

DATED

2010

[INSERT NAME OF CUSTOMER]
(Customer)

**CAVALLINO HOLDINGS PTY LIMITED
ACN 136 816 656
ATF THE DAYTONA DISCRETIONARY TRUST
T/A INSIGHT ACUMEN
(Consultant)**

CONSULTANCY SERVICES AGREEMENT



reid commercial law

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THIS DEED dated

2010

PARTIES

[INSERT NAME OF CUSTOMER] PTY LIMITED ACN
(Customer)

of **[INSERT ADDRESS]**

CAVALLINO HOLDINGS PTY LIMITED ACN 136 816 656 ATF THE DAYTONA DISCRETIONARY TRUST T/A INSIGHT ACUMEN of PO Box 100, EVERTON PARK QLD 4053 (Consultant)

INTRODUCTION

- A. The Customer wishes to engage the Consultant to provide certain services to the Customer.
- B. The Consultant has agreed to provide services to the Customer on the terms and conditions in this Agreement.

OPERATIVE PARTS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

Additional Fees means fees or charges in accordance with the Consultant's standard rates in effect from time to time.

Agreement means this Consultancy Services Agreement, including any annexure, schedule or Project Order, as amended from time to time.

Business Day means a day on which banks are open for business in the State in which the Site is located.

Claim means any action, suit, cause of action, arbitration, debt, cost, loss, demand, verdict or judgment arising at law or in equity or under statute.

Client means a client or customer of a Party at any time within the 12-month period prior to the Termination Date.

Commencement Date means the date from which this Agreement takes effect, as specified in Schedule 1 or otherwise agreed by the Parties in writing.

Confidential Information means:

- (a) all software, information and documents (whether in written or electronic form or orally), research processes, correspondence, third party confidential information (including of suppliers or Clients) which belongs to or relates to the business of a Party;

- (b) commercial, financial, legal and technical and other advice, correspondence, material, memoranda, opinions, know-how and information made available at any time (whether in written or electronic form or orally) by any Party including information relating to technology, processes, products, specifications, inventions or designs used or developed by a Party as well as trade secrets, know-how and information of a commercially sensitive nature;
- (c) notes, summaries, compilations, conclusions, calculations, computer records (including data, copies, models, reproductions and recordings) or other material in whatever form made or derived in whole or in part by a Party from, or from inspection or evaluation of, any information of the type referred to in paragraphs (a) and (b);
- (d) the potential and actual clients, client contacts and client lists of a Party (**Client Lists**);
- (e) all information as to the number, nature and mix of the clients referred to in the Client Lists and the relationship of a Party to those clients;
- (f) all information relating to the number, nature or mix of products or services supplied by a Party to a client;
- (g) all information relating to the persons who have been approached or canvassed by a Party as potential clients, including their names, addresses, requirements and preferences concerning the products or services produced or which may reasonably be provided by or through a Party;
- (h) the nature, existence and contents of any meetings, discussions, negotiations or agreements between the Parties and their respective advisers in relation to the Services or this Agreement;
- (i) the fact of or reasons for any termination of discussions or negotiations between the Parties and their respective advisers in relation to the Services or this Agreement; and
- (i) the contents of this Agreement.

Consultant's Materials means the documentation, data, software, programs and other materials (whether in written or electronic form) associated with or created by the Consultant or the Consultant's Personnel during the course of providing the Services.

Consultant's Personnel means all persons engaged by the Contractor (including the Key Personnel and any subcontractors) with the Customer's consent to provide any of the Services.

Development Stages means the interim and final stages of completion of the Services and any time limits for each of those stages, as identified in Schedule 3.

Documentation means printed material (whether in electronic or printed form) related to or to be prepared by the Consultant as part of the Services.

Existing Material means all source code, data, specifications, programs, information, documentation or other materials (whether in electronic or printed form) owned by or in the possession of, or connected with any software owned, controlled by or licensed to, a Party as at the Commencement Date.

Intellectual Property means all patents, trademarks, copyrights, registered designs, trade secrets, confidential information and other intellectual property at any time held by, or registered in the name of, a person at any time or which that person has the benefit of, has an interest in or is entitled to use.

Key Personnel means the person(s) who must provide the Services on behalf of the Consultant, as named in Schedule 1 or otherwise approved by the Customer from time to time.

No Fault Event means a circumstance beyond the reasonable control of a Party which results in a Party being unable to observe or perform on time an obligation under this Agreement, including without limitation forces of nature and action or inaction by a third party.

Party means a party to this Agreement.

Project Order means a document setting out particulars of the further Services (if any) which the Consultant, at the request of the Customer, agrees to provide in addition to the Services specified in this Agreement.

Restraint Period means the 12 month period from the Termination Date.

Services means the development and installation of Software and related services provided by the Consultant under this Agreement, as specified in Schedule 1, a Project Order or otherwise agreed by the Parties in writing from time to time.

Service Fees means the amounts payable by the Customer to the Consultant for the Services, as calculated in accordance with Schedule 3 or otherwise agreed between the Parties in writing from time to time.

Site means the location at which the Services are to be provided, as specified in Schedule 1 or any Project Order.

Software means any computer program (including each component and any enhancement to or modification of the program) developed by the Consultant in the provision of the Services.

Software Materials means the Source Code and all data, specifications, programs, information, documentation and other materials connected with the Software or prepared under this Agreement.

Source Code means the source code of any Software.

Specifications means the specifications for the development and installation of Software or any other Services to be provided by the Consultant under this Agreement (including timeframes, methodology, development tools, systems analysis, implementation, training,

support, maintenance, etc as are relevant to a particular project), as identified in Schedule 2, any subsequent Project Order or otherwise agreed by the Parties in writing from time to time.

Term means the period of this Agreement from the Commencement Date and includes any extension or renewal of this Agreement as specified in Schedule 1 or as agreed by the Parties in writing from time to time.

Termination Date means the date on which the Term ends or this Agreement is terminated for any reason.

1.2 Interpretation

- (a) Clause headings and schedules are for ease of reference only and are not intended to affect interpretation of the relevant provision.
- (b) References to statutory provisions shall be construed as references to those provisions as amended or re-enacted (whether before or after the Commencement Date) from time to time.
- (c) The invalidity, illegality or unenforceability of any one or more of the provisions (or parts of provisions) of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Agreement which shall continue in full force and effect.
- (d) Unless the contrary intention appears:
 - (i) a reference to this document or any other document includes any variation or replacement of it;
 - (ii) 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;
 - (iii) the singular includes the plural and vice versa;
 - (iv) a reference to a person includes a reference to the person's executors, administrators, successors, transferees, substitutes (including persons taking by novation) and permitted assigns;
 - (v) an agreement, representation or warranty on the part of or in favour of two or more persons binds, or is for the benefit of, them jointly and severally;
 - (vi) if a period of time is specified and commences from a given day or the day of an act or event, it is to be calculated exclusive of that day;
 - (vii) a reference to time shall mean Eastern Standard Time in Australia;
 - (viii) a reference to a "month" means a calendar month;

- (ix) a reference to a calculation includes all forms of evidence in support of it;
- (x) a term or definition incorporated by reference into this Agreement remains in force notwithstanding that the document from which it was incorporated may at any time be no longer in force.

2. APPOINTMENT OF CONSULTANT

2.1 Appointment

The Customer appoints the Consultant to provide the Services, and the Consultant accepts the appointment, for the Term and otherwise on the terms and conditions set out in this Agreement.

2.2 No exclusivity

The appointment of the Consultant under this Agreement is not exclusive and the Customer expressly reserves the right (subject to this Agreement) to appoint any other person to provide services of the kind provided by the Consultant.

3. CONSULTANT'S GENERAL OBLIGATIONS

3.1 Manner of performance

The Consultant must provide the Services in a professional manner and will ensure that the Consultant's Personnel have the necessary skills and experience required to provide the Services.

3.2 Lawful directions

The Consultant shall comply with all reasonable directions given by the Customer from time to time as to:

- (a) the Consultant's use of or access to the Site or the Customer's facilities or services; and
- (b) the provision of the Services,

provided that nothing in this clause shall affect the Consultant's right to exercise its own judgement and to utilise its skills as it considers most appropriate in the provision of the Services.

3.3 Additional responsibilities

In addition to the specific obligations identified in this Agreement or a Project Order, the Consultant will have the following responsibilities (to the extent that they are applicable to any particular project):

- 0
- (a) general advice in connection with the development, installation and use of any

Software;

- (b) participation in the preparation of any Documentation;
- (c) training and instruction of the Customer's staff in the use of the Software;
- (d) administrative tasks (including the provision of reports) as reasonably required by the Customer.

4. SPECIFICATIONS

4.1 Compliance with Specifications

Subject to clause 4.2, the Consultant shall provide the Services in accordance with the Specifications.

4.2 Non-compliance

If the Consultant becomes aware at any time during the course of providing the Services that the Consultant is not or will not be able to substantially comply with an aspect of the Specifications:

- (a) that is material to or an essential part of the Services which the Consultant was engaged to provide;
- (b) due to a No Fault Event or some other circumstance that was not reasonably foreseeable at the time the Parties entered into this Agreement or a Project Order;

then:

- (c) the Consultant shall notify the Customer as soon as reasonably practicable;
- (d) the Parties shall use their best endeavours to determine whether there is any alternative means of achieving the desired outcome that is reasonably acceptable to both Parties;
- (e) if the Parties are unable to reach agreement in accordance with paragraph (d) within 30 days, either Party may terminate this Agreement by notice in writing to the other; and
- (f) termination of this Agreement under this clause 4.2 shall not affect the Parties' obligations to comply with their respective obligations in relation to Services provided, or required to have been provided, up to the Termination Date.

5. DEVELOPMENT STAGES

5.1 Consultant's obligations

The Consultant shall use reasonable endeavours to adhere to the Development Stages.

5.2 Customer's obligations

Subject to clause 5.3, any delay by the Consultant in completing any Development Stage within the specified time will not discharge any obligation of the Customer to pay the Service Fees for Services provided.

5.3 Delays

The Parties acknowledge and agree that:

- (a) it may be impractical for the Consultant to strictly adhere to the Development Stages and that the Customer may not be necessarily or significantly prejudiced by the Consultant's failure or inability to comply strictly with each Development Stage;
- (b) subject to paragraph (c), if the Consultant fails to complete a Development Stage within 30 days after the due date, the Customer may withhold any interim payment due to the Consultant in respect of that Development Stage until it has been completed and this shall constitute the Customer's sole remedy in relation to the delay;
- (c) the Customer shall have no remedy against the Consultant in relation to delays in completion or failure to complete a Development Stage where such delay is caused or contributed to by:
 - (i) any act or omission or breach of this Agreement by the Customer; or
 - (ii) a No Fault Event.

6. SERVICE FEES AND EXPENSES

6.1 Service Fees

Subject to clause 6.2 and except as otherwise agreed by the Parties in writing, the Service Fees represent the total amounts payable by the Customer for the Services, including the cost to the Consultant of all labour, materials, electricity, equipment, licensing fees and instruments used in providing the Services.

6.2 Expenses

The Consultant must pay the costs of all expenses incurred in providing the Services except such expenses as the Customer agrees in writing to reimburse as:

- (a) identified in Schedule 3 or a Project Order; or
- (b) otherwise agreed by the Customer in advance.

6.3 Payment

The Customer must pay:

- (a) the Service Fees in the manner specified in Schedule 3;
- (b) any expenses which the Customer has agreed to pay under clause 6.2, within 14 days after the Consultant submits a written request for payment together with such receipts or other evidence of the expenses incurred as reasonably required by the Customer.

6.4 Additional Charges

If:

- (a) the Consultant is required to perform the Services in circumstances other than those expressly provided or reasonably anticipated in this Agreement, a Project Order or an agreement of a similar nature; or
- (b) there is a change in the timing or complexity of the Services,

and such circumstances are not the result of a breach of this Agreement by the Consultant, then the Consultant shall be entitled to charge Additional Fees to the Customer to which the provisions of clause 6.3 shall apply.

7. KEY PERSONNEL

7.1 Provision of Services

The Services are to be provided solely by the Key Personnel unless otherwise specified in a Project Order or agreed by the Parties in writing.

7.2 Replacement personnel

If any of the Key Personnel become unavailable, a replacement person or persons must be appointed by the Consultant, subject to the approval of the Customer, within 7 days.

8. SUBCONTRACTORS

8.1 No subcontracting without consent

The Consultant must not subcontract another person to perform any part of the Services or discharge any of its obligations under this Agreement without the prior written consent of the Customer (which consent shall not be unreasonably withheld).

8.2 Consultant's obligations and liabilities

If the Customer consents to the Consultant engaging a subcontractor under clause 8.1, the Consultant:

- (a) will not be relieved of any of its obligations under this Agreement; and

- (b) must ensure that each subcontractor is aware of the terms of this Agreement in so far as they are relevant to the subcontractor's part in performing this Agreement.

9. ACCESS TO SITE AND RESOURCES

9.1 Access

The Customer must ensure that the Consultant's Personnel have full and safe access to the Site and to such facilities, services and resources as are reasonably required to enable the Consultant to comply with its obligations under this Agreement.

9.2 Use and security of resources

The Consultant must use its best endeavours to ensure that all of the facilities and materials to which the Consultant's Personnel have access during the course of the provision of the Services will be:

- (a) protected from unauthorised access or use by a third party and from misuse, damage or destruction;
- (b) returned to the Customer in good order and condition at the termination of this Agreement.

10. TITLE AND USE

10.1 Ownership of Intellectual Property

The Customer acknowledges and agrees that, unless and to the extent stipulated to the contrary in Schedule 1 or a Project Order:

- (a) the Consultant remains the sole owner of the Software and the Software Materials and, subject to clause 10.4, all Intellectual Property associated with them; and
- (b) the Service Fees have been calculated on the basis that the Customer is not providing and has not provided any consideration for the transfer or assignment of the Intellectual Property in the Software or the Software Materials.

10.2 Grant of licence

If and for so long as the Customer complies with its obligations under this Agreement, the Consultant shall grant to the Customer a non-exclusive and non-transferable licence to use the Software for its designated purpose.

10.3 Use and modification

- (a) Subject to paragraph (b), the Customer must not copy, alter, modify or reproduce any Software without the Consultant's prior written consent except as authorised by this Agreement.

- (b) Except and to the extent that it is specified in Schedule 1 or a Project Order that ownership of the Intellectual Property is to vest in the Customer, all Intellectual Property in any modification to the Software carried out by or on behalf of the Customer (whether or not authorised by the Consultant) shall vest in the Customer(?)

10.4 No rights in Existing Material

Irrespective of whether title in the Software shall vest in the Consultant or the Customer, each Party acknowledges and agrees that:

- (a) such vesting of title will not affect the Intellectual Property rights held by either Party in any of the Existing Material which is incorporated into the Software; and
- (b) each Party shall grant to the other a non-exclusive and non-transferable licence to use, reproduce and adapt its Existing Material subject always to the provisions of this Agreement.

11. CONFIDENTIALITY

11.1 Personnel

In this clause, an obligation of a Party includes an obligation to take all steps necessary to ensure that, where appropriate, that Party's officers, employees, contractors, advisers and agents (**Personnel**) comply with the obligation of the Party.

11.2 No disclosure

A Party (the **Relevant Party**) shall not, without the prior written approval of the other Party, disclose the other Party's Confidential Information and, without limitation, the Relevant Party must at all times:

- (a) maintain the strict confidentiality of the other Party's Confidential Information;
- (b) only disclose to its Personnel such parts of the other Party's Confidential Information as is necessary to comply with its obligations under this Agreement;
- (c) not make copies of the other Party's Confidential Information except to the extent necessary to comply with its obligations under this Agreement;
- (d) immediately notify the other Party if it becomes aware of any unauthorised use, disclosure, access, possession or knowledge of the other Party's Confidential Information.

11.3 Permitted disclosures

A Party (**Disclosing Party**) will not be in breach of clause 11.2 if it discloses such of the other Party's Confidential Information as:

- (a) it is legally compelled to disclose;
- (b) was in the public domain at the time of the disclosure or becomes part of the public domain after the time of the disclosure (except if it becomes part of the public domain as a result of disclosure by the Disclosing Party in breach of this Agreement);
- (c) was in the possession of the Disclosing Party at the time of disclosure and was not acquired, directly or indirectly, from the other party;
- (d) was developed independently of the Services without reliance in any way on the other party or the Confidential Information;
- (e) is disclosed to its related companies or advisers.

11.4 Confidentiality agreement

Each Party must, if requested by the other Party, enter into or arrange for such of its Personnel to enter into a suitable confidentiality agreement with respect to the other Party's Confidential Information.

12. INSURANCE

12.1 Obligation to effect insurance

The Consultant must have adequate insurance against liability, loss or damage in relation to claims for:

- (a) property damage;
- (b) public liability; and
- (c) professional indemnity,

relevant to the performance of the Consultant's obligations under this Agreement.

12.2 Evidence of insurance

The Consultant must, on demand, produce evidence to the satisfaction of the Customer of the insurances taken out under clause 12.1.

13. IMPLIED TERMS

13.1 Exclusion of terms

Subject to clause 13.2 and to extent permitted by law, any condition or warranty which would otherwise be implied in this Agreement is expressly excluded.

13.2 Limitation of liability

Where legislation implies in this Agreement any condition or warranty and that legislation prohibits provisions in a contract excluding or modifying the application or exercise of or liability under such condition or warranty, the liability of the Consultant under that condition or warranty is limited, at the option of the Consultant, to one or more of the following:

- (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

14. LIABILITY AND INDEMNITY

14.1 Liability of Consultant

To the extent permitted by law, the Consultant is not liable to the Customer for any loss, damage or injury which may be suffered or incurred as a result of or in connection with the provision of the Services under this Agreement except to the extent to which such loss, damage or injury was caused by the wilful, unlawful or negligent act or omission of the Consultant or the Consultant's Personnel.

14.2 Representations

The Customer:

- (a) warrants that it has not relied on any representation made by the Consultant which is not expressly stated in this Agreement or upon any description, illustration or specification contained in any document (including catalogues and publicity material) produced by the Consultant; and
- (b) acknowledges that, to the extent that the Consultant has made any representation which is not expressly stated in this Agreement, the Customer has had an opportunity to independently verify the accuracy of the representation.

14.3 Indemnity by Customer

The Customer shall at all times indemnify and hold harmless the Consultant and the

Consultant's Personnel from and against any Claim which arises from or in connection with:

- (a) a breach by the Customer of its obligations under this Agreement; or
- (b) any wilful, unlawful or negligent act or omission of the Customer or the Customer's officers, employees or agents.

15. NO FAULT EVENTS

15.1 No liability

Neither Party will be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to a No Fault Event.

15.2 Consequences

If a Party's delay or failure to perform its obligations under this Agreement is due to a No Fault Event:

- (a) that Party's obligations shall be suspended; and
- (b) if the Default exceeds 60 days, either Party may terminate this Agreement by written notice to the other.

16. TERMINATION

16.1 Termination for breach

Without prejudice to any other rights a Party may have under this Agreement or at law, either Party may terminate this Agreement immediately by notice in writing if the other Party (**Defaulting Party**) is in breach of a term of this Agreement and:

- (a) if capable of remedy, such breach is not remedied within 21 days after the non-defaulting Party serves written notice requiring the Defaulting Party to rectify the breach; or
- (b) if not capable of remedy, the Defaulting Party fails to pay such compensation for the loss reasonably incurred by the non-defaulting party within 21 days after written request for payment.

16.2 Immediate termination

Either Party may terminate this Agreement immediately by written notice to the other Party if that other Party:

- (a) becomes or threatens to become or is at risk of becoming subject to any form of insolvency administration;
- (b) being a natural person, dies;

- (c) commits a serious or persistent breach of this Agreement.

16.3 Consequences of termination

If this Agreement is terminated for any reason, each Party:

- (a) must immediately return all of the Existing Materials and any other documents or material of the other Party in its possession or control;
- (b) the Customer must pay the Services Fees and any expenses payable in relation to Services performed up to the Termination;
- (c) shall be regarded as discharged from any further obligations under this Agreement.

17. RESTRAINT

17.1 Terms of restraint

Neither Party may during the Restraint Period:

- (a) solicit for employment any person who is employed or contracted by the other Party;
or
- (b) provide services for, contract with, or solicit for the custom of, any person who is or was at the Commencement Date, a Client of the other Party.

17.2 Notification

A Party (**Notifying Party**) must promptly advise the other Party if a person who is employed or contracted by the other Party seeks to:

- (a) be employed or contracted by the Notifying Party; or
- (b) provide services for, contract with, or solicit for the custom of, any person who is or was at the Commencement Date a customer of the Notifying Party.

18. DISPUTES

18.1 Negotiation and mediation

If a dispute arises between the Parties in connection with this Agreement, the Parties shall:

- (a) refer the dispute to their respective representatives;
- (b) if the Parties' representatives are not able to resolve the dispute within 5 Business Days (or such longer period agreed by the Parties), the dispute shall be referred to a mediator appointed by the Parties or, if the Parties are unable to reach agreement, by the President for the time being of the relevant Law Society.

18.2 Referral to arbitration

If, within 14 days after a mediator is appointed under clause 18.1, the dispute between the Parties has not been settled, the dispute shall be referred to arbitration in accordance with the Rules for the Conduct of Commercial Arbitration for the time being of the Institute of Arbitrators Australia.

19. GENERAL PROVISIONS

19.1 Notices

All notices, requests, demands, consents, approvals, agreements or other communications to or by a Party to this Agreement:

- (a) must be in writing addressed to the address of the recipient shown in this Agreement or to such other addresses as may be notified to the sender from time to time;
- (b) will be deemed to be duly given or made (in the case of delivery in person or by post, facsimile transmission or email) when delivered to the recipient at the address referred to in paragraph (a) but if such delivery or receipt is later than 4.00 pm (according to the local time of the recipient) on a business day in the place to which such communication is sent, it shall be deemed to have been duly given or made on the next business day in that place.
- (c) No failure, delay, relaxation or indulgence on the part of any Parties in exercising any power or right conferred upon such Party in terms of this Agreement shall operate as a waiver of such power or right, nor shall any single exercise of any such power or right preclude any other or future exercise thereof or the exercise of any other power or right under this Agreement.

19.2 Assignment

No Party may assign its burdens or benefits under this Agreement without the prior written consent of the other Party.

19.3 Severance

Wherever possible, each provision of this Agreement must be interpreted in such manner so as to be effective and valid under the governing law of this Agreement. If there is any provision of this Agreement, or the application of such provision to any Party, which is prohibited by or invalid under the governing law of this Agreement, such provision will be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provisions to other Parties or circumstances.

19.4 Variation

The provisions of this Agreement may not be varied except by agreement in writing signed by the Parties.

19.5 Governing law and jurisdiction

This Agreement is governed by and to be interpreted in accordance with the laws of the State in which the Site is located and the Parties submit to the jurisdiction of the Courts of that State.

19.6 Entire agreement

This Agreement constitutes the entire Agreement between the Parties in respect of its subject matter and no covenant, condition, agreement or arrangement, understanding, warranty, promise or inducement of or for or on behalf of any Party to any other not expressed in this Agreement shall affect, change, restrict or modify the operation of this Agreement or bind any of the Parties as it is the intention of the Parties that this Agreement supersedes all previous discussions, correspondence and writings between the Parties or any of them and between their legal and other advisers.

19.7 No waiver

No variation, modification or waiver of any provision of this Agreement shall be of any force and effect unless confirmed in writing signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

Schedule 1
PROJECT DETAILS

Commencement Date: 2010

Term:

Extended term:

Key Personnel: Robert Brownie

Subcontractors:

Site:

Services:

Ownership of Intellectual Property:

Schedule 2

SPECIFICATIONS AND DEVELOPMENT STAGES

Schedule 3

SERVICE FEES AND EXPENSES

Service Fees

Payment terms

Invoices to be issued monthly / on completion of each Development Stage [*delete whichever inapplicable*].

Payment within 14 days.

Interest charged on late payments (calculated daily): 8% p.a.

Expenses to be reimbursed by Customer:

EXECUTED as an Agreement.

EXECUTED for and on behalf of)
[INSERT NAME OF CUSTOMER] PTY)
LIMITED ACN by authority of)
the Directors:)

.....
Signature of Director

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Signature of Director/Secretary

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Name of Director

.....
Name of Director/Secretary

EXECUTED for and on behalf of)
CAVALLINO HOLDINGS PTY)
LIMITED ACN 136 816 656 ATF THE)
DAYTONA DISCRETIONARY TRUST)
T/A INSIGHT ACUMEN by authority of)
the Directors:)

.....
Signature of Sole Director/Secretary

.....
Print name