

RUDRA LEGAL CORPORATION PTY LTD TRADING AS LAWBANK

AND

SERVICE AGREEMENT

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- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
 - (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
 - (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Appointment

In consideration of the principal paying the service provider in accordance with rates of pay set out in the schedule, the service provider agrees to provide the services during the contract term in accordance with the provisions of this agreement. The principal acknowledges and agrees that the service provider may employ its own staff.

3. Provision of the services

The parties agree that the service provider must:

- (a) Exercise all due care, skill and attention in providing the services;
- (b) Do all things necessary to ensure that the services are provided to the reasonable satisfaction of the principal;
- (c) Ensure that the services are rendered in compliance with any relevant codes, standards and regulations;
- (d) Maintain a safe environment for customers, guests and staff;
- (e) Ensure that the services are carried out in a proficient manner by professionally trained and qualified staff;
- (f) Ensure an appropriate range of equipment, staff and services as set out in the schedule are operating at all times;
- (g) Comply with all legal requirements as may from time to time apply to the provision of the services; and
- (h) Perform the key service responsibilities set out in the schedule.

4. Duration of contract term

The parties agree that the service provider must carry out and perform the services during the days and at the times set out in the schedule. The scope of the services required may change with changes in the principal's operations and the contract scope may be varied using the agreed rates of pay within this agreement.

5. Payment and invoicing

- (a) Subject to the service provider performing the services in accordance with the terms of this agreement, the principal shall pay the service provider in accordance with the rates of pay set out in the schedule in the manner and at the times provided for in this agreement.
- (b) Where the service provider is entitled to invoice the principal for all or part of the amount owed to the service provider, such invoices must be paid by the principal within 30 days of receipt of invoice. The principal reserves the right to question any invoice presented, require correction of any error and receive a refund of any overpayment, regardless of when the overpayment occurred.

6. Provision of labour and equipment of the service provider

Subject to this clause, the service provider must provide at its own cost and expense all labour with appropriate training and skills, resources and equipment necessary to perform the services in accordance with this agreement.

7. Compliance with directions

The service provider must comply with and must ensure that its employees at all times when providing the services comply with:

- (a) Any qualification and accreditation requirements as determined by the principal;
- (b) All reasonable instructions and directions of the principal or its employees;
- (c) All statutory provisions, regulations, orders and by-laws of any government, municipal or statutory authority which relate to the provision of the services;
- (d) Generally accepted standards of good and proper conduct and behaviour; and
- (e) The principal's policies in force from time to time, including its work health and safety policies and procedures.

8. Alterations to property

The service provider must not mark, paint, drill into or otherwise deface any property belonging to the principal or make any alterations to the structure, fittings, decorations or furnishings of any property belonging to the principal, without the prior approval of the principal or unless in the ordinary course of providing the services.

9. Work health and safety

The service provider must ensure that it and its employees comply with the requirements of all relevant work health and safety legislation or regulations in relation to the provision of the services.

10. Accidents and hazards

The service provider must not create or leave unattended any hazards, accidents and injuries. All hazards, accidents and injuries must be reported immediately to the principal. All potential hazards, accidents and injuries which the service provider has noticed, whether caused by the service provider or not, must be reported to the principal's representatives as soon as possible and no later than the next business day. Where the acts or omissions of the service provider cause loss, damage or injury to third parties the service provider must promptly deal with any third party claims.

11. Risk

The service provider must ensure that its employees and members of the general public are not exposed to risk to their health or safety arising from the provision of the services.

12. Key performance indicators

The service provider must ensure that it shall at all times comply with the key performance indicators set out in the schedule. Additional key performance indicators may be developed jointly by the parties following the entering into of this agreement. The service provider acknowledges and agrees that the key performance indicators shall be subject to monthly review by the principal and will provide a basis for assessing the performance of the service provider in the provision of the services.

13. Failure to achieve key performance indicators

- (a) In the event of the service provider failing to achieve the key performance indicators, the principal will have the option of .
- (b) In the event of the service provider consistently failing to achieve the key performance indicators, such failure shall be considered to be a fundamental breach of this agreement. A persistent failure shall mean the failure to achieve key performance indicators on more than three occasions during the contract term. Should this occur, the principal may at any time exercise the following rights:
 - (i) Withhold payments owed to the service provider until the services have been performed to the satisfaction of the principal;
 - (ii) Engage any other service provider to complete or correct the services and recover or deduct from any payments due to

the service provider or from the performance bond the costs of engaging any other contractor to complete or correct the services; and

- (iii) Terminate this agreement.

14. Reports

The service provider must provide to the principal monthly reports in a form advised by the principal from time to time including the content set out within the schedule. The content and frequency of the reports may be varied by the principal during the contract term.

15. Qualifications and accreditations

The service provider must have current those qualifications and accreditations set out in the schedule and comply with all requirements governing those qualifications and accreditation.

16. Confidentiality

The parties covenant on behalf of themselves and their financial, legal and other advisors that they will keep confidential and not divulge either directly or indirectly to any person any information relating to the business, processes, systems or affairs of the other party which is of a confidential nature or which is not otherwise in the public domain, including the terms of this agreement, save to the extent that the disclosure may be required by statute or may reasonably be required for the purpose of enabling the parties to fulfil their respective obligations under this agreement or as may otherwise be required by law. This clause shall have force after the termination or expiry of this agreement.

17. Damage to property

The service provider must report immediately to the principal any damage caused by the service provider or its employees to any property facilities and equipment whether owned by the principal or any third party. The service provider agrees that it must, at its own cost and expense, make good any damage resulting from the performance of the services or otherwise caused or contributed to, directly or indirectly, by the service provider or its employees. Any such repair shall be carried out by contractors acceptable to the principal without undue delay and in all cases subject to the terms and conditions of this agreement.

18. The service provider's warranties

The service provider warrants at all times during the contract term that:

- (a) It is a company duly incorporated in Australia and has the power and authority to enter into this agreement on the terms set out herein [delete if not applicable];
- (b) It has the expertise, resources and capacity to perform to the highest standard all of its obligations under this agreement;
- (c) Quality workmanship, materials and equipment will be used in the performance of the services;
- (d) It will have all permits, licences and authorisations required in relation to the provision of the services;
- (e) It will comply with all statutory provisions, regulations, orders and by-laws of any government, municipal or statutory authority which relate to the provision of the services;
- (f) This agreement constitutes a legally valid and binding obligation on the service provider, enforceable in accordance with its terms;
- (g) It has made all enquiries of the principal for the purpose of making an informed assessment of its ability to enter into and to perform all of the obligations of this agreement; and
- (h) It has exercised its own judgment in entering into this agreement and has not relied on any warranty or representation made by the principal, its officers, employees or agents, save as specifically set out in this agreement.

19. Release, discharge and indemnity

- (a) The service provider agrees that its occupation and use of the property in the course of providing the services is at its own risk and hereby releases and discharges the principal, its officers, employees and agents from all claims and demands of any kind whatsoever and from any liability including, without limitation, liability for negligence which may arise in respect of any accident, damage, destruction, debt or injury to the service provider, its employees, agents or permitted subcontractors or to any property of the service provider, its employees, agents or permitted sub-contractors which occurs in relation to the provision of the services, save where such liability arises from any wilful or negligent act or omission of the principal, its employees or agents.
- (b) The service provider must indemnify, and keep indemnified the principal, its officers, employees, volunteers and agents against all claims, actions, demands, proceedings, liabilities, damages, costs and expenses whatsoever and howsoever arising, paid, suffered or incurred by the principal, its officers, employees or agents, directly or

indirectly as a result of or in connection with the provision of the services.

20. Insurance

The service provider must obtain and maintain a current policy or policies of public liability insurance for an amount of \$20,000,000 or such other amount reasonably approved by the principal, which policies name and protect the principal and its respective officers, employees and agents against any expenses, claims, demands, suits, proceedings, causes of action or loss or damages arising out of any claim for injury, death, loss or damage suffered by any third party or by the principal by reason of or arising out of or incidental to the provision of the services or the obligations of the service provider under this agreement. The service provider must furnish to the principal satisfactory evidence of currency of the insurances seven days prior to the commencement date.

21. No assignment

This agreement is personal to the service provider and must not be assigned without the prior written consent of the principal. Such consent may be given or withheld at the principal's absolute discretion. Any assignment or purported assignment shall be void and of no effect.

22. Subcontracting

The service provider must not engage any subcontractors or subcontract any of its obligations under this agreement without the prior written consent of the principal, which consent may be granted or withheld at the discretion of the principal. Where approval is granted, the service provider remains wholly responsible for acts or omissions of the subcontractor.

23. Performance bond

- (a) The service provider must, on or before the commencement date, deliver to the principal a bank cheque, bank guarantee or other security satisfactory to the principal for an amount equal to the performance bond, payable to or in favour of the principal.
- (b) The performance bond must be held by the principal as security for any loss or damage which the principal may suffer by reason of any default by the service provider in performing or observing its obligations under this agreement. In the event of default by the service provider in performing its obligations hereunder, the principal shall be entitled to call upon the proceeds of the performance bond and to appropriate the amount thereof, or so much as may be required towards the loss or damage accruing to or suffered by the principal as a result of such default or termination.

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- (c) Should the principal exercise its entitlement, then so long as the principal has not terminated this agreement the service provider must forthwith deliver to the principal an additional performance bond for an amount equal to the amount appropriated hereunder.
 - (d) Upon the latter of one month from the expiration or termination of this agreement or the date upon which there is no further money due to the principal by the service provider, the performance bond must be released to the service provider and the principal agrees to do all things reasonably necessary to procure such a release. Should the performance bond be invested, then upon release to the service provider any interest earned will be divided equally between the parties.

24. Termination

- (a) This agreement may be terminated by either party in the event of the other party breaching a term of this agreement and failing to remedy the breach within 14 days after having received notice in writing of the breach.
- (b) Either party may terminate this agreement by written notice to the other party if the other party becomes subject to insolvency proceedings or events.
- (c) The principal may terminate this agreement upon written notice to the service provider if the service provider commits a fundamental breach of this agreement within the meaning of this agreement.
- (d) If such termination is disputed, it shall be dealt with in accordance with the dispute resolution provisions of this agreement.

25. Dispute resolution

- (a) If a dispute arises, before any proceeding is commenced the party claiming that a dispute has arisen must give 14 days notice to the other party setting out the dispute and seeking discussion and compromise to resolve the dispute.
- (b) If after 14 days the dispute is not resolved then it must be referred to mediation on the same terms as those ordered by the Supreme Court of New South Wales and the costs of the mediation shall be borne by the parties equally.
- (c) Notwithstanding the preceding provisions of this clause, the service provider must continue to provide the services and perform its obligations under this agreement pending resolution of the dispute.
- (d) Nothing in this clause will prevent either party from seeking urgent interlocutory relief.

26. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (d) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

27. Relationship of the parties

The parties acknowledge that this agreement is intended as a contract of service and not any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership.

28. Counterparts

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.

29. Costs

Each party will pay their own costs in relation to this agreement.

SCHEDULE

Rates of pay

- \$
- \$

Reports

Monthly Report

In conjunction with the monthly invoice, the service provider shall provide the principal with a monthly report for the period of the invoice. The report will specifically report on the following:

- summary of all services provided during the period;
- actual hours of attendance of staff during the period;
- summary of all incidents, accidents, injuries and hazards that occurred during the period; and
- compliance with the agreed KPIs.

Key performance indicators (KPIs)

Key areas of performance	Principal's standard

Term of contract

- Commencement date:
- Duration: - Week by week
- Until

General description of duties

-
-
-

Key service responsibilities

-
-
-

Staffing and training

-
-

Compliance and qualifications

-
-

Equipment requirements

-
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Execution page

SIGNED AS AN AGREEMENT

EXECUTED BY RUDRA LEGAL)
CORPORATION PTY LTD ACN 163)
240 319 TRADING AS LAWBANK	
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Director	Director
Name: Director	Name: Director

EXECUTED BY COMPANY ACN)
)
.....
Director	Director
Name: Director name	Name: Director name