

Willow Box Pty Ltd ATF Willow Box Trust

ABN: 83 401 766 067

Contract for Service Provision No 111

This Agreement is entered into as of the 25th day of October 2016, between Money3 Corporation Limited ("the Company") and Willow Box Pty Ltd ATF Willow Box Trust ("the Contractor").

1. Independent Contractor

Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor to provide the services of:

- Adam Gilmore ("the Consultant")
- George Lasitha ("the Consultant")

As independent consultants to perform the services set forth herein, and the Contractor hereby accepts such engagement.

2. Duties

Willow Box Pty Ltd ATF Willow Box Trust will deliver the services as set out in accompanying documents:

- Money3 Data Warehouse project Brief.
- Money3 Data Warehouse Matrix.

3. Scope

The scope of this engagement is outlined in the accompanying 'Money 3 Data Warehouse Brief Proposal' and 'Money3 Data Warehouse Bus Matrix' documents. This contract ends at the completed delivery of the scope.

From time to time the Company may request additions to the scope. If the contractor delivers these additions to the scope, they will be invoiced separately and in addition to the schedule of fees for this project.

4. Fees and Payment

The fee schedule is outlined in the accompanying 'Money 3 Data Warehouse Brief Proposal'.

5. Confidentiality

The Contractor acknowledges that during the engagement the Consultant(s) will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures.

The Contractor agrees that the Consultant(s) will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Consultant(s) or otherwise coming into the Consultant(s)'s possession, shall remain the exclusive property of the Company.

The Contractor agrees that the Consultant(s) shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor agrees that the Consultant(s) shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in their possession or under their control.

The Contractor agrees that the Consultant(s) will not disclose information regarding their retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of their relationship to the Company and of the services hereunder.

6. Conflicts of Interest; Non-hire Provision

The Contractor agrees that they are free to enter into this Agreement, that they can legally offer the services of the Consultant(s) and that this engagement does not violate the terms of any agreement with any third party.

Further, the Contractor agrees that the Consultant(s), in rendering their duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which they do not have a proprietary interest. During the term of this agreement, the Contractor agrees that the Consultant(s) shall devote as much of their productive time, energy and abilities to the performance of duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor agrees that the Consultant(s) is expressly free to perform services for other parties while performing services for the Company.

7. Limitation of Liability

Each party's total cumulative liability, whether in contract or tort or otherwise in connection with any services provided under this Agreement will not exceed the amount of fees paid under that Agreement.

In no event will either party be liable for any consequential, indirect, exemplary, special or incidental damages, including lost data, lost profits, lost revenue or lost opportunity arising from or relating to this Agreement, other than in relation to a breach of Sections 5 and 6, regardless of whether the loss was within the contemplation of the parties at the time of entering into this Agreement or not. Each party

acknowledges that the fees reflect the allocation of risk between the parties and that the other party would not enter into this Agreement without those limitations on that party's liability.

8. Merger

This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

9. Termination

The Company may terminate this Agreement at any time by fifteen (15) days written notice to the Contractor. In addition, if the Contractor or the Consultant(s) is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

The Contractor may terminate this Agreement at any time by fifteen (15) days prior written notice to the Company. The Contractor, by written notice, may terminate this Agreement immediately upon the Company's material breach of this Agreement. The Company shall have fifteen (7) days to cure the alleged breach.

At the termination of the contract, any unpaid and un-invoiced fees for the completed and current milestones of the project come due.

10. Independent Contractor

This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturers with the Company for any purpose. The Consultant(s) is and will remain an independent contractor in their relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for recreation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

11. Intellectual Property Rights

Despite any other clause in this Agreement, and subject to this clause, the Contractor indemnifies the Company in connection with claims or proceedings brought by third parties asserting Intellectual Property Rights in the services or products delivered to the Company.

All Intellectual Property Rights developed by the Consultant(s) as part of this engagement will be wholly owned by the Company.

12. Insurance

The Contractor will carry liability insurance relative to any service that the Consultant(s) performs for the Company.

13. Choice of Law

The laws of Queensland shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

14. Waiver

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

15. Assignment

The Contractor agrees that the Consultant(s) shall not assign any of their rights under this Agreement, or delegate the performance of any of their duties hereunder, without the prior written consent of the Company.

16. Substitution

The Contractor reserves its right to substitute appropriately qualified consultants, and engage additional consultants as it sees fit to complete the work schedule as described in the 'Money3 Data Warehouse Matrix' project.

17. Restraint

The Company may not directly or indirectly solicit for employment or provision of services from the Consultant(s) at any time during this agreement or for a period of 12 months after the end of this Agreement.

18. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing.

19. Modification or Amendment

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

20. Entire Understanding

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

21. Unenforceability of Provisions

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect. IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

Willow Box Pty Ltd ATF Willow Box Trust

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For Money3 Corporation Limited

Signed on behalf of Willow Box Pty Ltd ATF Willow Box Trust:

Signature:  Date: 17/10/2016

Name: Adam Gilmore

Title: Director

Signed on behalf of Money3 Corporation Limited:

Signature: _____ Date: _____

Name: _____

Title: _____