



## JSPLUMB TOOLKIT EDITION

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## 7. MISCELLANEOUS

### a. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes all prior oral or written agreements, representations, understandings or arrangements between the parties relating to the subject matter of this Agreement. Any amendment to this Agreement must be made in writing and signed by the duly authorised representatives of each party.

### b. Assignment

The provisions of this Agreement will be binding upon and shall inure to the benefit of the parties, their successors, and permitted assigns. Neither this Agreement nor any rights under this Agreement may be assigned, pledged, delegated or otherwise transferred by either party, in whole or in part, whether voluntary or by operation of law (including any direct or indirect change in the ownership or control of such party, sale of assets, merger or consolidation), without the prior written consent of the other party, except as follows:

- i. Either party may assign this Agreement to its Affiliate, provided that such party shall remain jointly and severally liable with such assignee for all of its obligations hereunder.
- ii. Either party may assign this Agreement in connection with the sale of all or substantially all of its assets.

### c. Governing Law

This Agreement shall be governed and construed in accordance with the laws of New South Wales, Australia and both parties hereby submit to the exclusive jurisdiction of the Courts of New South Wales, Australia.

### d. Survival

Clauses 1, 3, 4, 5, 6, 7 will survive the termination of the Agreement. Any other terms of this Agreement that are either expressed so as to survive (or are capable of surviving) termination of this Agreement or from their nature or context it is contemplated that they are to survive termination, shall remain in full force and effect notwithstanding termination.