

## SERVEGATE MASTER SERVICES AGREEMENT (MSA)

This Master Services Agreement ("Agreement") is made between ServeGate Australia Pty Ltd (ABN 56 609 386 156) ("ServeGate") and the entity identified in an executed Membership Agreement or Work Order ("Member"). Each a "Party" and together the "Parties".

This Agreement governs the relationship between the Parties and forms the overarching framework under which ServeGate may issue Work Orders to the Member.

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### 1. DEFINITIONS

**Client:** The third-party organisation that has engaged ServeGate to deliver services.

**Camera Surveillance:** Surveillance by means of a camera that monitors or records visual images of activities on premises or in any other place.

**Computer Surveillance:** Surveillance by means of software or other equipment that monitors or records the information input or output, or other use of a computer, including the sending and receipt of e-mails and the accessing of Internet websites.

**Confidential Information** means the following information in any form:

- (a) all information relating to a Party, its business, property (including virtual and intellectual property), accounts, affairs and finances, including the name, records and files of the Party's clients (including the Clients); and
- (b) all other confidential information and knowhow of a Party of which the other Party becomes aware (both before and after the day this Agreement is signed) or generates in conducting the work under this Agreement,

however, it does not include information in the public domain (unless in the public domain due to a breach of confidentiality by a Party).

**Contracting Fee:** The percentage retained by ServeGate from the Daily Rate received from the Client.

**Daily Rate** means the net (ex-GST) daily payment paid by the Client to ServeGate for services delivered by the Member in accordance with a Work Order. The Daily Rate is for a maximum 8-hour day, unless otherwise specified in the relevant work order between the Client and ServeGate or the relevant Deed.

**Deed of Standing Offer or Deed:** A head agreement or panel arrangement between ServeGate and a Client, which may contain Flow-Down Obligations to Members, pursuant to which ServeGate issues Work Orders to the Member.

**DISP:** The Defence Industry Security Program.

**Flow-Down Obligations** means the contractual and obligations that by their nature apply to the entity completing the work for the Client, for example the service provider's obligations under a Deed.

**Intellectual Property** means any and all software, computer programs, source code, inventions, models, designs, drawings, plans, calculations, specifications, photographs, modelling, reports, tenders, proposals and any other materials or ideas created or generated by the Member (or its Personnel or Associated Entities as defined under the *Corporations Act 2001*) while providing or in connection with the work under this Agreement (whether alone or with others).

**Member:** The subcontractor entity approved by ServeGate to be part of the ServeGate delivery network.

**Membership Agreement:** The document titled ServeGate Membership Agreement that is executed by the Member confirming its acceptance into ServeGate and of this Agreement and specifying tier and fee arrangements.

**Personnel** means the workers engaged by the Member (with ServeGate's approval if required) to carry out the work required under a Work Order.

**Proposal** means the proposal submitted by the Member in response to RFQ or Targeted RFQ in order to win a Work Order.

**RFQ:** Request for Quotation, Request for Tender, or equivalent request by a Client for a proposal to deliver goods and/or services.

**Targeted RFQ:** An RFQ issued by ServeGate to selected Members.

**Tracking Surveillance:** Surveillance by means of an electronic device the primary purpose of which is to monitor or record geographical location or movement, such as a Global Positioning System (GPS) tracing device.

**Untargeted RFQ:** An RFQ issued by ServeGate broadly to eligible Members, typically Full-Access Tier.

**Work Order:** A document titled ServeGate Work Order or ServeGate Purchase Order that is issued by ServeGate to the Member for specific work commissioned under this Agreement, incorporating Client-specific terms, deliverables, and timeframes and this Agreement.

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## 2. MEMBERSHIP

### 2.1 Application Process

To become a Member, a company must:

- (a) Complete the online application form;
- (b) Participate in ServeGate's assessment process, including due diligence, reference checks, interviews, and other verification activities;
- (c) Be approved by ServeGate.

### 2.2 Membership Tiers

ServeGate offers:

- (a) Pass-Through (Free) Tier: Access to Targeted RFQs only;
- (b) Full-Access Tier: Access to both Targeted RFQs and Untargeted RFQs.

### 2.3 Membership Fees

2.3.1 Full-Access Members must pay the joining fee stated in the Membership Application.

2.3.2 ServeGate may, at its absolute discretion, waive this fee for Certified Indigenous suppliers listed with Supply Nation.

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## 3. TERM AND TERMINATION

### 3.1 Commencement and Duration

This Agreement takes effect upon the earliest execution of a Membership Agreement or Work Order between the Parties and continues until terminated in accordance with this Agreement.

### **3.2 Termination for Convenience**

3.2.1 Subject to clause 3.2.2, either Party may terminate this Agreement by giving 90 days' written notice to the other Party.

3.2.2 Except where ServeGate terminates this Agreement because the Commonwealth has terminated the relevant Deed and/or has withdrawn the funding that pays for the Work Order, where either Party terminates the Agreement under clause 3.2.1, the Parties must complete all existing Work Orders in accordance with the terms and conditions of this Agreement.

3.2.3. This clause 3.2 survives termination of this Agreement.

### **3.3 Termination for Cause**

Either Party may immediately terminate this Agreement if the other Party:

- (a) breaches a material term and fails to remedy it within 14 days of receiving written notice of the breach;
- (b) becomes insolvent, enters administration, or is subject to liquidation.; or
- (c) is subject to a Significant Event (as defined in clause 10) and either fails to notify ServeGate in accordance with clause 10 or fails to implement an approved remediation plan (or otherwise remedy the Significant Event) to ServeGate's reasonable satisfaction within the required timeframe.

### **3.4 Effect of Termination**

Subject to clause 3.2, on termination of this Agreement:

- (a) No new Work Orders may be issued;
- (b) If the Agreement is terminated in accordance with clause 3.3, the terminating Party may choose to allow existing Work Orders to continue in accordance with the terms and conditions of this Agreement until their completion or a specified time or terminate them immediately;
- (c) ServeGate will cease sponsoring security clearances held by the Member's Personnel unless required for ongoing work (to the extent permitted by the Commonwealth);

### **3.5 Termination of Work Orders on Agreement Termination**

A Work Order immediately terminates:

- (a) Subject to clause 3.4(b), where a Party terminates this Agreement for cause under clause 3.3; or
- (b) Where ServeGate terminates this Agreement under clause 3.2.1 because the Commonwealth has terminated the relevant Deed and/or has withdrawn the funding that pays for the Work Order (unless ServeGate specifies otherwise).

### **3.6 Termination of individual Work Order by ServeGate**

3.6.1 ServeGate may immediately terminate a Work Order at any time by written notice, without terminating the Membership Agreement, by written notice to the Member. Such termination may occur for any reason, including but not limited to:

- (a) changes to the Client's requirements;
- (b) direction by the Client;
- (c) performance issues relating to the Member or its Personnel; or
- (d) at ServeGate's sole discretion.

3.6.2 Upon such termination, the Member will be entitled to payment for services properly performed up to the effective date of termination, subject always to clause 6 (Fees and Payment). The Member will not be entitled to any further compensation, damages, or loss of prospective profits.

3.6.3 Termination of a Work Order under this clause 3.6 does not affect the continuation of this Agreement or the Member's ongoing obligations under this Agreement.

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## **4. MEMBER OBLIGATIONS**

### **4.1 General Responsibilities**

Members must:

- (a) Perform all Work Order services professionally and to ServeGate's and the Client's satisfaction;
- (b) Not begin work in relation to a Proposal unless a coinciding Work Order has been signed by ServeGate and the Member;
- (c) Submit regular status reports to ServeGate and the Client as requested;
- (d) Promptly notify ServeGate of actual or potential issues or risks associated with the discharge of the Member's obligations to fulfill the Work Order.

### **4.2 Compliance with Flow-Down Obligations**

4.2.1 Members must comply with all Flow-Down Obligations contained in:

- (a) The relevant Deed;
- (b) a relevant work order between the Client and ServeGate (to the extent it applies to the particular Member);
- (c) Applicable laws and policies of the Client and ServeGate (e.g. WHS, security, ESG, privacy).

4.2.2 Where any of Flow-Down Obligations survive termination or expiry of the agreement in which they appear, they also survive the termination or expiry of this Agreement.

### **4.3 Subcontracting and Assignment**

Members must not assign or subcontract any part of their obligations under this Agreement without ServeGate's prior written approval and written approval from the Client, which, if necessary, must be obtained by ServeGate. The Member must provide all necessary assistance to ServeGate to obtain the requisite approvals from the Client.

### **4.4 Personnel**

The Member must engage suitably qualified Personnel to carry out the work under a Work Order, and if required by ServeGate, obtain ServeGate's approval to specific Personnel for specific Work Orders.

### **4.5 Replacing Personnel**

If any Personnel become unavailable, the Member must:

- (a) inform ServeGate immediately;
- (b) Provide ServeGate with evidence of an equally qualified substitute; and
- (c) Obtain ServeGate's written approval before deployment of the substitute.

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## **5. RFQ PROCESS AND PROPOSALS**

### **5.1 RFQ Invitations**

ServeGate may issue RFQs to Members for opportunities with Clients. The nature and distribution of RFQs will be at ServeGate's sole discretion. ServeGate is under no obligation to issue RFQs to all Members or to proceed with any RFQ after issuance.

### **5.2 Proposal Submission**

5.2.1 Members may submit a Proposal in response to an RFQ. Proposals must be in the format, method, and timeframe specified in the relevant RFQ. ServeGate may reject any incomplete, late, or non-conforming Proposal.

5.2.2 Each individual proposed as Personnel in a Proposal must be represented exclusively by one Member. A Member must not submit Personnel who are also represented in another Member's Proposal to ServeGate for the same opportunity, nor may that Personnel be included in any other proposal submitted directly or indirectly to the Client in response to the same RFQ. Members are expected to undertake appropriate due diligence — including, where relevant, obtaining an Authority to Represent form or equivalent confirmation — to ensure exclusive representation of proposed Personnel.

### **5.3 Evaluation and Selection**

ServeGate has full discretion to evaluate Proposals using criteria including, but not limited to, value for money, experience, capacity, responsiveness, compliance history, and alignment with Client requirements. ServeGate is not required to accept the lowest priced Proposal or provide reasons for its selection or rejection decisions.

### **5.4 Exclusivity of Submission**

5.4.1 Once a Member submits a Proposal (including any draft of the Proposal) to ServeGate for a specific opportunity, it must not submit the same Proposal to the Client or to any other entity (directly or indirectly).

5.4.2 The Member must not submit any Proposal to the Client (whether directly or through another entity) for the same or substantially similar work, whether in response to the same RFQ or otherwise.

### **5.5 No Guarantee of Work**

5.5.1 Submission of a Proposal does not create any obligation on:

- (a) ServeGate to issue a Work Order; or
- (b) The Member to accept a Work Order.

5.5.2 The Member must only commence work associated with a Proposal after ServeGate has issued a Work Order in response to the Proposal and that Work Order has been fully executed by ServeGate and the Member.

### **5.6 Terms of a Work Order**

5.6.1 The terms of a Work Order are influenced by the relevant Deed and the relevant work order between ServeGate and the Client. For example, if the Client has requested an option to extend, there is likely to be a corresponding option to extend in the corresponding Work Order.

5.6.2 Where the Client seeks to exercise its option to extend or right to vary a work order between ServeGate and the Client, ServeGate is also likely to seek to exercise its option to extend or right to vary the corresponding Work Order.

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## **6. FEES AND PAYMENT**

### **6.1 Contracting Fee**

6.1.1 ServeGate retains a Contracting Fee (standard is 8% inclusive of GST of the Daily Rate) from the amount invoiced to the Client.

6.1.2 ServeGate may change the Contracting Fee by written notice to the Member, however the Contracting Fee will not change for Work Orders current at the date of the written notice.

### **6.2 Invoicing**

6.2.1 Within a reasonable period after receiving from the Member timesheets signed off by the Client and (if required) acceptance certificates issued by the Client, ServeGate will either:

- (a) Generate a recipient-created tax invoice on behalf of the Member, or
- (b) Require the Member to submit tax invoices to ServeGate quoting the correct purchase order number and Work Order.

6.2.2 ServeGate will pay valid tax invoices within five business days of receiving the relevant cleared payment from the Client.

### **6.3 Expenses**

ServeGate will reimburse the Member for all travel and other expenses reasonably incurred by the Member in the course of carrying out work under a Work Order, provided that:

- (a) the Work Order permits reimbursement of the expense;
- (b) the Work Order has sufficient funds available for the expenses;
- (c) the travel/other expenses are pre-approved by ServeGate and the Client in writing; and
- (d) the claim for the travel/other expenses is accompanied by valid tax receipts and written pre-approval from both ServeGate and the Client.

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## **7. INSURANCE AND TAX**

### **7.1 Required Insurances**

Members must maintain and provide evidence of the following insurances at all times:

- (a) Professional Indemnity: minimum \$20 million;
- (b) Public Liability: minimum \$10 million;
- (c) Workers Compensation: as required by law; and
- (d) Other insurances as required by the Client.

### **7.2 Tax Compliance**

Members must:

- (a) Comply with all of its tax obligations;
- (b) Provide ServeGate with a valid ATO-issued Statement of Tax Record when requested.

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## **8. SECURITY**

### **8.1 Security Clearances**

8.1.1 Where a Work Order or Client requires Personnel to hold a security clearance:

- (a) The Member must ensure Personnel meet all security prerequisites before commencing work;
- (b) DISP-accredited Members must manage their own clearance sponsorship and compliance;
- (c) Non-DISP Members must provide all information requested to allow ServeGate to sponsor or validate clearances;
- (d) Members must notify ServeGate in writing within 24 hours of:
  - (i) Any change in clearance status (e.g. suspension, expiry);
  - (ii) Any security breach or incident that may impact a clearance;
  - (iii) Any change to a Personnel's eligibility to hold a clearance;
- (e) Members must ensure their Personnel do not access or handle classified material beyond their authorised clearance level;
- (f) Any breach of this clause may result in immediate suspension or termination of the relevant Work Order and may trigger reporting to Defence or other authorities.

8.2.2 Where ServeGate sponsors or registers an interest in a security clearance for the Member or its Personnel, the Member must first pay to ServeGate the applicable AGSVA fee (or other relevant agency fee) together with an administration fee set and published by ServeGate at the time of the request. ServeGate will not proceed with the sponsorship or registration until full payment has been received.

### **8.2 Handling of Classified Information**

8.2.1 Where a Member is required to access or handle PROTECTED or higher classified information:

- (a) They must do so in accordance with the Australian Government's Information Security Manual and any Client-issued instructions (or direction from ServeGate that is consistent with that Manual or those instructions);
- (b) The information must not be copied, stored, transmitted or removed from approved systems or environments;
- (c) Breaches must be reported to ServeGate in accordance with clause 8.3.

### **8.3 Security Incident Reporting**

8.3.1 If the Member becomes aware of any actual or suspected security breach, data compromise, or incident involving Personnel, systems or classified information, the Member must:

- (a) Notify ServeGate in writing within 24 hours;
- (b) Provide all relevant details, including any actions taken;
- (c) Cooperate fully with ServeGate and the Client in investigating and resolving the incident;
- (d) Comply with any lawful and reasonable directions issued by ServeGate or the Client, including mandatory reporting to Government agencies.

8.3.2 ServeGate may refer the breach/incident to the Client or security agencies.

8.3.3 The obligations in this clause 8.3 survive termination or expiry of this Agreement.

### **8.4 Monitoring and Surveillance**

8.4.1 The Member consents to ServeGate conducting monitoring and surveillance relating to the Member's work under this Agreement. As a condition of ServeGate entering into this Agreement, the Member agrees that:

- (a) ServeGate may carry out ongoing, continuous or intermittent monitoring, recording and surveillance of all communications carried or received on, and all use of, information technology systems and electronic resources in the course of the Member providing conducting the work, and in relation to the Member using ServeGate's resources at any time, by way of Computer Surveillance;
- (b) ServeGate may carry out ongoing, continuous or intermittent Camera Surveillance on and around its premises;
- (c) ServeGate may carry out ongoing, continuous or intermittent Tracking Surveillance;
- (d) the Member may be subject to disciplinary action, including termination of this Agreement and any Work Order, if such surveillance discloses that the Member has failed to comply with ServeGate's policies or engaged in conduct that is contrary to the terms and conditions of this Agreement.

8.4.2 The monitoring and surveillance may be carried out by all means available to ServeGate, including:

- (a) auditing, logging, monitoring or accessing email accounts, emails, instant messaging or voice mail;
- (b) access relevant records, Personnel, systems (including work computers and mobile communication or computing devices) or premises for the purposes of inspection;
- (c) requiring the Member to promptly provide evidence of compliance with any contractual, security, or performance obligations.
- (d) accessing records of internet usage (including sites and pages visited, files downloaded, video and audio files accessed and data input);
- (e) Camera Surveillance; and
- (f) Tracking Surveillance.

8.4.3 The Member must cooperate fully and bear its own costs for any such audit or inspection.

8.4.4 Any monitoring and surveillance conducted in accordance with this clause 8.4 will be carried out in accordance with any applicable policy of ServeGate and law.

8.4.5 Any surveillance records made as a result of the monitoring and surveillance will not be used or disclosed unless disclosure is:

- (a) for a legitimate purpose related to ServeGate's business activities or functions;
- (b) required or authorised under law;
- (c) necessary in order to avert an imminent threat, serious violence to persons or substantial damage to property.

8.4.6 The Member acknowledges that this clause 8.4 provides the requisite notice under the workplace privacy laws in the Australian Capital Territory.

8.4.7 The Member may consult with ServeGate about the conduct of its monitoring and surveillance and/or our applicable policies, as provided under workplace privacy laws.

8.4.8 For the purpose of this clause, reference to "ServeGate" also refers to the Client and "Member" also refers to Personnel.

## **8.5 DISP Status Notification**

8.5.1 If the Member is DISP-accredited, it must:

- (a) Immediately notify ServeGate in writing of any change in its DISP status, including downgrade, suspension or revocation;

- (b) Provide evidence of reinstatement if applicable;
- (c) Acknowledge that any material change may result in suspension or termination of a Work Order or this Agreement.

8.5.2 ServeGate reserves the right to reassign any Work Order if the change in the Member's DISP status impacts the Client's requirements.

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## **9. INTELLECTUAL PROPERTY**

### **9.1 Obligations**

Unless otherwise agreed, all Intellectual Property created under a Work Order is governed by the applicable Deed or otherwise licensed to ServeGate and the Client on a perpetual, royalty-free basis.

### **9.2 Duration**

The obligations in this clause 9 survive termination or expiry of this Agreement.

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## **10. NOTIFICATION OF SIGNIFICANT EVENTS**

### **10.1 Definition of Significant Event**

For the purposes of this clause, a "Significant Event" includes:

- (a) any adverse comments or findings by a court, tribunal, regulator, or professional body concerning the conduct or performance of the Member or its Personnel that may reasonably be perceived to affect their professional capacity, capability, fitness, or reputation;
- (b) refusal, revocation, or qualification of any licence, clearance, authorisation, or registration required by the Member or its Personnel to perform obligations under this Agreement or any Work Order;
- (c) any act or omission by the Member or its Personnel that may involve ServeGate in significant controversy, reputational damage, or cause serious embarrassment to ServeGate, including conduct that:
  - a. could amount to a breach of Australian law or regulation;
  - b. could amount to a breach of foreign law or regulation relating to integrity or with a criminal penalty;
  - c. threatens, or may be perceived to threaten, national security;
  - d. adversely impacts ServeGate's reputation, or the reputation of a Client; or
  - e. involves unauthorised access to, use, disclosure, or loss of ServeGate or Client information, including Confidential Information or personal data;
  - f. the commencement of legal, regulatory, or disciplinary action involving the Member or its Personnel that may adversely affect the Member's performance under this Agreement or any Work Order; or
  - g. any other matter notified by ServeGate to the Member as a Significant Event.

### **10.2 Notification Requirement**

The Member must notify ServeGate in writing of any Significant Event within three (3) Business Days of becoming aware of it. The notice must include:

- (a) a summary of the Significant Event and the date(s) it occurred; and
- (b) whether any Personnel engaged on a Work Order were directly or indirectly involved, including their names.

### **10.3 Additional Information and Remediation**

ServeGate may reasonably request further details about a Significant Event, and the Member must provide the requested information within five (5) Business Days. ServeGate may also require the Member to prepare and submit a remediation plan for approval, setting out how the Member will address and prevent recurrence of the Significant Event.

### **10.4 Consequences of Non-Compliance**

Failure to comply with this clause will be a material breach of this Agreement and may result in termination of a Work Order or this Agreement under clause 3.

### **10.5 Rights Preserved**

ServeGate's rights under this clause are in addition to, and do not limit, its other rights under this Agreement or at law.

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## **11. CONFIDENTIALITY**

### **11.1 Obligations**

Each Party must:

- (a) Keep confidential all Confidential Information of the other Party and the Client; and;
- (b) Limit disclosure to those with a need-to-know basis and ensure appropriate safeguards.

### **11.2 Exceptions**

Disclosure is permitted:

- (a) With prior written consent of the owner of the Confidential Information; or
- (b) Where required by law or court order.

### **11.3 Duration**

The obligations in this clause 11 survive termination or expiry of this Agreement.

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## **12. COMPLIANCE WITH LAWS**

### **12.1 Compliance**

The Member must comply with all applicable laws, including those relating to anti-bribery, anti-corruption, modern slavery, and human rights.

### **12.2 Notification**

The Member must promptly inform ServeGate in writing if it becomes aware of any breach or suspected breach of these obligations in this clause 12.

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## **13. DATA HANDLING AND PRIVACY**

### **13.1 Privacy Compliance**

The Member must comply with the Privacy Act 1988 (Cth) and any relevant Client data requirements when handling personal or sensitive information and must only use, access, or disclose personal and sensitive information to the extent required to perform the Work Order.

### **13.2 Data Breaches**

The Member must immediately notify ServeGate of any data breach or suspected data breach involving information under a Work Order in accordance with clause 8.3.

### **13.3 Duration**

The obligations in this clause 13 survive termination or expiry of this Agreement.

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## **14. CONFLICTS OF INTEREST**

### **14.1 Member Disclosure**

The Member must promptly disclose to ServeGate in writing any actual, perceived, or potential conflict of interest in relation to any Work Order.

### **14.2 ServeGate Rights**

ServeGate may withhold, suspend, or terminate a Work Order or this Agreement if it believes a conflict exists that has not been adequately managed.

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## **15. PUBLICITY AND PROMOTION**

### **15.1 Use of Member Name and Branding**

ServeGate may identify the Member and the Member's Personnel as part of its delivery network, including in media releases, marketing collateral, websites, and tender submissions. This may include use of the Member's name, logo, general capability, and areas of expertise.

### **15.2 No Endorsement**

Participation in ServeGate's delivery network does not imply endorsement by either Party of the other's services, unless expressly agreed in writing.

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## **16. RECORDS AND AUDIT**

### **16.1 Record Keeping**

The Member must maintain records of all work performed under each Work Order for 7 years.

### **16.2 Right to Audit**

ServeGate or its authorised representative may audit these records upon reasonable notice, to the extent required to verify compliance with obligations.

### **16.3 Duration**

The obligations in this clause 16 survive termination or expiry of this Agreement.

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## **17. DISPUTE RESOLUTION**

### **17.1 Good Faith Discussions**

If a dispute arises, the Parties must first try to resolve it through informal discussion between senior representatives.

### **17.2 Mediation**

If the dispute remains unresolved, the Parties will attempt mediation before taking legal action, with the costs shared between the Parties. Nothing prevents a Party seeking urgent injunctive relief.

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## **18. VARIATION**

### **18.1 Changes to this Agreement**

18.1.1 This Agreement may be amended:

- (a) With ServeGate's written agreement following a written request of the Member; or
- (b) By ServeGate providing the Member reasonable written notice of the change.

18.1.2 The amendment will take effect:

- (a) in accordance with clause 18.1.1(a), on the date agreed between the Parties; and
  - (b) in accordance with clause 18.1.1(b), on the date specified in the written notice to the Member, unless the Member objects in writing, in which case the Parties may negotiate an amended Agreement or terminate the Agreement in accordance with clause 3.
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## **19. GENERAL**

### **19.1 Independent Parties**

The Member is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, or employment relationship between ServeGate and the Member or ServeGate and the Personnel.

### **19.2 Indemnity**

The Member indemnifies ServeGate (including their personnel) and the Clients (including their personnel) against all claims, losses or damages resulting from the Member's performance of this Agreement or work performed under this Agreement, including:

- (a) Breach of contract or law;
- (b) Negligent acts or omissions;
- (c) Intellectual property or confidentiality violations.

### **19.3 Step-in Rights**

If the Client expresses dissatisfaction with the Member's performance or if the Member fails to deliver (in ServeGate's opinion), ServeGate may immediately terminate the Work Order and assign it to another Member.

### **19.4 Governing Law**

This Agreement is governed by the laws of the Australian Capital Territory and the Parties submit to the jurisdiction of the courts of the Australian Capital Territory.

### **19.5 Entire Agreement**

This Agreement, including the Membership Agreement and any Work Orders, constitutes the full and binding agreement between the Parties and supersedes all prior communications.