

Schedule B

Country Schedule – Australia

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. Dispute Resolution

The Agreement as it relates to Services provided in Australia and any dispute arising in connection with it, whether contractual or non-contractual, will be governed by the law of, and unless an arbitration provision is included in the Agreement, subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

2.1. Limitation Period

The limitation period set out in the Agreement is subject to any applicable statutory periods for claims under Australian law.

2.2. Dispute Notice

If a dispute arises then a party must, if it wants to pursue the dispute, give notice in writing to the other party specifying:

- a. the dispute;
- b. particulars of the dispute; and
- c. the position which the party believes is correct,

(“**Dispute Notice**”).

2.3 Negotiation

If a Dispute Notice is given, then:

- a. the parties’ representatives must meet and undertake genuine and good faith negotiations within 10 business days after the date on which the Dispute Notice is given (or any longer period agreed by the parties in writing), with a view to resolving the dispute; and
- b. any agreement reached between the representatives must be reduced to writing and signed by or on behalf of each party and will be final and binding on the parties.

2.4 Mediation

If, by the expiration of 10 business days after the date on which a Dispute Notice is given (or any longer period agreed by the parties in writing):

- a. the dispute remains unresolved (in whole or in part); or
- b. either party or its representative refuses or fails to meet and undertake negotiations in accordance with the above clause, then the dispute must, if either party wishes to pursue its resolution (and whether or not the above clause has been complied with), be referred to mediation.
 - i. A dispute is referred to mediation by either party giving written notice to that effect to the other party.
 - ii. If a dispute is referred to mediation under this clause, the mediation will be administered by the Australian Centre for International Commercial Arbitration (“**ACICA**”) and must be conducted:
 - 1) in accordance with ACICA’s mediation rules current at the date on which the dispute is referred to mediation (“**ACICA Mediation Rules**”) and otherwise in accordance with this clause; and
 - 2) by any person agreed by the parties within 5 business days after the date on which the dispute is referred to mediation, or if no person is agreed (or the person becomes unavailable, declines to accept an appointment or does not enter an engagement agreement with the parties within 5 business days after the date on which the dispute is referred to mediation), appointed by ACICA (“**Mediator**”).
- c. Each party must use its best endeavours to arrange for the Mediator to enter into an engagement agreement with the parties setting out the Mediator’s fees, a timeframe for the mediation and any other terms reasonably required by the Mediator which are not inconsistent with the ACICA Mediation Rules or this clause.

2.5 **Litigation**

If, by the expiration of 30 business days after a dispute is referred to mediation under this clause (or any longer period agreed by the parties in writing) the dispute remains unresolved (in whole or in part), either party may commence proceedings in relation to the dispute.

2.6 **Tax Regulatory Disclosures**

Vialto Partners Australia 2 Pty Limited is a Registered Tax Agent in Australia, which can be verified on the public register. Clients receiving tax services can also seek redress of issues through available reporting channels. Further information is available at <https://vialto-regional.foleon.com/gm/australia-taxes/regulatory-disclosures>.