



HEYTOUR CAREER CONSULTING LIMITED

Trading as Talent Cluster

("We", "Us", "the Company")

AND

Jing Li

("You", "the Contractor")

We are pleased to offer you employment with Heytour Career Consulting Ltd (Register No. 7210215) ("**Company**") on the conditions set out in this agreement ("**Agreement**")

1 APPOINTMENT

1.1.

The Company has agreed to engage you as the Contractor to carry out the services referred to in the First Schedule to this agreement or as may from time to time be varied as provided below (Heytour Career Consulting Ltd).

1.2.

The parties agree and acknowledge that their relationship is one of independent contractor (Jing Li) and principal (Heytour Career Consulting Ltd/Talent Cluster) and not of employer and employee.

1.3.

The Contractor will not be entitled to any overtime payments, sick leave, superannuation benefits, holiday pay, redundancy pay or any other reimbursements from the company, other than those specified in this Agreement.

1.4.

The terms and conditions on which the Contractor will carry out the services are set out below.

2 LOCATION

2.1.

The Contractor may attend the Company's premises at Unit 4, B-18 Studios 18 Bernard Street, Addington, Christchurch but will otherwise provide the Services to the Company's customers at any other site agreed to by the parties from time to time.

3 TERMINATION OF CONTRACT

Ending your employment with notice

3.1.

You or the Company may terminate your employment at any time by giving the amount of written 2 weeks' notice.

3.2.

The Company may terminate this Contract immediately if the Contractor:

- (a) Commits any serious breach of their obligations under this agreement; or
- (b) Repeats or continues, after having been warned, any breach of the obligations under this agreement; or
- (c) Is guilty of any act or omission which causes, or is likely to cause, damage to the business or reputation of the company;

- 3.3. Where the Contractor is unavailable to perform the services without notice or agreement for a period of 4 or more consecutive weeks then the Company may terminate this Contract without notice.

- 3.4. Termination of this Contract shall be without prejudice to the rights and obligations of the parties prior to termination. Termination shall also be without prejudice to any of the provisions of this Contract which are expressed to survive termination.

4 DISCLOSURE OF INFORMATION

- 4.1. "Confidential Information" includes all the information relating to the Company's technology, documentation, instructions, operating manuals, customer lists, workbooks, computer disks, printouts, plans, diagrams, manuals, reports, memos, marketing and promotional material and similar information imparted by the Company to the Contractor or gained by the Contractor in its dealings with the Company which is confidential or which the Contractor should reasonably assume is confidential.
- 4.2. The Contractor must not without the Company's prior written consent use, copy, disclose, or cause or permit to be used, copied, or disclosed, any Confidential Information and neither party will disclose any information about this Contract or its subject matter, other than:
- (a) As required by law;
 - (b) In furtherance of the intention and purpose of the Contract;
 - (c) To its professional advisors; or
 - (d) Where information is already in the public domain.
- 4.3. The Contractor must, on request by the Company or upon termination of the Contract for any reason, return all Confidential Information and any copies of the same to the Company.
- 4.4. Both during and after your employment, you must take all reasonable and necessary precautions to maintain the secrecy and prevent disclosure of Confidential Information.
- 4.5. Where the Confidential Information is stored electronically, you must comply with any request from us for the Confidential Information to be deleted or erased in such a manner that it cannot be retrieved on termination, resignation or cessation of your employment.
- 4.6. You agree that the restrictions set out in this clause are without prejudice to any other duties of confidentiality owed to us or whether express or implied and shall continue to be in force indefinitely after the cessation of this Agreement.
- 4.7. Your obligations under this clause continue after your employment ends.

5 INTELLECTUAL PROPERTY

5.1.

“Intellectual Property Rights” include, but are not limited to, rights in respect of inventions, patents, copyright, rights in circuit layouts, rights in respect of designs (whether registered or unregistered), trade marks (whether registered or unregistered), the right to have confidential information kept confidential, trade secrets, rights in respect of know-how, and any application or right to apply for registration of the rights listed in this paragraph.

5.2.

You acknowledge and agree that the Company will automatically own, without the need for any formality, all existing and future Intellectual Property Rights whatsoever and howsoever created in all inventions, models, designs, drawing, plans, software, reports, proposals and other materials (each Individually an “Item” and collectively, the “Items”) developed, created or generated or contributed to, by you where you have created, generated or contributed to the development of the Item during your employment.

5.3.

You must do all things necessary to enable the Company to assure further the rights assigned and consents given in this clause.

6 HEALTH AND SAFETY

6.1.

The Company and the Contractor acknowledge they have overlapping duties as PCBU’s for the purposes of the Health and Safety at work Act 2015.

6.2.

The parties each agree to consult, coordinate and cooperate in respect of health and safety in the course of the Contractor providing services.

7 GENERAL

7.1. This Contract contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this Contract.

7.2. You must:

- (a) Devote your time, attention and skill to the performance of your duties during the whole project;
- (b) Perform your duties faithfully and diligently;
- (c) Follow lawful and reasonable directions given to you by the Company;
- (d) Act in the Company’s best interests; and
- (e) Promote the interest of the Company.

7.3. No amendment to this Contract will be effective unless it is in writing and signed by both parties.

- 7.4. No exercise of, failure to exercise, or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or other right or remedy available to it.

- 7.5. If any provision of this contract or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this contract and its application will not be affected and will remain enforceable to the greatest extent permitted by law.

8 ABILITY TO UNDERTAKE WORK

- 8.1. You acknowledge that you are fit to undertake the duties and responsibilities of the position and do not suffer from any pre-existing physical or psychological condition that may affect your ability to carry out your work. Should you become aware of any physical or psychological condition that may affect your ability to carry out your work you must notify the Company as soon as practically possible.
- 8.2. You warrant that you hold the qualifications set out in the job application you provided to the Company and that the representations you made in relation to your experience and capacity are true and accurate.
- 8.3. You warrant to us that you possess the requisite skills, experience and qualifications to perform the duties as set out in the schedule.
- 8.4. You warrant that you have the right to work in New Zealand and that, in the event your right to work is subject to any restrictions (including visa restrictions), you have notified the Company of these restrictions.
- 8.5. You warrant that you are free to undertake employment with the Company on the date the employment commences and that you are not subject to any existing restraints or confidentiality provisions which may have arisen from any prior employment or commercial relationship that may affect your employment with us.

9 COMPANY RESOURCES

- 9.1. You must not without the prior consent of the Company, make any comment to any representative of the media or on social media on behalf of the Company or regarding the business of the Company.
- 9.2. You must not use Company resources in a way that may bring the Company into disrepute or may otherwise harm the viability or profitability of the Company's business.

10 PREVIOUS UNDERSTANDINGS AND AGREEMENTS

This Agreement constitutes the whole of the terms and conditions of your contract of employment with the Company and supersedes all previous agreements, arrangements, understandings or representations in relation to your employment of the Company.

11 SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

12 GOVERNING LAW

The terms of this Agreement are governed by and are to be construed in accordance with the laws enforced in the State of Territory in which you are employed.

SIGNED for and on behalf of the Company


Signature of the Employer Representative

HEYTOUR CAREER COACHING INSTITUTE LIMITED

SIGNED by the Contractor

Date: 3/4/2019

SCHEDULE 1: SERVICES / REMUNERATION

Commencement Date

1. This Agreement will commence on 3rd April 2019.
2. Probation Period – not applicable as this is a contract.

Services

1. The Contractor is being engaged to provide agreed services as a website developer.
2. The Contractor agrees to provide the following Services and other related service tasks incidental to those:
 - (a) Assist the business analyst to analysis the requirement and determine the web development plan.
 - (b) Assist the business analyst to create UI/UX design.
 - (c) Based on the UI/UX design, coding the website.
 - (d) Conduct basic UX testing with the business owner.
3. The Company may specify a range of other services that are within the skills, experience and capability of the Contractor.
4. The Company may invite the Contractor to participate in specific, one-off events from time to time. The Contractor may accept that invitation, in which case the parties will discuss the terms of the Contactor's involvement and the arrangement specific to that event.

Remuneration

- (a) NZ\$50,000 for the whole project, including the development process and maintenance.
- (b) The payment NZ\$50,000 will be paid when the project is completed.
- (c) This agreement will be renewed on 1/4/2021.