

CONTRACT AGREEMENT

THIS CONTRACT (the "Agreement") made and entered into this **7th day of December, 2021** (the "Execution Date"),

BETWEEN:

Post Dining, ACN 18 641 089 385 of 100 Sixth St, Bowden SA 5007 (the "Client")

- AND -

Joshua Kernich, **ABN of ADDRESS** (the "Contractor")

BACKGROUND:

A. The Contractor is a professional **XX**.

B. The Client wishes to engage the Contractor subject to the terms and conditions as follows:

IN CONSIDERATION OF and as a condition of the Client hiring the Contractor and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

1. Business Address of the Contractor

1. Any payments by cheque or money order should be made out to Joshua Kernich.

The Contractor's business address is as follows:

Address: **XX**

Telephone: 0430 568 985

Email: joshua.kernich@gmail.com

2. Business Address of the Client

2. The Client's business address is as follows:

Address: 100 Sixth St, Bowden SA 5007

Telephone: (04) 6659 0855

Email: hello@post-dining.com

4. Services

4. The design, development and delivery of a digital web application, in accordance with design specifications and creative development consultation with The Client. The due date for completion is 18th February 2022.

5. Intellectual Property

5. The Contractor agrees that all material designed, developed and delivered for The Client in relation to the Agreement will be the property of The Client.

6. Payment

6. In full consideration for all services rendered by the Contractor, the Client agrees to pay the Contractor a fixed fee of \$5000.00 AUD (the "Fee").

7. Deposit

7. The Client will pay to the Contractor \$1250.00 AUD as a deposit (the "Deposit"), which is 25% of the Payment Fee, by 1 January 2022. If the Client fails to provide the Deposit promptly by 1 January 2022, the Contractor may cancel this Agreement without further obligation.

8. Contractor Expenses

8. The Contractor agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses and covers any costs incurred by the Contractor whatsoever, except as expressly provided in this Agreement.

9. Payment of Balance

9. Promptly after the delivery of the Services, the Client will pay to the Contractor any outstanding balance of the Fee via online payment.

10. Cancellation

10. The Contractor reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to 1 January 2022. In the event the Contractor cancels the Services under the terms of this section, the Deposit will be returned to the Client promptly.

11. The Client reserves the right to cancel this Agreement without obligation upon written notice to the Contractor prior to **1 January 2022**. In the event of said cancellation, the Deposit will be returned promptly. Cancellation by the Client for any reason later than **1 January 2022** will result in forfeit of the Deposit.

12. Security Deposit

12. The Contractor will not be required to post a security deposit against any or all possible damage related to or arising from the Services.

13. Force Majeure

13. Neither the Contractor nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labour difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Contractor and the Client.

14. Sickness and Accidents

14. The Contractor agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under this section will result in the Contractor returning any and all outstanding deposits to the Client.

15. Australian Business Number (ABN)

15. Where the Client requires the Contractor to furnish an ABN in respect of payment, it shall only be for the purpose of the taxation laws. This Agreement is not a Tax Invoice. Note any GST component may not be payable in the event of cancellation.

16. Governing Law

16. This Agreement will be governed by, and construed in accordance with, the laws of the State of South Australia. The Client and the Contractor each submit to the jurisdiction of the courts of the State of South Australia for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

17. Covenant of Good Faith and Fair Dealing

17. The Client and the Contractor agree to perform their obligations under this Agreement, in all respects, in good faith.

18. Miscellaneous Terms

18. Time is of the essence in this Agreement. Digital signatures are binding and are considered to be original signatures.
19. No part of the Services may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Contractor violates this section, the Client may immediately cancel the Services and this Agreement.
20. The Contractor's representative warrants that by signing this Agreement it has the authority to bind the Contractor to the terms and conditions of this Agreement.
21. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
22. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Contractor, or to the Contractor by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
23. It is the intent of the parties to this Agreement that the Contractor is an independent contractor and will control the manner and means of the Services. The Client will control the scheduling of the Services. The Contractor is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Services and it is

expected that the Contractor will enter other similar agreements with other clients.

IN WITNESS WHEREOF the Client and Contractor have duly affixed their signatures

Client: Post Dining

Signature : _____ Date: _____ /2021

Stephanie Daughtry, Company Director
Name & Position : _____

Contractor: Joshua Kernich

Signature : Joshua Kernich Date: 19 April, 2022 ©2002-2021