It has come to my attention that an EX - remote staff sub contractor named Zeylanica Cariaga, a Virtual Assistant we placed to work with you from April 10 2012, is still working with you directly despite you canceling on the service.

Remote Staff is advising you formally via email that you have no approval to work with the contractor directly or in-directly, regardless of what you might think on this matter. Please understand that you have no approval or authority to have taken such actions as per the Service Agreement. This email serves as a noticed is made on May 30, 2012.

Notice given to you is for:

1) Further employment of sub contractor without Remote Staff approval:

We have evidence confirming that you are still working directly with Zeylanica after canceling the service. Let me point you to the clause on our Service Agreement regarding directly hiring a contractor.

- 7.1 If The Client or a related body corporate make an offer of permanent employment or further projects or different assignments to a Remote Staff Service Provider who is performing an Assignment for The Client (or who has performed an Assignment for The Client during the previous twelve (12) months) which is accepted by that Remote Staff Service Provider, The Client must pay to Remote Staff 5,000.00 AUD plus GST for each Remote Staff Service Provider employed by the Client, which amount may be amended from time to time in writing at the absolute discretion of Remote Staff.
- 7.2 Upon termination of this Contract, The Client or a related body corporate cannot make an offer in respect of a contract, permanent employment, further projects or different assignments to a Remote Staff Service Provider who is performing an Assignment for The Client (or who has performed an Assignment for The Client during the previous twelve (12) months) until after 12 months following the termination of this Contract.
- 7.5 If The Client breaches clauses 7.2 and 7.3 above, The Client must pay to Remote Staff an agreed placement fee of 5,000 AUD plus GST for each Remote Staff Service Provider or person employed by The Client, which amount may be amended from time to time in writing at the absolute discretion of Remote Staff.

Dispute Resolution between You and Think Innovations Pty. Ltd T/A Remote Staff:

a) If the Client breaches the Remote Staff contract and fails to remedy such breach within 7 business days of receipt of notice (notice given today 30 May 2012) from the first party (Remote Staff CEO Chris Jankulovski) specifying the breach (Further employment of EX sub contractor without Remote Staff approval) and requiring it to be remedied (Placement fee invoice from Remote Staff to **Kirk Simpson** of Lucra Property Group needs to be issued at AUD\$5,000 + GST).

b) If a dispute arises and the parties cannot resolve the dispute within 7 business days, the parties must attend mediation administered by the Australia Commercial Disputes Centre (ACDC) before having recourse to arbitration or litigation. In the event that the dispute has not settled within 28 business days or such other period as agreed to in writing between the parties after the appointment of a mediator, the dispute is to be submitted arbitration administered by ACDC and conducted in accordance with ACDC's arbitration guidelines which are deemed incorporated subjected to the following:

- The arbitration is deemed to commence and take place in Sydney Australia
- The arbitration does not require personal appearances of the parties or witnesses and
- > The arbitration is to be conducted by telephone link and or solely based on written submissions and written statements
- > Any award made pursuant to the arbitration may be entered in any court of competent jurisdiction for enforcement

If we don't resolve this issue by June 8, 2012, a receiver, controller, liquidator, administrator or other like person, in my case I have a law firm on retainer, my lawyer's name is **Ian Tait from Tait & Co business lawyers, located at level 3, 220 Georges Terrace St, Perth WA 6000** will be appointed for the whole or substantially the whole of the other party's assets, undertakings or business.

On A Personal note:

Unfortunately Kirk your working with Zeylanica has been a clear breach of the Remote Staff contract you have with us. Therefore I will be advising our accounts team to invoice you a placement fee once we come to an agreement. It takes the company Remote Staff about 5.5 months to actually see \$1 profit on any placements we offer our clients such as yourself. You might think we make some big margin on top of staff wages but often clients under estimate just how much work we actually do to make the Remote Staff service possible. It is in my right to not only protect my business, but to also seek damage if we don't resolve our current issues we have with you.

I know getting a placement invoice for \$5,500 inc GST from Remote Staff is out of the blue for you and a payment term of 7 days might not be something you are ready for. For that reason, it's best we have a chat about this and see what we could come to an agreement with. Call me on my direct Sydney number 02 8005 0569 between 3 PM and 5 PM Sydney. If we don't manage to connect, the invoice will be issued on June 8, 2012.

Regards Chris Jankulovski CEO Think Innovations Pty Ltd Remote Staff limited Ph: 02 8005 0569