

BILLBE: CONTRACT FOR SERVICES (BETWEEN OMNIVETA AND BARRISTER) ("SERVICES CONTRACT")

This Services Contract is a legal agreement between you (referred to throughout as "**Barrister**" or "**You**") and Omniveta Finance Pty Ltd (ABN 78 160 834 579) of L7, 143 York Street, Sydney 2000 (**Omniveta**). Omniveta offers the following service:

For a commission of as little as 6%, and in exchange for taking an assignment of the Barrister's right to be paid, Omniveta will pay 85% of the invoices selected by the Barrister within three (3) business days of the invoice being rendered on the client, with an additional 9% of the invoice payable in the event of timely payment by the client of the assigned debt (**Payment Service**).

By selecting "I accept" in the box marked below, You agree to be bound by the terms of this Services Contract.

1. Definitions

In this Services Contract the following words shall have the following meanings:

Barrister	Shall mean an Australian legal practitioner with a current and unrestricted practicing certificate issued by the New South Wales Bar Association.
Barrister Cancellation Notice	Means a written notice of no less than thirty (30) days terminating the Services Contract.
Barrister's Invoice	Shall mean an invoice generated by the "Billbe" website based on itemised time entries that a Barrister records pursuant to a Costs Agreement between the Barrister and the Client and comprising a statement of the sum of money due to the Barrister from the Client in respect of the professional service provided by the Barrister.
Client	Means the solicitor or direct-access client responsible for briefing the Barrister.
Commission	Means the proportion of the Barrister's invoice retained by Billbe as set out in Appendix 1 to this agreement.
Costs Agreement	Shall mean the agreement between a Barrister and a Client concerning costs that is governed by either the <i>Legal Profession Act 2004</i> (NSW) (and subordinate legislation) or the <i>Legal Profession Uniform Law 2015</i> (NSW) (and subordinate legislation).
Costs Legislation	Shall mean the <i>Legal Profession Act 2004</i> (NSW) (and subordinate legislation) or the <i>Legal Profession Uniform Law 2015</i> (NSW) (and subordinate legislation).
Customer	Shall mean the client of a solicitor.

Fees Clerk Services	Shall have the meaning set out in paragraph 2 of this Agreement.
Lesser Amount	Shall mean the amount, less than the face value of the Barrister's Invoice, that the Client agrees to pay after challenging a Barrister's Invoice.
Omniveta Cancellation Notice	Means a written notice of no less than 30 days terminating the Services Contract.
Services Contract	Shall mean this agreement which is conditional on the Barrister assigning the benefit of a Costs Agreement to Omniveta in respect of those Barrister's Invoices that the Barrister selects for the Upfront Fees Clerk Service.

2. Fees Clerk Service

- a. In consideration for the Barrister paying a Commission to Omniveta, Omniveta shall provide the following Fees Clerk Service to the Barrister.
- b. The Fees Clerk Service involves the Barrister assigning the benefit of the Costs Agreement that underpins the Barrister's Invoice referred to Billbe and entails Omniveta providing prompt payment of 85% of a Barrister's Invoice within three (3) business days of the Client recognising the Barrister's Invoice, with a further payment of up to 9% being paid to the Barrister within two (2) business days of the Client making a timely payment of the Barrister's Invoice to Billbe (where "timely payment" means payment by the client according to the Barrister's standard payment terms of thirty (30) days. Where the Client takes longer than 30 days to pay the Barrister's Invoice to Omniveta, the size of the further payment is reduced in accordance with the sliding scale at Appendix 1). This service includes:
 - I. Performing a credit check in relation to the solicitor and Customer or the direct-access client, depending on the briefing structure;
 - II. Checking that the Costs Agreement between the Barrister and the Client appears to comply with the obvious requirements of the Costs Legislation;
 - III. Preparing a deed of assignment that provides for the Barrister to assign the benefit of his/her interest under the Costs Agreement to Omniveta in respect of Barrister Invoices that the Barrister refers to Billbe;
 - IV. Providing the Barrister with the software to record time in an invoice on a client and matter basis;
 - V. Reviewing the Barrister's Invoice for compliance with the underlying costs agreement;
 - VI. Rendering the selected invoice on the Client and liaising with the Client to confirm that the Client recognises the Barrister's Invoice;

- VII. Paying 85% of the face value of the Barrister's Invoice within three (3) business days of the invoice being rendered on the Client, with an additional payment of up to 9% being paid within two (2) business days of the Client making a timely payment of the Barrister's Invoice to Billbe; and
 - VIII. Liaising between the Barrister and the Client in the event of delays or disputes in relation to payment.
- c. The Barrister acknowledges that Omniveta has no obligation to provide the Fees Clerk Services in those instances where:
- I. As a result of an adverse credit check in respect of a Customer or a Client, Omniveta declines, in its discretion, to provide the Fees Clerk Services;
 - II. The Client disputes the Barrister's Invoice upon being provided with a copy of the Barrister's Invoice;
 - III. Subsequent to receipt of the Barrister's Invoice the Client successfully challenges a Barrister's Invoice; or
 - IV. More than 120 days has passed since the last date on which work the subject of the Barrister's Invoice was performed.

3. Repurchase of Barrister's Invoice

- a. In the event that the Client challenges the Barrister's Invoice including, by disputing that the services were provided in the amount claimed or at all or by disputing liability for the invoice (including, on account of a defence, set-off or partial deduction) then:
 - I. Omniveta will promptly notify the Barrister of any notice from the Client disputing the Barrister's Invoice or liability to pay such an invoice;
 - II. If the Client fails to pay Omniveta the amount of the Barrister's Invoice within seven (7) days of the due date for payment then the Barrister:
 - 1. Hereby authorises Omniveta to negotiate and accept payment of a Lesser Amount than the amount owing under the Barrister's Invoice;
 - 2. Agrees to pay Omniveta on demand the difference between the total (including GST) of the Barrister's Invoice and the Lesser Amount.

4. Commission payable to Billbe

- a. In consideration of the provision of the Fees Clerk Services in accordance with this Services Contract, Omniveta is entitled to a Commission calculated in accordance with Appendix 1 to this Services Contract.
- b. Notwithstanding the Commissions, the Barrister acknowledges that because the Fees Clerk Service does not constitute a financial supply, the Barrister is responsible for one hundred per cent (100%) of the GST payable in respect of the invoices.

5. Term and Termination

- a. This Services Contract commences with the Barrister accepting this agreement on the “Billbe” Website agreement and continues until termination by either one of the Parties.
- b. The Barrister may terminate this Services Contract by providing Omniveta with written notice of no less than 30 days (**Barrister Cancellation Notice**), save that the Barrister's Obligations (defined in clause 6, below) will continue in respect of all Barrister's Invoices assigned to Omniveta prior to the date of the Barrister Cancellation Notice.
- c. Omniveta may terminate this Services Contract by providing the Barrister with written notice of no less than 30 days (**Omniveta Cancellation Notice**), save that Omniveta's Obligations (defined in clause 7 below) will continue in respect of all Barrister's Invoices assigned to Omniveta prior to the date of the Omniveta Cancellation Notice.
- d. In addition to 30 days written notice, Omniveta shall be entitled to terminate this Services Contract immediately by notice in writing to the Barrister if any of the following occur:
 - I. There is a breach of any of the Barrister's Obligations and Warranties set out in clause 6 below;
 - II. The Barrister fails to pay any money due to Omniveta under this Services Contract;
 - III. The Barrister purports to terminate this Services Contract other than in accordance with clause 5b, above;

and in such a case Omniveta shall be entitled to hold a lien over all Barrister's Invoices until such time as all Barrister's Invoices have been paid to Omniveta.

6. Barrister's Obligations and Warranties

- a. To facilitate performance of the Fees Clerk Services, the Barrister shall:
 - I. Nominate to Omniveta the details of the Barrister's bank account;
 - II. Provide Omniveta with relevant details of the Client and all Costs Agreements associated with the relevant Clients, including revisions to the Costs Agreements;
 - III. Not engage any other fees clerk or factoring company during the performance of this Services Contract;
 - IV. Provide any additional information that Omniveta reasonably requires;
 - V. Undertake to use his/her best efforts to comply with the costs framework established by the relevant Costs Legislation;
 - VI. Indicate to Omniveta any areas of disputation with the Client that may result in the Client disputing the Barrister's Invoice;
 - VII. Cooperate with Omniveta in the event that a client disputes the Barrister's Invoice;
- b. Further, the Barrister Irrevocably consents and authorises Omniveta to:
 - I. Obtain any necessary credit information in relation to a Client and/or a Customer;
 - II. Contact and communicate with the Client in relation to the Barrister's Invoice;
 - III. Include a Notice of Assignment on the Barrister's Invoice notifying the Client that the Barrister has assigned the benefit of the contract that the invoice relates to, to Omniveta Australia Invest Pty Ltd (ABN 78 160 834) (Omniveta Invest); and

- IV. Procure the registration, under the *Personal Property Securities Act 2009* (Cth) of a security interest in the assigned Barrister's Invoice in favour of Omniveta Invest.
- c. Finally, the Barrister warrants to Omniveta that:
 - I. He/she is an Australian legal practitioner with a current and unrestricted practicing certificate issued by the New South Wales Bar Association;
 - II. The services the subject of the Barrister Invoice have been performed by the Barrister and are reasonable in amount;
 - III. The charges in the Barrister's Invoice accord with the Costs Agreement for the relevant Client;
 - IV. There is no existing dispute with the Client regarding the Barrister's Invoice and the Barrister is not aware of any circumstances that might give rise to a dispute in relation to the Barrister's Invoice;
 - V. The Barrister's Invoice has not been re-date or re-aged and has not already been rejected by the Client;
 - VI. The Barrister's Invoice has not been assigned or encumbered in any way;
 - VII. In the event that the Barrister receives a payment in respect of a Barrister's Invoice, the Barrister shall:
 - 1. Promptly inform Omniveta that it has received the payment;
 - 2. Promptly pay to Omniveta the amount received; and
 - 3. Notify the Client in writing that the benefit of the Costs Agreement has been assigned to Omniveta in respect of those invoices selected for the Upfront Fees Clerk Service; and
 - VIII. She/he will immediately notify Omniveta should any of the preceding warranties become untrue or false.

7. Omniveta's Obligations and Warranty

- a. In consideration for the assignment of a Barrister's invoice, Omniveta shall:
 - I. Use a credit agency to perform a credit check on the Client(s);
 - II. Pay the Barrister between 85% and 94% of the face value of the Barrister's Invoice;
 - III. Liaise with the Client to confirm that the Client recognises the invoice and thereafter manage the recovery of the invoice (including interest) in a manner that is professional, courteous and sensitive and that complies with the "*Debt Collection Guidelines*" jointly produced by the Australian Competition and Consumer Commission and the Australian Securities and Investments Commission;
- b. Further, Omniveta warrants to the Barrister that Omniveta has full power, authority and means to enter into and perform the Fees Clerk Services.

8. Barrister Indemnity

- a. The Barrister indemnifies Omniveta against all losses, damages, expenses, liabilities, demands, actions, and costs suffered by or brought against Omniveta whether during the term of the Agreement or thereafter, in connection with or arising (directly or indirectly) from:
 - I. any breach by the Barrister of the obligations or warranties in clause 6, above; or
 - II. any instructions or information from the Barrister to Omniveta.

9. Confidentiality

- a. Save for the purposes of conducting credit checks, Omniveta undertakes not to disclose any information about the Barrister and/or the Barrister's Clients to third parties.

10. Force Majeure

- a. Neither Party shall have any liability under or be deemed to be in breach of this Agreement or any delays or failures in performance of this Services Contract which result from circumstances beyond the reasonable control of that party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

11. Entire Agreement

- a. This Services Contract contains the whole agreement between the Parties in respect of the subject matter of the Services Contract and supersedes and replaces any prior written or oral agreements representations or understandings between them relating to such subject matter.
- b. The Parties confirm that they have not entered into this Services Contract on the basis of any representation that is not expressly incorporated into this Services Contract.

12. Non-Waiver

- a. No delay or omission to exercise any right, power or remedy by Omniveta pursuant to the Services Contract or otherwise shall operate as a waiver of, or acquiescence in, any continuing breach or similar breach or default and nor shall any single or partial exercise of any right power or remedy preclude any further exercise of the right power or remedy.
- b. The rights and remedies provided in this Services Contract are cumulative and not exclusive of any rights and remedies provided by law.

13. Severance

- a. If any provision of this Services Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Services Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of this Services Contract.

14. Notices

- a. A notice or other communication connected with this Services Contract has no legal effect unless it is in writing addressed to the addresses set out in this Services Contract.

15. Law and jurisdiction

- a. This Services Contract takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in the state of New South Wales in the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

Appendix 1 - Commissions

Commissions Payable to Omniveta for the Fees Clerk Service**

Commission in % - full payment by Client within 30 days	6%	Of total invoice amount (inc. GST)
Commission in % - full payment by Client within 60 days	8%	Of total invoice amount (inc. GST)
Commission in % - full payment by Client within 90 days	10%	Of total invoice amount (inc. GST)
Commission in % - full payment by Client within 120 days	15%	Of total invoice amount (inc. GST)

** Subject to the Commission not falling below 6%, commissions are subject to a volume reduction where invoices selected for the Fees Clerk Service in the 90 day period preceding or surrounding the rendering of the invoice equal or exceed the following amounts:

Reduction in % - > \$45,000 (exc. GST) in invoices referred	3%	Of standard commission
Reduction in % - > \$60,000 (exc. GST) in invoices referred	5%	Of standard commission
Reduction in % - > \$75,000 (exc. GST) in invoices referred	7%	Of standard commission