dies in accordance with **clause 7.1**, it will own and be entitled to retain and reuse any metal recovered from this process.

#### 8. INTELLECTUAL PROPERTY

8.1 The Buyer acknowledges and agrees that it must obtain the prior written approval of the Seller before using any Australian Government logos or any Material, trademarks or logos (including, without limitation, the Mint Plain Text Logo or the Royal Australian Mint name) that are the subject of the Intellectual Property rights of the Seller.

8.2 Subject to **clause 8.1**, the Buyer must at all times:

- (a) observe and abide by the instructions, requirements, directions, specifications and policies issued by the Seller in relation to advertisement and promotion of the Coins; and
- (b) adhere to any instructions issued by the Seller relating to the representation of the Coins and reproduction and use of images of the Coins or Commonwealth of Australia branding material.

8.3 Subject to **clause 8.1**, the Buyer must comply with any branding requirements relating to the Coins,

Packaging and Associated Material that may be notified to it from time to time by the Seller including in particular those requirements set out in **Item B [Packaging]** of the Agreement or Quote and Logo and Branding Guidelines.

- 8.4 The Buyer acknowledges that Material, trademarks and logos that are the subject of the Intellectual Property rights of the Seller may be changed or replaced by the Seller at any time without Notice or penalty.

## 9. CONFIDENTIAL INFORMATION

- 9.1 Each Party agrees that it will not, without the prior written consent of the other Party, disclose any information of a confidential or commercially sensitive nature concerning this Agreement or the dealings between, or the confidential affairs of, the Parties, in or arising out of or connected with any Designs, Specifications or Coin Determinations, provided that this clause does not apply to:

- (a) any information which is in the public domain, other than due to a breach of this clause; or
- (b) any disclosure which is required by law, a stock exchange, a Minister, or a House or Committee of Parliament.

## 10. COLLECTION AND RISK

- 10.1 Subject to the Seller signing the Agreement, the Seller will make any Coins available for collection by the Buyer at the address specified in **Item F [Address for Collection]** of the Agreement or Quote. The delivery shall be considered completed from such point in time at which the Coins are made available Ex Works, or in accordance with the other Incoterms® 2020 rule used as set out in the Agreement or Quote.
- 10.2 The risk of loss or damage to the Coins shall be transferred to the Buyer in accordance with the delivery term Ex Works, or in accordance with the other Incoterms® 2020 rule used as set out in the Agreement or Quote.
- 10.3 Any time or date quoted by the Seller for availability or delivery of Coins is an estimate only and the Seller shall not be liable for any loss or damage, however arising, as a result or consequence of any failure to supply all or part of the Order on a particular date or at a particular time, whether Ex Works or otherwise.

## 11. DAMAGED AND DEFECTIVE PRODUCTS

- 11.1 If Coins received are perceived to be damaged or defective, the Buyer should immediately, or in any event no later than five Business Days, advise the Seller and provide relevant documentation and details of the affected Coins, including clear, dated and annotated images of the damage/defects.
- (a) Should the Seller accept the defects on the basis of the digital documentation, the Seller undertakes, where possible, to dispatch replacement products within 10 Business Days, charged at current and standard pricing. Freight will be at the expense of the Seller.
    - i. In the event the Seller is unable to replace any or all of the rejected Products, the Seller will create a credit note for the value of the returned Coins.
    - ii. In the event freight costs to return the Coins exceed the price of the Coins, the Seller may at its discretion advise the Buyer to dispose of the Coins and proceed to issue a credit instead.
  - (b) Rejected Coins must be sent to The Royal Australian Mint, Wholesale Business Unit, Denison St, Deakin, ACT 2600, Australia, accompanied by an RMA (Return Materials Approval) number. This return will be at the expense of the Seller using a freight provider nominated by the Seller.
  - (c) Should, on inspection of returned Coins, the Seller accept that defect or damage occurred before delivery, it will reimburse the Buyer for the value of the Coins.
  - (d) Should, on inspection of returned Coins, the Seller concludes that defect or damage is due to neglect, alteration, improper storage or any other cause that occurred after delivery, the Seller may not credit the Buyer the value of the rejected Coins or any costs the Buyer may have incurred.
- 11.2 If the Seller and the Buyer cannot agree on the details of Coin rectification, the Buyer can return the Coins to the Seller and bear the cost of the return. The Seller will at its discretion or, as agreed between the Parties, credit the Buyer's account with the purchase price paid by or invoiced to the Buyer.

## 12. WARRANTY

- 12.1 The Seller warrants that Coins will comply in all material respects with the Specifications set out in **Item A** [*Specifications and Design of Coins*] of the Agreement or Quote and will be free from material defects.
- 12.2 To the maximum extent permitted by law:
- (a) all Coins are purchased on a “no returns” basis and without warranties of any kind either expressed or implied regarding merchantability or fitness for a particular purpose; and
  - (b) payments made by the Buyer to the Seller are not refundable unless otherwise agreed in writing by the Mint.
- 12.3 The process for handling Coins that are found to be damaged upon delivery is set out at **clause 11**.

### **13. TERMINATION FOR CONVENIENCE**

- 13.1 In addition to any other rights either Party has under this Agreement:
- (a) the Seller acting in good faith, may at any time; or
  - (b) the Buyer acting in good faith, may notify that it wishes to terminate the Agreement or reduce the scope or quantity of the Order by providing a Notice to the other Party.
- 13.2 If the Seller issues a Notice under this clause, the Buyer must comply with any reasonable directions given by the Seller. The Agreement will terminate, or scope will be reduced in accordance with the Notice, when the Buyer has complied with all of those directions.
- 13.3 If the Buyer issues a Notice under this clause, the Seller must stop or reduce work in accordance with the Notice.
- 13.4 In either case, the Seller will mitigate all loss and expenses in connection with the termination or reduction in scope. The Buyer will pay the Seller for any Order accepted in accordance with this Agreement before the effective date of termination or reduction.
- 13.5 If the Buyer issues a Notice under this clause, the Buyer will also pay the Seller for any reasonable costs the Seller incurs that are directly attributable to the termination or reduction, provided the Seller substantiates these costs to the Buyer.
- 13.6 Under no circumstances will the total of all payments to the Seller exceed the total payments that were to be paid under this Agreement. The Seller will not be entitled to loss or anticipated profit for any part of the Agreement not performed.

### **14. TERMINATION FOR CAUSE**

- 14.1 This Agreement may be terminated:
- (a) by written consent between the Parties;
  - (b) if a Party has committed a breach of any its obligations under this Agreement, including, without limitation these Terms and Conditions, and fails to rectify such breach (if capable of rectification) within 15 Business Days of service of a Notice in writing on the other party calling upon it to rectify such breach;
  - (c) if any required Currency Determination is not issued within 30 days prior to the Collection Date of an Order;
  - (d) if the Buyer fails to pay an amount due to the Seller by the invoice date;
  - (e) if the Buyer:
    - i. is unable to pay all its debts when they become due;

- ii. if incorporated – comes under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) (including but not limited to having a liquidator, receiver, administrator or other controller appointed) or under an equivalent international law;
    - iii. if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth), or has an order made against it for the purpose of placing it under external administration;
  - (f) if a Party engages in any act, or allows any act within its control to be done, which does or will in any way harm, impair or adversely affect the reputation of any other Party;
- 14.2 If the Seller terminates the Agreement under **clause 14**, the termination will be effective immediately upon valid Notice (unless specified otherwise).
- 14.3 As a result of any suspension or termination under **clauses 13 or 14**:
- (a) the Seller may:
    - i. refuse to fulfil any Order and refuse to facilitate collection of the Coins by the Buyer;
    - ii. cancel production or supply of any Coins for which payment has not been received in full by the Seller and refund any partial payment received from the Buyer (less any handling or administration fees or out of pocket expenses or fees incurred by the Seller);
    - iii. automatically revoke any licences granted by the Seller in favour of the Buyer, unless otherwise agreed in writing by the Seller;
    - iv. claim ownership of all Coins, sell the Coins and retain all profits from such sale;
  - (b) the Buyer must:
    - i. if directed by the Seller, return all the Seller's Intellectual Property and Confidential Information to the Seller within a timeframe specified by the Seller; and
    - ii. comply with any reasonable directions of the Seller.
- 14.4 The Buyer will not be entitled to any compensation whatsoever if the Seller exercise its rights to terminate the Agreement under **clauses 13 or 14**.

## 15. GENERAL

### Delay

- 15.1 Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay is due to Excusable Delay.
- 15.2 If a delay or failure of a Party to perform its obligations is caused or anticipated due to Excusable Delay, the performance of that Party's obligations will be suspended.
- 15.3 If a delay or failure by a Party to perform its obligations due to Excusable Delay exceeds 90 days, either Party may immediately terminate the Agreement upon providing Notice in writing to the other Party.
- 15.4 If either Party fails to comply with, or delays the performance of, any of its obligations under the Agreement, or if the Parties fail to agree to a matter within the timeframe stated under the Agreement, the Parties will not be required to comply with the timeframe for the performance of its corresponding obligations and will perform those obligations at the earliest available opportunity as determined by each Party taking into consideration its business requirements at the relevant time.
- 15.5 If the Buyer fails to make the required deposits or arrange credits the Seller will not be obligated to comply with the Collection Dates and production schedules in the Agreement or Quote.

### **Settlement of disputes**

- 15.6 In the event of any dispute between the Parties arising out of or in connection with this Agreement, the Parties shall use their best efforts to settle such dispute by negotiation.
- 15.7 Any dispute which cannot be settled by negotiation will be settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules. The Place of Arbitration shall be Canberra, Australia. The language of the Arbitration shall be English.

### **Amendment**

- 15.8 No variation, modification or alteration of any of the terms of this Agreement, including this clause is effective unless it is in writing and signed by each of the Parties.

### **Assignment**

- 15.9 Neither Party can assign this Agreement or any right or obligation arising under this Agreement to any third party without the prior written consent of the other Party.
- 15.10 The failure of a Party at any time to enforce any of the terms or provisions of this Agreement or to exercise any right under this Agreement does not constitute a waiver of any such right or affect the Party's privilege to enforce that right.

### **Waiver**

- 15.11 If any provision of this Agreement is deemed to be or is adjudicated to be unlawful or unenforceable, such provision is to be severed from this Agreement and all other remaining provisions remain in force.

### **Severance**

- 15.12 The Parties agree that unless expressly stated in this Agreement or otherwise agreed in writing between the Parties, neither of the Parties is an agent or partner of any of the other Parties.

### **Entire Agreement**

- 15.13 The Agreement is the entire agreement of the Parties on the subject matter. The only enforceable obligations and liabilities of the Parties in relation to the subject matter are those that arise out of the provisions contained in the Agreement. All representations, communications and prior agreements, Quotes and Memoranda of Understanding in relation to the subject matter are merged in and superseded by the Agreement.

### **Notices**

- 15.14 The Parties agree that:
- (a) to be valid, any Notice, including but not limited to a termination Notice or communication by a Party, must be in writing and sent to another Party's authorised representative as named **Item L** [*Addresses and Contact Details*] in the Agreement or Quote. The Parties may at any time change the details of their authorised representatives by Notice in writing to the other Parties;
  - (b) any Notice or communication between the Parties must be in English;
  - (c) a Notice is deemed to be effected:
    - i. if delivered by hand - upon delivery to the relevant address;
    - ii. if sent by registered post - upon delivery to the relevant address;
    - iii. If transmitted by email to the email address of the recipient - upon actual delivery as

evidenced by an acknowledgement of receipt from the recipient's system (including by means of delivery receipt); or

- iv. if transmitted by facsimile machine to the facsimile address of the recipient – upon receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient; and
- (d) a Notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in the place of receipt.

#### **Governing law and jurisdiction**

15.15 This Agreement shall be governed by and construed in accordance with the laws applicable in the Australian Capital Territory and the Parties submit to the non- exclusive jurisdiction of the courts of that Territory.

15.16 In order for the Seller to meet its AML/CTF obligations, the Buyer acknowledges and agrees that (despite any other terms of this Agreement):

- (a) transactions may be delayed, blocked or refused where the Seller has reasonable grounds to believe that they breach Australian law or the law of any other country;
- (b) the Seller may from time to time require additional information from you in relation to this Agreement to assist us in meeting our regulatory compliance obligations;
- (c) where legally obliged to do so, the Seller may disclose information gathered in connection with this Agreement to regulatory and/or law enforcement agencies;
- (d) the Buyer must not initiate, engage in or effect a transaction that may be in breach of Australian law (or the law of any other country).

15.17 Where the Commonwealth of Australia or the Seller has received a Freedom of Information request, pursuant to the *Freedom of Information Act 1982* (Cth) (FOI Act), for access to a document created by, or in the possession of the Seller that relates to the Agreement or Quote and is required to be provided under the FOI Act, the Seller will consult the Buyer prior to the release of the document.

#### **Survival**

15.18 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement (including **clauses 8, 9, 15.14, 15.16 and 15.17**) survive termination or expiry of this Agreement.