Supplier, terminate this Contract without cause.

23.2. The Customer may terminate or cancel a Project at any time subject to Clause 9.8 and payment of all Contract Charges specifically set out at Clause 9.9 of Clause 9 (Variations and Cancellations).

23.3. The Customer may terminate this Contract or a Project by written notice to the Supplier with immediate effect if the Supplier:

23.3.1. commits a material Default which cannot be remedied;

23.3.2. repeatedly breaches any of the terms and conditions of this Contract in such a manner as to indicate that it does not have the intention or ability to adhere to the terms and conditions;

23.3.3. commits a Default, including a material Default, which in the opinion of the Customer is remediable but has not remedied such Default to the satisfaction of the Customer within thirty (30) days of receiving notice specifying the Default and requiring it to be remedied or in accordance with the Rectification Plan Process;

23.3.4. breaches any of the provisions of Clauses 6.1 (Supplier: Other Appointments), 10 (Approvals and Authority), 15 (Confidentiality, Transparency and Freedom of Information), and 32 (Prevention of Fraud and Bribery);

23.3.5. is subject to an Insolvency Event; or

23.3.6. fails to comply with legal obligations.

23.4. The Supplier must notify the Customer as soon as practicable of any Change of Control or any potential Change of Control.

23.5. The Customer may terminate this Contract with immediate effect by written notice to the Supplier within six (6) Months of:

23.5.1. being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or

23.5.2. where no notification has been made, the date that the Customer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

23.6. The Customer may terminate this Contract or a Project by giving the Supplier at least fourteen (14) days' notice if:

23.6.1. the DPS Agreement is terminated for any reason;

23.6.2. the Parties fail to agree a Variation under Clause 9; or

23.6.3. the Supplier fails to implement an agreed Variation.