

Contractor Agreement

Pictureworks Group Pty Limited (**Company**)

YOSRI BEDOUI (**Contractor**)

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DATE 25/04/2021

PARTIES

1. **PICTUREWORKS GROUP PTY LIMITED** (ABN 13 978 914 316) of Level 2, 696 Bourke Street, Melbourne VIC 3000 (**Company**)
2. **YOSRI BEDOUI** of **06 RUE ORAN, CITE LA GAZELLE, ARIANA, TUNISIA** (**Contractor**)

RECITALS

- A. The Company has requested the Contractor to provide the Services to the Company subject to the terms of this Agreement.
- B. The Contractor has agreed to make the Consultant available to the Company to perform the Services.

IT IS AGREED as follows.

1. Definitions

In this agreement:

Company means Pictureworks Group P/L ABN 13 798 914 316.

Confidential Information means the terms of this agreement and any information of any type acquired by the Contractor in the course of providing, or incidental to the provision of the Services and includes but is not limited to trade secrets, technical knowledge, concepts, designs, plans, precedents, processes, methods, techniques, know-how, innovations, ideas, procedures, research data, financial data, databases, personnel data, computer software and programs, client lists, candidate lists, correspondence and letters and papers of every description including all copies or extracts of same relating to the affairs or business of the Company or any client of the Company.

Consultant means YOSRI BEDOUI

Consulting Fees means fees payable for attendance under this Agreement.

Corporations Act means the *Corporations Act 2001* (Cth).

Effective Date means 03/05/2021

Expenses means out of pocket expenses incurred by the Contractor in the performance of the Services, and for which the Company has granted its prior written authorisation.

GST means Goods and Services Tax, as that term is defined in the GST Act.

GST Act means *A New Tax System (Good and Services) Act 2000 (Cth)*.

Insolvent means being an insolvent under administration, or insolvent (each as defined in the Corporations Act) or having a controller (as defined in the Corporations Act) appointed, or being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or a similar effect happen under the laws of any jurisdiction.

Intellectual Property means all patents, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, know-how, logos, designs, circuit layouts, trade marks, domain names, business names, copyright and similar industrial or intellectual property, whether or not now existing, and whether or not registered or unregistered.

Intellectual Property Rights means all intellectual property rights including:

- (a) (Rights in Intellectual Property): All rights in the Intellectual Property;
- (b) (Moral Rights): Moral Rights (as such term is defined in the *Copyright Act 1968 (Cth)*);
- (c) (Confidential Information): Any right to have Confidential Information kept confidential; and
- (d) (Rights to apply): any application or right to apply for registration of any of the rights referred to in paragraphs (a) - (c).

Service Fees means the fees payable to the Contractor in accordance with Part B of Schedule 1.

Service Levels means the standards which the Contractor must maintain in providing the Services, as specified in Part C of Schedule 1.

Services means the services described in Part A of Schedule 1.

Term has the meaning given clause 5.

2. Engagement to perform Services

2.1 Contractor to perform Services

The Company engages the Contractor to perform the Services. The Contractor agrees to provide the Consultant to perform the Services in accordance with this agreement in return for payment of the Service Fees. The Contractor shall determine how the services are to be performed.

2.2 Nature of engagement

- (a) **(Independent Contractor):** The Contractor is engaged by the Company as an independent contractor.
- (b) **(No other relationship):** This agreement does not create a relationship between the parties of employer and employee, principal and agent, partnership or joint venture, director or officer of the company.
- (c) **(No benefits accrue):** Other than as expressly set out in this agreement, the Contractor *will not* receive any benefits or payments which the Company's employees have received, or may be entitled to receive, including (without limitation) the following benefits:
 - (i) **(Leave):** Sick, holiday, maternity, paternity or long service leave;
 - (ii) **(Insurance):** Public liability, motor vehicle or life insurance;
 - (iii) **(Loans):** Loans or leases given by the Company to its employees;
 - (iv) **(Superannuation):** Superannuation.

2.3 Promotion

During the Term the Company shall be entitled to promote the Consultant's involvement with the Company, including without limitation on the Company's website.

3. Services

3.1 Nature of performance

The Contractor must perform the Services:

- (a) **(Service Levels):** In accordance with the Service Levels;
- (b) **(Lawfully):** In a lawful, competent, professional and timely manner; and
- (c) **(As agreed):** Otherwise as agreed from time to time with the Company.

3.2 No damage to reputation

The Contractor must not do anything which may directly or indirectly cause damage to the Company's business, interests or reputation.

3.3 Notification of non-performance

The Contractor must give the Company written notice immediately if it becomes aware that it is unable to perform the Services. The written notice must specify the reason(s) for the inability to perform the Services and any other relevant information. The Contractor must provide the Company with any further information requested by the Company.

3.4 Notification of performance

The Contractor must report directly to the Company and must notify the Company of progress made in performing the Services when requested to do so by the Company and otherwise at regular intervals.

3.5 Authority of the Contractor

The Contractor has no authority to bind the Company or to execute any agreement on behalf of the Company.

3.6 Conflict

The Contractor must notify the Company immediately if the performance of the Services results in, or is likely to result in, a conflict of interest or potential conflict of interest with work that the Contractor is providing to any other party. The Company may require the Contractor to cease providing those services to the other party and/or require further specific confidentiality undertakings.

4. Obligations of Company

The Company must during the Term provide reasonable assistance to the Contractor in order to facilitate timely and efficient delivery of the Services, including without limitation access to employees and directors of the Company.

5. Term

This agreement commences on the date set out on page 1 and continues until the date defined in Part D of Schedule 1 except where terminated under clause 10 (**Termination**).

6. Invoicing and Payment

6.1 Expenses

The Company will reimburse the Contractor for expenses defined in Part E of Schedule 1 subject to Clause 6.2.

6.2 Payment

The Company must pay to the Contractor the service fee amount as defined in Part B of Schedule 1 within 7 days of the start of each calendar month. Payment shall be effected by way of electronic funds transfer to a bank account nominated by the Contractor.

7. Confidentiality

7.1 Information received

The Contractor acknowledges and agrees that he or she will acquire certain information in the ordinary course of providing the Services and that the Company's property includes and will include the Company's Confidential Information.

7.2 No disclosure

The Contractor must not at any time during or after the term of this agreement, without the prior written consent of the Company or as otherwise required by law, disclose directly or indirectly to any person, firm or company Confidential Information of the Company or its clients or potential clients nor use any part of the Confidential Information of the Company or its clients or potential clients in any way other than as is required under this agreement.

7.3 Company access to Confidential Information

The Contractor must not prevent access by the Company to the Confidential Information by the use of passwords or any other means. All Confidential Information remains the property of the Company and must not leave the premises of the Company without the written permission of a Director of except as required under this agreement.

7.4 Unauthorised disclosure

If the Contractor breaches this clause 7, the Company may terminate this agreement immediately, in addition to other remedies the Company may have.

8. Intellectual Property

8.1 Ownership of Intellectual Property

The Contractor acknowledges and agrees that the Company is the exclusive owner of all Intellectual Property Rights created, in whole or in part, by the Contractor under this agreement, except Excluded Intellectual Property Rights referred to in clause 8.4.

8.2 Moral Rights

Under section 195AWA(4) of the Copyright Act 1968, the Contractor agrees that the Company may do or fail to do anything in respect of Intellectual Property created by the Contractor under this agreement including, without limitation, modifying or altering such Intellectual Property and reproducing such Intellectual Property without acknowledging the Contractor as the author of it.

8.3 Registration

The Contractor must co-operate with the Company in registering or otherwise protecting any Intellectual Property Rights created under this agreement.

8.4 Exclusions

Clause 8.1 does not apply to any Intellectual Property that:

- (a) **(Developed on own time):** The Contractor develops entirely on his or her own time; and
- (b) **(Not work performed for the Company):** Does not result from any work performed by the Contractor for the Company; and
- (c) **(Unrelated to Company business):** Does not relate to the Company's business, or to its actual or anticipated research or development; and
- (d) **(Unrelated to Services):** Does not relate to the Services or any Intellectual Property which is created as a consequence of the provision of the Services
- (e) **(‘Excluded Intellectual Property Rights’):** Excluded Intellectual Property Rights will be owned by the Contractor. The Contractor must advise the Company promptly in writing of any Intellectual Property that the Contractor believes meet these criteria for exclusion.

8.5 Records

The Contractor must keep and maintain written records of all Intellectual Property Rights which are created or arise during the term of this agreement, in any format that the Company specifies. The Contractor acknowledges and agrees that the Company owns these records.

9. Non-Solicitation

9.1 Non-Solicitation

For 12 months after the cessation of this agreement, the Contractor must not on his or her own account, or in the course of any alternative arrangement:

- (a) **(Solicit business):** Solicit or accept business of the type that the Company is engaged in as at the date of the cessation of this agreement from any person, firm or company with whom the Contractor has conducted business on behalf of the Company during the 12 month period prior to the termination of this agreement; or
- (b) **(Poach staff):** Solicit or endeavour to entice away from the Company any employee of the Company or any contractor engaged by the Company at any time during the currency of this agreement.

9.2 Injunction

The Contractor acknowledges that damages may not be an adequate remedy for breach of this clause and that in addition, and without prejudice to any other remedy which the Company may have, the Company will be entitled to seek and obtain injunctive relief in any court of competent jurisdiction in relation to any breach or potential breach of this clause.

10. Termination

10.1 Termination by the Company

The Company may at any time give the Contractor written notice immediately terminating this agreement if one of the following events occurs:

- (a) **(Failure to perform Services):** In the reasonable opinion of the Company, the Contractor fails or refuses to perform the Services in a competent, professional or timely manner; or
- (b) **(Failure to meet Service Levels):** The Contractor fails to meet the Service Levels; or
- (c) **(Insolvency):** The Contractor becomes Insolvent; or
- (d) **(Material adverse effect):** The Contractor wilfully and intentionally acts or fails to act where the action or failure has, or could reasonably be expected to have, a material adverse effect on the Company, its business or interests.

10.2 Termination for material breach

Either party may give the other written notice terminating the engagement if the other party breaches a material term of this agreement and the other party fails to remedy the breach within seven days of receipt of the notice. The agreement will automatically terminate on expiry of the seven day period.

10.3 Termination without cause

Either party may terminate this agreement with two weeks notice to the other party at any time.

10.4 Payments on Termination

Upon termination of this agreement for any reason the Company must pay to the Contractor any outstanding amounts due to the Contractor as at the termination date.

10.5 Return of information on termination

Upon termination of this agreement for any reason the Contractor must deliver to the Company (without retaining copies of the same) all documentation and information (in whatever form it is held including but not limited to written, graphic or electromagnetic form) that is in his or her possession or control relating to the Company's business or destroy the same if required by the Company. Such information includes, without limitation, any Confidential Information of the Company in the Contractor's possession and any records relating to the Company's Intellectual Property.

10.6 Return of passwords on termination

Upon termination of this agreement for any reason the Contractor must provide to the Company all relevant passwords, if any, to enable the Company to access all data and

information on the computer files which have been in the Contractor's care or control during the term of this agreement, as well as any access keys or cards which give access the Company's premises.

10.7 Effect of Termination

Termination of this agreement will not prejudice any rights or any claim that any party may have accrued against the other up to the date of termination including, without limitation, any claim for damages as a result of the occurrence of an event which gives rise to a right of termination under this clause.

11. GST

- (a) **(GST Exclusive):** Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.
- (b) **(Increase Payment):** To the extent that any supply made under or in connection with this agreement is a taxable supply, the consideration for that supply is increased by an amount equal to the amount of that consideration (or its market value) multiplied by the rate at which GST is imposed in respect of the supply.
- (c) **(GST Invoice):** The supplier must provide to the recipient a GST tax invoice as required by the relevant legislation.

12. Notices

Any notice given under this agreement:

- (a) **(Notice):** Must be in writing addressed to the intended recipient at the address shown below or the address last notified by the intended recipient to the sender:

To the Company:	Level 2, 696 Bourke Street, Melbourne VIC 3000
Attention:	Andrew Smith
To the Contractor:	06 RUE ORAN, CITE LA GAZELLE, ARIANA, TUNISIA
Attention:	YOSRI BEDOUI
- (b) **(Signed):** Must be signed by a person duly authorised by the sender; and
- (c) **(Deemed receipt):** Will be taken to be duly given or made when delivered, received or left at the above address, but if delivery or receipt occurs on a day on which business is not generally carried on in the place to which the communication is sent or is later than 5 pm (local time) on that date it will be taken to have been duly given or made at the commencement of business on the next day on which business is generally carried on in the place.

13. Amendment

This document may be amended only by another document signed by each of the parties.

14. Assignment

- (a) **(Assignment by Contractor):** The Contractor may not assign or otherwise transfer its rights under this agreement without the prior written consent of the Company.
- (b) **(Assignment by Company):** The Company may assign its rights under this agreement to any person upon 30 days' written notice, and without the prior consent of the Contractor.

15. No Waiver

No failure to exercise and no delay in exercising any right, power or remedy under this agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy.

16. Governing Law

This agreement is governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

SCHEDULE 1

PART A - THE SERVICES

- New feature development, support and maintenance of our internally developed "ZenSmart" manufacturing automation solution - a project primarily built in PHP Laravel and React but with some other languages for specific applications where required
- Managing and maintaining additional legacy PHP applications
- Database Manipulation and Administration
- Bug fixing
- Prototyping solutions to aid quotations
- Customer success support (we have an "everyone does support" ethos for every employee)
- Testing (we also have an "everyone does testing" ethos)

PART B - SERVICE FEES

1. Service Fees of USD 2000 shall be paid on a monthly basis.

PART C - SERVICE LEVELS

1. All work to be carried out in a professional and timely manner.

PART D – DURATION

1. The contract is valid for 3 months from an effective date of 3 May 2021

PART E - EXPENSES

1. Any expense greater than \$0 must be pre-approved.

EXECUTED as an agreement.

SIGNED on behalf of **PICTUREWORKS GROUP PTY LIMITED** by its authorised representative before the following witness:

RDP

Signature of witness

Samuel J Brent

Signature of authorised representative

Rebecca Pickering

Name of witness (print)

Samuel James Brent

Name of authorised representative

SIGNED on behalf of YOSRI BEDOUI by its authorised representative before the following witness:

Alaaeddine Bouraoui

Signature of witness

Yosri Bedoui

Signature of authorised representative

Alaaeddine Bouraoui

Name of witness (print)

Yosri Bedoui

Name of authorised representative