

PRIVATE & CONFIDENTIAL

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT IS MADE ON 9 August **2023**

BETWEEN:

- (1) PEXA GROUP LIMITED (ACN 629 193 764) (**PEXA**); and
- (2) SMOOVE PLC (Company Number 07466574) (**Smooove**).

EXECUTED AS AN AGREEMENT.

EXECUTED by **PEXA GROUP LIMITED** by the following authorised signatory:



Signature of authorised signatory



Name of authorised signatory

EXECUTED by **SMOOVE PLC** by the following directors:

Signature of director

Name of director

Signature of director

Name of director

PRIVATE & CONFIDENTIAL

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Signature of director

Name of director

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PRIVATE & CONFIDENTIAL

RECITALS

- (A) Each Party has requested that the other Party provide it with Confidential Information solely in order to assist its evaluation of a potential transaction pursuant to which PEXA or one of its Related Bodies Corporate would acquire some or all of the issued and to be issued share capital of Smoove on terms and conditions agreed in writing between the parties (**Potential Transaction**).
- (B) In February 2023 the Parties entered into a non-disclosure agreement in respect of the Potential Transaction (**Original NDA**). This revised Agreement supersedes the Original NDA.
- (C) In consideration of the mutual promises made in this Agreement, each Party agrees to use the Confidential Information made available to it or any of its Authorised Persons only for the Permitted Purpose, and to keep it confidential, in accordance with the terms and conditions set out in this Agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this Agreement.

Agreement means this Agreement and any schedules or attachments to it, and for the avoidance of doubt includes the Execution Page and Recitals section.

Australian Privacy Principles means the Australian Privacy Principles described in the Privacy Act.

Authorised Person means in relation to a Party:

- (a) any director, officer, agent or employee of the Party or any of its Related Bodies Corporate whose duties require them to have access to Confidential Information;
- (b) a person engaged by the Party to provide professional advice (such as legal or financial advice) to it in connection with the Potential Transaction; and
- (c) any other person nominated by the Party in writing to the other Party and to whom the other Party has consented in writing.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

Confidential Information means:

- (a) all information that is provided or made available by or on behalf of a Discloser or its Authorised Persons to a Recipient or its Authorised Persons, or is otherwise obtained by or on behalf of the Recipient or its Authorised Persons (whether before, on or after the date of this Agreement and whether in writing, orally electronically or in any other form or medium) in connection with the Potential Transaction or which relates directly or indirectly to the past, present or future operations of the Discloser or its Related Bodies Corporate (including all financial and accounting information, information relating to customers and suppliers, all marketing research and reports and other marketing information and all trade secrets, know how, operating procedures and technical information) to the extent disclosed in connection with the Potential Transaction; and
- (b) all reports, analyses, compilations, studies or other documents prepared by, on behalf of, or for the Recipient or its Authorised Persons which contain or reflect or are derived or generated from any information described in (a) above;
- (c) the existence of this Agreement and its terms and the fact that any information may be or has been provided by a Party or its Authorised Persons to the other Party or its Authorised Persons;
- (d) the entering into of this Agreement (and any other instruments entered into, or to be entered into, in connection with this Agreement);

PRIVATE & CONFIDENTIAL

- (e) the content of any discussions between the Parties relating to the Transaction, and the fact of and reasons for any termination of such discussions.

However, Confidential Information does not include information that:

- (f) is in or from time to time enters the public domain, except through a breach of this Agreement or through a breach by any other person of any other obligation of confidentiality;
- (g) is on the date of this Agreement lawfully in the possession of its Recipient or any of its Authorised Persons (as can be demonstrated by written records or other reasonable evidence) and not held by the Recipient or any of its Authorised Persons subject to any obligation of confidentiality (provided that this exception does not apply to paragraphs (c) to (e) (inclusive));
- (h) is or was made available to its Recipient by a person (other than its Discloser) who is legally entitled to possess the information and was not or was not then under an obligation of confidence to the Discloser in relation to that information; or
- (i) is or was developed by its Recipient independently of the Discloser and any of the Discloser's Related Bodies Corporate or their respective officers, employees or agents,

and the restrictions in this Agreement shall not restrict disclosure of any Information to the extent that restricting that disclosure would give rise to an arrangement that falls within the Hallmark set out in Part II A 1 of Annex IV of Directive 2011/16/EU.

Data Privacy Law means any law, enactment, regulation or order concerning the processing of data relating to living persons, including:

- (a) the Australian Privacy Principles; and
- (b) the UK GDPR, the UK Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003;

each as amended from time to time and to the extent applicable to the activities or obligations under or pursuant to this Agreement.

Discloser means:

- (a) in relation to Confidential Information within paragraphs (a) and (b) of the definition of Confidential Information, the Party that (either directly or through its Authorised Persons) discloses the Confidential Information within paragraph (a) to the other Party or its Authorised Persons; and
- (b) in relation to Confidential Information within paragraphs (c) to (e) (inclusive) of the definition of Confidential Information, each Party.

Execution Page means the first page of this Agreement, where the Parties have signed to indicate their agreement to the terms of this Agreement.

Government Agency means any government, any department, office or minister of any government and any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial agency, authority, board, commission, tribunal or entity.

Information means information made available by or on behalf of a Discloser to a Recipient and includes Confidential Information.

Party means either Party to this Agreement, and Parties means both of them.

Permitted Purpose means:

- (a) conducting an assessment of whether and on what terms the Parties will pursue or support or continue to pursue or support the Potential Transaction;
- (b) negotiating the terms of the Potential Transaction and any agreements or other documents to effect the Potential Transaction; and

PRIVATE & CONFIDENTIAL

(c) the implementation of the Potential Transaction.

Personal Information means Information relating to one or more identified or identifiable natural persons.

Potential Transaction has the meaning given to it in recital (A).

Privacy Act means the Privacy Act 1988 (Cth).

Recipient means:

(a) in relation to Confidential Information within paragraphs (a) and (b) of the definition of Confidential Information, the Party that receives (or whose Authorised Person receives) the Confidential Information within paragraph (a) of that definition from the other Party or its Authorised Persons; and

(b) in relation to Confidential Information within paragraphs (c) to (e) (inclusive) of the definition of Confidential Information, each Party.

Records means records (including all copies) in any form or media (whether or not visible) that contain, refer to or are based on any Confidential Information.

Related Body Corporate has the same meaning as in the *Corporations Act 2001* (Cth).

Retained EU Law means 'retained EU law' as defined in the European Union (Withdrawal) Act 2018, as that act is amended from time to time.

UK GDPR means the UK Data Protection Act 2018.

1.2 Information not in public domain

For the purposes of this Agreement:

(a) a compilation of publicly available information in a form not publicly known or easily accessible is taken not to be in the public domain; and

(b) information is not taken to be in the public domain merely because some part of it is publicly known.

1.3 Headings

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.

1.4 Non Business Days

If the day on or by which a person must do something under this Agreement is not a Business Day:

(a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and

(b) in any other case, the person must do it on or by the previous Business Day.

1.5 The rule about "contra proferentem"

This Agreement is not to be interpreted against the interests of a Party merely because that Party proposed this Agreement or some provision in it or because that Party relies on a provision of this Agreement to protect itself.

2. LIMITATIONS OF THIS AGREEMENT

2.1 No obligation to negotiate

Nothing in this Agreement or done pursuant to this Agreement (including the provision by the Discloser of any Confidential Information) imposes any obligation on a Party to negotiate or endeavour to reach agreement with the other party in respect of the Potential Transaction.

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2.2 No offer or agreement

Nothing in this Agreement is intended to constitute or evidence any offer, proposal, invitation, agreement, arrangement or understanding by or between the Parties relating to the Potential Transaction except as expressly set out in this Agreement.

2.3 Parties not bound by informal agreements and understandings

Each Party acknowledges and agrees that:

- (a) participation in negotiations in connection with the Potential Transaction by the Parties does not give any Party or its Related Bodies Corporate any rights or remedies against the other Party or its Authorised Persons, other than in respect of any breach by a party or its Authorised Persons of the terms of this Agreement; and
- (b) notwithstanding any oral or written representation to the contrary, no Party will be obliged to buy or sell any assets or enter into any other transaction unless and until formal binding written agreements effecting such transactions are executed.

2.4 No partnership, joint venture or agency

Nothing in this Agreement will be deemed to constitute a partnership or joint venture between the Parties nor constitute any Party as agent of the other Party for any purpose, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

3. CONFIDENTIALITY ACKNOWLEDGMENTS

3.1 Each Party acknowledges and agrees that:

- (a) the Confidential Information is secret, confidential and valuable to its Discloser;
- (b) as between the Parties, all rights (including all intellectual property rights) in the Confidential Information belong solely to its Discloser;
- (c) any Confidential Information disclosed to it or its Authorised Persons has been or will be disclosed solely for the Permitted Purpose and on the terms of this Agreement;
- (d) a Recipient has no right or interest in any of the Discloser's Confidential Information other than the right to use and disclose it on the terms of this Agreement;
- (e) the rights of a Discloser concerning its Confidential Information are protected by this Agreement and by law;
- (f) other than as expressly agreed in any transaction documents, none of the Discloser, its Related Bodies Corporate and their respective officers, employees, agents or consultants makes any representation or warranty (express or implied) that the Information is accurate, complete or reliable;
- (g) other than as expressly agreed in any transaction documents, it must rely solely on its own investigations and analysis, and must not rely on any Information provided by the Discloser, for the Permitted Purpose or otherwise; and
- (h) other than as expressly agreed in any transaction documents, except to the extent that exclusion of liability is not permitted by applicable law, none of the Discloser, its Related Bodies Corporate and their respective officers, employees, agents or consultants is liable (whether on the basis of negligence or otherwise) or accepts responsibility for any loss or damage that the Recipient or anyone else may suffer or incur as a result of using, relying on or disclosing any Information.

PRIVATE & CONFIDENTIAL

4. PERMITTED USE AND DISCLOSURE

4.1 A Recipient must:

- (a) not use any of the Confidential Information except for the Permitted Purpose and, in particular, must not use any Confidential Information for its own commercial purposes or to compete with, or assist any other person to compete with, any business carried on by the Discloser or any of its Related Bodies Corporate; and
- (b) hold the Confidential Information in strict confidence and must not, without the prior written consent of the Discloser, disclose or permit the disclosure of any of the Confidential Information except in accordance with clauses 4.2, or 5.

4.2 Notwithstanding clause 4.1, a Recipient may disclose Confidential Information to any Authorised Person if:

- (a) in the reasonable opinion of the Recipient, that Confidential Information needs to be disclosed to that Authorised Person so that the Recipient can properly evaluate that Confidential Information for the Permitted Purpose; and
- (b) before disclosure is made, the Recipient has informed that Authorised Person that the Confidential Information is confidential and has made the Authorised Person aware of the terms of this Agreement.

4.3 A Recipient must ensure that each of its Authorised Persons to whom Confidential Information is actually disclosed:

- (a) strictly complies with all obligations of the Recipient under this Agreement as if those obligations were imposed directly on the Authorised Person; and
- (b) does not do anything which, if done by the Recipient, would breach the terms of this Agreement.

5. DISCLOSURES REQUIRED BY LAW

- (a) Subject to clause 5(b), nothing in this Agreement prevents the Recipient or any of its Authorised Persons from disclosing Confidential Information that it is required to disclose:
 - (i) by law or regulation or by order of any court or tribunal of competent jurisdiction; or
 - (ii) by any Government Agency, stock exchange or other regulatory body.
- (b) If a Recipient or any of its Authorised Persons makes a disclosure under clause 5(a), it must, so far as it is lawful and practical to do so prior to such disclosure:
 - (i) provide sufficient notice of the disclosure to its Discloser;
 - (ii) use lawful and reasonable endeavours to consult with and co-operate with its Discloser about the form and content of the disclosure; and
 - (iii) if disclosure cannot be avoided, only disclose Confidential Information to the extent necessary to comply and use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

6. COPIES AND OTHER RECORDS

Without limiting clause 4 or 5, a Recipient may make Records, and may allow an Authorised Person to whom disclosure is permitted to make Records, but only to the extent necessary for the Permitted Purpose.

7. SECURITY AND CONTROL OF CONFIDENTIAL INFORMATION

A Recipient must, at its cost, keep the Confidential Information and each Record:

- (a) under its effective control; and

PRIVATE & CONFIDENTIAL

- (b) secure from theft, loss, damage and unauthorised access or alteration, use and disclosure (including by electronic means), with at least the same degree of care that it applies to its own confidential information.

8. RECIPIENT'S RETURN OR DESTRUCTION OF RECORDS

Subject to clause 9, on the earlier of:

- (a) the Discloser's written request; or
- (b) the completion or termination of the Permitted Purpose,

a Recipient must cease using and (at its election) return or permanently erase or destroy all Confidential Information of the Discloser, and must ensure that each of its Authorised Persons does the same.

9. EXCEPTION FOR RECORDS REQUIRED TO BE KEPT BY LAW

- (a) The return, deletion and destruction of documents, other materials and information referred to in clause 8 does not apply:
 - (i) to any legal advice provided to the Recipient or any of its Authorised Persons that is covered or protected by legal professional privilege or client legal privilege, legal opinions or legal due diligence reports prepared for a Recipient, or internal working papers, directors' papers or minutes or the board or any board committee of the Recipient or any of its Authorised Persons prepared consistently with the internal corporate governance procedures usually followed by that person;
 - (ii) to the extent a Recipient or any of its Authorised Persons are required to retain the Confidential Information in order to comply with any law or regulation or with an order or request of any court of competent jurisdiction, Government Agency or the rules of any stock exchange or in accordance with its reasonable and bona fide internal compliance policies;
 - (iii) to the extent that, in the case of an Authorised Person who is a professional adviser, it is required to retain the Confidential Information for professional standards or indemnity insurance requirements; or
 - (iv) to any electronic files or documents created pursuant to the usual automatic archiving or back-up processes of the information systems operated by the Recipient or any of its Authorised Persons and which are not, and do not become, directly accessible to the Recipient or any of its Authorised Persons from any computer, database or other electronic storage medium.
- (b) Each Recipient remains bound by this Agreement in respect of any Confidential Information retained under this clause 9.

10. NO RELEASE

The return, destruction or deletion of Records under clause 8 does not release a Recipient from its obligations under this Agreement.

11. RESTRICTIONS ON PUBLIC ANNOUNCEMENTS ABOUT POTENTIAL TRANSACTION

Subject to clause 5, a Party and its Authorised Persons must not directly or indirectly make a public announcement about or comment on the Potential Transaction including any discussions between the Parties relating to the Potential Transaction except with the prior written consent of the other Party.

12. INSIDE INFORMATION AND STANDSTILL

- (a) Each Party acknowledges and agrees that some or all of the Confidential Information may be information that:
 - (i) is not generally available; and

PRIVATE & CONFIDENTIAL

- (ii) could reasonably be expected to have a material effect on the price or value of the other Party's securities if it were generally available,

and that accordingly the insider trading provisions or market abuse provisions of any relevant securities laws may restrict or prohibit the use or disclosure of such information.

- (b) Each Party must comply with, and must procure that each of its Authorised Persons complies with, the insider trading provisions or market abuse provisions of any relevant securities laws in respect of all securities of the other Party and all securities or derivative products referenced over securities of the other Party.
- (c) Subject to clause 12(d) below, without prejudice to any obligations of any Party at law, under the other provisions of this Agreement, under the City Code on Takeovers and Mergers (**Code**) or otherwise, PEXA shall not, and shall take reasonable steps to procure that no member of its Group, no entity controlled directly or indirectly by it, nor any of PEXA's directors, nor (to the extent such persons are aware of the Potential Transaction) either any other concert party (as defined in the Code) of it or any of its officers shall, directly or indirectly, either alone or in conjunction with any third party, for a period of 6 months from the date of this Agreement, without the prior written consent of Smoove:-
 - (i) acquire, or procure or induce any other person to acquire, any interest in the shares of Smoove;
 - (ii) enter into any agreement or arrangement (whether legally binding or not) as a result of which PEXA may acquire an interest in the shares of Smoove;
 - (iii) make, or procure or induce any other person to make, any offer for all or any of the shares of Smoove or enter into any agreement or arrangement (whether legally binding or not); or
 - (iv) announce, or procure or induce any other person to announce, any offer for all or any of the shares of Smoove or enter into any agreement or arrangement (whether legally binding or not).
- (d) Notwithstanding clause 12(c), the restrictions in that clause:
 - (i) shall not apply so as to prevent any financial adviser or broking firm advising PEXA from taking any action in the normal course of its investment or advisory business, on behalf of, and/or for the benefit of, clients other than PEXA and its Group companies or for itself as principal;
 - (ii) will cease to apply upon:
 - (A) PEXA, or any of its Related Bodies Corporate, making a joint announcement with Smoove, in accordance with Rule 2.7 of the Code, that PEXA, or any of its Related Bodies Corporate, is to make a takeover offer for the shares of Smoove which is to be recommended by the board of Smoove, the making of which is not subject to any pre-conditions; or
 - (B) the making of an announcement in accordance with Rule 2.7 or Rule 2.4 of the Code or otherwise by a third party, which is not a concert party of PEXA, or by Smoove that such third party is to make an offer or is considering making an offer, as relevant, for the shares of Smoove or for a substantial part of the business and/or assets of Smoove, whether or not such offer or possible offer, as relevant, is recommended by the board of Smoove,

and notwithstanding anything to the contrary in this Agreement, neither PEXA nor any of its Related Bodies Corporate shall be restricted from making any announcement in connection with the Potential Transaction in response to the making of any announcement in accordance with Rule 2.4 of the Code by Smoove in respect of the Potential Transaction.

13. PERSONAL INFORMATION

- (a) For Information that is Personal Information, each Party must:

PRIVATE & CONFIDENTIAL

- (i) comply with the applicable Data Privacy Law (including any applicable restrictions on international transfer) in respect of its processing of that Personal Information;
 - (ii) promptly notify the other Party, with reasonable details, if that Personal Information is subject to any unauthorised (including accidental) disclosure or loss; and
 - (iii) do all that is reasonably needed on its part to enable the other Party to comply with the Data Privacy Law.
- (b) Each Party agrees that any Personal Information contained or referred to in the Information has been obtained, maintained and handled, and all relevant licences, authorities and consent have been obtained, in accordance with all applicable Data Privacy Law.

14. NON-SOLICITATION

To protect the legitimate business interests of each of the Parties and their respective Related Body Corporates, each Party covenants with the other that it shall not (and shall procure that none of its Related Body Corporates shall) (except with the prior written consent of the other Party):

- (a) attempt to solicit or entice away; or
- (b) solicit or entice away,

from the employment or service of the other Party (or any of that other Party's Related Body Corporates) the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other Party (or any of that other Party's Related Body Corporates).

Each Party shall be bound by the covenant set out in this clause during the operation of this Agreement, and for a period of 12 months after the completion or termination of any discussions or negotiations relating to the Potential Transaction.

For the purposes of this clause, a **Restricted Person** shall mean any individual employed or engaged by the relevant Party or any of that Party's Related Body Corporates, including via any personal service company of that individual, during the term of this Agreement, who a) is a director of that Party or any of its Related Body Corporates; or b) is employed or engaged by that Party or any of its Related Body Corporates in a sales, marketing, financial, product, technology, technical or research function or other managerial or subject matter expert role either as principal, agent, employee, independent contractor or in any other form of employment or engagement.

15. CONSEQUENCES OF BREACH

15.1 Remedies generally

Each Party acknowledges and agrees that:

- (a) the other Party or its Related Bodies Corporate may be irreparably harmed if the first Party or any of its Authorised Persons breaches the terms of this Agreement and damages or an account of profit or both may not be an adequate remedy;
- (b) without limiting any other rights or remedies that it may have, the other Party or any of its Related Bodies Corporate is entitled to an order for specific performance or other injunctive relief if the first Party or any of its Authorised Persons breaches or threatens to breach this Agreement; and
- (c) this Agreement does not operate to limit the duties and obligations of the Parties and their respective Authorised Persons in respect of the Confidential Information in equity, at common law or under statute, and each Party and their respective Related Bodies Corporate may pursue remedies based on those duties and obligations at the same time as pursuing remedies based on this Agreement.

15.2 Indemnity

Each Party (**indemnifying party**) indemnifies the other Party and its Related Bodies Corporate (each an **indemnified party**) against, and must pay the relevant indemnified party on demand the amount of all losses, liabilities, costs, expenses and taxes (including all legal and other professional fees and a reasonable amount in respect of management time) incurred in connection with:

PRIVATE & CONFIDENTIAL

- (a) any breach by the indemnifying party of any of its obligations under this Agreement; or
- (b) any act or omission by any Authorised Person of the indemnifying party which, if done or omitted by the indemnifying party, would be a breach of the indemnifying party's obligations under this Agreement.

16. SURVIVAL OF OBLIGATIONS

The terms of this Agreement continue to apply to the Parties despite:

- (a) the completion or termination of any discussions or negotiations relating to the Potential Transaction; or
- (b) a Recipient's compliance with clause 8.

17. NOTICES

17.1 A notice, consent or other communication under this Agreement is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) sent to that person's email address,

in each case, as set out in sub-clause 17.3 or any such other address or email address notified for this purpose to the other Parties under this clause 17.

17.2 A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if delivered, on the date of delivery;
- (b) if it is sent by email - the earlier of:
 - (i) the time of transmission unless the sender receives an automatic notification that the email has not been received (other than an out of office greeting for the named addressee) and it receives the notification before two hours after the time of transmission;
 - (ii) the sender receiving a message from the intended recipient's information system confirming delivery of the email; and
 - (iii) when the email (including any attachment) becomes available to be read at the email address specified by the recipient in accordance with this Agreement; and
- (c) if it is sent by post, on the third Business Day after posting (for post within the same country) or the seventh Business Day after posting (for post sent from one country to another).

17.3 A person's mail and email address are those set out below, or as the person otherwise notifies the sender in writing:

PEXA Group Limited

Address: Tower Four Collins Square, Level 16, 727 Collins Street, Docklands VIC 3008

Email: [REDACTED]

Attention: [REDACTED]

Smoove plc

Address: The Old Grammar School, Church Road, Thame, Oxfordshire, OX9 3AJ

PRIVATE & CONFIDENTIAL

Email: [REDACTED]

Attention: [REDACTED]

18. AMENDMENT AND ASSIGNMENT

- 18.1 This Agreement can only be amended or replaced by another document executed by the Parties.
- 18.2 A Party may only assign, encumber, declare a trust over or otherwise deal with its rights under this Agreement with the written consent of the other Party.

19. GENERAL

19.1 Governing law

- (a) Each of this Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.
- (b) The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this Agreement) and the parties submit to the exclusive jurisdiction of the English courts.

19.2 Liability for expenses

Each Party must pay its own expenses incurred in negotiating, executing, stamping and registering this Agreement.

19.3 Giving effect to this Agreement

Each Party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Agreement.

19.4 Waiver of rights

A right may only be waived in writing, signed by the Party giving the waiver, and:

- (a) no other conduct of a Party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

19.5 Operation of this Agreement

- (a) This Agreement contains the entire agreement between the Parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.
- (b) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

19.6 Consents

Where this Agreement contemplates that a Party may agree or consent to something (however it is described), that Party may:

PRIVATE & CONFIDENTIAL

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,

unless this Agreement expressly contemplates otherwise.

19.7 Exclusion of contrary legislation

Any legislation that adversely affects an obligation of a Party, or the exercise by a Party of a right or remedy, under or relating to this Agreement is excluded to the full extent permitted by English Law.

19.8 Counterparts

This Agreement may be executed in counterparts.

19.9 Electronic execution

Each Party unconditionally and irrevocably acknowledges and agrees that:

- (a) it consents to the formation and execution of this Agreement and any amendments or variations to it by way of electronic signature and to any method used by the Parties to identify the signatories to this Agreement;
- (b) it will be bound by the terms of this Agreement if it is executed by the other Party to it using electronic signature; and
- (c) if it executes this Agreement using electronic signature, it intends to be legally bound by its terms, and the other Party to this Agreement can rely on its execution, with the same effect as if the Agreement had been signed in wet ink.

For this purpose, electronic signature includes 'electronic communication' (as defined in the Corporations Act 2001 (Cth)) and any other method of electronic signature permitted by applicable law (including insertion of the signer's name or digitised signature by electronic means including by use of a digital signing platform or signing on an electronic device).