



Healthcare Logic Pty Ltd
ABN 84 616 106 382 of
Level 4, 64 Marine Parade
Southport, Queensland
(Company).

AGREEMENT BETWEEN:

Healthcare Logic Pty Ltd – ABN 84 616 106 382

(Company)

AND

TALENT CONSULTING SIMPLE JOINT STOCK COMPANY - NIP 7712926996

(Contractor)

**Healthcare Logic CONTRACTOR
AGREEMENT**

- PRIVATE & CONFIDENTIAL -

This agreement is made on Friday the 19th of October 2020

BETWEEN:

Healthcare Logic Pty Ltd – ABN 84 616 106 382
of Level 4, 64 Marine Parade Southport, Queensland

(Company)

TALENT CONSULTING SIMPLE JOINT STOCK COMPANY - NIP 7712926996
Of UL. SZEWSKA 2, 97-300 PIOTRKOW TRYBUNALSK

(Contractor)

RECITALS

- A. The Company hereby engages the Contractor named at **Item 1** of the Assignment Schedule to provide certain information technology services and/or business consulting expertise (**Services**) subject to the terms and conditions referred to in this Agreement.
- B. The Services shall be provided by the Key Person named at **Item 2** of the Assignment Schedule.

1. TERM OF AGREEMENT

- 1.1 This Agreement shall be ongoing until terminated in accordance with Clause 11.

2. ASSIGNMENTS

- 2.1 The Company may offer the Contractor assignments (**Assignments**) of variable duration with clients or customers of the Company or any Related Body Corporate (**Clients**) who enter into agreements with the Company for the provision of the Services (**Master Service Agreements**), as and when such Assignments arise.
- 2.2 Upon accepting an Assignment, the Contractor shall arrange for the Key Person to provide the Services for the Client.
- 2.3 In respect of each Assignment, and prior to commencement, the Contractor shall be provided with an Assignment Schedule, which will notify the Contractor of the duration of the Assignment, and particulars of the Services required. Assignment Details are set out in **Item 5** of the Assignment Schedule.
- 2.4 The Contractor must provide any Service Deliverables set out in **Item 6** of the Assignment Schedule in respect of each Assignment.
- 2.5 The Contractor agrees to any Special Conditions set out in **Item 7** of the Assignment Schedule in respect of each Assignment. In the event of any inconsistency between the Special Conditions and the operative parts of this Agreement, the Special Conditions shall prevail to the extent of any such inconsistency.

- 2.6 In respect of each Assignment, the Trial Period runs for four (4) weeks from the Commencement Date as listed in the Assignment Details set out in **Item 5** of the Assignment Schedule. Throughout the Trial Period, the Company may terminate the Assignment upon provision of twenty four (24) hours' notice to the Contractor.
- 2.7 The Contractor may terminate an Assignment prior to its scheduled finishing date by giving one (1) weeks' notice to the Company.
- 2.8 The Company may terminate an Assignment prior to its scheduled finishing date by giving one (1) days' notice to the Contractor, with no obligation to make further payment beyond the notice period.
- 2.9 Upon completion or earlier termination of any Assignment, the Company shall be under no obligation to offer any further assignments to the Contractor.

3. THE CONTRACTOR'S OBLIGATIONS

- 3.1 The Contractor will ensure that the Key Person uses all skill, care and diligence in performance of the Services.
- 3.2 The Contractor warrants that the Key Person is competent and has the necessary skills to provide the Services.
- 3.3 The Contractor will ensure that the Key Person provides such other services as they are assigned from time to time in a conscientious and expeditious fashion.
- 3.4 The Contractor will ensure that the Key Person completes the tasks specified by the Company and the Client from time to time within the timeframes and to the standard specified or required by the Company and the Client.
- 3.5 The Contractor warrants that the Key Person is not an unlawful non-citizen, and either is an Australian citizen or has all immigration approvals necessary entitling them to perform the Services. The Contractor must immediately notify the Company if the Key Person is not an Australian citizen or does not hold all immigration approvals necessary to perform the Services.
- 3.6 The Company may at any stage require the Key Person to comply with probity check requirements including a police check, where it is reasonable in the circumstances.

4. FEE

- 4.1 The Company will pay the Contractor the Fee as set out in **Item 3** of the Assignment Schedule (**Fee**). The Fee may be amended from time to time by the Company on the provision of written notice.
- 4.2 The Contractor agrees that unless there is any substantial change in the Services to be performed, the contract rate as set out in **Item 3** of the Assignment Schedule will be fixed for the initial period as specified in the Assignment Schedule and any contract extensions up to twelve months from the Commencement Date of the Assignment.
- 4.3 The Contractor agrees that payment of the Fee constitutes full payment for the provision of the Services.
- 4.4 Neither the Contractor nor the Key Person has any entitlement to personal leave, statutory holidays, long service leave or any other employee entitlements, as there is no employment relationship between the Contractor or the Key Person and the Company.

5. PAYMENT OF FEES

- 5.1 The Contractor must ensure that the Key Person:

- 5.1.1 records all approved days spent performing the Assignment on a timesheet in a form approved by the Client;
 - 5.1.2 has the timesheet approved by an authorised representative of the Client; and
 - 5.1.3 lodges the timesheet as specified and, in the timeframe, required by the Company.
- 5.2 The Contractor shall invoice the Company for the Fees during the term of an Assignment based on the approved timesheet in accordance with **Item 4** of the Assignment Schedule.
- 5.3 The Service Fees shall be paid by electronic funds transfer to the Contractor's nominated account in accordance with **Item 4** of the Assignment Schedule.
- 5.4 To the extent permitted by law, the Company must pay the Contractor the Fees only to the extent that the Company receives payment of fees from the Client in respect of the Contractor.
- 5.5 Despite any other provision of clause 5, the Company has no liability to pay the Contractor any Fees for work recorded on any timesheet lodged by the Contractor more than 6 weeks after the performance of that work.
- 5.6 To the extent permitted by law, the Contractor hereby authorises the Company to offset from the Fees any monies which are due and owing to the Company including, but not limited to, any overpayments, loans or advances.

6. PLANNED ABSENCES

- 6.1 Planned absences during an Assignment shall only be permitted if approved in advance by both the Company and the Client.
- 6.2 The Contractor or Key Person may only request permission to take a planned absence during an Assignment by giving the Company not less than 4 weeks' notice in order for the Company to liaise with the Client to determine whether such planned absence may be approved and how it shall be managed.
- 6.3 The Contractor shall not engage directly with the Client with respect to any planned absences until given permission to do so by the Company.
- 6.4 The Company shall be under no obligation to pay the Contractor the Fee for the duration of any approved planned absence.

7. PLACE AND MANNER OF PROVIDING SERVICES

- 7.1 The Key Person may be required to perform the Services from the offices of the Client or the Company, but effective performance of the Services may require the Key Person to travel away from that location from time to time. The Contractor accepts that the place of providing the Services may change without any accompanying change of the Fee or any additional payment.
- 7.2 The manner and timeframes for providing the Services are specified in the Master Services Agreement between the Company and the Client. As a Contractor, it is expected that all additional hours will be worked as necessary to perform the Services within the required timeframes, with no accompanying change of the Fee or any additional payment.
- 7.3 The Contractor agrees that having regard to the nature of the Services to be provided, the Fees and the operational requirements of the Company or the Client, such additional hours are reasonable.

- 7.4** The timeframes and hours for providing the Services may be varied by agreement with the Contractor to suit particular needs or circumstances.

8. EXPENSES

- 8.1** The Contractor will provide the Services at their own cost, and unless expressly authorised by the Company or the Client, will not be entitled to be reimbursed for any out of pocket expenses incurred in connection with the provision of the Services, including, but not limited to:
- 8.1.1** the payment to the Contractor's employees, contractors and agents of remuneration and benefits including salaries and wages, annual leave, sick leave, superannuation, long service leave and all other benefits to which any of them may be entitled under any contract of service or contract for service with the Contractor or under any award, industrial instrument, statute or common law;
 - 8.1.2** the payment of all taxes and duties in respect of such remuneration and benefits; and
 - 8.1.3** compliance with and costs of compliance with all statutory or other legal or contractual requirements with respect to the Contractor's engagement under this Agreement.

9. NATURE OF RELATIONSHIP

- 9.1** The Contractor is engaged by the Company as an independent contractor and nothing in this Agreement constitutes the Contractor or the Key Person as an agent, employee, director or partner of the Company.
- 9.2** The Contractor and the Key Person have no authority to incur, and will not incur, any obligation on behalf of the Company or the Client, except with the prior written approval of the Company or the Client.
- 9.3** Subject to the terms of this Agreement, the parties acknowledge that the Contractor is solely responsible for controlling the manner in which the Contractor provides the Services. The Company will not exercise any control over the Contractor or the Key Person.
- 9.4** The Contractor acknowledges that it will make no claim against the Company or the Client for employee payments, salary, wages, bonus payments, leave entitlements, payment in lieu of notice, severance pay, superannuation, workers' compensation or anything arising out of or in any way connected with the provision of the Contractor's services to the Company or the Client.

10. INSURANCE

- 10.1** Before providing the Services, the Company requires the Contractor to take out and maintain public liability insurance, professional indemnity insurance and workers' compensation insurance, at the Contractor's expense.
- 10.2** The Contractor must provide the Company with a certificate of currency upon request.
- 10.3** In the event that the Contractor does not take out and maintain the insurances set out in clause 10.1 and provide evidence of same, then the Company shall be entitled to deduct an amount equivalent to 1% of the daily Fee per day to cover such costs.

11. TERMINATION OF THIS AGREEMENT

- 11.1 The Contractor may terminate this Agreement for any or no reason by giving the Company one (1) weeks' notice in writing.
- 11.2 The Company may terminate this Agreement for any or no reason by giving the Contractor two (2) days' notice in writing.
- 11.3 Notwithstanding Clause 11.1 the Company may terminate this Agreement at any time without notice if the Contractor or the Key Person engages in a serious or material breach of this Agreement, including (without limitation) a failure to perform the contracted Services to the standard required by the Company or the Client.
- 11.4 Either party may at any time terminate this Agreement without notice if any of the following events occur:
 - 11.4.1 the Contractor engages in misconduct, acts negligently or incompetently in the performance of the Services;
 - 11.4.2 the other party breaches a material provision of this Agreement, and fails to remedy that breach within 14 days of being provided with written notice of the breach;
 - 11.4.3 the other party is subject to an Insolvency Event;
 - 11.4.4 the Contractor is incapacitated, ill or otherwise unable to provide the Services for a period of six weeks during any 12 month period; or
 - 11.4.5 the other party repudiates the terms of this Agreement.
- 11.5 On termination of this Agreement the Contractor will return all Company or Client property including keys, passwords, client information, any copies of documents, and any Company or Client information held by the Contractor in electronic or any other form, and will ensure that the Key Person does the same.

12. GOODS AND SERVICES TAX

- 12.1 Unless stated otherwise and subject to this clause, any amount required to be paid or consideration required to be provided under any other provision of this Agreement, is calculated to be exclusive of GST.
- 12.2 If GST is payable in relation to a supply made by the Contractor to the Company under this Agreement then the Company will pay to the Contractor, an additional amount equal to the GST payable on that supply.

13. CONFIDENTIALITY

- 13.1 For the purpose of this Agreement, **Confidential Information** includes:
 - 13.1.1 the commercial arrangements, equipment or affairs of the Company;
 - 13.1.2 any of the Company's dealings or transactions;
 - 13.1.3 any information regarding the Company's clients, or suppliers or employees;
 - 13.1.4 any training manuals, client lists or other documents prepared by the Company or the Client in the course of business, either of its own initiative or at the request of a customer or other party;
 - 13.1.5 trade secrets of the Company or the Client;
 - 13.1.6 technology, computer programs, software, hardware, designs, internal network configurations (including number of servers, public and private

address ranges), server setup and configuration, authentication details, remote access information, encryption methods in use and in any associated public or private keys, archiving information, data retention process and operating procedures;

- 13.1.7 the terms of this Agreement and any other information relating to this Agreement; and
 - 13.1.8 any other information designated as confidential by the Company or the Client which the Contractor or the Key Person receives, becomes aware of, develops, creates or generates in the course of or incidental to the operation of this Agreement.
- 13.2** The Confidential Information disclosed by the Company or the Client to the Contractor or the Key Person, either directly or through the Contractor's provision of the Services, is disclosed on the basis of the acknowledgments and covenants made in this Agreement.
- 13.3** The Contractor acknowledges that: -
- 13.3.1 the Confidential Information is secret and confidential to the Company or the Client and shall at all times remain the sole property of the Company or the Client;
 - 13.3.2 the Confidential Information and any notes or copies made there from will be received and held in strict confidence by the Contractor; and
 - 13.3.3 the Contractor upon request by the Company or the Client will return promptly all original documents containing the Confidential Information and any copies of those documents and any documents (including any electronic or other copies), and contemporaneously destroy all copies of notes, analyses, compilations and other documents containing or reflecting the Confidential Information and delete entirely and permanently all of the Confidential Information from every computer disk or electronic storage facility of any type owned or used by the Contractor; and shall confirm in writing with the Company or the Client promptly when it has complied with these obligations.
- 13.4** The Contractor will not directly or indirectly, without the prior written consent of the Company or the Client, use, disclose, distribute or publish or permit the use, disclosure, distribution or publication of the Confidential Information to any person, other than in accordance with this Agreement.
- 13.5** The Contractor will ensure that any Contractor, employee or other person or entity required to have access to the Confidential Information in order for the Contractor to fulfil their obligations under this Agreement, including the Key Person, enters into a confidentiality agreement on similar terms to this Agreement.
- 13.6** The Contractor acknowledges that this Agreement does not convey any interest of a proprietary or other nature in the Confidential Information to the Contractor or to any other person to whom the Contractor is entitled to disclose the Confidential Information under this Agreement
- 13.7** The obligations of the Contractor under this Agreement shall continue in force without limit in point of time.
- 13.8** The provisions of this Agreement shall not derogate from but shall be in addition to the obligations of the Contractor implied by common law or equity relating to the breach of confidential information.
- 13.9** The obligations of the Contractor in relation to the Confidential Information under this Agreement do not apply to any part of the Confidential Information that:

- 13.9.1 the Contractor is required to disclose by any applicable law or legally binding order of any court, government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, regulatory authority or other entity acting within its powers;
 - 13.9.2 was provided to the Contractor (without restriction as to its use or disclosure by the Contractor) by a third party whom the Contractor knows is legally entitled to possess the Confidential Information and provide it to the Contractor; or
 - 13.9.3 is now in the public domain or subsequently comes into the public domain, in either event other than as a result of a breach of this Agreement, or is known to the Contractor on a non-confidential basis prior to disclosure to it pursuant to this Agreement.
- 13.10** If the Contractor must make a disclosure as described in Clause 13.9.1, it must disclose only the minimum Confidential Information required to comply with the applicable law or order.
- 13.11** Prior to any use or disclosure in reliance on Clause 13.9.1, the Contractor shall give notice to the Company or the Client with full details of the circumstances of the proposed use or disclosure and of the relevant information to be used or disclosed. The Contractor shall give the Company or the Client a reasonable opportunity to challenge in a court of law or other appropriate body whether the proposed use or disclosure is in accordance with Clause 13.9.1.

14. INTELLECTUAL PROPERTY OWNERSHIP

- 14.1** **Intellectual Property** has the meaning defined at clause 30.1.6.
- 14.2** The Contractor agrees that all Intellectual Property, made or created by the Company or the Client, is the property of the Company or the Client.
- 14.3** The Contractor agrees to assign all right, title and interest in any such Intellectual Property to the Company or the Client immediately upon creation of such Intellectual Property and to take all steps necessary to enable any registrations by or confirmation of assignment of the Intellectual Property.
- 14.4** In relation to Intellectual Property made or created by the Company or the Client, the Contractor agrees that it will not:
- 14.4.1 apply for registration or other form of protection for any such Intellectual Property in any jurisdiction, not purport to do so;
 - 14.4.2 sell, assign, licence, lease or otherwise deal with or dispose of any such Intellectual Property, nor purport to do so;
 - 14.4.3 disclose the existence of any such Intellectual Property to any person without the prior written consent of the Company or the Client.

15. INJUNCTIVE RELIEF

- 15.1** If there is any conduct or threatened conduct which is or will be a breach of this Agreement, the Contractor acknowledges that damages may be inadequate compensation for such a breach and that the Company shall be entitled to apply to any court of competent jurisdiction for interim and permanent injunctive relief restraining the Contractor from committing any breach or threatened breach of this Agreement without showing or proving any actual damage sustained by the Company which rights and remedies shall be cumulative and in addition to any other rights or remedies which the Company may be entitled to at law or in equity.

16. ACKNOWLEDGEMENTS BY THE CONTRACTOR

16.1 The Contractor acknowledges and agrees, for the duration of the Assignment, to comply with, and shall ensure that the Key Person complies with:

- 16.1.1 all State pay-roll Tax obligations;
- 16.1.2 all PAYG tax deductions under Federal Income Tax legislation;
- 16.1.3 all Federal Superannuation Guarantee Levies;
- 16.1.4 annual leave, parental leave, sick leave, long service and other leave entitlements pursuant to the Fair Work Act 2009 and the Long Service Leave Act 1992 (Vic);
- 16.1.5 all Federal and State Anti-Discrimination Laws;
- 16.1.6 all Federal and State privacy principles and other obligations pursuant to the Privacy Act 1988 and or Privacy Amendment (Enhancing Privacy Protection) Act 2012 (as amended);
- 16.1.7 the Client's and the Company's privacy policies or privacy codes (if applicable), as amended from time to time.

16.2 The Contractor shall use best endeavours, and shall ensure that the Key Person uses best endeavours, to act in manner which does not interfere with the Company's reasonable commercial interests for the duration of the assignment.

16.3 Occupational Health and Safety:

- 16.3.1 The Contractor shall comply with, and shall ensure that the Key Person complies with, all statutory obligations relating to matters of occupational health and safety including, but not limited to, obligations imposed on any occupational health and safety legislation.
- 16.3.2 In the performance of work under this Agreement the Contractor shall have regard to all relevant codes of practice, and shall ensure that the Key Person has regard to all relevant codes of practice.
- 16.3.3 The Contractor shall ensure that it and the Key Person will separately and immediately notify the Company of any accident or other circumstance which requires notification to any external authority including an external authority concerned with occupational health and safety or which might reasonably result in an investigation by an external authority. Such notification will include full particulars of the accident or circumstances.

16.4 Policies and Procedures

- 16.4.1 The Contractor shall ensure that it and the Key Person will at all times comply with all relevant policies, procedures and standards of the Company and the Client.
- 16.4.2 The Contractor acknowledges and agrees that a breach of clause 16.4.1 represents a material breach of this Agreement for which the Company may exercise its rights pursuant to clause 11.3.

16.5 Company Values

- 16.5.1 The Contractor warrants and undertakes that it and the Key Person have read and understood the Company values (**Company Values**) as set out in the Values Schedule to this Agreement, as amended from time to time.

- 16.5.2 The Contractor covenants that it and the Key Person will at all times, act faithfully, honestly, diligently and devote their best efforts to perform their respective obligations under this Agreement in line with the Company Values, as amended from time to time.

16.6 Indemnity

The Contractor indemnifies the Company against:

- 16.6.1 any loss, damage or injury to persons or property caused by the Contractor or the Key Person; and
- 16.6.2 any loss or damage incurred by the Company, including legal costs on an indemnity basis, arising from any claim made by the Contractor or the Key Person against the Company or the Client in respect of employment related entitlements.

17. RESTRAINT

- 17.1 For the periods and in the areas referred to in clauses 17.2 and 17.3 below, the Contractor will not, and must ensure the Key Person, the Contractor's officers, employees, contractors and agents will not, undertake work for, provide work to, or become employed by any Client of the Company for whom the Contractor has provided Services under this Agreement.

- 17.2 The Contractor's obligations referred to in clause 17.1 above apply for:

- 17.2.1 a period of twelve months from the date of termination of the Contractor's engagement;
- 17.2.2 a period of six months from the date of termination of the Contractor's engagement;
- 17.2.3 a period of three months from the date of termination of the Contractor's engagement.

- 17.3 The Contractor's obligations referred to in clause 17.1 above apply within:

- 17.3.1 Australia;
- 17.3.2 Victoria and New South Wales;
- 17.3.3 Victoria;
- 17.3.4 New South Wales;
- 17.3.5 the Sydney metropolitan area;
- 17.3.6 the Melbourne metropolitan area.

- 17.4 The Contractor agrees that, for the periods referred to in clauses 17.2, the Contractor will not, and must ensure the Key Person, the Contractor's officers, employees, contractors and agents will not, canvass, solicit, interfere with, entice away or seek to entice away any person, firm or corporation who was at anytime within a period of twelve (12) months prior to the date of termination of the Contractor's engagement a Client, contractor or employee of the Company.

- 17.5 The Contractor acknowledges that the restraints referred to above are reasonable and necessary to protect the Company's business.

17.6 If any of the restraints referred to above is or becomes unenforceable, that part of the relevant clause will be severed from this Agreement, and its unenforceability will not affect the validity and enforceability of the other restraints, which will remain binding on the Contractor.

17.7 Prior to entering this Agreement, the Contractor will enter into a separate agreement with the Key Person (in a form to be approved by the Company), to ensure that the Key Person is bound by similar restraints to this clause 17 in order to protect the interests of the Company.

18. DISPUTE RESOLUTION

18.1 If a dispute arises between the parties in relation to this Agreement (**Dispute**), any party may by written notice to the other party specify the details of the Dispute (**Dispute Notice**).

18.2 If a Dispute Notice is given, then the parties must meet promptly and negotiate in good faith to resolve the Dispute.

18.3 If the Dispute remains unresolved ten (10) business days after receipt of the Dispute Notice, the parties agree to submit the Dispute to mediation administered by a single mediator, which will be agreed between the Parties.

19. GUARANTEES AND WARRANTIES

19.1 Guarantee

19.1.1 The Contractor guarantees that:

- (a) it is conducting business on its own accord;
- (b) it has properly engaged the Nominated Person as an employee and
- (c) it is legally entitled to work or conduct business in Australia.

19.2 Warranties

19.2.1 The Contractor warrants and represents that:

- (a) it has qualifications, experience and expertise in providing the Services;
- (b) it has not relied on any outside statements or information provided by the Company in entering into this Agreement;
- (c) it has examined carefully all information relevant to the risks, contingencies and circumstances having or which might have an effect on the provision of the Services; and
- (d) to the best of the knowledge, information and belief of the Contractor after making due and careful enquiries, there exists no fact or circumstance which would result in, or is reasonably likely to result in, a conflict of interest or duty between the obligations of the Contractor under this Agreement and any other work the Contractor is performing, has performed or has agreed to perform for another party;

- (e) the Contractor has disclosed to the Company every fact or circumstance which may materially affect the ability or willingness of the Contractor or the Nominated Person to carry out its obligations pursuant to this Agreement;
- (f) the performance of the Services does not infringe any Intellectual Property Rights belonging to any third party; and
- (g) the Contractor will comply with its obligations under this Agreement.

20. LIABILITY AND INDEMNITY

- 20.1** The Contractor is liable for all acts and omissions which are committed by it in the course of or as a direct or indirect result of performing the Services.
- 20.2** The Contractor will be liable and agrees to indemnify the Company for all loss, liability, cost, damage, expense, claim or consequence incurred by the Company arising in the course of, or as a direct or indirect result of it performing the Services.
- 20.3** The Contractor shall:
 - 20.3.1 immediately notify the Company of any unsatisfactory Services, problem, liability or damage caused in providing the Services;
 - 20.3.2 immediately rectify any unsatisfactory Services, problem, or damage at no further cost to the Company; and
 - 20.3.3 immediately notify the Company of any conflict of interest which arises in providing the Services to it.
- 20.4** For the avoidance of doubt, the Contractor will be responsible for any liability arising out of the actions or omissions of it, or any Nominated Person in providing the Services.

21. NOTICES

- 21.1** A notice or other communication required or permitted to be given by one party to another must be in writing and:
 - 21.1.1 delivered personally;
 - 21.1.2 sent by pre-paid mail to the address of the addressee specified in this Agreement;
 - 21.1.3 sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee; or
 - 21.1.4 sent by any other method of delivery agreed as acceptable between both parties.
- 21.2** A notice or other communication is taken to have been given (unless otherwise proved):

21.2.1 if mailed, on the second Business Day after posting; or

21.2.2 if sent by facsimile before 4pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.

21.3 A party may change its address for service by giving notice of that change in writing to the other parties

22. WAIVER OR VARIATION

22.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

22.2 The exercise of a power or right does not preclude:

22.2.1 its future exercise; or

22.2.2 the exercise of any other power or right.

22.3 The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

23. FURTHER ASSURANCE

23.1 Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

24. COUNTERPARTS

24.1 This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party.

25. WHOLE AGREEMENT

25.1 In relation to the subject matter of this Agreement:

25.1.1 this Agreement is the whole agreement between the parties; and

25.1.2 this Agreement supersedes all oral and written communications by or on behalf of any of the parties.

26. NO RELIANCE ON WARRANTIES AND REPRESENTATIONS

26.1 In entering into this Agreement, each party:

26.1.1 has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any person; and

26.1.2 has relied entirely on its own enquiries in relation to the subject matter of this Agreement.

26.2 This clause does not apply to warranties and representations that this Agreement expressly sets out.

27. NO MERGER

27.1 Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

28. CONSENTS AND APPROVALS

28.1 Where this Agreement gives any party a right or power to consent or approve in relation to a matter under this Agreement, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval.

29. MISCELLANEOUS

29.1 Assignment

The Contractor may not assign their rights under this Agreement without the consent of the Company.

29.2 Severability

Any provision of this Agreement which is or becomes illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate the remaining provisions.

29.3 Variation

This Agreement may not be changed or modified in any way after it has been signed except in writing signed by or on behalf of all the parties.

29.4 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of the State of Victoria.

29.5 Survival

If this Agreement is terminated for any reason such termination will not affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any provision of this Agreement (in so far as it imposes obligations on the Contractor) which is expressly or by implication intended to come into force or continue on or after the termination.

29.6 Delivery as a Deed

Each party by signing or executing this Agreement is deemed to unconditionally sign, seal and deliver this Agreement as a deed, with the intention of being immediately legally bound by this Agreement.

30. INTERPRETATION

30.1.1 In this Agreement, unless otherwise indicated by the context:

30.1.2 Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Victoria.

30.1.3 Business Hours means the hours of 8am to 6pm on Monday to Friday.
An ordinary working week is defined as 40 hours of work between the

hours of 8 a.m. to 6 p.m. Monday through Friday; 8 working hours per day.

- 30.1.4 Commencement Date means the date provided in **Item 5** of the Assignment Schedule;
- 30.1.5 GST has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 30.1.6 Insolvency Event means the occurrence of any one of the following events:
 - (a) a party to this Agreement becomes “insolvent under administration” as defined in section 9 of the Corporations Act 2001;
 - (b) any step is taken (including without limitation, any application made, proceedings commenced, or resolution passed or proposed in a notice of meeting) for the winding-up or dissolution of a party to this Agreement for the appointment of an administrator, receiver, receiver and manager, liquidator or provisional liquidator to a party to this Agreement or any of its assets;
 - (c) a party to this Agreement resolves to enter into or enters into a scheme of arrangement or composition with, or assignment, for the benefit of all or any class of its creditors or proposes a reorganisation, moratorium or other administration involving any of them;
 - (d) a party to this Agreement becomes unable to pay its debts when they fall due, resolves to wind itself up or otherwise dissolve of itself; or
 - (e) proceedings are commenced to make a party to this Agreement bankrupt.
- 30.1.7 Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world, including but not limited to all rights comprised in any copyright (including future copyright and rights in the nature of or analogous to copyright) patent, design, trade mark, circuit layout whether at common law or conferred by statute, whether or not now existing, and whether registered or registrable and including any rights to apply for registration, and rights to protect trade secrets, know-how, goodwill or Confidential Information for the full period of such rights and any renewals or extensions;
- 30.1.8 Related Body Corporate has the same definition as contained in the Corporations Act 2001;
- 30.1.9 Services means the services to be carried out by the Contractor which are set out in **Item 5** of the Assignment Schedule and any service deliverables set out in **Item 6** of the Assignment Schedule; and

30.1.10 Taxes includes all withholding taxes (including PAYG, if applicable), superannuation charge amounts, fringe benefits taxes, worker's compensation insurance premiums and payroll taxes imposed by any Governmental authority on or arising out of or in relation to the relationships between the Company and the Contractor.

30.2 In this Agreement, unless otherwise indicated by the context:

30.2.1 words importing the singular include the plural and vice versa;

30.2.2 headings are for convenience only and do not affect interpretation of this Agreement;

30.2.3 a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;

30.2.4 where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

30.2.5 an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;

30.2.6 a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;

30.2.7 a reference to a party includes that party's legal personal representatives, successors and permitted assigns;

30.2.8 a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;

30.2.9 a reference to a body, whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and

30.2.10 including and similar expressions are not words of limitation.

Executed by the parties as a Deed.

EXECUTED by HEALTHCARE LOGIC PTY LTD – ABN 616 106 382

By authorised representative:

Gerard Murphy
National Executive General Manager



Signed

**EXECUTED by TALENT CONSULTING SIMPLE JOINT STOCK COMPANY - NIP
7712926996**

in accordance with section 127{1) of the Corporations Act 2001:

Name (Printed)

Alex Sytnyk

Position

Senior Developer

Signed

Alex Sytnyk

ASSIGNMENT SCHEDULE

1. Contractor Details

Company name: TALENT CONSULTING SIMPLE JOINT STOCK COMPANY - NIP
7712926996

Registered address: UL. SZEWSKA 2, 97-300 PIOTRKOW TRYBUNALSK, Poland

2. Key Person

Name: Alex Sytnyk

3. The Contractor's fees (exclusive of GST) will be as follows:

Fee: \$280 per day

4. Invoicing/Payment of fees

4.1 The Contractor shall invoice the Company fortnightly for the Fees during the term of an Assignment.

4.2 The Fees are payable, within 10 days of an invoice being provided to the Company by the Contractor.

5. Assignment Details

5.1 Client: Desart

5.2 Location: Working remote

5.3 Services: Senior FullStack Developer

5.4 Description: Desart: Development, solution design and delivery services
Participate in various internal and client related support activities

5.5 Duration: Period commencing Monday the 19th of October 2020

Period ending Sunday the 22th of October 2023

6. Service Deliverables:

- Solution design consultation, development and delivery
- Strategic and tactical advice
- Documentation
- Other artefacts and activities as required

7. Special Conditions:

- Workers' compensation insurance (Section 10 - Insurance) is not to required to be provided by the Contractor / Key Person for this engagement.

The Contractor and the Key Person each accept and agree to the terms of this Assignment.

Signed for and on behalf of the Contractor:

Signature Alex Sytnyk

Office held Senior FullStack Engineer

Date 16 / 10 / 2020

Signed by the Key Person:

Signature Alex Sytnyk

Date 16 / 10 / 2020

