


## Consultancy Agreement


CLIENT FORM											
<b>Client</b>	<p><b>Name:</b> SUSTAINABLE DEVELOPMENT FOR VULNERABLE ...</p> <p><b>Business Number:</b> 2858</p> <p><b>Address:</b> House -77, Word -67, PO: Sarulia, PS: Demra, Dist: Dhaka, Country: ... Bangladesh</p> <p><b>Contact Email:</b> info@sdvpbd.com</p>										
<b>Consultant</b>	<p><b>Name:</b> 180 DEGREES CONSULTING LIMITED (ABN 42 155 496 987)</p> <p><b>Address:</b> Business Switch Pty Ltd, Governor Phillip Tower, Suite 10, level 23, 1 Farrer Place, Sydney NSW 2000</p> <p><b>Contact Email:</b> t.jindal@180dc.org</p>										
<b>Start Date</b>	The date this Client Form is signed by the Client.										
<b>End Date</b>	The date that this Agreement is terminated in accordance with Clause 18 of this Agreement.										
<b>Project Period</b>	01-20-2025 to 03-31-2025										
<b>Services</b>	The Consultant will provide the Client with a scope of work prior to signing this agreement.										
<b>Fees</b>	<p><b>Fixed Fee:</b> N/A</p> <p><b>Commission</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 20%;"><b>Commission Percentage</b></td> <td>35% of the FUNDS derived from each Project the Consultant works on.</td> </tr> <tr> <td><b>Due Date</b></td> <td>To be confirmed by invoice</td> </tr> <tr> <td><b>Commission Period</b></td> <td>3 year(s) from the date the Project was completed by the Consultant.</td> </tr> <tr> <td><b>Reporting Period</b></td> <td>MONTHLY</td> </tr> <tr> <td><b>Definitions</b></td> <td>           For the purposes of this agreement, the below terms are defined as follows:           <ul style="list-style-type: none"> <li>"FUNDS " is an increase in the Measurement after the Consultant provided all the agreed Services to the Client as set out in the Client Form.</li> <li>"<b>Measurement</b>" means the total amount of funds raised by the client post 180DC completes the project until 3 years.</li> <li>"<b>Project</b>" means the agreed Services the Consultant will provide to the Client during the Project Period.</li> </ul> </td> </tr> </tbody> </table>	<b>Commission Percentage</b>	35% of the FUNDS derived from each Project the Consultant works on.	<b>Due Date</b>	To be confirmed by invoice	<b>Commission Period</b>	3 year(s) from the date the Project was completed by the Consultant.	<b>Reporting Period</b>	MONTHLY	<b>Definitions</b>	For the purposes of this agreement, the below terms are defined as follows: <ul style="list-style-type: none"> <li>"FUNDS " is an increase in the Measurement after the Consultant provided all the agreed Services to the Client as set out in the Client Form.</li> <li>"<b>Measurement</b>" means the total amount of funds raised by the client post 180DC completes the project until 3 years.</li> <li>"<b>Project</b>" means the agreed Services the Consultant will provide to the Client during the Project Period.</li> </ul>
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CLIENT FORM	
<b>Fee Payment Method</b>	To be confirmed by invoice
<b>Special Conditions</b>	Refer to <b>“Special Conditions”</b> (attached as Annexure B).

This term of this Client Form and the Client Terms will commence on the Start Date and continue for the Project Period plus any additional period agreed by the Client and the Consultant in writing. By signing the attached client terms, the Client and the Consultant agree to the terms and conditions of this Client Form and the Client Terms attached.

**Executed** as an agreement on 01-08-2025 (insert date the final party signs this Client Form)

Signed for and on behalf of <b>180 DEGREES CONSULTING LIMITED</b> by a duly authorised person:	
	CHRIS GARNER ( <i>Global CEO</i> )
Signature of authorised person	Full name of authorised person
01-08-2025	
Date	

Signed for and on behalf of by a duly authorised person:	
 Signed at: <small>2025-01-08 21:51:20</small>	miah FERROZ
Signature of authorised person	Full name of authorised person
01-08-2025	
Date	

## CLIENT TERMS

These Client Terms, together with any Client Form (defined in clause 1), set out the agreement (this '**Agreement**') under the terms of which 180 DEGREES CONSULTING LIMITED ('**Consultant**') provides Services (defined in clause 2) to you or the company which you represent (the '**Client**').

### 1 CLIENT FORM, THIS AGREEMENT

- (a) These Client Terms will apply to all the Client's dealings with the Consultant, including being incorporated in all agreements, quotations or orders under which the Consultant is to provide services to the Client (each a '**Client Form**') together with any additional terms included in such Client Form (provided such additional terms are recorded in writing).
- (b) The Client will be taken to have accepted this Agreement if the Client accepts a Client Form, or if the Client orders, accepts or pays for any services provided by the Consultant after receiving or becoming aware of this Agreement or these Client Terms.
- (c) In the event of any inconsistency between these Client Terms and any Client Form, the clauses of these Client Terms will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms described as such in a Client Form) will prevail over these Client Terms to the extent of any inconsistency.

### 2 SERVICES

- (a) In consideration for the payment of the fees set out in the Client Form (Fees), the Consultant will provide the Client with the services set out in a Client Form (Services).
- (b) The Consultant will provide the Services set out in the Client Form.
- (c) Unless otherwise agreed in writing, the Consultant may, in its discretion:
  - (i) not commence work on any Services until the Client has paid any Fees or deposit payable in respect of such Services; and
  - (ii) withhold delivery of Services until the Client has paid an invoice in respect of any Services, including invoices for previous Services that have already been provided.

### 3 DISCLAIMERS – NO LEGAL OR FINANCIAL ADVICE, NO GUARANTEED OUTCOME

#### 3.1 NO LEGAL OR FINANCIAL ADVICE

- (a) All information provided by the Consultant as part of the Services is general information.
- (b) This information is based on information the Client provides to the Consultant.
- (c) No information provided as part of the Services is intended to be legal or financial advice of any kind and it should not be relied on as such.
- (d) The Client should obtain specific financial, legal or other professional advice before relying on the Services. By not seeking such advice, the Client accepts the risk that the information provided as part of the Services may not meet the specific needs of the Client's business.

#### 3.2 NO GUARANTEED OUTCOME

- (a) All information provided as part of the Services is an opinion only, based on the Consultant's experience.
- (b) The Consultant does not guarantee any particular outcome, or any particular decision from any authority on any issue, if the Client relies on the Services.

#### 3.3 RELATIONSHIP

The relationship between the Client and the Consultant is of a principal and independent contractor. Nothing in this agreement constitutes or deems the Consultant to be an employee or

agent of the Client. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship with duties or incidents different from those of independent contractors. No party to this Agreement is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the another party.

## 4 CLIENT OBLIGATIONS

### 4.1 PROVIDE INFORMATION AND LIAISON

- (a) The Client must provide the Consultant with all documentation, information and assistance reasonably required for the Consultant to perform the Services.
- (b) The Client agrees to liaise with the Consultant as it reasonably requests for the purpose of enabling the Consultant to provide the Services.

### 4.2 ACCESS

- (a) The Client must allow the Consultant access to any premises, or required areas of any premises reasonably necessary for the Consultant to provide the Services (**Premises**).
- (b) The Client must obtain any authority or approval (including strata or building management approval if applicable) for the Consultant that is reasonably necessary for the Consultant to provide the Services.
- (c) The Client must conduct or facilitate any inductions, training or supervision or other requirements of the Premises, including anything referred to in Special Conditions of the Client Form, so that the Consultant has full access to carry out the Services.
- (d) Where the Consultant is unable to gain access to the Premises due to the Client's non-compliance with this clause, omission, fault or otherwise, it is the Client's responsibility to reschedule any Services and the Consultant reserves the right to claim any expenses including travel and lost income and to charge this to the Client as a expense under this Agreement.
- (e) The Client warrants that the Premises are safe for the Consultant to enter and perform the Services including, where applicable, complying with any relevant occupational health and safety legislation and requirements.

### 4.3 COMPLIANCE WITH LAWS

The Client warrants that it will not by receiving or requesting the Services, or during receiving or requesting the Services, or otherwise during any Project Period:

- (a) breach any applicable laws, rules and regulations (including any applicable privacy laws and any relevant industry codes) (**Laws**);
- (b) do anything which may cause the Consultant to breach any Law;
- (c) breach the direction of any government department or authority; or
- (d) infringe the Intellectual Property Rights or other rights of any third party or breach any duty of confidentiality.

## 5 CLIENT MATERIALS

### 5.1 CLIENT MATERIALS

The Client warrants that all information, documentation and other Material (defined in clause 14) it provides to the Consultant for the purpose of receiving the Services, including financial records and information regarding its systems, procedures and all other materials relating to compliance, is complete, accurate and up-to-date.

## 5.2 RELEASE

The Client releases the Consultant from all liability in relation to any loss or damage arising out of or in connection with the Services, to the extent such loss or damage is caused or contributed to by information, documentation or any other Material provided by the Client being incomplete, inaccurate or out-of-date.

## 6 TIMING

- (a) In the course of the Consultant performing the Services, the parties may agree a schedule for providing Services and/or Milestones, including estimated dates of completion, deadlines or schedules (**Schedules**).
- (b) The Consultant will use its best efforts to meet these Schedules, however these are subject to change if unforeseen complexities arise. In these cases, the Consultant will use its best efforts to minimise the impact of such changes.
- (c) The Consultant reserves the right to revise Schedules in the event that a delay is caused by the Client's failure to provide timely feedback or other information or Materials reasonably requested by the Consultant in order to perform the Services.

## 7 PAYMENT

### 7.1 FEES

- (a) This clause 7 applies where the Client Form includes Fees.
- (b) Where the Client Form includes a Flat Rate as the form of payment for the Fees, the Client will pay to the Consultant the Flat Rate, in the amounts and at the times set out in the Client Form or as otherwise agreed in writing.
- (c) Where the Client Form includes Commission as the form of payment for the Fees, the Client will pay to the Consultant the Commission Percentage during the Commission Period (**Commission**), in the amounts and at the times set out in the Client Form or as otherwise agreed in writing.
- (d) Where the Client Form does not include Fees, the Consultant may request, and the Client may in its discretion pay, a donation after the Project Period.

### 7.2 COMMISSION

- (a) Client payments
  - (i) Within 14 days of the end of each Reporting Period during the Commission Period, the Client will provide the Consultant with a report detailing the Commission payable for that Reporting Period (**Commission Notice**), with such notice to specify the amount of Commission owed to the Consultant by the Client in relation to Attributable Revenue Growth from the applicable Project (**Commission Payable**).
  - (ii) Within 10 Business Days of receiving a Commission Notice, the Consultant will issue a validly rendered tax invoice to the Client in respect of the Commission Payable.
  - (iii) Provided that the Client receives a valid invoice in accordance with clause 7.2(a)(i), the Client will pay the Commission Payable to the Consultant:
    - (A) by the Due Date set out in the Commission Notice; or
    - (B) if no Due Date is set out in the Commission Notice, then within 7 days of the Commission Notice's date of issue.
- (b) Adjustments
  - (i) Unless otherwise agreed, the Commission referred to in the Client Form may be adjusted if:

- (A) the Consultant notifies the Client of the reason for the adjustment in Commission; and
- (B) the Client agrees to the adjustment in Commission.

### 7.3 INVOICES AND FLAT RATE DUE DATES

Unless otherwise agreed in the Client Form or in writing:

- (a) if the Consultant issues an invoice to the Client, payment must be made by the time(s) specified in such invoice; and
- (b) in all other circumstances, the Client must pay for goods and services within 7 days of receiving an invoice for amounts payable.

### 7.4 PAYMENT METHOD

The Client must pay Fees using the fee payment method specified in the Client Form.

### 7.5 EXPENSES

Unless otherwise agreed in writing:

- (a) the Client will bear all travel, accommodation, office stationery, computer storage, media and related expenses reasonably incurred by the Consultant in connection with the Services or a Client Form; and
- (b) any third-party costs incurred by the Consultant in the course of performing the Services may be billed to the Client, unless specifically otherwise provided for in the Client Form.

### 7.6 LATE PAYMENT

If the Client does not pay an amount due under this Agreement on or before the date it is due:

- (a) the Consultant may immediately cease providing the Services;
- (b) without limiting any of the Consultant's other rights under these terms, the Consultant reserves the right to charge interest at the rate of 10% per annum on each amount outstanding, accruing daily and compounding monthly. However, before applying this interest, the Consultant will provide the Client with a written notice giving an additional 7 days to complete the payment. If the payment is still not received by the end of this 7-day grace period, interest will accrue from the expiration of that period until the date the full payment is received by the Consultant; and
- (c) the Client must reimburse the Consultant for any costs it incurs, including any legal costs, in recovering the amount due or enforcing any of its rights under this Agreement.

### 7.7 GST

Unless otherwise indicated, amounts stated in a Client Form do not include GST. In relation to any GST payable for a taxable supply by the Consultant, the Client must pay the GST subject to the Consultant providing a tax invoice.

### 7.8 CARD SURCHARGES

The Consultant reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

## 8 AUDIT

- (a) The Client must maintain records and supporting documentation sufficient to permit a complete audit in accordance with this clause.
- (b) On the Consultant providing at least 7 days' notice of an audit, the Client must provide the Consultant or an independent third party auditor nominated by the Consultant reasonable access to the personnel, records and supporting documentation of the Client

for the purpose of performing an audit to determine whether Commission amounts due to the Consultant under this agreement have been duly paid.

- (c) If any audit reveals that the Client has underpaid any amount due to the Consultant under this agreement, then the Client must immediately pay such amounts to the Consultant on demand.

## 9 CHANGES

- (a) The Client may request additional services which are outside the scope set out in the relevant Client Form (**Changes**) which must be agreed in writing by the relevant Consultant;
- (b) The Consultant reserves the right to charge additional service fees for Changes requested by the Client and will notify the Client in writing where additional service fees apply.
- (c) Unless otherwise agreed in writing, the Consultant may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.

## 10 ACCREDITATIONS

Unless otherwise agreed in writing:

- (a) all displays or publications of any deliverables provided to the Client as part of the Services must, if requested by the Consultant, bear an accreditation and/or a copyright notice including the Consultant's name in the form, size and location as directed by the Consultant; and
- (b) the Consultant retains the right to describe the Services and reproduce, publish and display the deliverables in the Consultant's portfolios and websites for the purposes of recognition or professional advancement, and to be credited with authorship of the Services and deliverables in connection with such uses.

## 11 TESTIMONIALS

- (a) The Consultant reserves the right to request Clients to provide testimonials of their experience with the Consultant, on delivery of the Services.
- (b) The Client consents to the Consultant using these testimonials for use on their website for the following purposes:
  - (i) analysis of services and customer experiences, marketing and communications; and
  - (ii) publication on social media platforms.
- (c) The Client acknowledges and agrees that these testimonials will include details of the Services provided and their opinions on the Services provided, and may identify their face, name and city of residence.
- (d) Any testimonials, reviews, and opinions represent individual experiences. These experiences do not guarantee specific outcomes and might not encompass the full spectrum of individual experiences.

## 12 THIRD PARTY GOODS AND SERVICES

- (a) Any Service that requires the Consultant to acquire goods and services supplied by a third party on behalf of the Client may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.
- (b) The Client agrees to any Third Party Terms applicable to any goods and services supplied by a third party that the Client or the Consultant acquires as part of the Services and the Consultant will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.

## 13 CONFIDENTIALITY

- (a) Except as contemplated by this Agreement, each party must not, and must not permit any of its officers, employees, agents, contractors or related companies to, use or disclose to any person any confidential information disclosed to it by the other party without its prior written consent.
- (b) This clause 13 does not apply to:
  - (i) information which is generally available to the public (other than as a result of a breach of this Agreement or another obligation of confidence);
  - (ii) information required to be disclosed by any law; or
  - (iii) information disclosed by the Consultant to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this Agreement.

## 14 INTELLECTUAL PROPERTY

### 14.1 CLIENT CONTENT

- (a) The Client grants to the Consultant (and its subcontractors, employees and agents) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use the Client Content to the extent reasonably required to perform any part of the Services.
- (b) The Client:
  - (i) warrants that the Consultant's use of Client Content as contemplated by this Agreement will not infringe any third-party Intellectual Property Rights; and
  - (ii) will indemnify the Consultant from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement or a claim of such an infringement.

### 14.2 DEVELOPED IP

- (a) All Developed IP will be solely and exclusively owned by the Consultant.
- (b) The Consultant grants to the Client a non-exclusive, royalty free, non-transferable and revocable licence to use Developed IP to the extent required for the Client to use, enjoy the benefit of or exploit the Services.

### 14.3 CONSULTANT IP

- (a) The Consultant grants to the Client a non-exclusive, royalty free, non-transferable and revocable licence to use Consultant IP to the extent required for the Client to use, enjoy the benefit of or exploit the Services.
- (b) Unless otherwise agreed in writing by the Consultant or in this clause 14.3, the Client will not acquire Intellectual Property Rights in any Consultant IP under this Agreement or as part of receiving the Services.

### 14.4 DEFINITIONS

For the purposes of this Agreement:

- (a) “**Client Content**” means any Material supplied by the Client to the Consultant under or in connection with this Agreement, including any Intellectual Property Rights attaching to that Material.
- (b) “**Consultant IP**” means all Material owned or licensed by the Consultant that is not Developed IP and any Intellectual Property Rights attaching to that Material.
- (c) “**Developed IP**” means the Material produced by the Consultant in the course of providing the Services, either alone or in conjunction with the Client or others, and any Intellectual Property Rights attaching to that Material.

- (d) “**Intellectual Property Rights**” means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this Agreement.
- (e) “**Material**” means tangible and intangible information, documents, reports, drawings, designs, software (including source and object code), inventions, concepts, data and other materials in any media whatsoever.

## 15 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.

## 16 LIABILITY

- (a) (**Liability**) To the maximum extent permitted by applicable law, the Consultant limits all liability in aggregate of all claims to the Client (and any third parties who encounter the services or goods through the Client’s business) for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or any goods or services provided by the Consultant to the amount paid by the Client to the Consultant under the most recent Client Form.
- (b) (**Indemnity**) The Client indemnifies the Consultant and its employees, contractors and agents in respect of all liability for any claim(s) by any person (including any third party who encounter the services or goods through the Client’s business) arising from the Client’s or the Client’s employee’s, client’s, contractor’s or agent’s:
  - (i) breach of any third party intellectual property rights;
  - (ii) breach of any term of this agreement;
  - (iii) negligent, wilful, fraudulent or criminal act or omission; or
  - (iv) use of any goods or Services provided by the Consultant.
- (c) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will the Consultant be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by the Consultant (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

## 17 SUBCONTRACTING

The Consultant may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting.

## 18 TERMINATION

### 18.1 TERMINATION FOR CONVENIENCE

- (a) Either party may end this agreement for no reason, by providing notice to the other party.

- (b) This agreement will end 10 Business Days after the day the notice is sent (the **End Date**).
- (c) On the End Date, the Consultant will provide an invoice to the Client for:
  - (i) any Fees for Services already performed up to the End Date (including Services performed to prepare not yet completed deliverables);
  - (ii) any pre-approved third party costs the Consultant has incurred on the Client's behalf up to the End Date; and
  - (iii) if terminated by the Client, the Consultant's pre-estimated genuine losses as a result of the Client ending this agreement, (together, the **Outstanding Amounts**)
- (d) The Client will pay the Outstanding Amounts to the Consultant on the End Date, unless otherwise agreed in a written payment plan between the parties.
- (e) Once the Outstanding Amounts have been paid, the Consultant will hand over any completed deliverables.
- (f) If the Consultant terminates this agreement pursuant to this clause, the Consultant will make reasonable efforts to handover the remaining scope of Services to the Client, so the Client can source an alternative provider.

## 18.2 TERMINATION FOR BREACH

- (a) If a party (the **Notifying Party**) considers that the other party is in breach of this agreement (the **Breach**), the Notifying Party may provide a notice to the other party.
- (b) The notice must include the nature and details of the Breach, with reference to the relevant clause/s of this agreement. The Notifying Party may, if it wishes to do so, make suggestions for resolving the Breach.
- (c) The other party will have 10 Business Days (or longer, in the Notifying Party's discretion) to rectify the Breach (the **Rectification Period**).
- (d) After the Rectification Period, the Notifying Party will:
  - (i) if the Breach has been successfully rectified, notify the other party that the agreement will continue; or
  - (ii) if the Breach has not been successfully rectified, notify the other party that this agreement is terminated (**Termination for Breach Notice**).
- (e) Following a Termination for Breach Notice, the parties will stop all work under this agreement unless otherwise agreed.
- (f) Any disputes regarding termination under this clause must be dealt with in accordance with clause 18. The indemnities, warranties and liability caps in clause 16 will apply to any disputes and resulting claims. Any pre-estimated losses in clause 18.1 will not limit or otherwise effect the Consultant's rights under this agreement, at law or otherwise in equity; the Consultant's losses resulting from the Client's breach are likely to far exceed its losses resulting from termination for the Client's convenience.

## 18.3 OTHER CONSEQUENCES FOR TERMINATION

If this agreement ends, in addition to the specific consequences set out in clause 18.1 or 18.2 (as applicable), the parties will:

- (a) return all property and Confidential Information to the other party;
- (b) comply with all obligations that are by their nature intended to survive the end of this agreement, including without limitation clauses 3, 5, 12, 13, 14 and 20; and
- (c) stop using any materials that are no longer owned by, or licensed to, them when this agreement ends in accordance with clause 14.

## 19 IF THE PARTIES HAVE A DISPUTE

- (a) If an issue between the parties arises under this agreement that cannot be resolved day-to-day, the parties will make genuine efforts in good faith to participate cooperatively in mediation, at equal shared expense of the parties.
- (b) The parties will conduct mediation through the Australian Disputes Centre (**ADC**) and in accordance with the ADC's Guidelines for Commercial Mediation (as current at the time of the dispute).
- (c) The parties will follow the mediator's recommendations on the extent of mediation required, and when to stop mediation if the issue cannot be resolved.
- (d) If mediation does not resolve the issue, the parties must:
  - (i) if they haven't already done so, engage independent legal representation at their own expense to understand the strength of their arguments; and
  - (ii) based on that advice, if settlement is not achieved, participate in arbitration (or other dispute resolution mechanism agreed in mediation) through the ADC at equal shared expense.
- (e) The parties will follow the binding outcome of arbitration (or other agreed mechanism).
- (f) Either party may at any time during this process make an offer for settlement. The parties acknowledge and agree it is in their best interests to properly consider all genuine settlement offers. The parties will use best endeavours to avoid litigation and reach a prompt settlement.
- (g) The process in this clause does not apply where a party requires an urgent injunction.

## 20 NOTICES

- (a) Any notices required to be sent under this agreement must be sent via email using the party's email addresses set out in the Client Form and the email's subject heading must refer to the name and date of this agreement.
- (b) If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.
- (c) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.

## 21 FORCE MAJEURE

- (a) A '**Force Majeure Event**' means any occurrence beyond the control of the Affected Party which prevents the Affected Party from performing an obligation under this agreement (other than an obligation to pay money), including any:
  - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
  - (ii) strike or other industrial action;
  - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
  - (iv) decision of a government authority in relation to COVID-19, or other epidemic or pandemic,to the extent the occurrence affects the Affected Party's ability to perform the obligation.
- (b) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
  - (i) reasonable details of the Force Majeure Event; and

- (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (c) Subject to compliance with clause 21.1(b), the relevant obligation will be suspended during the Force Majeure Event to the extent that the obligation is affected by the Force Majeure Event.
- (d) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible and resume performing the relevant obligation.

## 22 GENERAL

### 22.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

### 22.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

### 22.3 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

### 22.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### 22.5 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

### 22.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

### 22.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

### 22.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

### 22.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

## 22.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

## 22.11 INTERPRETATION

- (a) (**singular and plural**) words in the singular includes the plural (and vice versa);
- (b) (**gender**) words indicating a gender includes the corresponding words of any other gender;
- (c) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) (**person**) a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) (**party**) a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) (**document**) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;
- (i) (**includes**) the word “includes” and similar words in any form is not a word of limitation;
- (j) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- (k) (**currency**) a reference to \$, or “dollar”, is to Australian currency, unless otherwise agreed upon in writing

'ANNEXURE A'

**DELIVERABLES**

Fundraising Database- Develop a comprehensive list of organizations and foundations that provide grants aligned with SDVPB's mission, focusing on education and employability.

Prioritization Matrix- Create a prioritization matrix to rank the identified funding organizations based on their suitability and alignment with SDVPB's goals.

Organizational Pitch Deck- Design a professional pitch deck that communicates SDVPB's mission, impact, and value to potential funders and partners.

Expansion Strategy- Develop a strategic roadmap to guide SDVPB's expansion into new thematic areas of social development, and revenue generation.

'ANNEXURE B'

**SPECIAL CONDITIONS**

Not applicable