

SERVICES AGREEMENT

THIS AGREEMENT is made on the [insert] day of [insert] 2016,

BETWEEN:

- (1) Sportsbet Pty Ltd, ACN 088 326 612 of Level 17, 367 Collins Street, Melbourne VIC 3000 (Sportsbet); and
- (2) [insert] Pty Ltd, ACN [insert] of [insert] (Service Provider).

RECITALS:

- (A) Service Provider is an expert in providing the Services (defined below) to companies in Australia.
- (B) The parties have agreed that Service Provider will provide the Services to Sportsbet on the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this agreement including any Schedules and attachments hereto;

Commencement Date means the date set out in the relevant Statement of Work;

Conflict of Interest means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Service Provider to perform its obligations under this Agreement fairly and objectively;

Deliverables means all documents, products and materials developed by Service Provider or its Personnel as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party including (without limitation) an act of God or any industry wide strike, picket, lock-out or other form of industry wide industrial action or threatened industrial action;

Harmful Code means any computer code or routine that is harmful, destructive, disabling or that assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, keyloggers, trojans and any new types of programmed threats that may be classified, but excluding passwords, software keys, trial period software and like features that are security features or intended elements of software used to prevent unauthorised access and use;

Intellectual Property Rights includes all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case

whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Nominated Representative has the meaning given in clause 3.2;

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth);

Personnel means Service Provider's officers, employees, agents and sub-contractors (if any), and the Nominated Representative (if any);

Privacy Laws means all applicable laws and regulations relating to the processing and protection of personal information including (without limitation) the *Privacy Act 1988* (Cth) and the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Cth), as updated or amended from time to time;

Sportsbet Materials has the meaning given in clause 3.1(j);

Services means the services to be provided by Service Provider to Sportsbet as set out in the relevant Statement of Work;

Service Level Agreement means the agreement, if any, between the parties in respect of the service levels to be achieved and maintained throughout the Term by Service Provider, the details of which are set out in Schedule 2;

Statement of Work means a completed statement of work, quotation or proposal in the form substantially similar to the template provided in Schedule 1; and

Term has the meaning given to it in clause 8.1.

1.2 **Writing**

Any reference in this Agreement to 'writing' or similar terms includes a reference to facsimile transmission, email and comparable means of communication.

1.3 **Headings**

The headings in this Agreement are for convenience only and do not affect its interpretation.

1.4 **Priority**

If there is any inconsistency between the terms and conditions of the body of this Agreement (i.e. clauses 1 to 21 inclusive) and the terms and conditions of a Statement of Work or a Schedule, the terms of the body of this Agreement will prevail to the extent of such inconsistency.

1.5 **Entire Agreement**

This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements and understandings between the parties with respect to its subject matter.

1.6 **Includes, including and similar words and phrases**

In this Agreement the words 'includes', 'including', 'for example' and similar words and phrases are not to be interpreted as words of limitation.

2. **APPOINTMENT**

2.1 In consideration of the payment of the fees and charges set out in clause 4 and in the relevant Statement of Work, Service Provider agrees to provide the Services to Sportsbet in accordance with the terms and conditions of this Agreement and the Service Level Agreement.

2.2 Each time a new Service request is made the parties will complete and execute a new Statement of Work which will be governed by the terms of this Agreement.

2.3 It is acknowledged by Service Provider that nothing in this Agreement will prevent Sportsbet from utilising other providers of services similar or substantially identical to the Services or from procuring other services from such other providers.

3. SERVICE PROVIDER'S OBLIGATIONS

3.1 Service Provider undertakes to:

- (a) provide the Services to Sportsbet from the Commencement Date and complete the Services during the Term, in accordance with the terms and conditions of this Agreement;
- (b) comply with all applicable laws and regulations in relation to providing and making the Services available to Sportsbet;
- (c) comply with Sportsbet's directions and policies, including in relation to data retention and protection, as notified by Sportsbet to Service Provider;
- (d) perform the Services with the best care, skill and diligence in accordance with best practice in Service Provider's industry, profession or trade;
- (e) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Service Provider's obligations are fulfilled in accordance with this Agreement;
- (f) **[Optional]** where requested by Sportsbet **[and at Sportsbet's cost]**, ensure that that any individual(s) who will be performing Services to Sportsbet in accordance with this Agreement on behalf of the Service Provider satisfies adequate background checks and provides evidence of these to Sportsbet (including, but not limited to identity, criminal record and eligibility to work in Australia);
- (g) ensure that the Services will conform with all descriptions, timeframes and specifications set out in the Statement of Work;
- (h) unless specified otherwise in the Statement of Work, provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (i) observe all health and safety rules and regulations and any other security requirements that apply at any of Sportsbet's premises;
- (j) hold all materials, equipment and tools, drawings, specifications and data supplied by Sportsbet to Service Provider (**Sportsbet Materials**) in safe custody at its own risk, maintain Sportsbet Materials in good condition until returned to Sportsbet, and not dispose or use Sportsbet Materials other than in accordance with Sportsbet's written instructions or authorisation;
- (k) obtain and maintain adequate insurance cover for any loss which may occur as a result of any act, omission, fraud or negligence on the part of its Personnel; and
- (l) indemnify and keep indemnified Sportsbet, its directors, employees, agents and representatives, against any damage or loss suffered by Sportsbet, whether direct or consequential, as a result of the negligence, breach of statutory duty or other act or omission (which includes any deliberately wrongful act or omission or any breach of any of the terms of this Agreement) of or by Service Provider or its Personnel.

3.2 If this Agreement (including any Statement of Work) specifies that the Services are to be performed by a specific individual (**Nominated Representative**):

- (a) it is a condition of this Agreement that the Services will be performed on behalf of Service Provider by the Nominated Representative;

- (b) Service Provider must enter into such arrangements with the Nominated Representative as are necessary to ensure the performance of this Agreement in accordance with clause 3.2(a);
- (c) Service Provider will be solely responsible for the management and control of the Nominated Representative;
- (d) the Nominated Representative will have authority to act for and on behalf of Service Provider in relation to the performance of the Services; and
- (e) the Nominated Representative will have overall responsibility for managing Service Provider's performance of this Agreement.

3.3 Service Provider will be solely responsible for and must comply with:

- (a) all industrial instruments (such as modern awards and enterprise agreements) applicable to its Personnel;
- (b) all federal, state and territory tax and superannuation legislation, including obligations to deduct tax from remuneration or fees paid to its Personnel;
- (c) long service leave, annual leave, parental leave, personal leave and other leave requirements under any law or industrial instrument;
- (d) federal, state and territory occupational health and safety laws, workers' compensation and anti-discrimination laws; and
- (e) any other laws or regulations touching on the relationship between Service Provider and its Personnel.

4. **CHARGES AND PAYMENT**

- 4.1 In consideration of Service Provider providing the Services to Sportsbet in accordance with this Agreement, Sportsbet agrees to pay to Service Provider the fees and charges set out in the Statement of Work.
- 4.2 Sportsbet must be invoiced monthly with respect to the Services provided during the relevant preceding one month period. Payment will be made within 30 days of the date of each invoice.
- 4.3 The fees and charges as set out in the Statement of Work will be the full and exclusive remuneration of Service Provider in respect of the performance of the Services. Unless otherwise agreed in writing by Sportsbet, the fees and charges in the Statement of Work will include every cost and expense of Service Provider directly or indirectly incurred in connection with the performance of the Services.
- 4.4 All amounts payable by Sportsbet under this Agreement are exclusive of amounts in respect of GST. Where any taxable supply for GST purposes is made under this Agreement by Service Provider to Sportsbet, Sportsbet will, on receipt of a valid GST invoice from Service Provider, pay to Service Provider such additional amounts in respect of GST as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 4.5 Sportsbet will deduct from fees payable to Service Provider under this Agreement, any taxes that must be withheld by Sportsbet under any statute, including without limitation any amount of tax that must be withheld because Service Provider has not provided Sportsbet with Service Provider's ABN (if applicable).

5. CONFIDENTIALITY POLICY

5.1 Each of the parties undertakes to the other:

- (a) to keep confidential all information (written or oral) concerning the business and affairs of the other that it has obtained or received as a result of discussions leading up to or the entering into or performance of this Agreement, including the terms and conditions of this Agreement and any information relating to pricing (**Confidential Information**);
- (b) not without the other's written consent to disclose the Confidential Information in whole or in part to any other person except those of its:
 - (i) employees involved in the implementation of this Agreement who have a need to know same and who are obligated to keep such information strictly confidential; and
 - (ii) affiliates and professional advisers, who are obligated to keep such information strictly confidential,unless required by law to do so; and
- (c) to use the Confidential Information solely in the implementation of this Agreement and not for the benefit of any third party.

5.2 If requested by Sportsbet, Service Provider must ensure that those of its Personnel who have access to any of Sportsbet's Confidential Information sign a non-disclosure agreement in a form acceptable to Sportsbet.

5.3 Confidential Information does not include any information that is public knowledge (other than by breach of this Agreement), information already known to a party or information independently created by a party without reference to the Confidential Information.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 In respect of any goods that are transferred to Sportsbet under this Agreement, Service Provider warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Sportsbet, it will have full and unrestricted rights to transfer all such items to Sportsbet.

6.2 Service Provider assigns to Sportsbet, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services.

6.3 Service Provider must obtain waivers of all moral rights in the products of the Services to which any individual is now or may be at any future time entitled under the *Copyright Act 1968* (Cth) or any similar provisions of law in any jurisdiction.

6.4 Service Provider must, promptly at Sportsbet's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Sportsbet may from time to time require for the purpose of securing for Sportsbet the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to Sportsbet in accordance with clause 6.2.

7. THIRD PARTY CLAIMS AND INSURANCE

7.1 Service Provider will keep Sportsbet indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Sportsbet as a result of or in connection with:

- (a) any claim made against Sportsbet by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach,

negligent performance or failure or delay in performance of this Agreement by Service Provider or its Personnel; and/or

- (b) any claim brought against Sportsbet for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services.
- 7.2 During the Term and for a period of 5 years thereafter, Service Provider must maintain in full force and effect, with a reputable insurance company, insurance to cover the liabilities that may arise under or in connection with this Agreement, including:
- (a) workers' compensation insurance in relation to its Personnel;
 - (b) public liability insurance to the risk value of at least \$10,000,000;
 - (c) professional indemnity insurance to the risk value of at least \$1,000,000;
 - (d) full comprehensive motor vehicle insurance for any motor vehicle that Service Provider or its Personnel use to provide the Services; and
 - (e) any other insurance reasonably required by Sportsbet from time to time.
- 7.3 On Sportsbet's request, Service Provider must produce both the insurance certificate (giving details of cover) and the receipt for the current year's premium in respect of each insurance policy specified in clause 7.2.
- 7.4 This clause 7 will survive termination of this Agreement.

8. TERM AND TERMINATION

- 8.1 This Agreement will come into force on the date it is signed by both parties and subject to termination in accordance with this Agreement will continue in force for **[1 year]** (Term).
- 8.2 This Agreement may be immediately terminated by Sportsbet giving written notice to Service Provider, if Service Provider:
- (a) materially breaches any of the terms and conditions of this Agreement and fails to remedy such breach within seven (7) days of being notified in writing by Sportsbet of the material breach;
 - (b) breaches the Service Level Agreement by failing to meet any 'Measurement' for two consecutive months; or
 - (c) is subject to an order or an effective resolution is passed or a petition is presented for its winding up, or there is convened a meeting for the purpose of entering into an examinership, arrangement or composition for the benefit of its creditors, or if a receiver or examiner is appointed over its undertaking or part thereof, or if it is unable to pay its debts.
- 8.3 Sportsbet may immediately terminate this Agreement if Service Provider engages in any activity or enters into any relationship or permits any interest being taken by a third party which could, in the reasonable opinion of Sportsbet, materially prejudice Sportsbet's business interests or be otherwise materially detrimental to Sportsbet's goodwill or business.
- 8.4 Sportsbet may terminate this agreement at any time without any obligation to demonstrate any cause, by providing thirty (30) days written notice to Service Provider. If Sportsbet terminates this Agreement under this clause 8.4, it must pay Service Provider for all Services supplied by Service Provider up to the date of termination.
- 8.5 **[Optional]** Either party may terminate a Nominated Representative under a Statement of Work be providing 14 days' prior written notice. Any termination of a Nominated Representative will

also terminate that Statement of Work. [Optional] Any termination under a Statement of Work will not impact on this Agreement.

9. CONSEQUENCES OF TERMINATION

9.1 On termination of this Agreement for any reason:

- (a) Service Provider must immediately deliver to Sportsbet all Deliverables whether or not then complete, and return all Sportsbet Material to Sportsbet. If Service Provider fails to do so, Sportsbet may enter Service Provider's premises and take possession of those Deliverables and Sportsbet Material. Until such items have been returned or delivered, Service Provider is solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination will not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination; and
- (c) clauses which expressly or by implication have effect after termination will continue in full force and effect.

10. FORCE MAJEURE

If either party is affected by Force Majeure it will promptly notify the other party of the nature and extent thereof. Neither party will be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party and the time for performance of that obligation will be extended accordingly provided however that if the event of Force Majeure is subsisting for a period of two (2) weeks from the date of first notification then either party may terminate this Agreement by notifying the other party in writing accordingly.

11. RIGHT TO AUDIT

11.1 Service Provider will allow Sportsbet and its reputable third party auditors to conduct an audit of the activities and records of Service Provider, and permit Sportsbet to take copies of such records, on reasonable notice, at reasonable times, and no more than once during each year of the Term. Service Provider will provide such access to its records, systems, facilities and/or Personnel (each to the extent reasonably necessary) in connection with such an audit.

11.2 Despite the restriction in clause 11.1, on Sportsbet's request, Service Provider will allow Sportsbet to conduct an audit, inspecting its systems, both at commencement and completion of the Services, to assess the effectiveness of the Service Provider's information security program and compliance with the IT Security obligations in clauses 13 to 16.

12. PRIVACY LAWS

12.1 To the extent that Personal Information is made available to or accessed by Service Provider in connection with this Agreement, Service Provider warrants and undertakes that it will:

- (a) comply with all of its obligations in the Privacy Laws;
- (b) handle the Personal Information at all times in accordance with the Privacy Laws, solely in connection with the provision of Services and strictly in accordance with Sportsbet's policies and instructions;
- (c) ensure that its Personnel only use the Personal Information to the extent necessary to provide the Services in accordance with this Agreement, and do not disclose the Personal Information to any third party without Sportsbet's express written consent (unless required by the Privacy Laws);

- (d) not transfer the Personal Information outside of Australia unless specifically authorised by Sportsbet; and
 - (e) notify Sportsbet immediately if it becomes aware of any event in relation to the Personal Information which would or could amount to a breach of:
 - (i) the Privacy Laws by it or Sportsbet; or
 - (ii) its obligations under clauses 12.1(a) to 12.1(d) (inclusive).
- 12.2 If Service Provider breaches any obligation in clause 12.1, Service Provider must indemnify and hold harmless Sportsbet (and its related entities and personnel) from and against any and all liability, loss, claims, demands, expenses and associated costs whatsoever which Sportsbet may incur arising from or in relation to that breach.
- 12.3 On termination or expiry of this Agreement for any reason, or at any other time at the request of Sportsbet, Service Provider must, at Sportsbet's election, either return to Sportsbet or destroy all copies of and any record of the Personal Information held by or in the control of Service Provider in connection with this Agreement.

13. IT SECURITY

Service Provider warrants and undertakes that it will:

- (a) observe, and ensure that its Personnel observe, all of Sportsbet's directions and policies in relation to IT security and data protection and integrity (and any other Sportsbet policies as relevant), as notified by Sportsbet to Service Provider from time to time;
- (b) protect, and ensure that its Personnel protect, all security passes and passwords issued to its Personnel and return those passes to Sportsbet on request or once performance of Service Provider's obligations is complete or ceases;
- (c) ensure that only its authorised and duly qualified Personnel, as notified to Sportsbet, access Sportsbet's data, systems, networks or premises;
- (d) not, and ensure that its Personnel do not:
 - (i) use Sportsbet's systems, data, networks or premises other than for the purposes of fulfilling its obligations under this Agreement;
 - (ii) purport to sell, let for hire, assign rights in or otherwise dispose of any of Sportsbet's systems or data or networks; or
 - (iii) alter any of Sportsbet's systems, data or networks in any way, other than as required to fulfil its obligations under this Agreement;
- (e) use, and ensure that its Personnel use, industry best practices when accessing (including remotely) or interacting with Sportsbet's systems, data or networks;
- (f) ensure that none of Sportsbet's data is sent to, or stored in, any location outside of Australia by the Service Provider or any of its Personnel or otherwise in connection with the Services, except to the extent authorised by Sportsbet in writing;
- (g) not, and ensure that its Personnel do not, do anything which could compromise the security, quality, confidentiality or integrity of Sportsbet's systems, data or networks;
- (h) implement and maintain technical, procedural and governance controls against the destruction, loss or alteration of Sportsbet's systems, data and networks in Service Provider's possession, custody or control and to materially reduce possible non-compliance with clause 13(g) Service Provider must ensure that such controls:

- (i) are no less rigorous than those safeguards employed by Sportsbet, and in any event no less rigorous than safeguards that meet industry best practice; and
 - (ii) comply with all applicable laws; and
- (i) ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Agreement imposes on the approved subcontractor the same obligations as the Service Provider has under this clause 13.

14. ACCESS TO SPORTSBET DATA

Where requested by Sportsbet, Service Provider must provide:

- (a) Sportsbet or its Personnel; or
- (b) any government authority,

with:

- (c) access to Sportsbet's data in the possession or control of Service Provider, or its related bodies corporate or Personnel; and/or
- (d) an electronic copy of part or all of Sportsbet's data, in the file format(s) (and using the data structures) required by Sportsbet.

15. NOTIFICATION REQUIREMENTS

Service Provider must promptly notify Sportsbet if it becomes aware of any:

- (a) contravention of clause 13;
- (b) actual or suspected threat to, or breach of, the security or integrity of any of Sportsbet's systems, data or networks (including any loss or corruption of, or other damage to, Sportsbet's data);
- (c) breaches of its own environment which might be relevant to the Services being provided;
- (d) any request for the disclosure of any Sportsbet data by or to any government authority; or
- (e) any accidental or unauthorised access to any Sportsbet data, or any other disclosure of Sportsbet data or other Personal Information or confidential information, not authorised by this Agreement.

16. HARMFUL CODE

Service Provider warrants and undertakes that it will:

- (a) use all reasonable endeavours to prevent the introduction of any Harmful Code into any Sportsbet systems to which it is given access or systems owned or leased by Service Provider and connected to Sportsbet's systems, including by:
 - (i) the use of virus detection software and intrusion detection systems that are up-to-date and compatible with Sportsbet's systems, including virus scanning of portable memory sticks and other portable data storage devices prior to connection to Sportsbet's systems;
 - (ii) implementing practices and procedures that are consistent with industry best practice to detect and prevent unauthorised access or Harmful Code from being introduced by Service Provider into Sportsbet's systems; and
 - (iii) pro-actively monitoring known threats of Harmful Code; and

- (b) if it becomes aware that any Harmful Code is found to have been installed, released or otherwise introduced into any part of Sportsbet's systems or systems owned or leased by Service Provider and connected to Sportsbet's systems:
 - (i) notify Sportsbet immediately;
 - (ii) provide all information reasonably requested by Sportsbet in relation to the Harmful Code, its manner of introduction and the effect the Harmful Code has had or is likely to have;
 - (iii) take all necessary remedial action to eliminate the Harmful Code and prevent re-occurrence and rectify any consequences (to the extent that they are capable of rectification); and
 - (iv) if the Harmful Code causes a loss of Sportsbet's data or other loss of operational efficiency, assist Sportsbet to mitigate the losses and restore the efficiency or data.

17. **REMEDIES**

Without limiting Sportsbet's other remedies under this Agreement or otherwise, to the extent permitted by law, Service Provider must promptly reimburse Sportsbet for any fines, charges, or other damages or taxes imposed on Sportsbet by any government authority as a result of Service Provider's breach of clauses 13 to 16.

18. **NON-SOLICITATION**

Neither party will (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by the other party in the provision of the Services or (in the case of Sportsbet) in the receipt of the Services at any time during the Term or for a further period of 6 months after the termination or expiry of this Agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

19. **CONFLICT OF INTEREST**

19.1 The Service Provider warrants that as at the Commencement Date neither it nor any of its Personnel have, or are likely to have, a Conflict of Interest in the performance of the Service Provider's obligations under this Agreement.

19.2 The Service Provider must not engage in any activity which might give rise to a Conflict of Interest.

19.3 The Service Provider must notify Sportsbet of details of any potential or actual Conflict of Interest immediately on becoming aware of it.

20. **PERSONAL GAMBLING BY SERVICE PROVIDER'S PERSONNEL**

20.1 The Service Provider must inform any individuals engaged to provide Services that while they are permitted to bet with third party bookmakers and operate betting accounts with them (provided such activity does not in any way prejudice the person's ability to perform their duties), they will not:

- (a) place personal bets while on duty to the extent that it impacts on their ability to discharge duties owed to Sportsbet or the Services; or

- (b) bet or gamble with Sportsbet, International All Sports Limited, Paddy Power Betfair plc or any other Group Company (this includes the use of a third party, e.g. family member account) at any time during the performance of the Services. **Optional; or**

- (c) hold an account with Sportsbet, International All Sports Limited, Paddy Power plc or any other subsidiary of those companies at any time (this includes the use of a third party, e.g. family member account).]

21. MISCELLANEOUS

21.1 Personal to Service Provider

Service Provider must not without the prior written consent of Sportsbet assign or sub-contract or otherwise delegate any of its rights or obligations hereunder.

21.2 Marketing and Public Relations

Service Provider and Sportsbet agree that all marketing and advertising materials pertaining to the Services or this Agreement must be approved by both parties prior to release to the public.

21.3 Relationship

Nothing in this Agreement will create, or be deemed to create, a partnership, joint venture, employment or agency relationship between the parties. Neither party has the authority to make or accept any offers or representations on behalf of the other party.

21.4 Proper Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Victoria, and each party submits to the exclusive jurisdiction of the courts of Victoria.

21.5 Sportsbet's liability

To the full extent permitted by law:

- (a) Sportsbet's liability (whether in common law, equity, contract, tort (including negligence), breach of statutory obligation or duty, repudiation or otherwise) under or in relation to this Agreement is limited to the fees paid or payable by Sportsbet hereunder during the 12 month period preceding the date of the event giving rise to such liability; and
- (b) Sportsbet will not be liable (whether in common law, equity, contract, tort (including negligence), breach of statutory obligation or duty, repudiation or otherwise) for any special, indirect, punitive or consequential losses or damages under or in relation to this Agreement (regardless of whether Sportsbet was notified of the possibility of such loss or damage arising).

21.6 Notices and Service

Any notice required or authorised by this Agreement to be given by either party to the other may be given by hand or sent (by registered post, facsimile transmission or email) to the other party at the address or number referred to in this Agreement or such other address or number communicated by the other party from time to time. Any notice given by hand will be deemed to have been given on actual delivery; any notice given by post will be deemed to have been received on the third day after the envelope was posted. Any notice sent by facsimile transmission or email will be deemed to have been received on the date that the sender's facsimile machine or computer system confirms successful delivery.

21.7 Severability

In the event that any provision of this Agreement is determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it will be void or unenforceable to that extent only and no further and the validity and enforceability of the other provisions of this Agreement will not be affected.

21.8 **Binding Effect**

The terms, conditions, provisions and undertakings of this Agreement will be binding on and operate for the benefit of each of the parties, their respective heirs, personal representatives, successors and assigns.

21.9 **Amendments**

This Agreement must not be changed, modified, altered or amended in any respect without the mutual consent of the parties, which consent must be evidenced by a written amendment to this Agreement executed by the parties.

21.10 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when executed, will be an original and all of which together will constitute one and the same agreement. Parties may exchange portable document format (Pdf) copies of an original counterpart.

21.11 **Dispute Resolution**

- (a) **Negotiation.** If there is a dispute between the parties relating to or arising out of this Agreement, then within five (5) days of a party notifying the other party of a dispute, authorised decision makers representing each party must meet and use all reasonable endeavours acting in good faith to resolve the dispute by joint discussions.
- (b) **Mediation.** If the dispute between the parties relating to or arising out of this Agreement is not resolved within three (3) weeks of notification of the dispute under clause 21.11(a), or such further period as the parties agree, the parties must submit the dispute to mediation, administered by Institute of Arbitrators and Mediators Australia (IAMA) (each party to pay its own costs).
- (c) **Court Proceedings.** A party may not commence court proceedings in relation to a dispute relating to or arising out of this Agreement, until it has exhausted the procedures in clauses 21.11 (a) and 21.11 (b), unless:
 - (i) the party seeks urgent injunctive or other interlocutory relief; or
 - (ii) the parties agree in writing.

SCHEDULE 1 - STATEMENT OF WORK

This Statement of Work is entered into in accordance with, and governed by, the Master Services Agreement between the parties dated **[insert]**.

Date of Request	
Service Provider	
Requested By	
Nominated Representative (if relevant)	
Description of Services	
Projected Outcomes/Deliverables	
Commencement Date	
Completion Date	
Total Number of Days	
Hours per day	
Cost per day (excl. GST)	
Total fees for Services	

SIGNED for and on behalf of **SPORTSBET** by

SIGNED for and on behalf of the **SERVICE PROVIDER** by

.....
(signature)

.....
(signature)

.....
(name of signatory)

.....
(name of signatory)

.....
(date)

.....
(date)

In the presence of

In the presence of

.....
(signature)

.....
(signature)

.....

.....

(name of witness)

(name of witness)

SCHEDULE 2 - SERVICE LEVEL AGREEMENT

[Please select the relevant SL's and delete those which are not applicable and consider whether any further SLs specific to this Agreement and Services are required]

Service Level	Description	Measurement
Equipment faults	All faults will be logged within the nominated Sportsbet service desk system.	Monthly reports from Sportsbet nominated service desk system to reconcile with Service Provider uptime reporting.
Support Level 1	The Service/equipment is not available for use and critical to the business.	Service Provider will respond to and commence efforts to fix Level 1 problems within 15 minutes after Sportsbet reports such problem or Service Provider's detection of such problem, whichever is earlier.
Support Level 2	A function is unavailable but does not prevent the business from operating as per normal.	Service Provider will respond to and fix Level 2 problems no later than eight (8) business hours after Sportsbet reports such problem or Service Provider's detection of such problem, whichever is earlier.
Support Level 3	Support in relation to pricing, invoicing and reporting or network issues.	Service Provider will respond to level 3 problems within 24 hours, and provide status updates every 4 hours.
Preventative maintenance	All equipment will be visited at least once per week for proactive maintenance.	Monthly reports from Sportsbet nominated service desk system.
Fault response time	Reported faults will be responded to within 1 hour during business hours; within 4 hours outside of business hours if multiple devices affected; or next business day for a single device.	Monthly reports from Sportsbet's service desk system to reconcile with Service Provider uptime reporting.
Fault resolution time	Reported faults will be resolved within 4 hours during business hours; within 8 hours outside of business hours if multiple devices affected; or next business day for a single device.	Monthly reports from Sportsbet's service desk system to reconcile with Service Provider uptime reporting.
Equipment uptime	Total equipment uptime is calculated by dividing (total available hours) minus (total downtime) divided by (total available hours) multiplied by 100.	99% availability target of equipment uptime. Financial penalties will apply for any incidents in each quarter where equipment uptime drops below 95%.
Service Uptime	Total service/uptime is calculated by dividing (total available hours) minus (total downtime) divided by (total available hours) multiplied by 100.	99.70% availability target of service. Financial Penalties will apply for any incidents in each quarter where service uptime drops below 99.00%.
New equipment	Service Provider to provide updated	Service Provider to provide new

Service Level	Description	Measurement
	equipment as requested.	technology as it becomes available.
Training	Staff training sessions provided by mutual agreement.	100% compliance with mutually agreed training schedule.
Instruction manuals	All equipment must come with an instruction manual.	100% availability of instruction manual.
Industry updates	Bi-Annual updated on industry benchmarking relevant to an E-commerce business.	100% compliance with Annual updates provided during Service Provider Meetings.
Equipment delivery (DIFOT)	Delivery of equipment orders 'In Full and On Time'.	All orders to be delivered as per the purchase order or SoW. Where the Service Provider fails to comply with the SLA, the Service Provider must provide written explanation within 24 hours of expected delivery date.
Service Provider meetings	Service Provider to attend quarterly Service Provider meetings.	100% compliance with meeting request.
Service Provider roadmaps	Service Provider to provide two IT technical roadmaps over a 12 month period. These roadmaps are to focus on the particular demands of an ecommerce business.	100% compliance.
Reporting	Service Provider to provide the reports detailing system performance, quarterly spend and product availability. Reporting to be available as and when requested by Sportsbet.	100% compliance.

EXECUTED as an Agreement

SIGNED for and on behalf of
SPORTSBET by

SIGNED for and on behalf of the
SERVICE PROVIDER by

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(signature)

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(signature)

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(name of signatory)

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(name of signatory)

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(date)

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(date)

In the presence of

In the presence of

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(signature)

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(signature)

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(name of witness)

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(name of witness)