

Contract

Date: 16th December 2009

BETWEEN:

Rockingham Partners Pty Ltd - ABN 134 058 432

TRADING AS

Rockingham Partners

of

Suite 1, 5 Narrung Road, Mt Eliza 3930 VIC ("Company")

AND **Frank Tkalcevic** **(THE CONTRACTOR)**

WHEREAS

Rockingham Partners hereby engages THE CONTRACTOR to carry out the work described in the Schedule subject to the terms and conditions referred to in this Agreement.

Quality of Work

- 1) THE CONTRACTOR shall carry out the Work in a conscientious, expeditious and ethical fashion.
- 2) THE CONTRACTOR warrants that it, its employees and agents are competent and have the necessary skills to carry out the work.

Assignment

- 3) THE CONTRACTOR shall not assign this agreement without the written consent of Rockingham Partners.
- 4) THE CONTRACTOR shall only engage agents or employees to carry out the Work or assist THE CONTRACTOR to carry out the Work pursuant to this agreement as set out in the Schedule. Further persons may only be engaged by THE CONTRACTOR provided such persons are acceptable to Rockingham Partners and the Client and THE CONTRACTOR have obtained the prior written consent of Rockingham Partners to any such engagement. Rockingham Partners may at any time require that THE CONTRACTOR terminate the provision of services of a person engaged by THE CONTRACTOR to perform the work pursuant to this Agreement.

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- 5) Consistent with 3) and 4) above, and as required, in the event where THE CONTRACTOR is unable to meet the requirements of the work as described in the Schedule, either through absence on sick or annual leave, or for any other reason, then Rockingham Partners shall arrange, at Rockingham Partners cost, for a suitable replacement to be provided.

Remuneration and Confidentiality

- 6) Rockingham Partners shall make payments to THE CONTRACTOR as set out in the Schedule. Both Rockingham Partners fees and THE CONTRACTOR's rate of remuneration are confidential information and THE CONTRACTOR, its employees, agents or contractors shall not discuss with or disclose to the Client, the Client's employees, agents, contractors or Rockingham Partners contractors, agents or employees said confidential information without prior written authorisation from Rockingham Partners.
- 7) The Client will reimburse all reasonable costs incurred by THE CONTRACTOR in performing the Work. Such costs are set out in the Schedule. THE CONTRACTOR must complete and provide The Client with a detailed record of all expenses incurred, which will be reimbursed promptly after receipt of the claim.

Insurance

- 8) THE CONTRACTOR shall effect all insurance required to be effected by it by law. Without limiting the generality hereof THE CONTRACTOR shall arrange all necessary insurance with respect to both public liability and its employees under the provisions of any relevant worker's compensation legislation and shall if required by Rockingham Partners produce evidence of such insurance from time to time including renewals of such insurance policies. THE CONTRACTOR indemnifies Rockingham Partners from and against all actions, cost, charges, claims and demands in respect of any failure by THE CONTRACTOR to hold adequate insurance as provided herein.

Taxation and Superannuation

- 9) THE CONTRACTOR shall be responsible for and provide the payment of all taxes and imposts including income taxation and superannuation in respect of THE CONTRACTOR, its employees, agents, and contractors. THE CONTRACTOR indemnifies Rockingham Partners from and against all actions, costs, charges, claims and demands in respect of any failure by THE CONTRACTOR to comply with its obligations pursuant to this Agreement or under the law generally with respect to taxation and superannuation.

Indemnities

- 10) THE CONTRACTOR shall be responsible for and shall indemnify Rockingham Partners against liability for all loss, damage or injury to person or property caused by THE CONTRACTOR, its employees or agents, and the amount of all claims, damages, cost and expenses, which may be paid, suffered or incurred by Rockingham Partners in respect of any such loss, damage or injury shall be made good at THE CONTRACTOR' expense and may be deducted from any money's due or becoming due to THE CONTRACTOR.

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- 11) Throughout the continuance of this agreement, THE CONTRACTOR shall conform at its own cost and expenses with all Acts of the Government and all Regulations, by law. Ordinances or orders made there under and the lawful requirements of any Public Municipal or other authority so far as the same may effect or apply to THE CONTRACTOR or the Work being carried out by THE CONTRACTOR, and THE CONTRACTOR shall indemnify the Client and Rockingham Partners from and against all actions, cost, charges, claims and demands in respect thereof.

Relationship of the Parties

- 12) THE CONTRACTOR's relationship with Rockingham Partners shall be that of independent contractor. Nothing contained herein shall constitute the relationship of partnership, principal and agent or employer and employee between the parties hereto and it is the express intention of the parties that any such relationships are denied.
- 13) The address of each party as referred to in this Agreement shall be the address of that party for service of notices or other communications hereunder which may be effected by personal delivery, electronic mail (with hardcopy backup), facsimile or by post, and if by post the date of service shall be deemed to be the day after the date of posting.

Governing Law

- 14) This Agreement shall be construed and take effect in accordance with the laws of Victoria, Australia.

Entire Agreement and Modification

- 15) This Agreement constitutes the entire agreement between the parties. Any prior arrangements, agreements, representations or undertakings are superseded. This Agreement may be modified only in writing signed by duly authorised persons for both parties.

Severability

- 16) If any provision of this agreement should be held to be invalid in any way or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

Restraint

- 17) THE CONTRACTOR agrees that it, its employees or agents shall not without the prior written approval of Rockingham Partners for a period of twelve months from the termination of this Agreement either personally, on behalf of an agent, firm or company, or any person, perform similar work for the Client.
- 18) Where either during the period of this Agreement or within a period of 12 months from the expiration or termination of this agreement THE CONTRACTOR performs similar work for

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the Client, contracts or otherwise becomes engaged by the Client, THE CONTRACTOR agrees to pay Rockingham Partners a fee equivalent to 10% of the effective hourly or daily rate or equivalent, except by prior written agreement between the parties.

Confidentiality

- 19) THE CONTRACTOR agrees that it, its employees and agents shall not, both during and after the term of the Agreement, make improper use of any confidential information acquired by virtue of this Agreement, to gain directly or indirectly, an advantage for itself or any other person or to cause detriment to the Client or Rockingham Partners. THE CONTRACTOR further agrees not to:
- a. use confidential information for any purpose other than for the benefit of the Client during or after the term of this Agreement;
 - b. remove confidential information from either the premises of the Client or the premises of Rockingham Partners without the consent of the Client or Rockingham Partners; and,
 - c. appropriate, copy, memorise or in any other way reproduce confidential information save as authorised by the Client or Rockingham Partners.

Accounts

- 20) THE CONTRACTOR must complete and provide Rockingham Partners with an approved time sheet signed by an authorised officer on a weekly basis. Rockingham Partners agrees to pay THE CONTRACTOR the agreed remuneration as set out in the Schedule after receipt of the said time sheet. THE CONTRACTOR is to provide Rockingham Partners with financial institution account numbers for direct payment of fees and approved expenses to be used only for the duration of this agreement.

Term of Agreement

- 21) This Agreement shall continue for the term set out in the Schedule and for the duration of any extension or further term agreed to by the parties whether such agreement as to any extension or further term is verbal, in writing, or by conduct of the parties.

Termination

- 22) During the term of this Agreement, or any extension or further agreed term thereof, either party may terminate this Agreement at any time by giving four weeks written notice. Upon an agreed termination or expiration, Rockingham Partners' sole liability to THE CONTRACTOR is payment of the agreed rate of remuneration up to the date of the termination or expiration and any outstanding expense claims incurred during the performance of the Work.

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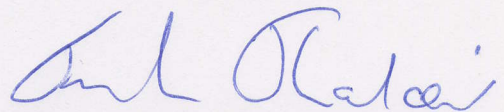
MASTER CONTRACT**SCHEDULE**

- 1) The Subcontractor is: Frank Tkalcevic
- 2) The date of this Agreement is: 16th December 2009
- 3) The Task is: Software Engineer
- 4) The Client is: Religare Technology
Lvl 1, 55 Southbank Blvd, Southbank 3001
- 5) Authorised employees/agents:
- 6) Remuneration: \$50.00 per hour
- 7) Additional Expenses: To be arranged by The Client if required
- 8) The Commencement Date for the Work is: 17th December 2009
- 9) The Term of this Agreement is: until 31st March 2010 (extendable if req.)
- 10) Payment Terms are: Payment to THE CONTRACTOR by Rockingham Partners will be on a monthly invoiced basis. This process will begin by forwarding to Rockingham Partners by email your weekly signed timesheet duly authorised by the nominated representative of the Client.

THE CONTRACTOR'S invoice will then be paid on or around the 15th of the following month, providing the 15th day is a normal business day. To ensure that THE CONTRACTOR receives their monthly invoiced payment on time, we at Rockingham Partners require that THE CONTRACTOR forwards to us by email the monthly invoice within two (2) working days of the end of the month just completed. Failure to comply with these requirements will result in late payments being made to you.

Signed by Rockingham Partners:

Accepted by:



Rockingham Partners

THE CONTRACTOR

* This Contract may be assigned to our nominated payroll company Entity Solutions