

Services Agreement

Wellbeing and Health Alliance

Health Reimagined Ltd ABN 69 158 150 513 (**Health Reimagined**)

The party referred to as the Client in the Reference Schedule (**Client**)

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Date

Parties

Health Reimagined Ltd ABN 69 158 150 513 (**Health Reimagined**)

The party referred to as the Client in the Reference Schedule (**Client**)

Background

The Client wishes to engage Health Reimagined as an independent contractor to provide the Services and Health Reimagined wishes to be engaged by the Client as an independent contractor on the terms set out in this agreement.

It is agreed

1. Reference Schedule, definitions and interpretation

1.1 Reference Schedule

Where a term used in this agreement appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

Health Reimagined's Address Details	Address:	Suite 8, 104 Grafton Street, Cairns Qld 4870
	Facsimile:	07 3036 6621
	Electronic Mail:	waha@healthreimagined.com.au
	Attention:	Mr Jason Trim, Business and Operations Manager
Client's Address Details	Client:	[insert]
	ABN:	[insert]
	Address:	[insert]
	Facsimile:	[insert]
	Electronic Mail:	[insert]
	Attention:	[insert]
Commencement Date	1 st January 2017	
Expiry Date	31 st December 2017	
Invoice Period	14 days	
Payment Period	14 days	
Health Reimagined Services	<ul style="list-style-type: none"> (a) entering into arrangements with Practitioners to provide Practitioner Services to the Client; (b) making bookings with Practitioners for Practitioner Services as requested by the Client; (c) any related or incidental work or services; and (d) any other work performed or services provided by Health Reimagined at the Client's request during the Term. 	
Termination Notice Period	14 days	

1.2 Definitions

In this agreement:

Authorised Officer of a party which is a corporation means:

- (a) an employee of the party whose title contains either of the words Director or Manager;
- (b) a person performing the function of any of them;
- (c) a solicitor acting on behalf of the party; or
- (d) a person appointed by the party to act as an Authorised Officer for the purposes of this agreement and notified to the others.

Business Day means:

- (a) if determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Brisbane.

Cancellation Fee has the meaning given to it in clause 4.2.

Confidential Information includes information which:

- (a) a party indicates as being confidential;
- (b) by its nature may reasonably be understood to be confidential to that party;
- (c) relates to that party's shareholders and their shareholdings;
- (d) relates to that party's financial or business affairs;
- (e) relates to any transactions in that party is involved;
- (f) constitutes that party's trade secrets;
- (g) is or forms part of that party's supplier, client or customer or prospective client or customer lists, including contact details, addresses, personal information, requirements or any lists, records or databases containing such information;
- (h) relates to the identity, contact details, addresses or requirements of any of that party's clients, customers or identified prospective clients or customers;
- (i) relates to that party's employees, including their personal or medical histories, compensation or terms of employment;
- (j) relates to any agreements, arrangements or terms of trade with a client, customer or supplier or identified prospective client, customer or supplier, including fees, quotes, prices or charges in respect of products or services, whether under negotiation, proposed, offered, accepted or finalised;
- (k) is contractual information relating to any of that party's products or services;
- (l) relates in any way to that party's intellectual property;
- (m) relates to any of that party's business systems, procedures or manuals;

- (n) relates to that party's marketing or sales techniques, including any marketing plans relating to any of that party's products and services;
- (o) relates to or is contained in any of that party's operating manuals, handbooks or procedures; and
- (p) is contained in or constituted by any notes or developments regarding any of the above, whether originals or copies, prepared by that party or anybody else,

but excludes information that:

- (q) was rightfully in the other party's possession and not subject to an obligation of confidence on the other party before negotiations leading to the commencement of this agreement; or
- (r) is in or enters the public domain (other than as a result of a breach of that party's confidence by the other party or any other person).

External Administrator means an administrator, controller, trustee, provisional liquidator, liquidator or any other person holding or appointed to an analogous office or acting or purporting to act in an analogous capacity.

Force Majeure Event means any circumstance which:

- (a) is beyond the reasonable control of the party affected by it; and
- (b) causes or results in a default or delay in the performance by that party of any of its obligations under this agreement where the occurrence of the circumstance and the effects of it could not be avoided or remedied by the exercise by that party of a standard of foresight, care and diligence consistent with the operations of a reasonable, prudent and competent person under the circumstances,

and includes any of the following circumstances if they meet the requirements of paragraphs (a) and (b):

- (c) explosion, earthquake, landslide, fire, cyclone, flood or other natural disaster declared by the relevant Government Body;
- (d) war, invasion, act of foreign enemy, hostilities (whether or not war has been declared) and any other unlawful act against public order or authority;
- (e) acts or omissions of a Government Body;
- (f) governmental restraint and adverse changes in government regulations that directly affect a party or render unlawful the performance of the party's Obligations under this agreement;
- (g) ionizing radiation or contamination, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear waste or from the combustion of nuclear, radioactive, toxic, explosive or other hazardous properties of any explosive assembly or nuclear component;
- (h) pandemic;
- (i) except to the extent instigated by the affected party, a strike, lockout, blockade, picketing action or industrial action, dispute or disturbance of any kind; and
- (j) breakdown of plant or machinery and the loss of supply of services or the unavailability of services.

Government Body means:

- (a) any person, body or other thing exercising an executive, legislative, judicial or other governmental function of any country or political subdivision of any country;
- (b) any public authority constituted by or under a law of any country or political subdivision of any country; and
- (c) any person deriving a power directly or indirectly from any other Government Body.

GST has the same meaning given to it in the GST Law.

GST Law has the meaning given to it in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means:

- (a) in relation to any corporation:
 - (1) its Liquidation;
 - (2) an External Administrator is appointed in respect of the corporation or any of its property;
 - (3) the corporation ceases or threatens to cease to carry on its business;
 - (4) the corporation being deemed to be, or stating that it is, unable to pay its debts when they fall due;
 - (5) any other ground for Liquidation or the appointment of an External Administrator occurs in relation to the corporation;
 - (6) the corporation resolves to enter into Liquidation; or
 - (7) an application being made which is not dismissed or withdrawn within ten Business Days for an order, resolution being passed or proposed, a meeting being convened or any other action being taken to cause or consider anything described in sub-paragraphs (1) to (6) (inclusive) above;
- (b) in relation to an individual, that person becoming an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth); and
- (c) in relation to any person, anything analogous to or having a similar effect to anything described above in this definition under the law of any relevant jurisdiction.

Liquidation means:

- (a) a winding up or liquidation (whether voluntary or involuntary), provisional liquidation, dissolution, bankruptcy or other analogous proceeding; or
- (b) an arrangement, assignment, composition or moratorium with or for the benefit of creditors or any class or group of creditors (including, without limitation, an administration or arrangement under part 5.3A of the *Corporations Act 2001* (Cth)).

Non-attendance Fee has the meaning given to it in clause 4.3.

Patient Records means the records of persons who receive Practitioner Services under this agreement.

Personal Information has the meaning given in the Privacy Law, and includes credit information or credit eligibility information.

Personnel means in relation to a party, any employee, officer, or agent of that party.

Privacy Law means the *Privacy Act 1988* (Cth), and any health records legislation of an Australian State or Territory.

Practitioners means the independent medical practitioners and allied health care practitioners who provide Practitioner Services to the Client as notified to the Client from time to time.

Practitioner Fees means the fees payable by the Client in respect of Practitioner Services as notified to the Client by Health Reimagined from time to time in accordance with clause 4.3.

Practitioner Services means the services provided to the Client by Practitioners as facilitated by Health Reimagined under this agreement.

Service Fee means the total Practitioner Fees incurred by the Client for an Invoice Period.

Tax Invoice means a document that complies with the requirements of the GST Law for a tax invoice.

Taxable Supply has the meaning given to it in the GST Law.

Term has the meaning given to it in clause 2.

1.3 Interpretation

- (a) Unless the contrary intention appears, a reference in this agreement to:
- (1) this agreement or another document includes any variation or replacement of it despite any change in the identity of the parties;
 - (2) one gender includes the others;
 - (3) the singular includes the plural and the plural includes the singular;
 - (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, Government Body or other entity includes any other of them;
 - (5) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this agreement and a reference to this agreement includes any schedule or attachment;
 - (6) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
 - (7) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - (8) money is to Australian dollars, unless otherwise stated; and
 - (9) a time is a reference to Brisbane time unless otherwise specified.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this agreement.

- (e) A provision of this agreement must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of this agreement or the inclusion of the provision in this agreement.

1.4 Business Days

- (a) If anything under this agreement must be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (b) If an act is required to be done on a particular day, it must be done before 5.00pm on that day or it will be considered to have been done on the following day.

1.5 Parties

- (a) If a party consists of more than one person, this deed binds each of them separately and any two or more of them jointly.
- (b) An agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.
- (c) An agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.

2. Engagement

Health Reimagined is engaged by the Client to perform the Services on the terms set out in this agreement, with effect from the Commencement Date until the agreement is terminated in accordance with clause 10 (**Term**).

3. Services

3.1 Performance of Services

Health Reimagined will complete the Services as requested by the Client.

3.2 Client to provide information

The Client must provide information reasonably requested by Health Reimagined necessary to complete the Services.

3.3 Liability for services

- (a) The Client acknowledges that:
 - (1) the Practitioner Services are provided by Practitioners to the Client;
 - (2) Health Reimagined does not provide Practitioner Services to the Client, and assumes no liability for the provision of Practitioner Services.
- (b) The Client acknowledges that each Practitioner may exercise its own professional judgment and discretion at any time, in respect of:
 - (1) the Practitioner Services provided;
 - (2) referrals provided by the Practitioner to specialists or to other medical practitioners; or
 - (3) the use of ancillary medical services including, without limitation, pathology and diagnostic imaging services.

- (c) The Client releases Health Reimagined from any claims made by the Client or any third party arising directly or indirectly from the provision of Practitioner Services by Practitioners.
- (d) The Client is responsible for, and must indemnify Health Reimagined and keep Health Reimagined indemnified against, any loss (including consequential loss), expense (including legal costs calculated as between solicitor and own client), taxes, penalties, fines, premiums, compensation or damages (including for negligence) suffered or incurred by, or imposed or sought to be imposed on, Health Reimagined arising directly or indirectly as a result of a Practitioner providing a Practitioner Service to the Client, regardless of whether or not a legally enforceable claim is threatened or made

3.4 Patient Records

Title to all Patient Records created as part of the Practitioner Services will vest on creation and remain with the relevant Practitioner.

3.5 Workplace Health and Safety

If the Services (or any part of them) or Practitioner Services are performed at the Client's premises, or on sites controlled or managed by the Client, the Client must ensure that it complies with all applicable Workplace Health and Safety laws and standards necessary to ensure a safe work environment for Health Reimagined employees, Practitioners and other representatives.

4. Payments

4.1 Service Fee

The Client must pay Health Reimagined the Service Fee.

4.2 Cancellation Fee

- (a) If the Client requests and Health Reimagined procures Practitioner Services to be provided to the Client by a Practitioner on a particular date (**Service Date**), and such Practitioner Services are cancelled by the Client:
 - (1) one Business Day or less before the Service Date, Health Reimagined may charge a fee to the Client in the amount as specified in the Practitioner Fee associated with that Practitioner Service;
 - (2) one week or less (but more than one Business Day) before the Service Date, Health Reimagined may charge a fee to the Client in the amount as specified in the Practitioner Fee associated with that Practitioner Service.
- (b) If the Client requests and Health Reimagined procures Practitioner Services to be provided to the Client in respect of five or more persons (**Bulk Booking**) on a particular date (**Bulk Booking Date**), and such Bulk Booking is cancelled by the Client less than two Business Days before the Bulk Booking Date, Health Reimagined may charge a fee to the Client in the amount as specified in the Practitioner Fee associated with that Bulk Booking.

4.3 Non-attendance Fee

If the Client requests and Health Reimagined procures Practitioner Services to be provided to the Client by a Practitioner, and such Practitioner Services is unable to be provided because the person for whom the Practitioner Service was requested does not attend, Health Reimagined may charge a fee to the Client in the amount as specified in the Practitioner Fee associated with that Practitioner Service.

4.4 Payment in arrears

- (a) If the Client has a credit facility approved in accordance with clause 5, the Client will pay Health Reimagined the fees arising under this agreement within an Invoice Period in arrears upon the issue of a Tax Invoice in accordance with clause 4.4(b) and within the Payment Period.
- (b) Health Reimagined must provide the Client with a Tax Invoice as soon as practicable after the end of an Invoice Period in which fees arose under the agreement, specifying:
 - (1) a breakdown of the fees charged, including a breakdown of the Practitioner Services provided;
 - (2) the Invoice Period to which the invoice relates;
 - (3) Health Reimagined's Australian Business Number;
 - (4) the amount owing to the Health Reimagined.

4.5 Payment in advance

If:

- (a) the Client does not have a credit facility approved in accordance with clause 5; or
- (b) the Client has exceeded the credit limit determined by Health Reimagined in accordance with clause 5.3,

then:

- (c) the Client must pay the applicable Practitioner Fee before a Practitioner Service will be procured; and
- (d) the Client must pay any Cancellation Fees or Non-attendance Fees within the Payment Period. The Payment Period will commence on the date that the relevant fees arise.

4.6 Disputed amounts

If the Client disputes any part of a Tax Invoice, it must pay:

- (a) the undisputed amount within the Payment Period; and
- (b) any disputed amount within 5 Business Days after the resolution of the dispute.

4.7 Debt recovery

If the Client does not pay any amounts due to Health Reimagined in accordance with this agreement, the Client must pay any administrative, legal or other costs incurred by Health Reimagined in recovering such amount.

4.8 Notification of Practitioner Fees

Health Reimagined will notify the Client of the applicable Practitioner Fees.

5. Credit facility

5.1 Credit information

Health Reimagined is entitled to request at any time and the Client must provide or arrange for its Personnel to provide (as applicable) any information or documentation necessary for Health

Reimagined to establish the creditworthiness of the Client. Any decision to provide credit, and the terms on which it is provided, is at the sole discretion of Health Reimagined.

5.2 Disclosure

Health Reimagined may disclose any information provided by the Client or its Personnel in the course of a credit application to a credit reporting agency. Health Reimagined may obtain personal or other information relating to the Client from a credit reporting agency, credit provider or other party for the purposes of assessing creditworthiness.

5.3 Credit limit

Health Reimagined may impose a limit on the Client's credit facility at any time in its sole discretion.

5.4 Suspension of credit facility

If Health Reimagined determines that the Client:

- (a) has obtained credit through fraud or dishonesty;
- (b) has an account in arrears for more than 21 days;
- (c) uses the credit facility in circumstances which may cause damage or loss to Health Reimagined;
- (d) has a creditworthiness position that changes materially,

then Health Reimagined may immediately close or suspend the credit facility and recover any amounts due in accordance with clause 4.7 without further notice.

6. Privacy laws

6.1 Compliance with Privacy Laws

Each party agrees to comply with all Privacy Laws in relation to any and all Personal Information that it collects from, or discloses to, the other party in connection with this agreement.

6.2 Provision of Personal Information

The Client warrants to Health Reimagined that any Personal Information provided or disclosed by the Client (or its Personnel) to Health Reimagined or a Practitioner:

- (a) has been collected by the Client in accordance with all Privacy Laws; and
- (b) can be used for the purposes contemplated by this agreement.

7. GST

7.1 GST exclusive amounts

Unless expressly stated to the contrary all amounts expressed in this agreement are exclusive of GST.

7.2 GST amounts

- (a) If a party (**Supplier**) is obliged under the GST Law to pay an amount of GST for a Taxable Supply made by the Supplier to another party (**Recipient**) under this

agreement, the Recipient must pay the Supplier an amount equal to the GST payable on the supply by the Supplier.

- (b) The Recipient must pay the amount referred to in clause 7.2 and any interest, penalties, fines or expenses relating to the GST, in addition to and at the same time as the consideration otherwise payable by the Recipient for the supply.

7.3 Tax Invoice

If requested by the Recipient, the Supplier must provide the Recipient with a Tax Invoice on or before payment of the amounts required by this clause 5.

7.4 Adjustment event

If an adjustment event arises for a Taxable Supply under clause 7.2, the amounts required to be paid must be recalculated (**Recalculated Amount**) and the Recipient must pay the Supplier the Recalculated Amount.

7.5 Reimbursements

Where a party is required to pay for or reimburse an expense or outgoing of another party, the amount required to be paid or reimbursed is the amount of the expense or outgoing less any input tax credits to which the other party, or the representative member of a GST group to which it belongs, is entitled.

8. Confidentiality

8.1 Confidentiality obligations

Neither party may, at any time, whether during or after termination of this agreement, use or disclose any of the other party's Confidential Information except:

- (a) with the other party's (**Non-disclosing Party**) prior written permission;
- (b) where it is strictly necessary so that that party (**Disclosing Party**) can fulfil its obligations under this agreement; or
- (c) for the purpose of disclosure only, where the Disclosing Party is legally obliged to do so by a Court or statutory authority.

provided that when the Non-Disclosing Party's Confidential Information is disclosed as permitted, the Disclosing Party must ensure that the person to whom the information is disclosed is made aware of its confidential nature and use its best endeavours to ensure that the person does not use or disclose that information otherwise than for the benefit of the Non-Disclosing Party.

8.2 Obligations on termination

On the termination of this agreement each party must deliver, or cause to be delivered, to the other party the other party's Confidential Information or record of Confidential Information in the that party's possession, power or control.

8.3 Continuing obligation

This clause continues to apply after this agreement comes to an end.

9. Non-poaching

9.1 Restriction on poaching

The Client must not, without Health Reimagined's prior written consent (which may be refused in its absolute discretion), directly or indirectly solicit, employ or engage:

- (a) any employee of Health Reimagined;
- (b) any Practitioner engaged by Health Reimagined to provide the Practitioner Services during:
 - (c) the Term;
 - (d) the period that is 6 months from the date of termination of this agreement.

9.2 Waiver or breach

If:

- (a) Health Reimagined provides its consent under clause 9.1; or
- (b) the Client breaches 9.1,

the Client must pay a fee to Health Reimagined, which will be the greater of:

- (c) \$20,000 plus GST; or
- (d) an amount equal to 22% of:
 - (1) the employee's gross annual salary; or
 - (2) the value of the Practitioner's tax invoices to Health Reimagined in the previous 12 months,

as the case may be.

10. Force Majeure

Neither party will be liable for any delay or failure to perform its obligations under this document as a result of a Force Majeure Event. The party affected by a Force Majeure Event must notify the other party as soon as practicable of any anticipated delay or impact on the delivery of the Services. The performance of the affected party's obligations under this Agreement will be suspended for the period of the delay, and any deadlines will be extended accordingly.

11. Termination of this agreement

11.1 Either party may terminate

Either party may terminate this agreement for any reason at any time by giving the other party 30 days written notice.

11.2 Termination for breach

- (a) Health Reimagined may immediately terminate this agreement by providing written notice to the Client if:
 - (1) the Client fails to pay any amount owing to Health Reimagined under this agreement;
 - (2) the Client breaches this agreement and fails to remedy that breach within 14 days of receiving written notice from Health Reimagined to do so; or

- (3) the Client suffers an Insolvency Event.
- (b) The Client may immediately terminate this agreement by providing written notice to Health Reimagined if Health Reimagined breaches this agreement and fails to remedy that breach within 14 days of receiving written notice from the Client to do so.

12. Notices

12.1 Form

Any notice or other communication to or by any party must be:

- (a) in writing and in the English language;
- (b) addressed to the address of the recipient in clause 12.4 or to any other address as the recipient may have notified the sender; and
- (c) be signed by the party or by an Authorised Officer of the sender.

12.2 Manner

In addition to any other method of service authorised by law, the notice may be:

- (a) personally served on a party;
- (b) left at the party's current address for service;
- (c) sent to the party's current address for service by prepaid ordinary mail or if the address is outside Australia by prepaid airmail;
- (d) sent by facsimile to the party's current numbers for service; or
- (e) sent by electronic mail to the party's electronic mail address.

12.3 Time

If a notice is sent or delivered in the manner provided in clause 12.2 it must be treated as given to or received by the addressee in the case of:

- (a) delivery in person, when delivered;
- (b) delivery by post:
 - (1) in Australia to an Australian address, the fourth Business Day after posting; or
 - (2) in any other case, on the tenth Business day after posting;
- (c) facsimile, when a transmission report has been printed by the sender's facsimile machine stating that the document has been sent to the recipient's facsimile number; and
- (d) electronic mail, when the sender's computer reports that the message has been delivered to the electronic mail address of the addressee,

but if delivery is made after 5.00pm on a Business Day it must be treated as received on the next Business Day in that place.

12.4 Initial details

The addresses and numbers for service are initially:

- (a) for the Principal, those set out in the Principal's Address Details; and
- (b) for the Contractor, those set out in the Contractor's Address Details.

12.5 Changes

A party may from time to time change its address or numbers for service by notice to each other party.

13. Governing law and jurisdiction

13.1 Governing law

This agreement is governed by and construed in accordance with the laws of Queensland.

13.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within paragraph 13.2(a).

14. Miscellaneous

14.1 Relationship

The parties' relationship is that of principal and independent contractor and is not that of employer and employee, principal and agent, or partners.

14.2 Severability

If anything in this agreement is or is determined to be unenforceable, illegal, voidable or void in a jurisdiction then it is severed for that jurisdiction and the rest of this agreement remains in full force and effect in all other jurisdictions.

14.3 Exercise rights

A single or partial exercise or waiver by a party of any right under or relating to this agreement will not prevent any other exercise of that right or the exercise of any other right.

14.4 Merger

If the liability of a party to pay money under this agreement becomes merged in any deed, judgment, order or other thing, the party liable must pay interest on the amount owing from time to time under that deed, judgment, order or other thing at the higher of the rate payable under this agreement and that fixed by or payable under that deed, judgment, order or other thing.

14.5 Moratorium legislation

Any law which varies prevents or prejudicially affects the exercise by a party of any right, power or remedy conferred on it under this agreement is excluded to the extent permitted by law.

14.6 No assignment

A party must not assign, transfer or novate all or any part of its rights or obligations under or relating to this agreement or grant, declare, create or dispose of any right or interest in it, without the prior written consent of each other party.

14.7 Remedies cumulative

The rights and remedies under this agreement are cumulative and not exclusive of any rights or remedies provided by law.

14.8 Further assurance

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary or desirable to give full effect to this agreement and the transactions contemplated by it.

14.9 Costs

Each party is responsible for all its own costs incurred in the negotiation and performance of this agreement including legal costs.

14.10 Variation

- (a) Health Reimagined may amend this agreement by providing written notice to the Client. The Client's continued request for Services will constitute acceptance of such changes.
- (b) Subject to paragraph (a) and the terms of this agreement, an amendment or variation to this agreement is not effective unless it is in writing and signed by the parties.

14.11 Waiver

- (a) A party's waiver of a right under or relating to this agreement, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that party.
- (b) No other act, omission or delay by a party will constitute a waiver of a right.

14.12 Counterparts

This agreement may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A party who has executed a counterpart of this agreement may deliver it to, or exchange it with, another party by:

- (a) faxing; or
- (b) emailing a pdf (portable document format) copy of,

the executed counterpart to that other party.

14.13 Whole agreement

This agreement:

- (a) is the entire agreement and understanding between the parties relating to the subject matter of this agreement; and
- (b) supersedes any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter.

Services Agreement



Executed as an Agreement

Signed on behalf of Health Reimagined (ABN 69 158 150 513)	
Name and title of authorised signatory	Ingrid Steed Chief Executive Officer
Signature of authorised signatory	
Name and title of authorised signatory	
Date of signing	

Signed on behalf of (Client)	
Name and title of authorised signatory	
Signature of Witness	
Name and title of Witness	
Date of signing	