

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made

BETWEEN: **PETER STROHKORB SALES ADVISORY, ABN 63984734383**
(the "Consultant") of 87 Cambourne Ave, St Ives, NSW 2075, Australia

AND: the Client

In consideration of the mutual covenants set forth herein and intending to be legally bound, the Client and the Consultant agree as follows:

1. ADVISORY AND CONSULTING SERVICES

The Client and the Consultant agree to engage in an independent contractor relationship in which the Consultant will deliver professional consulting, advisory and related services to the Client pursuant to this Agreement and pursuant to any future Engagement Agreement(s) which the parties may enter into from time to time.

2. TERMS OF AGREEMENT

2.1. DEFINITIONS

Unless otherwise defined herein, in this Agreement and in the Schedules attached hereto, the following terms and expressions have the following meanings:

"Agreement" means the terms and conditions outlined in this document which bind the parties to specified rights and obligations.

"Engagement" means any arrangement where fees are to be paid by the Client in consideration of the delivery of a service by the Consultant.

"Engagement Agreement" means a separate document formally defining set of specific rights and obligations between the Client and the Consultant whereby the Client is responsible for the payment of fees and the Consultant is responsible for the delivery of consulting and related services to the Client.

2.3. GOVERNING LAW

This Agreement shall be governed by the laws of the state of NSW, and the Courts of Sydney shall have jurisdiction in reference to any matters herein.

3. PROVISION OF CONSULTING SERVICES TO THE CLIENT

Client may make requests of the Consultant to deliver consulting and related services in consideration for the payment of fees by the Client. The Consultant warrants that it will use reasonable efforts to provide the services.

4. PLACE WHERE SERVICES WILL BE RENDERED

The Consultant will perform services in accordance with this contract mostly online or at a location of the Consultant's discretion. In addition, the Consultant will perform services online or on the telephone and at such other places as necessary to perform these services in accordance with this agreement.

5. PAYMENT TO CONSULTANT

The Consultant will submit an itemised invoice to the Client and as agreed from time to time in accordance with this agreement. The Client agrees to pay the amounts as they fall due as indicated on the invoice in consideration of consulting and other services delivered by the Consultant.

5. INDEPENDENT CONTRACTOR

Both the Client and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this agreement.

6. CONFIDENTIALITY AND PROTECTION OF COMMERCIAL MATERIAL

The Consultant and the Client both agree that any information which concerns the personal, financial or other affairs of the other, and which is received during any activities in accordance with this agreement, will be treated by each in full confidence and will not be revealed to any other persons, firms or organisations.

Each Party shall use at least the same degree of care in safeguarding the disclosed information as it uses in safeguarding its own information of a similar nature, subject to a minimum standard of reasonable diligence and protection.

The Parties' obligations of non-disclosure under this Agreement shall not apply to information which the receiving party can demonstrate:

- a) is or becomes a matter of public knowledge through no fault of the receiving party;
- b) information which was rightfully known to the receiving party on a non-confidential basis prior to its disclosure hereunder;
- c) was or becomes available to the receiving party on a non-confidential basis from a third party, provided that such third party is not, to the receiving party's knowledge, bound by an obligation of confidentiality to the disclosing party with respect to such information;
- d) was independently developed by the receiving party without reference to confidential information; or
- e) is required to be disclosed by applicable law, statute, rule, court order, discovery request, subpoena or similar demand, provided that the party whose information is subject to disclosure is promptly notified by the other party in order to provide the former party an opportunity to seek a protective order.

7. LIMITATIONS ON LIABILITY

7.1. The Client accepts sole responsibility for all business and personal outcomes resulting from decisions made in applying any of the information or concepts shown, advice given, guidance provided, content posted, or any of the tools provided in the course of services provided by the Consultant.

7.2. Except as otherwise set forth in this Agreement, in no event will the Consultant be liable for any loss of profits, or any indirect, special, consequential or punitive damages as a result of any breach of the Agreement, or with respect to any matter arising under or relating to the Agreement, whether the claim is in contract, tort (including negligence) or otherwise.

7.3. In no event shall the total cumulative liability of the Consultant to the Client, for any claims arising out of or relating to this Agreement, exceed the fees paid or to be paid to the Consultant for the engagement.

8. DISPUTES, BREACHES AND MEDIATION

8.1. In the event of a dispute or asserted breach under this Agreement, the Parties agree to enter into a period of mediation, which shall include face to face meetings between a Director of the Consultant and the Client with the aim of collaborating to remedy the dispute or breach.

8.2. Prior to such mediation, written notice itemising the details of the dispute or asserted breach, together with a range of options for resolving the breach or dispute which would be acceptable to the aggrieved Party, shall be provided by the aggrieved Party to the other Party.

8.2. If the Parties agree, a third party may be asked to mediate the dispute.

8.3. Should the dispute or breach remain unresolved after a period of one month from the date of notice of the dispute or breach, despite mediation in good faith, the Consultant reserves the right, at its absolute discretion, to terminate the Agreement with the Client and to cease provision of services to the Client.

8.4. In the event that multiple Engagements are underway concurrently between the Parties, the clauses in this Agreement relating to Disputes and Breaches will come into effect only for those Engagements where there exists a dispute or breach, and will not affect the terms, including payment terms, of other Engagements in progress between the Parties where there is no dispute or breach.

9. TERM & TERMINATION

9.1. This Agreement takes effect on the Date of Agreement Commencement set out below and continues until terminated in accordance with the provisions under this Agreement.

9.2. Neither Party may unilaterally terminate this Agreement while an Engagement is active, except where the cause for termination is outside the control of the Parties (such as incapacitating illness or death) in which case written notice of termination may be given by either Party forthwith.

9.3. When no Engagement is active, either Party may terminate this Agreement by providing one (1) month of advance notice to the other Party in writing.

6.5. Upon giving notice of termination, any monies which were or are due and payable by the Client will remain payable pursuant to the terms of this Agreement.

6.6. Following termination, all confidentiality provisions of this Agreement will remain in full force for at least 12 months following termination, or longer as required under separate confidentiality or non-disclosure agreements in place with third parties.

10. EMPLOYMENT OF OTHERS

The Client may from time to time request that the Consultant arrange for the services of others. All costs to the Consultant for those services will be paid by the Client.

11. FORMAL ENDORSEMENT BY THE PARTIES

The Parties certify that they have read, understood, and agree to be bound by all terms and conditions of this Agreement and that they are authorised to endorse this Agreement either personally, or on behalf of the company which they represent:

12. DATE OF AGREEMENT COMMENCEMENT:

As per the agreed date.