



Services Agreement

This agreement ("the Agreement") is made on the date specified in Item 1 of the Schedule between the party listed in Item 2 in the Schedule (the "Principal") and **Ben Buckler House Pty Ltd** (ABN 13 002 930 387) of 40 Milroy Avenue, Kensington, NSW, 2033 ("the Contractor").

Recitals

- A. The Principal wishes to resolve a dispute. The dispute is described in Item 3 of the Schedule ("the dispute").
- B. The Principal has requested the Contractor, and the Contractor has agreed to assist them to resolve the dispute.
- C. The Principal and the Contractor agree to comply with the terms and conditions of this Agreement.

Operative Provisions

1. Appointment

The Principal appoints the Contractor to provide the services described in Item 4 of the Schedule ("the Services") to assist the Principal to resolve the dispute. The Contractor accepts the appointment on the terms set out in this Agreement. The Contractor will procure David Lewis Baker, a director of the Contractor ("the Nominated Person") to deliver the Services.

2. The Contractor

- 2.1. The Contractor is engaged by the Principal as an independent contractor.
- 2.2. Nothing in this Agreement creates a relationship between the Principal on the one hand and the Contractor or the Nominated Person on the other, of employer and employee, principal and agent, partnership or joint venture partners.
- 2.3. The Contractor must not incur any liability on behalf of the Principal or purport to enter into any contract which would be binding on the Principal.

3. Performance of the Services

The Contractor shall provide, and shall procure that its Nominated Person provides on its behalf, the Services to the Principal under the terms of this Agreement in compliance with the reasonable requests of the Principal from time to time and in a professional, timely and competent manner with the degree of skill, care and diligence expected of a Contractor experienced in providing similar services.

4. Contractors Fee and Costs

- 4.1. The Principal agrees to pay the fees (plus GST) as specified in Item 5 of the Schedule to the Contractor. The Contractor will submit a tax invoice to the Principal for the Services performed and the Principal will pay the amount owing in respect of each such tax invoice into the nominated bank account of the Contractor within 30 days of its receipt.
- 4.2. The Principal will reimburse the Contractor for any and all reasonable travel and accommodation costs if the Services are not performed in Sydney.

5. Confidentiality

- 5.1. The Contractor recognises that in the course of providing the Services it may have access to confidential information. The Contractor must not, either during the course of providing the Services or at any time after the termination of this Agreement, use or disclose to any person, firm or corporation, any confidential information of the Principal, except:
 - 5.1.1. with the prior consent of the Principal; or
 - 5.1.2. in the proper course of providing the Services under this Agreement; or
 - 5.1.3. if the disclosure is made under legal compulsion or by the Contractor for the purpose of obtaining legal, financial or insurance advice (provided that those advisers are under a similar confidentiality obligation).

6. Conflict of Interest

- 6.1. The Contractor must disclose any agreement to which it or its Nominated Person is a party or any obligation or interest that may conflict with the commercial interests of the Principal or the obligations of the Contractor under this Agreement. If the Principal is satisfied on reasonable grounds that a conflict of interest exists, the Contractor shall comply (and shall procure that the Nominated Person complies) with any reasonable direction or request to resolve the conflict.
- 6.2. The Principal acknowledges that the Contractor and the Nominated Person are in the business of providing mediation and dispute management services and agrees that the Contractor and the Nominated Person are free to provide those services to others, subject to clause 6.1.

7. Termination

Either party may terminate this Agreement at any time by giving written notice to the other in which event the Principal will not be obliged to pay to the Contractor any moneys other than any fees with respect to Services already rendered by the Contractor and any reimbursable costs properly incurred by the Contractor.

8. Release

The Principal releases and discharges the Contractor from any liability of any kind whatsoever and indemnifies the Contractor from and against any claim which may arise in connection with or resulting from the Contractor's appointment or any act or omission in the delivery of the Services, except in the case of fraud, wilful misconduct or gross negligence on the part of the Contractor.

9. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one Agreement. A party may execute this Agreement by signing any counterpart.

10. Entire Agreement, Governing Law and Jurisdiction

This Agreement represents the entire agreement between the parties and is governed by the laws of New South Wales. The parties submit to the courts of that jurisdiction.

Signed by the parties:

Principal

Signature and date

Signature and date

Contractor

Executed in accordance with s 127 of the
Corporations Act by **Ben Buckler House Pty
Ltd**

Signature of Contractor and date

Schedule

Item 1: Date of this Agreement

Item 2: Principal

Item 3: Description of the dispute

Item 4: Services

Item 5: Contractors fees

Amount payable for each day:

[\$[Insert daily amount]

Hourly fee (if applicable:

[\$[Insert hourly rate]

Unless otherwise stated all fees indicated above exclude GST.