

Services Agreement

Parties

The Party specified in Item 1 of Schedule 1 (**Service Provider**)

and

The Party specified in Item 2 of Schedule 1 (**Company**)

Description

This Agreement sets out the terms on which the Company provides lead generation to the Service Provider of peer-to-peer allied health services using the Company's application. The application enables the Services Provider to seek, receive and fulfil requests for allied health services from an authorized user of the Company's Application.

1. Specific Definitions

- 1.1 In this Agreement, unless the contrary intention appears:
- (a) **Access Fee** means the service fee specified in Item 5 of Schedule 1.
 - (b) **Application** means the mobile application provided by the Company that enables Service Providers to access the Services for the purpose of seeking, receiving and fulfilling on demand requests for Services by Users.
 - (c) **Commencement Date** means the date specified in Item 3 of Schedule 1.
 - (d) **Company** means the person or entity specified at Item 2 of Schedule 2.
 - (e) **Expiry Date** means the date specified in Item 4 of Schedule 1.
 - (f) **Services** means the Services as described in Schedule 2.

(g) **Service Fee** means the fee the Service Provider charges the User for the Services.

(h) **Service Provider** means the person or entity specified at Item 1 of Schedule 1.

(i) **User(s)** means an end user of the Application for the purpose of Service utilisation from a Service Provider.

2. Supply of Services

- 2.1 The Service Provider will undertake the Services for a User.
- 2.2 The Service Provider must perform the Services diligently, efficiently, to the normal standard for the Services and to an acceptable standard as reasonably determined by the Company from time to time.

Incidental Goods and Services

- 2.3 The Service Provider must provide, without

charge to the Company, any incidental or related goods and services not specifically described in this Agreement which are required for the proper performance of the Services.

Capability Levels

2.4 The Service Provider must ensure it maintains sufficient capability and resources in relation to the Services to meet its obligations under this Agreement.

Service Levels

2.5 If the Service Provider fails to meet any service level as may be relayed by the Company from time to time, then, without limiting any other rights of this Agreement, the Service Provider must at no additional cost to the Company or the User and at the Company's option promptly:

- (a) in the case of Services re-perform those Services which gave rise to the failure to meet the service level, if reasonable according to the Company;
- (b) enter into good faith discussions with the Company to discuss practice delivery methodologies and procedures.
- (c) use all reasonable endeavours to correct the issue which caused the failure to meet the service level;
- (d) arrange all additional resources reasonably necessary to deliver the goods or perform the Services in accordance with the service level as soon as practicable; and
- (e) provide a detailed report on the steps taken by the Service Provider to prevent similar future non-compliance with the service levels.

Standard of Performance

2.6 The Service Provider must provide the Services:

- (a) in accordance with the specifications

and this Agreement, together with all goods and materials, functions and responsibilities not specifically described in this Agreement, but which are incidental to, or otherwise necessary for the Service Provider to provide the Services;

- (i) in a manner that meets or exceeds the service levels as may be described in the Services;
- (ii) in accordance with all relevant Australian industry standards, best practice methods and guidelines endorsed, recommended or otherwise from the relevant accrediting and/or regulating body and all necessary licences and consents;
- (iii) with all due care, skill and diligence expected of a professional service supplier and in a proper and workmanlike manner; and
- (iv) in a cost effective manner consistent with the required level of quality and performance.

Licence and Approvals

2.7 The Service Provider warrants to obtain before the Commencement Date and maintain throughout the Term, at its own cost all licences, registrations, professional indemnity, approvals, regulatory checks, insurances, and consents necessary to perform the Services and meets its obligations under this Agreement, during the Term.

Provider IDs

2.8 The Company will provide the Service Provider log in details ("Provider ID") to enable access and use of the Application.

2.9 The Service Provider warrants to maintain the Provider ID in confidence and not share or cause the Provider ID to be accessed

without your authorisation.

- 2.10 The Service Provider warrants to immediately notify the Company in writing of any actual or suspected breach or improper use or disclosure of the Provider ID or the Application.

Use of the App

- 2.11 You retain the sole right to determine when and for how long you will utilize the Application. Via the Application, the Service Provider possess the ability to accept, decline or ignore a User's request for Services or to cancel an accepted request for Services.
- 2.12 The Company retains the right to, at any time at Company's sole discretion, deactivate or otherwise restrict the Service Provider's access to the Application and/or the User(s) in the event of a violation of this Agreement, your disparagement of Company or any of its affiliates, an act or omission that causes harm to Company's or affiliates' brand, reputation or as determined by Company in its sole discretion. Company also retains the right to deactivate or otherwise restrict accessing or using the Application for any other reason at the sole and reasonable discretion of the Company.

Ratings

- 2.13 After receiving the Services, a User will be prompted by the Application to provide an individual post service individual reflection rating of themselves and well-being following the Service in comparison to how they were rating themselves prior to booking the session. This includes the delivery and, optionally, to provide comments or feedback about the delivered Service.
- 2.14 After providing the Service, the Service Provider will be prompted by Application to provide a rating of the User and, optionally, to provide comments or feedback about the User using standardised professionally

relevant tools. You warrant to provide this rating and do so in good faith.

Minimum Average Rating

- 2.15 The Company desires that Users have access to high-quality services via the Application. In order to continue to receive access to the Application, the Service Provider must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Company, as reasonably nominated by the Company from time to time ("Minimum Average Rating").
- 2.16 In the event the Service Provider's average rating falling below the Minimum Average Rating, the Company will notify the Service Provider and may, in Company's sole discretion, offer a reasonable period of time to raise the average rating above the Minimum Average Rating. If you do not increase your average rating above the Minimum Average Rating within the time period allowed (if any), the Company reserves the right to deactivate your access to the Application and terminate this Agreement.
- 2.17 The Service Provider agrees and acknowledges repeated failure to accept User requests for Service while logged into the Application, creates a negative experience for Users. If you do not wish to accept User requests for Allied Health Services for a period of time, you will log off of the Provider App.
- 2.18 The Company reserves the right to use, share and display the Service Provider's and User ratings and comments (de-identified for confidentiality purposes) in any manner in connection with the of Company. You acknowledge and agree that Company are distributors (without any obligation to verify) and not publishers of the Service Providers and Users' ratings and comments. The Company and its

Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Company's policies.

3. Use of Qualified Personnel

- 3.1 The Service Provider warrants that it and anyone who the Service Provider engages to perform the Services:
- (a) has the necessary expertise, experience, licences, registrations, professional indemnity, approvals, regulatory checks, insurances, consents and capacity required to perform their obligations and responsibilities, including the Services, in accordance with this Agreement; or
 - (b) will obtain the necessary expertise, experience, licences, registrations, professional indemnity, approvals, regulatory checks, insurances, consents and capacity required to perform their obligations and responsibilities, including the Services, in accordance with this Agreement before performing the Services.

Removal of Service Provider's Personnel

- 3.2 The Service Provider must promptly remove and replace any Service Provider personnel as reasonably requested by the Company. The parties acknowledge that it is reasonable for the Company to request the removal or replacement of Service Provider personnel at the Company's reasonable discretion.

4. Access Fee

Access Fee

- 4.1 In consideration of the Service Provider accessing requests for the Service via the Application, the Service Provider will pay to

the Client the Access Fee. The Service Provider will pay to the Client the Access Fee in accordance with this Agreement.

- 4.2 When a session has been created by the User via the Application and payment made by the User, the Application will directly deduct the Access Fee and automate payment to the Company.
- 4.3 The Service Provider is not entitled to recover any charge or expenses for the supply of goods, the performance of the Services, the provision of any benefit or the performance of any acts, even if required to do so under this Agreement, from the Company. This is to be contemplated in the fee the Service Provider charges the User.
- 4.4 Should additional costs be required to perform Services not contemplated by this Agreement, the Service Provider warrants to bear this cost themselves and not seek reimbursement from the Company.
- 4.5 The Access Fee calculation will be based on a percentage, reasonably determined by the Company from time to time and relayed to the Service Provider, of the Service Fee the Service Provider charges the User for the Service.
- 4.6 Company reserves the right to change the Access Fee at any time in Company's reasonable discretion based upon local market factors, and Company will provide the Service Provider with notice in the event of such change.

Cancellation

- 4.7 By entering into this Agreement, the Service Provider acknowledges and agrees that a User may cancel a booked Service appointment prior to receiving the Service. In the event, should the cancellation take place no more than 3 hours before the scheduled Service appointment, the Company reserves the right to charge the User a cancellation fee ("Cancellation Fee").
- 4.8 The Cancellation Fee amount will be

determined by the Company with the sometimes consultation of the Service Provider. The Cancellation Fee will be distributed between the Company and the Service Provider.

- 4.9 Should the Service Provider cancel a booked Service Appointment within 3 hours of the scheduled time, the User will be refunded the Service Fee and this will be noted against the Service Providers rating.

5. Term

- 5.1 This Agreement begins on the Commencement Date and ends on the Expiry Date, unless it ends earlier in accordance with this Agreement.

6. Location

- 6.1 The Service Provider will perform part or all of the Services in such places and locations as the Service Provider considers reasonably appropriate to the type and nature of the requirements of the User. Should the Company not consider the location appropriate, the Company will notify the Service Provider and the Service Provider must desist from use of that location as directed by the Company.
- 6.2 The Parties agree that should the performance of part or all of the Services take part in places which incur additional fees, such costs will be borne by the Service Provider.
- 6.3 Service Provider may request/nominate locations only prior to entering into this Agreement. Should the Company agree to same, such location(s) may, at the discretion of the Company, attract a higher Access Fee.

7. Intellectual Property

- 7.1 The Company owns all rights and interests in any Intellectual Property (including copyright in any document, or ownership of any, invention, design, or trademark) that is created in the course of or in relation to the performance of the Services.

- 7.2 For sake of clarity, the Company does not seek to claim ownership of health and/or medical records of the User following the delivery of the Service by the Service Provider.

8. Licence

Service Provider Licence

- 8.1 The Company grants the Service Provider a perpetual, royalty-free, non-exclusive, irrevocable licence to use any Intellectual Property specified in sub-clause 7.1 to the extent necessary for the Service Provider to perform the Services, as intended by the Parties, without infringing the Company's Intellectual Property Rights.

Indemnity

- 8.2 The Service Provider must:
- (a) at the Company's request and discretion:
 - (i) defend at no cost to the Company, all infringement Claims; or
 - (ii) provide, at no cost to the Company, all reasonable assistance required by the Company to defend any infringement Claim;
 - (b) indemnify the Company against all costs (including legal costs on a solicitor and own client basis), losses, damages and expenses that the Company may sustain or incur as a result of an infringement Claim; and
 - (c) satisfy any settlement of or judgement given in an infringement Claim.

Other Remedies

- 8.3 If, as a result of any infringement Claim, the Company is prevented from using the results of the Services, the Service Provider must, at the Company's option and at the Service Provider's cost:
- (a) promptly procure for the Company

the right to use the results of the Services on reasonable commercial terms as contemplated under this Agreement free of any claim or liability for infringement;

- (b) promptly procure for the Company replacement goods or materials which comply with the Services; or
- (c) promptly modify any relevant goods or materials so that they cease to infringe those rights (while still complying with the applicable Services).

9. Warranties and Guarantees

- 9.1 The Service Provider acknowledges that Company has relied on the warranties provided by the Service Provider in this Agreement before entering into this Agreement.
- 9.2 This Agreement includes, by implication, only those warranties, conditions and terms that:
- (a) law or legislation implies into this Agreement; and
 - (b) law or legislation prohibits the Parties from modifying, excluding or contracting away.
- 9.3 If the Service Provider performs the Services negligently or materially is in breach of this Agreement, then if requested by the Company, the Service Provider will re-perform the Services.
- 9.4 Throughout the Term, the Service Provider warrants to comply with all relevant legislation, regulations, guidelines, codes and the requirements of the Commonwealth, State and local government departments, bodies and public authorities so far as the same may affect or apply to the Service Provider or the Services, and the Service Provider warrants to indemnify the Company from and against all actions, costs, charges, Claims and demands in respect thereof.

- 9.5 Prior to the Commencement Date, the Service Provider warrants to have done everything that would reasonably be expected of a prudent, compliant and experienced Service Provider in:
- (a) assessing the scope of the Services and the risks that it is assuming under this Agreement;
 - (b) satisfying itself that the Service Fees will contain sufficient allowances for full scope of the Services and protecting itself against any identified risks eventuating.

9.6 Without limiting clause 9.5, the Service Provider warrants that prior to the Commencement Date it has:

- (a) properly informed itself of the nature of the Services and materials and expertise necessary for the Services;
- (b) informed itself of all applicable laws, with which the Service Provider warrants to comply in supplying the Services; and
- (c) obtained all necessary professional and technical advice in respect of the matters referred to in this clause 9.5.

10. Insurance

- 10.1 The Service Provider must effect and maintain the insurance specified in Item 6 of Schedule 1 for all the Service Provider's obligations under this Agreement.

11. Termination

Expiry

- 11.1 The Agreement ends automatically and immediately on the Expiry Date, unless:
- (a) the Parties otherwise agree in writing; or
 - (b) it ends earlier in accordance with the Agreement.

Immediate Termination

- 11.2 Unless the Service Provider agrees otherwise, in writing, the Agreement automatically and immediately ends if an Insolvency Event happens in relation to the Service Provider.
- 11.3 The Agreement will immediately terminate if, in the absolute discretion of the Company, the Service Provider engages in unethical practices, does not possess the legal ability to perform the Services or misrepresents their abilities.

Termination for Default

- 11.4 The Company may, by written notice to the Service Provider, deactivate or otherwise restrict the Service Provider's access to the Application and the Users and/or immediately terminate this Agreement if the other Service Provider fails to comply with or observe any of the provisions of this Agreement and:
- (a) the failure is not capable of remedy; or
 - (b) where that failure is capable of remedy, the Service Provider fails to remedy such a failure within for 20 Business Days of receiving written notice from the Party specifying the failure and requiring it to be remedied within 20 Business Days of receiving the notice.

Mutual Termination

- 11.5 The Parties may terminate this Agreement, at any time, by mutual agreement in writing.

Obligations on termination of this Agreement

- 11.6 On termination of this Agreement for any reason, the Service Provider must pay that Company any Service Fees paid by the Application to the Service Provider in advance for any Services not yet performed under this Agreement.

Early termination charges

- 11.7 The Service Provider must take all reasonable

steps to mitigate the costs in relation to termination as the Company will not be required to pay any costs to the extent that they could have been avoided or reduced by taking such steps.

12. Resolution of Disputes

- 12.1 Subject to sub-clause 12.2, the Parties must not file any initiating process with any court in respect of any dispute arising out of this Agreement (**Dispute**) until:
- (a) they have complied with sub-clause 12.4; or
 - (b) if the Dispute has been referred to mediation in accordance with sub-clause 12.5, those mediation proceedings end.
- 12.2 Sub-clause 12.1 does not apply to applications for urgent injunctive, declaratory or other interlocutory or equitable relief before an appropriate court.
- 12.3 If a Party believes that there is a Dispute, that Party may notify the other Party, in writing, of the nature and substance of the Dispute.
- 12.4 The Parties must attempt to resolve any Dispute notified under sub-clause 12.3 through good faith negotiations.
- 12.5 If any Party believes that the Dispute has not been resolved in accordance with sub-clause 12.4 within 20 Business Days of notice being given in accordance with sub-clause 12.3, they may give the other Party a written notice requiring that the Dispute be referred to mediation.
- 12.6 If the Dispute is referred to mediation in accordance with sub-clause 12.5, the mediator will be as agreed between the Parties or such other person as appointed by the President of the Law Society of the Jurisdiction specified in Item 7 of Schedule 1.
- 12.7 Each Party in the Dispute must pay an equal share of the costs of mediation.

13. Confidential Information

13.1 In this clause, **Confidential Information** means any information:

- (a) about the terms of this Agreement;
- (b) which a Party obtains under or arising out of this Agreement of a confidential nature; and
- (c) which a Party indicates, in writing, as being confidential in nature;

but does not include:

- (d) information that is generally available in the public domain; or
- (e) information already known by the Party prior to receiving the information.

13.2 The Parties must not disclose any Confidential Information without the prior written approval of the other Parties, except:

- (a) to its professional advisers, bankers, financial advisers and financiers upon those persons undertaking to keep confidential any information so disclosed; or
- (b) to comply with any applicable law or the requirements of any regulatory body (including any relevant stock exchange).

13.3 The Service Providers agrees to and acknowledges that the Company may require the Service Provider and its employees, agents and/or subcontractors to sign a confidentiality agreement in a form that the Company approves.

Data Protection

13.4 Without limiting any provision of this Agreement:

- (a) The Service Provider warrants to take all reasonable measures in accordance

with currently accepted commercial practice and applicable legislation to preserve and protect the integrity of any and all confidential and Personal Information which comes into its power, possession or control or to which Service Provider otherwise has access, and to prevent any loss of the confidential and Personal Information.

- (i) This includes ensuring the Service Provider and its employees and agents have received the appropriate training and warrant to abide by the Service Provider's policies and procedures to ensure all confidential and Personal Information will be protected from being accessed by unauthorised persons.

13.5 The Service Provider agrees to indemnify the Company fully against all liabilities, costs and expenses which the Company may incur as a result of any breach of this clause 13. This clause survives termination of the Agreement.

14. Jurisdiction

14.1 This Agreement is governed by the laws of the Jurisdiction specified in item 7 of Schedule 1.

14.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of the Jurisdiction.

14.3 No Party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

15. Whole Agreement

15.1 This Agreement embodies the whole Agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all oral and written negotiations and communications by or on behalf of any of them.

16. Survival of Certain Terms

16.1 The terms of this Agreement which are capable of having effect after this Agreement ends continue to have full effect, including clauses in relation to:

- (a) protection of confidential information; and
- (b) guarantees, warranties and indemnities.

17. General Definitions

17.1 Unless the context otherwise requires:

- (a) **Agreement** means this Agreement and schedules and annexures to it, as amended and substituted from time to time.
- (b) **Business Day** means a day except a Saturday or Sunday or other public holiday.
- (c) **Claim** means any claim, suit, action, demand, or right.
- (d) **Confidential Information** means any information:
 - (i) about the existence of this Agreement;
 - (ii) about the terms of this Agreement;
 - (iii) which a Party obtains under or arising out of this Agreement of a confidential nature; and
 - (iv) which a Party indicates, in writing, as being confidential in nature;
 but does not include:
 - (v) information that is generally available in the public domain; or
 - (vi) information already known by the Party prior to receiving the information.
- (e) **Consequential Loss** includes all forms of indirect loss including loss of

revenue, loss of profits, failure to recognise profits or savings and any other commercial and economic loss, howsoever caused.

- (f) **GST** has the meaning given in the GST Act.
- (g) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (h) **Insolvency Event** in relation to any Party means, except in the ordinary course of business:
 - (i) a liquidator, provisional liquidator, receiver, trustee in bankruptcy, or any form of external administrator is appointed in respect of the Party;
 - (ii) the party proposes to its creditors a scheme of arrangement, deed of company arrangement or similar composition or arrangement involving any class of its creditors;
 - (iii) a controller is appointed over or takes possession of all or a substantial part of the Party's assets or undertakings;
 - (iv) the Party is deemed insolvent under any relevant law;
 - (v) if the Party is a natural person – they die or become permanently mentally incapacitated or disabled;
 - (vi) any step is taken by the Party to obtain protection from its creditors, under any applicable legislation; or
 - (vii) anything analogous or having a substantially similar effect to any of the events specified above happens in respect of a Party under the law of any applicable jurisdiction.
- (i) **Intellectual Property** means all

existing or future species of industrial and intellectual property, whether registered or unregistered, registrable or not:

- (i) as defined in Article 2 of the World Intellectual Property Organisation (WIPO) Convention; or
- (ii) recognised by any statute or any principle of law or equity,

including copyrights, patents, designs, trade marks, circuit layout rights, confidential information, trade secrets and the right to register all such intellectual or industrial property rights.

- (j) **Intellectual Property Rights** means all rights arising from any statute, or principle of law or equity in relation to Intellectual Property.
- (k) **Liability** means responsibility for any loss (either direct or indirect), damage, or expense and includes liability for Consequential Loss.
- (l) **Party** means a person or entity who executes this Agreement.
- (m) **Parties** mean all the persons or entities who execute this Agreement.
- (n) **Personal Information** means personal information as defined under Privacy Act 1988 (Cth).

Schedule 1	
Item	Detail
Item 1	<p>Service Provider: Registered Professional within domain thehelpnow.org</p> <p>Name: As listed within services</p> <p>ABN / ACN:</p> <p>Address:</p>
Item 2	<p>Company:</p> <p>Name: The Help Now Group Pty Ltd</p> <p>ACN: 618 763 483</p> <p>Address: 29 Jardine Street, Kingston ACT</p>
Item 3	<p>Commencement Date: Date of registration on thehelpnow.org</p>
Item 4	<p>Expiry Date: Request for de-registration</p>
Item 5	<p>Access Fee: 20% of sessional rate / services rendered</p>
Item 6	<p>Insurance:</p> <ul style="list-style-type: none"> Professional Indemnity Police Check Working with Children Working with vulnerable persons Appropriate registrations and licences legally required
Item 7	<p>Jurisdiction: Western Australia, New South Wales, South Australia, Tasmania, Australian Capital Territory, Victoria, South Australia</p>

Schedule 2 - Services

The Service Provider agrees to provide the following services:

1. The provision of point to point allied health services including but not limited to Psychology, Counselling, Massage, Physiotherapy, Occupational Rehabilitation Consultancy, Chiropractor, Exercise Physiology, Rapid Critical Response, Employee Assistance Program Services to Users of the Application.

Execution Page

By registering and verifying your profile on Company platform at thehelpnow.org you have 'Accepted' By clicking "I accept" or signing below (as such may be required by applicable law), you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that you agree to be bound by the terms and conditions of the Agreement, and that you are legally competent to enter into this Agreement with the Company.