

SERVICE AGREEMENT- CONSULTING

This Service Agreement for Consultancy is made on

_____ day of _____ 20____

by and between:

Mr. Peter H. Selleck, having his business registered address at 65 Rowell Avenue
Camberwell VIC 3124 hereinafter referred as the Consultant;

AND

of _____

hereinafter referred to as the Client.

The Client wishes to engage the Consultant and the Consultant agrees to perform the services as provided in Annexure-A, as agreed between both the parties. Now therefore, based on mutual covenants, the parties agree as follows:

1. Services: The Consultant agrees to perform the services and provide the deliverables set out in Annexure-A to this Agreement. All Attachments referred to herein are made an integral part of this Agreement. Any change in the Services shall be mutually agreed in writing.

2. Term: This Agreement shall commence on the Effective Date and shall continue thereafter for one year, unless terminated earlier as provided herein.

3. Time of Performance: The Consultant agrees that the Services shall commence from the date shown in Annexure-B and shall continue until the date shown in Annexure-B.

4. Compensation: As full consideration for performance of the Services, the Company shall pay the Consultant the amount shown in Annexure-C. While performing the Services, the Consultant shall be entitled to be reimbursed reasonably. The Consultant shall submit an invoice requesting proper payment no more often than twice each month, which invoice shall be payable within 7 days by the Client unless the amount thereof is reasonably in dispute.

5. Ownership of Material: It is agreed and understood by the Consultant that any reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under this Agreement shall belong to and remain the property of the Client. The Client expressly acknowledges that the methodology, system and know how in what is called the Oxor Method™ remains at all times with the Consultant and cannot be used without express written permission.

6. Confidentiality: The Consultant shall not, during the term of this Agreement and within ten years after its termination or expiration, disclose any proprietary or confidential information relating to the Services or the Client, this Agreement or the Client's business or operation without the prior written consent of the Client, to any third party. The Consultant may use material generated by the Oxor Method™ as an example of work completed providing names are changed and the Client cannot be identified.

7. Termination: The Client or the Consultant at the end of any calendar month, with no further Consulting Fees payable for the months following such cancellation, may terminate this Agreement. This Agreement shall automatically terminate upon the death or disability of Consultant.

7. Law Governing Contract: This Agreement shall be governed by the laws of Victoria, Australia as applicable thereto.

8. Dispute Resolution: Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to arbitration by a single arbitrator in Victoria, Australia in accordance with the International Arbitration and Mediators Association. (IAMA).

Signed by the parties as follows:

Peter H Selleck, Consultant

_____ Client

Annexure-A – Services

Annexure-B – Dates

Commencement Date _____

Finishing Date _____