

## Limitation of liability

1. If council or any council Affiliates are liable to you in respect of any losses, liabilities, damages, costs, expenses or claims arising out of or in connection with our services (collectively "Losses") and (subject to paragraph 2.) any other person is liable to you in respect of some or all of the same Losses (on any basis), council's liability and that of any council Affiliates in respect of such Losses shall be limited so as to be proportionate to the relative contribution of council and council Affiliates having regard to the extent of responsibility of such other person for those Losses.

2. In determining the existence and extent of the responsibility of such other person for Losses for the purposes of paragraph 1, no account should be taken of any agreement limiting the amount of damages payable by such person or of any actual or possible shortfall in recovery of this amount (whether this is due to settling or limiting claims, or any other reason).

3. To the extent permissible under applicable laws, regulations or rules, the aggregate liability of council and council Affiliates to you and your Affiliates in respect of all Losses however caused, including arising as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty shall be limited to:

(a) AUD 10 million if you are an individual or a small business that employs less than 20 people, or if a manufacturing business, less than 100 people; or

(b) AUD 50 million if you are a client other than a client referred to in (a) above; or

(c) Such other amount in Australian dollars or any other currency that is specifically agreed with you in writing.

4. Notwithstanding paragraph 3, council and any council Affiliates shall not be liable to you, whether as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty, for any loss of profit or any special, indirect or consequential Losses arising under or in connection with the services provided by us.

5. You agree that council and any council Affiliates have a legitimate interest in limiting the exposure of council and council Affiliates' directors and employees to litigation and that you will not bring or assist in bringing any claim against council or any council Affiliates' directors, or employees in their personal capacity arising out of or in connection with the services provided by us.

6. The limitations of liability and exclusions contained in this limitation of liability section shall not apply to:

(i) any Losses or liabilities arising as a result of (a) fraud, wilful default or gross negligence by council or any council Affiliates; or (b) death or personal injury, in each case in jurisdictions where such limitations or exclusions would not be permitted under applicable laws, regulations or rules; or

(ii) any council (or council Affiliates') Losses or liabilities to the extent that the limitation or exclusion of such Losses or liabilities would not be otherwise permissible under applicable laws, regulations or rules.

7. For the avoidance of doubt this limitation of liability section shall be for the benefit of council and council Affiliates and any of council or their respective directors, employees or consultants involved in the provision of the Services. Any such person shall be entitled to rely upon and enforce its terms.

8. In this limitation of liability section the following words have the following meanings:

(i) "Services" means, any and all services provided to you or your Affiliates by council or any council Affiliates and includes any additional services and any amendments, variations or additions to those services whether expressly or impliedly agreed;

(ii) "Affiliate" means, in relation to a company, its subsidiaries and subsidiary undertakings, its holding companies and any subsidiaries and subsidiary undertakings of any such holding companies. As it applies to you, "Affiliate" also includes your partners, co-insureds or other associates to whom council or any council Affiliates may assume a responsibility by reason of providing our services to you.