



DEED OF TRANSFER

Parties

Name	Australian Medical Association Limited
ABN	37 008 426 793
Short form name	AMA Federal
Notice details	Address: Level 1, 39 Brisbane Avenue, Barton Postal address: PO Box 6090, Kingston ACT 2604 Email: ama@ama.com.au Attention: Natalia Centellas, Secretary-General

Name	Australian Medical Association (ACT) Limited
ABN	29 008 665 718
Short form name	AMA ACT
Notice details	Address: Level 1, 39 Brisbane Avenue, Barton Postal Address: PO Box 560 Curtin ACT 2605 Email: ceo@ama-act.com.au Attention: Peter Somerville, Chief Executive Officer

Background

- A AMA ACT and AMA Federal are both companies limited by guarantee.
- B Under the terms of both AMA ACT's and AMA Federal's Constitutions, members of AMA ACT are also members of AMA Federal.
- C AMA ACT's board of directors has proposed that AMA ACT merges with AMA Federal and that AMA ACT is wound up at the end. Members of AMA ACT will continue to be members of AMA Federal and eligible to participate in an ACT branch of AMA Federal which is intended to be established (as a branch of AMA Federal and not a separate legal entity).
- D AMA ACT's Constitution provides that on winding-up, its property will be distributed to a like-minded not for profit body.
- E To effect the merger of the two entities:
 - (a) AMA ACT has agreed to transfer the assets, staff and key contracts to AMA Federal in accordance with the terms of this deed; and
 - (b) AMA Federal has agreed to accept the transfer and to grant an indemnity on the terms set out in clause 9. The indemnity is intended to provide a mechanism to ensure AMA ACT remains solvent up to its wind up.

Agreed terms

1. DEFINED TERMS & INTERPRETATION

1.1 Defined terms

In this deed:

AMA ACT IP means all Intellectual Property Rights owned by, used by or licensed to AMA ACT in the conduct of the Operations, including:

- (a) any right to have information relating to the Operations or the Assets (including Confidential Information) kept confidential;
- (b) copyright and Confidential Information in all Records, data bases, methodologies, manuals and Know-how used solely or predominantly in the Operations; and
- (c) the Know-how.

Assets means:

- (a) Cash in Hand;
- (b) the Plant and Equipment;
- (c) the Assumed Contracts;
- (d) the AMA ACT IP;
- (e) the Records; and
- (f) all other property, rights and assets of AMA ACT, but does not include the Excluded Assets.

Assumed Contracts means the contracts listed in **Schedule 1** (other than the contracts identified as Excluded Assets).

Business Day means:

- (a) for receiving a Notice under clause 14, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the Notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory.

Business Hours means the hours from 9.00am to 5.00pm on a Business Day.

Cash in Hand means AMA ACT's cash in hand, on deposit with banks or other financial institutions.

Completion means completion of the transfer of the Assets and the acceptance of the transfer contemplated in this deed.

Completion Date means the day on which Completion occurs.

Completion Time has the meaning given in clause 6.1.

Conditions means the conditions to Completion set out in clause 2.1.

Confidential Information means the following, irrespective of its form or medium and whether or not it comes into existence before, on or after the date of this deed:

- (a) all information of, used by or related to the Operations or its transactions, operations and affairs, including all past, current and prospective financial, accounting, marketing, trading, technical and business information, trade secrets, know-how, technology and operating procedures, customer and supplier lists, data bases, source codes, methodologies, manuals, artwork and advertising manuals;
- (b) all other information relating to the Operations treated by AMA ACT as confidential;
- (c) all notes, reports and other records based on, incorporating or derived from information referred to in paragraphs (a) or (b); and
- (d) all copies of the information, notes, reports and records referred to in paragraphs (a), (b) or (c),

where that information is not public knowledge (otherwise than as a result of a breach of a confidentiality obligation of a party).

Corporations Act means the *Corporations Act 2001* (Cth).

Employees means the employees of AMA ACT engaged in the Operations listed in **Schedule 1** who are employees of AMA ACT at the Completion Time.

Encumbrance includes 'security interest' as defined in the PPSA and any mortgage, lien, charge, pledge, claim, encumbrance and other third party right or interest.

Excluded Assets means the assets of AMA ACT identified as such in **Schedule 2**.

Intellectual Property Rights means all intellectual property rights (whether registered or unregistered) including in respect of:

- (a) business names;
- (b) domain names;
- (c) trade marks;
- (d) confidential information; and
- (e) patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, data bases, know-how, logos, designs and copyright.

Know-how means the information or know-how owned by or in the possession or control of AMA ACT relating to the Operations, its systems, technology and affairs (and whether written or unwritten) including:

- (a) financial, technological, strategic or business information, concepts, plans, strategies, directions or systems;
- (b) research, development, operational, legal, marketing or accounting information, concepts, plans, strategies, directions or systems;
- (c) technology, inventions, discoveries, improvements, processes, formulae, techniques, manuals, instructions, source and object codes for computer software, intellectual property rights and technical and historical information relating to them; and
- (d) member, customer, industry and supplier information.

Liabilities means all liabilities, losses, damages, outgoings, costs and expenses.

Notice has the meaning given in clause 14.

Operations means the operations of AMA ACT as conducted by it at the Completion Time using the Assets, under the name 'Australian Medical Association (ACT) Limited'.

Plant and Equipment means all plant, equipment, machinery, spare parts, furniture, fixtures, fittings, office machines, computer equipment and other assets, fittings or chattels owned by AMA ACT and used in the conduct of the Operations.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Records means all original or copy records, brochures and catalogues, lists of members and suppliers, documents, books, files, reports, accounts, plans and correspondence belonging to or used by AMA ACT in the conduct of the Operations (and whether kept in hard or electronic form) other than records relating solely to the Excluded Assets.

Representatives means, in relation to a person or entity, its officers, employees, contractors, agents, advisers or financiers.

Superannuation Arrangement means any fund, plan, or scheme, or division of a fund plan or scheme, under which superannuation, retirement, life assurance, death or disability benefits, pensions, annuities or other allowances, gratuities or benefits are or may be provided to or in respect of any Transferring Employee or their dependants.

Tax means taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition and **Taxation** has a corresponding meaning.

Transferring Employees means Employees who, by the Completion Time, have accepted an offer of employment made in accordance with clause 10.1.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or \$ is to Australian currency;
- (f) a reference to time is to Australian Capital Territory, Australia time;
- (g) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was

responsible for the preparation of this deed or any part of it; and

- (m) other than obligations or events relating to or with respect to Completion which may be performed or occur on a day that is not a Business Day, if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. CONDITIONS

2.1 Conditions

The transfer of the Assets contemplated by this deed and Completion is conditional on the satisfaction or waiver (in accordance with clause 2.2) of the following conditions:

Item	Condition	Party entitled to benefit
1	The members of AMA ACT passing an ordinary members' resolution ratifying this Deed of Transfer.	Both AMA ACT and AMA Federal
2	The directors of AMA Federal passing an ordinary resolution approving by laws for the ACT branch of AMA Federal.	AMA Federal
3	The members of AMA ACT passing an ordinary resolution that if upon the winding up or dissolution of AMA ACT there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall be given or transferred to AMA Federal.	AMA Federal

2.2 Waiver of Conditions

Except for Condition 1 (which cannot be waived), a Condition may only be waived in writing by a party entitled to the benefit of that Condition (as set out in the table in clause 2.1) and will be effective only to the extent specifically set out in that waiver.

2.3 Failure of Condition

This deed automatically terminates effective immediately if all Conditions are not satisfied or waived in accordance with clause 2.2 by 31 December 2025 or by another date agreed by the parties in writing.

2.4 Effect of termination

On termination of this deed under clause 2.3:

- (a) clauses 14 and 16 continue to apply;
- (b) accrued rights and remedies of a party are not affected; and
- (c) subject to clauses 2.4(a) and (b), the parties are released from further performing their obligations under this deed.

3. TRANSFER OF ASSETS

3.1 Transfer of Assets

AMA ACT as legal and beneficial owner agrees to transfer and AMA Federal agrees to accept the transfer of the Assets from AMA ACT:

- (a) in consideration for the mutual promises under this deed;
- (b) free from any Encumbrance; and
- (c) at the Completion Time.

3.2 Excluded Assets

The transfer of Assets under this deed does not include the Excluded Assets.

4. TRANSFER PRICE

- (a) The Transfer Price for the Assets is calculated as at Completion as follows:
 - (i) book value of the Assets (excluding Cash in Hand) as at the Completion Date;
 - (ii) plus the sum of the Cash in Hand (excluding Cash in Hand that is Excluded Assets) available at the Completion Date; and
 - (iii) less the value of any Transferring Employees' liability assumed by AMA Federal as at Completion Date.
- (b) The Transfer Price will be reduced by any amounts paid by AMA Federal under or in accordance with the indemnity granted under clause 9.
- (c) Subject to Completion and at the Completion Time, AMA Federal must pay the Transfer Price, to facilitate the transfer of the Assets under this deed at the Completion Time, to AMA ACT.
- (d) AMA Federal's obligation to pay the Transfer Price under clause 4(c) will be automatically satisfied on (and subject to) Completion by way of a debt of an amount equal to the Transfer Price (and otherwise on the terms set out in this deed) owing by AMA Federal to AMA ACT (**Debt**). The Debt will not be paid by AMA Federal in cash but will be dealt with in accordance with clause 4(f).
- (e) No interest, fees, costs, charges, expenses or other amounts will accrue on the Debt.
- (f) AMA ACT and AMA Federal agree that upon a Special Resolution being passed by the members of AMA ACT to wind-up and a liquidator being appointed to wind-up AMA ACT, the Debt will be discharged by the liquidator upon all AMA ACT's debts being satisfied.

5. OBLIGATIONS BEFORE COMPLETION

- (a) From the date of this deed until Completion, AMA ACT must carry on the Operations in the usual and ordinary course and conduct the Operations in compliance with all applicable laws and regulations.
- (b) AMA ACT must not before Completion:
 - (i) enter into any commitment (or series of commitments) for capital expenditure in excess of \$10,000; or
 - (ii) amend the terms of engagement of, or terminate the employment of, any of the Employees, either through individual contract or through negotiations with a union.

6. COMPLETION

6.1 Time

Completion will take place at the time immediately after all of the Conditions have been satisfied (or waived under clause 2.2) on the Completion Date or on any other date and at any other place or time as the parties agree (**Completion Time**).

6.2 AMA ACT's obligations

At Completion or as soon as reasonably practicable after Completion, AMA ACT must deliver to AMA Federal:

- (a) all of the Assets, title to which passes by delivery, at the places where they are located;
- (b) all documents of title relating to the Assets;
- (c) to the extent obtained before Completion, a deed of assignment or novation of each Assumed Contract, duly executed by AMA ACT and any third party signatories and on terms reasonably acceptable to AMA Federal;
- (d) the Records;
- (e) forms and other documents evidencing the records that AMA ACT was required to keep under the *Fair Work Act 2009* and *Fair Work Regulations 2009* in respect of Transferring Employees;
- (f) forms and other documents evidencing the Superannuation Arrangements in respect of

Transferring Employees;

- (g) all keys and codes required to gain access to all computer systems and all other Assets sold under this deed; and
- (h) any other document or thing relating to the Operations which AMA Federal may reasonably require or which is reasonably necessary to give full effect to this deed.

6.3 AMA Federal's obligations

At Completion or as soon as reasonably practicable after Completion, AMA Federal must deliver to AMA ACT counterparts of any document to be delivered by AMA ACT under clause 6.2 to which AMA Federal is a party, duly executed by AMA Federal.

6.4 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties under this deed are interdependent;
- (b) all actions required to be performed are taken to have occurred simultaneously at the Completion Time; and
- (c) completion of the transfer and acceptance of transfer of each Asset is dependent on the completion of the transfer and acceptance of transfer of each other Asset.

7. TITLE AND RISK

7.1 Title

Title to the Assets passes to AMA Federal at Completion.

7.2 Possession

Possession of the Assets and risk related to the Assets is given to and taken by AMA Federal at Completion.

7.3 AMA ACT's insurance

AMA ACT agrees to take out and maintain until Completion insurance of the Assets covering such risks and for such amounts as would be maintained by a prudent insurer of a body conducting operations of the nature of the Operations.

8. ASSUMED CONTRACTS

8.1 Assignment

- (a) Subject to Completion, and on and with effect from the Completion Time, AMA ACT assigns and AMA Federal accepts an assignment of all of AMA ACT's rights under, benefits of and interests in the Assumed Contracts (**Benefits**) and assumes the burden of the Assumed Contracts in accordance with this clause 8.
- (b) This deed does not constitute an assignment or an attempted assignment of an Assumed Contract if an assignment or attempted assignment requires the consent of the counterparty to the Assumed Contract and would constitute a breach of that Assumed Contract if an assignment were made without that consent.

8.2 Consent to transfer of Assumed Contracts

- (a) If the consent of a third party is required for the transfer of an Assumed Contract to AMA Federal under clause 8.1, AMA ACT and AMA Federal must use their reasonable endeavours to obtain that consent by or as soon as reasonably practicable after Completion.
- (b) Pending the transfer of an Assumed Contract to AMA Federal under clause 8.1, AMA ACT must:
 - (i) hold the Benefits of the Assumed Contract on trust for AMA Federal and account to AMA Federal promptly after receipt by it for the value of any Benefit of the Assumed Contract that arises (or relates to the period) after the Completion Time;
 - (ii) enforce the Assumed Contract against any counterparty to it in the manner that AMA Federal directs (and promptly following such direction) from time to time, at the

expense of AMA Federal; and

- (iii) not agree to any termination, amendment or variation of or waiver of any of AMA ACT's rights under the Assumed Contract without the prior written approval of AMA Federal.

8.3 Performance of Assumed Contracts

- (a) AMA ACT must perform and observe all obligations of AMA ACT under any Assumed Contract which are due to be performed (or relate to the period) on or before the Completion Time.
- (b) AMA Federal must, to the extent it lawfully can, assume, perform and observe all obligations of AMA ACT under any Assumed Contract which are due to be performed (or relate to the period) after Completion.
- (c) AMA ACT must, at the request and expense of and with the assistance of AMA Federal, use its reasonable endeavours to perform any obligation of it under any Assumed Contract which arises (or relates to the period) from Completion which AMA Federal cannot lawfully assume, perform or observe.

8.4 AMA ACT to cooperate generally

Pending the transfer of an Assumed Contract to AMA Federal under clause 8.1 and to give effect to the allocation of responsibility for performance of and Liability for an Assumed Contract under clauses 8.3 and 9, AMA ACT must fully cooperate with AMA Federal in any reasonable arrangement designed to provide for AMA Federal the Benefits, subject to AMA Federal assuming the burden of the Assumed Contract.

9. AMA FEDERAL'S INDEMNITY

Subject to:

- (a) Completion occurring; and
- (b) a Special Resolution being passed by the members of AMA ACT to wind-up AMA ACT prior to the termination of this deed,

with effect from the time a Special Resolution to wind-up AMA ACT is passed by the members of AMA ACT, AMA Federal indemnifies AMA ACT from and against all Liabilities of AMA ACT that were not satisfied prior to Completion and of which written notice is given to AMA Federal prior to the date in which the liquidator lodges the final administrative return for AMA ACT.

10. EMPLOYEES

10.1 Offers of employment

Within 10 Business Days after the date of this deed, AMA Federal must make an offer of employment to each of the Employees. The offer must be:

- (a) in a form which offers to each Employee terms and conditions of employment that are in aggregate no less favourable overall to the Employee than those under which that Employee is employed by AMA ACT at the Completion Time;
- (b) conditional on Completion occurring; and
- (c) expressed to take effect on the Completion Time.

10.2 Release of Transferring Employees

At Completion, AMA ACT must release from their employment (with *effect* from the Completion Time) all Transferring Employees.

10.3 Information about Employees

Not later than five days before the Completion Date, AMA ACT must provide a written statement to AMA Federal setting out:

- (a) the name of each Employee;
- (b) each Employee's employment commencement date with AMA ACT;
- (c) any changes to the information contained in **Schedule 1** relating to any Employee;

- (d) accurate and up to date details of each Employee's accrued but untaken or pro rata annual leave (including rostered days off), long service leave and personal leave (comprising sick and carer's leave);
- (e) any workers compensation claim lodged by any Employee where such claim is founded upon an injury or an aggravation of an injury allegedly caused or arising from an event or circumstances occurring during the Employee's employment by AMA ACT; and
- (f) any claim made, or notice given by an Employee relating to that Employee's employment with AMA ACT, including any termination of employment of that Employee by AMA ACT.

10.4 AMA ACT's payment obligations

On or before the Completion Date, AMA ACT must, in respect of each Transferring Employee, pay:

- (a) to the Transferring Employee, all amounts to which that Transferring Employee is or may become entitled by law, statute or under any industrial instrument, award, agreement or arrangement, on release from employment in connection with:
 - (i) wages, salary, commission, short term incentives (including bonuses or other profit sharing arrangements) or allowances accruing or arising in respect of the period up to and including the Completion Date (other than in respect of annual leave and long service leave); and
 - (ii) rostered days off which the Transferring Employee had accrued, but not yet taken, at the Completion Date; and
- (b) to the Transferring Employee's nominated superannuation fund, all employer superannuation contributions due to be made by AMA ACT in respect of the period of employment up to and including the Completion Date in respect of that Transferring Employee.

10.5 Prior Service

AMA Federal agrees that, subject to any relevant statute, industrial instrument, award or agreement, for the purpose of calculating any benefit arising under any statute, industrial instrument, award, agreement or contract of employment between AMA Federal and a Transferring Employee, the period of service (including any period of service deemed by law or contract) which a Transferring Employee has had with AMA ACT immediately before and continuous with the commencement of employment with AMA Federal (**Prior Service**) is to be deemed service with AMA Federal and the continuity of the period of service of the Transferring Employee is to be deemed not broken because the Transferring Employee ceases to be an employee of AMA ACT and becomes an employee of AMA Federal. This clause does not apply to an entitlement of a Transferring Employee which has been or is required to be discharged by a payment from AMA ACT under clause 10.4.

10.6 Assumption of leave benefits

Except to the extent that AMA ACT has made a payment to a Transferring Employee under clause 10.4 based on Prior Service, AMA Federal will assume, recognise, and become solely responsible for all accrued and untaken entitlements of each Transferring Employee for annual leave (including loading), personal leave (comprising sick leave and carer's leave) and long service leave as at the Completion Date.

11. CAPACITY

Each party represents and warrants to each other party that:

- (a) it is validly existing under the laws of its place of incorporation or registration;
- (b) it has the power to enter into and perform its obligations under this deed and to carry out the transactions contemplated by this deed;
- (c) subject to satisfaction of the Conditions, it has taken all necessary action to authorise its entry into and performance of this deed and to carry out the transactions contemplated by this deed;
- (d) its obligations under this deed are valid and binding and enforceable against it in accordance with their terms; and
- (e) the execution, delivery and performance by it of this deed (and any other agreement required

to be entered into by it in connection with this deed) will not, subject to satisfaction of the Conditions:

- (i) result in a breach of, or constitute a default under, any agreement or arrangement to which it is party or by which it is bound; or
- (ii) result in a breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.

12. AFTER COMPLETION

12.1 Records and AMA ACT's rights of access

After Completion, AMA ACT will have the right, at all reasonable times, on reasonable notice and at its cost, to access, and to take copies of, any Records reasonably necessary for it:

- (a) to comply with any applicable law, including any applicable law relating to Tax;
- (b) to prepare Tax or other returns required of it by law; or
- (c) for the purpose of dealing with the accounting, Taxation, financial or insurance affairs of AMA ACT or any of its related bodies corporate,

provided that any such copies of Records or information obtained from such Records must be kept confidential in accordance with clause 16.13 and used solely for the above purposes.

12.2 Confidential Information

With effect from Completion, AMA ACT must keep and must procure that each of its related bodies corporate keeps the Confidential Information confidential, and does not use the Confidential Information except as expressly permitted in this deed, in accordance with clause 16.13.

13. GST

13.1 Interpretation

Words or expressions used in this clause 13 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (**GST Act**) have the same meaning in this clause.

13.2 Going concern

- (a) AMA ACT and AMA Federal agree that the sale of the Operations and the Assets under this deed constitutes the supply or supplies of a going concern for the purposes of the GST Act.
- (b) AMA ACT warrants that it will carry on the Operations until the day that the supply is made for the purposes of the GST Act.
- (c) AMA ACT warrants that it is supplying to AMA Federal all things necessary for the continued operation of the Operations.
- (d) AMA Federal confirms that it is registered for GST as at the date of this deed and will continue to be GST registered up to and including the Completion Date.

13.3 Consideration is GST-exclusive

Any consideration to be paid or provided for a supply made under or in connection with this deed, unless specifically described in this deed as 'GST inclusive', does not include an amount on account of GST.

13.4 Gross up of consideration

Despite any other provision in this deed, if a party (**Supplier**) makes a supply under or in connection with this deed on which GST is payable (not being a supply the consideration for which is specifically described in this deed as 'GST inclusive'):

- (a) the consideration payable or to be provided for that supply under this deed but for the application of this clause 13 (**GST-exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST-exclusive consideration multiplied by the prevailing rate of GST (**GST Amount**); and
- (b) subject to clause 13.7, the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST- exclusive

consideration is payable or to be provided.

13.5 Reimbursements (net down)

If a payment to a party under this deed is a reimbursement or indemnification or otherwise calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the GST group that party is a member of (as the case may be), is entitled in respect of that loss, cost or expense.

13.6 Revenue (net down)

If the consideration for a supply under this deed is calculated by reference to the consideration for another supply, in performing that calculation, the consideration payable or to be provided for the supply under this deed excludes any GST payable included in the consideration payable for that other supply.

13.7 Tax invoices

The Recipient need not pay the GST Amount in respect of a taxable supply made under or in connection with this deed until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

13.8 Adjustment events

- (a) If an adjustment event arises in respect of a supply made under or in connection with this deed, then:
- (b) if the Supplier's corrected GST Amount is less than the previously attributed GST Amount, the Supplier will refund the difference to the Recipient; or
- (c) if the Supplier's corrected GST Amount is greater than the previously attributed GST Amount, the Recipient will pay the difference to the Supplier; and
- (d) the Supplier must issue an adjustment note to the Recipient.

14. NOTICES AND OTHER COMMUNICATIONS

14.1 Service of notices

A notice, demand, consent, approval or communication under this deed (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post, facsimile or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

14.2 Effective on receipt

A Notice given in accordance with clause 14.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, 2 Business Days after the date of posting (or 7 Business Days after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice; and
- (d) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

15. ASSIGNMENT

A party may only assign this deed or a right under this deed with the prior written consent of each other party.

16. MISCELLANEOUS

16.1 Alterations

This deed may be altered only in writing signed by each party.

16.2 Approvals and consents

Except where this deed expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally, or withhold, any approval or consent under this deed.

16.3 Costs

Each party must pay its own costs of negotiating, preparing and executing this deed.

16.4 Stamp duty

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this deed or any transaction or instrument contemplated by this deed, must be paid by AMA Federal.

16.5 Survival

Any obligation of confidence under this deed is independent and survives termination of this deed. Any other term by its nature intended to survive termination of this deed survives termination of this deed.

16.6 Counterparts

This deed may be executed in counterparts. All executed counterparts constitute one document.

16.7 No merger

The rights and obligations of the parties under this deed do not merge on completion of any transaction contemplated by this deed.

16.8 Entire agreement

This deed constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

16.9 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this deed and any transactions contemplated by ii.

16.10 Severability

A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.

16.11 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

16.12 Relationship

Except where this deed expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

16.13 Confidentiality

A party may only use confidential information of another party for the purposes of this deed, and must keep (and must procure that its related bodies corporate also keep) the existence and the terms of this deed, related agreements annexed to this deed, the transactions contemplated by those agreements and any other confidential information of another party confidential except where:

- (a) the information is public knowledge (but not because of a breach of this deed) or the party has independently created the information;

- (b) disclosure is required by law or a regulatory body (including a relevant stock exchange) and (if practicable) the notifying party has taken reasonable action to minimise the extent of such disclosure and has given the other party a reasonable opportunity to comment on the contents of, and the requirement for, the disclosure; or
- (c) disclosure is made to a Representative of that party who must know for the purposes of this deed on the basis that the person keeps the information confidential.

16.14 Governing law and jurisdiction

This deed is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

Schedule 1 – Assumed Contracts and Employees

Assumed Contracts

Counterparties	Description
ActewAGL Retail	Electricity – Brisbane Avenue
AMEX merchant facility	Merchant facility
Canon Australia	Office printing
[REDACTED]	President's honorarium
MYOB finance system	Finance system subscription
Novated Lease Australia (NLA)	AMA ACT CEO's novated car lease
PayPal merchant facility	Merchant facility
Storage King – Mitchell	Storage facility
Doctors Health Fund (Avant)	Sponsorship Agreement
ACT Junior Medical Officers Association Inc	Memorandum of Understanding

Insurance policies relating to the Operations or owned by AMA ACT or any related body corporate of AMA ACT and the benefit of any claims under those policies (other than any insurance policies related to the Excluded Assets)

Employees

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Schedule 2 – Excluded Assets

Contracts

Counterparties	Description	Comments
ACT Revenue Office	General rates and land tax – Napier Close property	The building is being sold.
Associations Forum Pty Ltd	Membership subscription	AMA Federal already has a membership which will extend to AMA ACT staff.
Australia Post	Office postage	AMA Federal has contract with Australia Post which will extend to AMA ACT users.
Beaumont Consulting	Contracted iMIS administration officer	AMA Federal has proposed replacing this with a casual employment arrangement.
Canberra Mailing and Envelopes	Printing – Canberra Doctors	No ongoing contract
Civium	Body corporate – Napier Close property	The building is being sold.
Commonwealth Bank of Australia merchant facility	Merchant facility	Commbank has advised that it will no longer support Payflow after 30 November 2025. From on or around 29 November 2025 Federal AMA will re-direct AMA ACT members to use the AMA PayPal account.
Company Directors	Membership subscription	No longer required
Corporate Traveller	Travel management services	AMA Federal already has a contract. AMA ACT will be covered by this contract.
Delfast Couriers	Office courier	AMA Federal has a courier contract with an alternative provider (TNT) which will extend to AMA ACT users.
Department of Health	Tasmanian state government funding agreement for Drs4Drs program.	To be novated to Doctors Health Services Pty Ltd
Doctors Health Services Pty Ltd	Doctors' health services funding arrangements and program delivery for ACT and Tasmania	To be terminated by agreement, with Doctors Health Services Pty Ltd taking on delivery of this service (subject to Ahpra's approval)
██████████	Tasmanian Medical Director	To be novated to Doctors Health Services Pty Ltd
██████████	ACT Medical Director	To be novated to Doctors Health Services Pty Ltd
Icon Water	Water and sewerage – Napier Close property	The building is being sold.
iSentia	Media monitoring	This contract may have expired. AMA Federal already has a contract that will cover AMA ACT.
J2 EFax Services	Fax line services	No longer required
Mail Plus Barton	Office postage	AMA Federal has contract with Mail Plus which will extend to AMA ACT users.
Multiple	Doctors who answer calls to Doctors Health Service	To be novated to Doctors Health Services Pty Ltd
National Mailing and Marketing	Postage – "Canberra Doctor"	No ongoing contract
OpenAI ChatGPT	Subscription services	AMA Federal already has an AI subscription that will cover AMA ACT.

Counterparties	Description	Comments
Relationships Australia	Tenancy agreement at Napier Close property.	The building is being sold.
██████████	Contracted editor for "Canberra Doctor".	AMA Federal has proposed replacing this with a casual employment arrangement.
Survey Monkey	Subscription services	AMA Federal already has a contract which will extend to AMA ACT users.
Tailored Accounts	Accounting fees	AMA Federal already has a contract which can be expanded as required.
Telstra	Mobile phone account	AMA Federal has a contract with Telstra. Existing mobile numbers will be ported to that account.
Ultra Care Cleaning Services	Cleaning services – Brisbane Avenue	AMA Federal has a contract with Ultra Clean that can be expanded to add the AMA ACT premises.

Business names

Name	Comments
DRS4DRS Tasmania Drs4Drs ACT Doctors Health Advisory Service ACT	To be transferred to Doctors Health Services Pty Ltd

Other

Name	Comments
Cash in hand in the cheque account held by AMA ACT with CBA bank.	The liquidator will use this to pay any creditors. The balance will be distributed to AMA Limited upon completion of the winding up.
Unspent funding in relation to doctors' health services in the ACT and Tasmania	To be transferred to Doctors Health Services Pty Ltd (subject to consent of the relevant funding bodies)
Any contracts entered into, made or accepted by or on behalf of AMA ACT in the conduct of the Operations, that are not listed in Schedule 1 .	AMA Limited is only taking on contracts that it is aware of. These contracts are listed in Schedule 1 .
Any Records which AMA ACT is required by law to retain.	

EXECUTED as a deed

Executed for the **AUSTRALIAN MEDICAL ASSOCIATION LIMITED (ABN 37 008 426 793)**
by its authorised officer in the presence of:

Signature of witness

Signature of authorised officer
Natalia Centellas
Secretary General

Name of witness

Executed for **AUSTRALIAN MEDICAL ASSOCIATION (ACT) LIMITED (ABN 29 008 665 718)** by its authorised officer in the presence of:

Signature of witness

Signature of authorised officer

Name of witness

Name of authorised officer