

SERVICES AGREEMENT

This Services Agreement (this "Agreement") is made and entered into as of this 29th day of June 2019, by and between **DeMolay International**, a Missouri nonprofit corporation ("Provider"), and **DeMolay Australia Ltd**, an Australian Corporation ("Recipient").

Provider is an international charitable youth organization committed to the development of character and leadership skills for young men.

Provider provides online advisor training (the "Online Training") for its volunteer leaders.

Recipient desires to utilize Provider's Online Training for Recipient's volunteer leaders and Provider is willing to provide access to the Online Training upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Access to Training. During the Term, Provider will provide access to the Online Training to individuals approved in writing by the authorized representative of Recipient (each, a "Volunteer Leader").

2. Certificate of Completion

(a) Upon the successful completion of the Online Training, each Volunteer Leader shall receive a certificate, stating that the Volunteer Leader has completed the Online Training; *provided, however*, that the certificate shall remain the property of Provider and shall be returned to Provider upon written demand by Provider.

(b) Possession of such certificate does not certify the Volunteer Leader as a "DeMolay Advisor" or "Adult Worker", nor does it designate the Volunteer Leader as, or entitle the Volunteer Leader to, a supervisory role in either Provider or Recipient.

(c) Recipient acknowledges and agrees that Provider (i) will not conduct any background or other checks or investigations of the Volunteer Leaders, (ii) makes no representations or guarantees regarding the qualifications or suitability of any Volunteer Leader to serve as a registered "DeMolay Advisor" or "Adult Worker", and (iii) does not assume any responsibility or liability for the conduct or actions of any Volunteer Leader.

3. Modules. The term "Online Training" as used in this Agreement means only those training modules available as of the date of this Agreement. Access to additional modules created after the date hereof will only be granted if this Agreement is amended to include such modules.

4. License Fees. Recipient shall pay to Provider \$50 USD per Volunteer Leader approved for the Online Training, payable in advance. If Recipient rescinds a Volunteer Leader's authorization to take the Online Training prior to the Volunteer Leader beginning the first module, a refund shall be issued, less any processing fees. No refunds shall be issued after a Volunteer Leader has begun the first module.

5. Rights in Online Training. Recipient acknowledges and agrees that Provider is the owner of the Online Training, and Recipient will not dispute, contest, or challenge, directly or indirectly, the validity or

enforceability of Provider's ownership of or right in the Online Training, nor will it take any action that is inconsistent with Provider's exclusive ownership of or rights in the Online Training. All rights in and to the Online Training are retained by Provider for its own use, except for the specific access rights licensed to Recipient under this Agreement. Provider reserves the right to use, and to license other parties to use, the Online Training throughout the world for any purpose Provider may determine.

6. Term. This Agreement shall be effective on the date hereof and shall continue for a period of two years; *provided, however*, that either party may unilaterally terminate this Agreement at any time for any reason or no reason by written notice to the other party (the period from the effective date of this Agreement until the termination of this Agreement, the "Term"). Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 7 through 17 shall survive any termination of this Agreement.

7. Limitation of Liability. Provider makes no representations or warranties, express or implied, in respect of the Online Training and all such representations and warranties are hereby expressly disclaimed. Neither Provider nor any of its direct or indirect officers, directors, managers, principals, employees, agents, representatives or affiliates (each a "Related Party" and, collectively, the "Related Parties") shall have any liability (whether direct or indirect, in contract or tort, or otherwise) to Recipient or its Related Parties related to or arising out of the Online Training, for any loss, liability, damage, cost or expense, unless such loss, liability, damage, cost or expense shall be determined, in a final judgment from which no further appeal may be taken, to have resulted solely from the willful misconduct of Provider. In no event will Provider or any of its Related Parties be liable to Recipient or any of its Related Parties for special, indirect, punitive or consequential damages, including, without limitation, loss of profits or lost business, even if Provider or any of its Related Parties has been advised of the possibility of such damages. Under no circumstances will the liability of Provider and its Related Parties under this Agreement or otherwise in connection with the Online Training exceed, in the aggregate, the fees actually paid to Provider hereunder.

8. Indemnification. Recipient shall, to the maximum extent not prohibited by applicable law, indemnify and hold harmless Provider and each of its Related Parties (each, an "Indemnified Party") from and against any and all losses, suits, actions, proceedings, demands, judgments, claims, damages and liabilities, joint or several, to which any Indemnified Party may become subject, caused by, related to, arising out of or otherwise in connection with the acts or omissions of Recipient or its Related Parties and/or the Online Training.

9. Independent Contractor. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Provider shall be an independent contractor pursuant to this Agreement. Nothing in this Agreement shall be deemed or construed to enlarge the duties and responsibilities, if any, of Provider or any of its Related Parties.

10. Notices. All notices shall be in writing (including by electronic mail), postage prepaid, and shall be addressed to the parties hereto at their respective addresses set forth below:

If to Provider: DeMolay International
Attn: Executive Director
10200 NW Ambassador Drive
Kansas City, MO 64153
DeMolay@DeMolay.org

If to Recipient: DeMolay Australia
Attn: Company Secretary
Masonic Memorial Centre
311 Ann Street
Brisbane Qld 4000
coy-sec@demolay.org.au

All such notices and communications shall be deemed effective on (a) the date of transmission, if sent by electronic mail, with confirmed answer back, (b) the date that is 10 calendar days after the date on which deposited or sent, if sent by mail or (c) the date that is 2 calendar days after the date deposited with an overnight carrier service. Each party hereto may change its address for purposes hereof by notice given to the other party in the manner prescribed herein.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

12. No Third-Party Beneficiaries. Except as provided in Sections 7 and 8, (a) this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and (b) nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

14. Amendment and Waiver. Any provision of this Agreement may be amended only in a writing signed by each of the parties hereto. No waiver of any provision hereunder, or any breach, default or misrepresentation hereunder, shall be valid unless the same shall be in writing and signed by the party making such waiver, and no such waiver shall extend to or affect in any way any other provision or prior or subsequent breach, default or misrepresentation.

15. Governing Law. This Agreement and the rights of the parties under it will be governed by and construed in all respects in accordance with the laws of the State of Missouri, United States of America, without regard to the conflicts of laws principles of such state.

16. Arbitration

(a) Any dispute, controversy or claim arising out of or relating to this Agreement shall be finally resolved by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association, which Rules are deemed incorporated herein by this reference. The arbitration proceedings shall be held in the Kansas City, Missouri, metropolitan area. The arbitration shall not have or exercise the powers of an *amiable compositeur* and shall not decide the dispute *ex aequo et bono*. The arbitrator shall determine the matters in dispute in accordance with the law specified in Section 15 hereof.

(b) Each party hereto irrevocably and unconditionally consents to service of process upon it in any proceeding brought to obtain interim injunctive relief or to enforce an arbitral award rendered pursuant to this Section 16 hereof by mailing copies of any notice or pleadings thereof by international registered mail, postage prepaid, return receipt requested, to it at its address specified in Section 10. The foregoing shall not limit the right of either party to serve process in any other manner permitted by applicable law and shall not limit the ability of either party to bring any such proceeding or to obtain

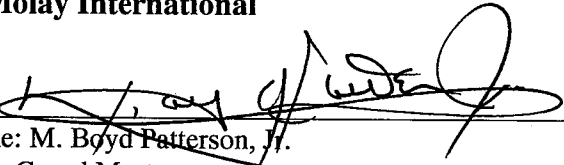
execution of any judgment rendered in any such proceeding in any other jurisdiction in which the other party hereto or any of its property or assets may be found.

(c) Each party agrees that final judgment on an arbitral award rendered against it in any action or proceeding relating in any way to this Agreement shall be conclusive and may be enforced, to the extent permitted by applicable law, in any other jurisdiction within or outside the United States of America by suit on the judgment, a certified copy of which judgment shall be conclusive evidence thereof, or by such other means provided by applicable law.


17. **Counterparts.** This Agreement may be executed in counterparts and delivered by facsimile, portable document format (pdf) transmission or other electronic format, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Services Agreement on the date first written above.

DeMolay International

By: 
Name: M. Boyd Patterson, Jr.
Title: Grand Master

DeMolay Australia Ltd

By: 
Name: Trevor Green
Title: Supreme Grand Master