

Services Agreement

THIS AGREEMENT is made on

Popo Fibib Pty Limited
C/- BJI Accountants
of 69-71 Wacker St
Nth Sydney 2060
(Consultant)

and

Crown Resorts Limited
ABN 39 125 709 953
of 8 Whiteman Street, Southbank, Victoria 3006
(Crown)

The parties agree as follows:

1 Services

- 1.1 The Consultant is engaged by Crown to provide the Agreed Services on the terms set out in this Agreement (**Engagement**).
- 1.2 The Consultant's Engagement commences on **8 March 2021** and ends on **8 September 2021** unless terminated in accordance with clause 5 (**Term**) or extended by agreement between the parties.
- 1.3 The Consultant's relationship with Crown will be one of principal and independent contractor and nothing contained in this Agreement will constitute or deem the Consultant or any of its employees, contractors, directors or officers to be an employee of Crown. The Consultant acknowledges that Crown will not make any payments other than the Fee to it or its employees, contractors, directors or officers in respect of superannuation, public holidays, annual leave, parental leave, personal/carer's leave, long service leave, redundancy or notice of termination.

2 Consultant's obligations and warranties

- 2.1 The Consultant must, and will ensure that its employees, contractors, directors and officers (as relevant):
 - (a) liaise and co-operate with Crown in relation to the time, manner and place for the performance of the Agreed Services;
 - (b) provide the Agreed Services faithfully and diligently, in a safe and professional manner, with due care, skill and attention;
 - (c) only perform the Agreed Services under this Agreement to the extent that they can be undertaken with the licences and approvals that the Consultant or its employees or directors hold at the time the services are being performed;
 - (d) provide all equipment necessary to provide the Agreed Services except such materials and equipment already provided by Crown to the Consultant or its employees or directors;
 - (e) abide by all workplace health and safety, site security, site access and other policies of Crown in relation to the performance of the Agreed Services;

- (f) only use software and hardware systems which have been approved by Crown and which provide adequate data security in the performance of the Agreed Services;
- (g) not hold itself out as being authorised to exercise any responsibilities for, or on behalf of, Crown unless expressly authorised by Crown;
- (h) use all proper means to maintain, improve and extend Crown's business and further its reputation, goodwill and interest and maintain the confidentiality of Confidential Information; and
- (i) act lawfully and comply with the provisions of all applicable statutes, rules and regulations (including without limitation the *Competition and Consumer Act 2010* (Cth)), and all relevant policies and procedures of Crown in performance of the Agreed Services.

3 Fee for services

- 3.1 Crown will pay the Consultant for providing the Agreed Services at the rate set out in **Schedule 1 (Fee)** and on provision of a tax invoice by the Consultant that complies with all requirements of any applicable legislation relating to goods and services taxation (**GST**).
- 3.2 Crown will reimburse the Consultant for all reasonable out-of-pocket expenses properly incurred by the Consultant in providing the Agreed Services.
- 3.3 Crown will pay the Fee monthly in respect of services rendered in the preceding month subject to provision of an invoice by the Consultant within 14 days of performing those services.

4 Responsibility for insurance, taxes and superannuation

- 4.1 The Consultant acknowledges that it is not, in its own respect and in respect of its employees, contractors, directors and officers, entitled to the benefit of any accident, third party, public liability or indemnity policies of insurance or any workers' compensation policies which may be in force for the benefit or protection of Crown's employees.
- 4.2 If required by Crown, the Consultant must make reasonable arrangements for accident, third party, public liability and indemnity insurance and workers' compensation insurance in respect of the Consultant and its employees, contractors, directors and officers.
- 4.3 The Consultant acknowledges that it is responsible for the payment of all taxes and taxation obligations, except GST, in respect of the performance of the Agreed Services.
- 4.4 The Consultant acknowledges that the Fee is paid in satisfaction of all obligations that Crown has to pay or contribute money in respect of the engagement of the Consultant and may be applied to any and all legal obligations that Crown may have in that regard. Crown may deduct amounts from the Fee in respect of:
 - (a) any taxation that Crown is required by law to deduct from the Fee;
 - (b) any amount authorised by the Consultant to be deducted; or
 - (c) any other amounts that Crown is permitted or required by law to deduct or to pay to any other person, party or entity.

5 Termination

- 5.1 This Agreement may be terminated by either party at any time and for any reason (or no reason) by giving written notice to the other party of at least one month prior to the expiry of the Term. If either party provides notice of termination, Crown may elect to have the Engagement end at any time.

- 5.2 Crown is entitled to terminate the Engagement with immediate effect at any time prior to the expiry of the Term (without any requirement to provide notice) if:
- (a) the Consultant and its employees, contractors, directors and officers involved in the provision of the Agreed Services are unable or unwilling to provide the Agreed Services as and when required by Crown;
 - (b) the Consultant or its employees, contractors, directors and officers involved in the provision of the Agreed Services breaches any material provision of this Agreement;
 - (c) the Consultant or its employees, contractors, directors and officers involved in the provision of the Agreed Services engage in serious misconduct, including but not limited to dishonesty, theft, fraud, gross negligence, assault, harassment or any form of unlawful conduct;
 - (d) the Consultant or its employees, contractors, directors and officers involved in the provision of the Agreed Services commit an act of gross negligence in connection with the performance of the Agreed Services;
 - (e) the Consultant is charged with or convicted of any criminal offence which, in Crown's opinion, may embarrass or bring Crown into disrepute;
 - (f) the Consultant acts in a manner which in the reasonable opinion of Crown could cause significant damage to the interests or reputation of Crown; or
 - (g) the Consultant is declared bankrupt.
- 5.3 The Engagement will terminate automatically at the conclusion of the Term, without the need for either party to give notice unless terminated earlier under clause 5.1 or 5.2. There is no obligation on Crown to continue the Engagement after the conclusion of the Term.
- 5.4 If Crown terminates the Engagement at any time during the Term, Crown must make a payment to the Consultant equal to the amount the Consultant would have received for the remaining period of the Term.
- 5.5 If the Engagement of the Consultant under this Agreement ceases for any reason:
- (a) the Consultant must return to Crown all property of Crown in its possession, including without limitation Confidential Information and intellectual property; and
 - (b) the Consultant must not hold itself out as being in any way connected with or interested in the business of Crown or the Group.

6 Confidential information

- 6.1 The Consultant must, and will ensure that its employees, contractors, directors and officers (as relevant), during the term of this Agreement and following the termination or expiry of this Agreement:
- (a) not misuse any Confidential Information;
 - (b) not use any Confidential Information for any purposes other than as is reasonably required for the purpose of performing the Agreed Services or other obligations under this Agreement;
 - (c) maintain the secrecy of any Confidential Information;
 - (d) not disclose any Confidential Information;

- (e) refrain from using or attempting to use Confidential Information in any manner which will or may cause or be calculated to cause injury or loss to Crown;
 - (f) refrain from copying, transmitting, retaining or removing any Confidential Information, or attempting to do the same; and
 - (g) use its best endeavours to prevent the disclosure of any of the Confidential Information by or to third parties.
- 6.2 The Consultant will immediately notify Crown if it suspects Confidential Information has been improperly used or disclosed.
- 6.3 The Consultant acknowledges and agrees that:
 - (a) the Consultant will possess Confidential Information;
 - (b) disclosure of such Confidential Information may diminish the value of the Confidential Information and could materially harm Crown;
 - (c) the restrictions in this clause are reasonable in all the circumstances and necessary to protect the goodwill of Crown; and
 - (d) the remedy of damages may be inadequate to protect the interests of Crown and Crown is entitled to seek and obtain injunctive relief, or any other relief.
- 6.4 The Consultant's obligations under this clause survive the termination or expiry of this Agreement.

7 Intellectual property

- 7.1 The Consultant acknowledges and agrees that Crown owns all intellectual property rights in and to all materials created pursuant to this Agreement or created by the Consultant in the course of providing the Agreed Services, including any enhancements, modifications or improvements made to any of the materials during the Term and ownership of such materials will vest on creation in Crown.
- 7.2 The Consultant absolutely and unconditionally assigns all rights, title or interest, including any goodwill in the materials to Crown, and will do all things and execute all documents requested by Crown to give effect to such assignment.

8 Indemnities

- 8.1 The Consultant warrants that:
 - (a) it is not under any obligation or restriction that would interfere with or restrict it providing the Agreed Services; and
 - (b) all information it has provided to Crown is true and correct, and it has disclosed all information (including information of a personal nature) which is or could be relevant to the Engagement.
- 8.2 The Consultant is liable for, and agrees to indemnify Crown in respect of, any claim, action, damage, loss, cost, charge, expense, penalty, fine or payment which Crown suffers, incurs or is liable for and which arises (directly or indirectly) from or is referable to:
 - (a) the engagement of the Consultant or the provision of the Agreed Services;
 - (b) any breach by the Consultant of this Agreement.

- 8.3 The Consultant's obligations under this clause survive the termination or expiry of this Agreement.

9 Confidentiality of this Agreement

- 9.1 The Consultant agrees that it will keep the terms of this Agreement and any information relating to or giving rise to this Agreement, confidential, other than for the purpose of obtaining professional legal or accounting advice or as required by law.
- 9.2 Clause 9.1 does not apply if the Consultant has sought and Crown has provided prior written approval in relation to the disclosure of specific information the subject of clause 9.1.
- 9.3 The Consultant acknowledges that:
- (a) Crown has a legitimate interest in preserving the confidentiality of its commercial arrangements; and
 - (b) any breach of clause 9.1 will cause significant detriment to Crown's business.

10 General

10.1 Governing law

This Agreement is governed by the law in force in Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria in respect of any proceedings arising out of or in connection with this Agreement.

10.2 Entire Agreement

This Agreement states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

10.3 Severability

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

10.4 Waiver

In relation to this Agreement:

- (a) Crown's failure or delay to exercise a power or right does not operate as a waiver of that power or right;
- (b) the exercise of a power or right does not preclude its future exercise or the exercise of any other power or right;
- (c) a waiver of a power or right shall be ineffective unless in writing and executed by Crown; and
- (d) the waiver of a power or right shall be effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

10.5 Assignment

- (a) The Consultant must not assign or otherwise transfer, or attempt to assign or otherwise transfer, any right or obligation arising out of this Agreement, without the written consent of Crown.

- (b) Crown may assign part or all of its rights or obligations arising out of this Agreement with immediate effect by giving notice to the Consultant.

10.6 Alteration

This Agreement may only be altered or varied in writing signed by the parties.

10.7 Interpretation

- (a) In this Agreement:
 - (i) Headings and bold type are for convenience only and do not affect the interpretation of this Agreement.
 - (ii) The singular includes the plural and the plural includes the singular.
 - (iii) Words of any gender include all genders.
 - (iv) Other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.
 - (v) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government agency as well as an individual.
 - (vi) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Agreement.
 - (vii) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
 - (viii) No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of this Agreement or that provision.
 - (ix) Specifying anything in this Agreement after the words 'include' or 'for example' or similar expressions does not limit what else is included.
 - (x) Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.
 - (xi) A reference to dollars or \$ is to Australian currency.
- (b) This Agreement includes any schedule.

11 Definitions

In this Agreement:

"Agreement" means this Services Agreement, and any addenda, amendments, exhibits, schedules or specifications attached.

"Agreed Services" means the services described in **Schedule 2** to this Agreement.

“Confidential Information” means any information acquired by the Consultant or its employees, contractors, directors or officers in the course of or as a result of providing the Agreed Services, which is not in the public domain (other than as a result of a breach of confidence). It includes but is not limited to information belonging to Crown or the Group, and specifically includes:

- (a) inventions and discoveries;
- (b) client and customer lists, business plans and strategies and operating procedures;
- (c) trade secrets;
- (d) financial information; and
- (e) scientific, technical, product and service information.

“Group” means:

- (a) Crown;
- (b) all Related Bodies Corporate and associated entities of Crown;
- (c) any entity that controls, is controlled by or is under common control with, Crown;
- (d) any other entity that is connected with Crown or any other member of the Crown Group by a common interest in an economic enterprise, for example, a partner or another member of a joint venture; and
- (e) any present or past director, officer, employee or agent of any entity in the Crown Group.

“Related Body Corporate” has the same meaning as in the *Corporations Act 2001* (Cth) as amended from time to time.

EXECUTED as an Agreement

EXECUTED by an authorised signatory
for and on behalf of **Popo Fibib Pty
Limited:**

Personal Information

[Redacted Signature]

Signature of authorised signatory

KEN BACON

Name of authorised signatory

18/2/21

Date

Personal Information

[Redacted Signature]

Signature of witness

LINDA CHONG

Name of witness

18/2/21

Date

EXECUTED by an authorised
signatory for and on behalf of
**CROWN RESORTS LIMITED ABN
39 125 709 953:**

Personal Information

[Redacted Signature]

Signature of authorised signatory

HELEN COONAN

Name of authorised signatory

17/02/21

Date

Personal Information

[Redacted Signature]

Signature of ~~witness~~ **DIRECTOR**

ANTONIA KORSANOS 17/02/21

Name of ~~witness~~ **DIRECTOR** Date

SCHEDULE 1: FEE**Fee (excluding GST)**\$1.5 million (exclusive of GST) payable in
6 equal monthly instalments

SCHEDULE 2: AGREED SERVICES

The Consultant is engaged to provide the following Agreed Services:

1. Assist Crown in relation to the defence of any litigation against the Group;
2. Assist Crown in relation to the implementation of some or all of any recommendations arising from the Casino Inquiry being conducted by the Independent Liquor and Gaming Authority;
3. Assist the Chair of Crown in relation to governmental authorities or financial institutions;
4. Assist the Chair of Crown in relation to any aspects of the former position of Chief Executive Officer;
5. Other services as agreed between Crown and the Consultant.