

LOGIC HEALTH: GENERAL TERMS AND CONDITIONS

The following Terms govern all Services provided by Logic Health (**Logic**) to the Customer.

1. PARTIES: In these Terms '**Logic**' means Logic Enterprises (WA) Pty Ltd and/or any of its subsidiary or affiliated companies and 'Customer' means the party whose name appears on the face of a proposal issued by Logic (**Proposal**) or a Purchase Order as the party to whom Services are being supplied to.

2. ACCEPTANCE: Any acceptance of a Proposal or any service performed pursuant to a Proposal shall constitute acceptance of the terms of supply of Services contained in the Proposal, including these Terms of Service Supply and any additional terms and specifications specified in writing by Logic on the face of the Proposal. The Proposal together with all such terms and specifications and any terms implied by law, shall constitute the entire agreement between Logic and the Customer in respect of the Proposal (Terms). These Terms may not be added to or varied without the prior written consent of Logic.

3. FEES: (i) The Customer will engage Logic's Services in accordance with Logic's processes as advised to the Customer from time to time.

(ii) The Customer will pay Logic the Fees for the Services in accordance with clause 4.

(iii) The Fees will be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes or duties are expressly included in the Fees.

(iv) Logic may vary the Fees for the Services any time. Any change to the Fees will apply to all Services supplied on or after the date specified by Logic in the notice to the Customer. If no date is specified in the notice, the change will be effective immediately for all Services supplied after the date of notification, and whether or not a Proposal for the Services had already been received and accepted prior to the change.

4. PAYMENT: (i) Payment of the Fees is to be made by such method as Logic nominates and the Customer must pay all invoices issued by Logic within 30 days after receipt of an invoice.

(ii) The Customer must not withhold payment or make any set-off or deduction from any amount owing without Logic's prior written consent.

(iii) Logic may charge interest or late payment fees in respect of any invoice that is not paid by the due date for payment up to 10% of the relevant invoice.

5. SUPPLY OF SERVICES: (i) The Customer hereby agrees that Logic shall refer some Services to General Practitioners and other Healthcare Professionals (**HCPs**) who operate their own business from Logic's (or its affiliates) premises under relevant facility service agreements and are not independent contractors of Logic (or its affiliate). Each HCP is required under the relevant facility and services agreement with the Supplier to take out and maintain its own medical malpractice insurance.

(ii) Logic subcontracts services to the relevant HCPs, who in turn provide the Services to Logic.

(iii) Logic (as agent for the HCP) and/or the HCP shall ensure that, at all times the supply of Services is in accordance with the terms of the Proposal.

6. INDEMNITY: (i) Subject always to **clause 6(iii)**, Logic will indemnify the Customer from and against any costs and claims to the extent arising out of or in connection with any personal injury caused by the act, omission or negligence of Logic. Logic's liability to indemnify is reduced proportionately to the extent that the negligence of the Customer (or its personnel) contributed to the relevant costs or claims.

(ii) The Customer must at all times indemnify Logic (and its personnel) from and against all costs and claims to the extent arising out of or in connection with any personal injury caused by the act, omission or negligence of the Customer.

(iii) Logic is not liable for any Services provided, or performed, by HCPs on facility service agreements with Logic as such HCPs have their own medical malpractice insurance and are liable and responsible for their own clinical decisions, actions and services.

7. CONFIDENTIALITY: All information provided by Logic to the Customer in connection with these Terms are confidential to Logic and the Customer agrees not to disclose the agreement of which these Terms form part of or any information relating to fees, products or services being provided under these Terms other than to a related body corporate of the Customer (as that term is used in the Corporations Act 2001), a professional advisor, or as required by law. This clause will survive the expiration or termination of these Terms.

8. HEALTH AND SAFETY: To the extent that Logic will provide all or part of the Services at the Customer's premises, the Customer must:

(i) ensure that there is a safe working environment for Logic's Personnel at those premises including complying with all relevant health and safety laws as they relate to those premises;

(ii) give Logic's Personnel all relevant health and safety information in relation to each premises and conduct appropriate site inductions;

(iii) consult with Logic in relation to any decision the Customer makes that may have an impact on the health and safety of Logic's Personnel;

(iv) provide Logic's Personnel with any necessary protective equipment and clothing required as a consequence of health and safety risks at those premises;

(v) comply with any reasonable directions of Logic in relation to Logic's Personnel performing Services from the Customer's premises

9. LIABILITY AND WARRANTIES: (i) Logic disclaims any implied or express warranty not provided for in these Terms.

(ii) *Cap on liability:* Except to the extent that liability cannot be limited or excluded, Logic's total liability arising out of or in connection with the Services supplied pursuant to these Terms (or at law, whether in contract, tort, including negligence, statute or otherwise), will not exceed the total of all Fees paid to Logic by the Customer under these Terms in the prior 12-month period.

(iii) *Exclusions of liability:* In addition to other qualifications, limitations, exclusions and caps contained in these Terms, Logic will not be liable (whether in contract, tort, including negligence, statute or otherwise) for any: (a) loss of profits; (b) consequential loss or damage; (c) indirect loss or damage; or (d) special loss or damage of any kind. Further, notwithstanding anything contained in any Terms, agreement, proposal or any other document between the parties, the Supplier is not liable for any Services provided, or performed, by HCPs or Third Party HCPs as such HCPs or Third Party HCPs are liable and responsible for their own clinical decisions, actions and services.

10. TERMINATION: An event of default occurs in relation to a party (**Defaulting Party**) if:

(i) a party breaches these Terms to a material extent and fails to remedy the breach within 30 days (or such other period as the parties agree) after receiving a notice specifying the breach from the party who is not in default (Non-Defaulting Party); or

(ii) an Insolvency Event occurs in relation to the Defaulting Party. If an event of default occurs in relation to a Defaulting Party, the Non-Defaulting Party may terminate this Agreement by giving the Defaulting Party written notice expiring at any time. For the avoidance of doubt, non-payment is deemed a material breach.

11. WAIVER: If Logic exercises or fails to exercise or delays exercising any right or remedy available to it, this will not prejudice its rights in exercising that or any other right or remedy unless expressly specified in writing and signed by Logic.

12. INCONSISTENCY WITH PO TERMS: If there is any inconsistency between these terms and any PO terms, these terms shall prevail to the extent of any inconsistency.

13. GOVERNING LAW: These Terms shall be governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

14. WORDS USED IN THESE TERMS:

(i) *Services* means the Services to be performed by the HCPs, described and specified in the Proposal that is to be supplied by the Supplier as an agent of the HCPs, to the Customer.

(ii) *Logic's Personnel* means any of Logic's employees, agents and representatives, HCPs and any subcontractors and any of the employees, agents and representatives of any subcontractors, involved either directly or indirectly in the supply of the Services;

(iii) *Insolvency Event* means the event that occurs when:

a. a party becomes insolvent or a court is entitled to presume that the party is insolvent under the Corporations Act 2001 (Cth);

b. a party goes into liquidation, official management, receivership, arrangement, administration, or an application is made or a resolution is passed for its winding up, or it makes an assignment for the benefit of creditors or an arrangement or compromise with creditors; or

c. a receiver, receiver and manager, administrator, or other similar person is appointed in respect of the party or any of its assets or undertakings.