

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

Think Innovations Pty. Ltd T/A Remote Staff
of Suite 1A, level 2 802 Pacific Highway,
Gordon NSW 2072 Australia.

AND

< NAME>

Of < Address> ('the Contractor')

RECITALS

- A. Subject to the terms and conditions of this Agreement, Remote Staff hereby engages the Contractor as an independent Contractor to perform the services set out within this Agreement, and the Contractor hereby accepts such engagement.

IT IS AGREED as follows:

1. DEFINITIONS:

“\$” means Australian dollars;

“₱” means Philippine Pesos;

“**Client**” means any entity to whom Remote Staff provides its services;

“**Confidential Information**” has the meaning given to that term in Section 9.1 of this Agreement;

“**Contractor**” means an independent contractor engaged by Remote Staff to perform services for Remote Staff Clients on the Remote Staff Subcontractor System, in accordance with the instructions of the Client;

“Remote Staff” means **Think Innovations Pty. Ltd. T/A Remote Staff** of Suite 1A, level 2 802 Pacific Highway, Gordon NSW 2072 Australia its Associates, Contractors and Subcontractors;

“Party” means Remote Staff, the Contractor, or both;

“Representative” in relation to a party means:

- (a) each of the party’s related bodies corporate; and
 - (b) the party’s or any of its related bodies corporates’:
 - (i) directors, officers, employees; and
 - (ii) agents (including financial advisers, legal advisers and accountants);
- and

“Services” means the items set out in Section 3.1 of this Agreement.

2. COMMENCEMENT AND TERM

Remote Staff hereby appoints the Contractor to render the Services and deliver reports while working from home, designated offices or combination of both. This Agreement is valid for a period of twelve (12) months. If the Parties wish for the Contractor to continue working with Remote Staff, it may be renewed after a period of twelve (12) months at their discretion.

3. CONTRACTOR DUTIES

3.1 The Contractor will:

- Perform **<Job Designation >** role for Remote Staff’s Client.
- Perform **<Job Designation >** while logged in to the Remote Staff’s Sub Contracting System

And (summarily, “the Services”).

3.2 The Contractor is required to log-in to Remote Staff’s Sub-Contracting System (hereinafter referred to as the “SYSTEM”) to receive instructions from Remote Staff’s Client (hereinafter referred to as the “CLIENT”).

The log-in time shall depend on the preferences of the Client whom they are servicing.

3.3 The Contractor must log-in to the SYSTEM for a minimum period of **<eight (8)>** hours for a work assignment. In case the Contractor cannot accept an **<eight (8)>** hour work assignment on any scheduled day, then the Contractor shall give Remote Staff at least 2 days prior notice of said unavailability and Remote Staff shall have the option to assign that project/Client to another Contractor.

3.4 In the event that the Contractor is not logged in Remote Staff's system as specified in 3.3, the Contractor shall be considered unavailable to service his/her Clients and when there is no notice within the first sixty (60) minutes of the Contractor's scheduled **<eight (8) hours>** minimum log-in time in the SYSTEM.

In this case, Remote Staff shall not be liable to pay the Contractor any compensation for that day.

3.5 In the event the Contractor is unavailable to log into the System and perform services for the Client for two (2) consecutive days **without notice** to Remote Staff, it shall be construed as a breach of the Contractor's duties and in such case is subject to the following:

- a) Penalty in the amount of ₱50,000 for monetary damages without prejudice to Remote Staff in filing a case against the Contractor in a competent court of law; and
- b) Banning or black-listing of the Contractor wherein, announcement and notices shall be forwarded to different recruiting agencies including but not limited to JOBSDb, JobStreet, Newspaper, and especially to other remote work environment companies.

3.6 If the Client does not require the services of the Contractor because of a holiday in the country or state of the Client, then Remote Staff shall give the Contractor notice thereof, and the Contractor shall not log into the SYSTEM.

Moreover, Remote Staff shall not compensate the Contractor in case he/she shall log into the system and there is no request for work from the Client because of a holiday. In case the Client requests that the Contractor shall perform services on a holiday, the Contractor shall perform said services at his/her regular hourly rate. The parties hereby agree that as an independent contractor, the Contractor is not legally entitled to holiday pay under Philippine law.

3.7 The Contractor agrees that [he or she] is capable of complying with, and will comply with, Remote Staff's reasonable policies, process and methods of servicing Clients as set out within Schedule 1 of this Agreement.

3.8 The Contractor understands that his/her day to day duties will be governed by Clients of Remote Services. Remote Services will monitor the Contractor's activities and work attendance, but Remote Staff's Clients will provide all technical and operational guidance and instructions.

4 RELATIONSHIPS WITH STAFF AND CLIENTS & NON- COMPETITION

- 4.1 For a period of twelve (12) months following any termination or expiration of this Agreement, the Contractor shall not, directly or indirectly, hire, solicit, or encourage to leave Remote Staff's employment, any employee, consultant or Contractor of Remote Staff, or hire any such employee, consultant, or Contractor who has left Remote Staff's employment or contractual engagement within one year of such employment or engagement.
- 4.2 The Contractor understands that although he/she may work directly with Remote Staff's Clients, he/she is representing Remote Staff and must protect the integrity of Remote Staff's relationships with those Clients. The Contractor therefore agrees that for the entire duration of this Agreement and for a period of twelve (12) months following any termination or expiration of this Agreement, he/she shall not engage, entice, or otherwise seek to work directly with any Remote Staff Client, and cannot accept offers to work directly for any former Remote Staff client, whether or not the Contractor provides or provided Services to that Remote Staff Client, without the prior written permission of Remote Staff. For the avoidance of doubt, this Section 4.2 shall survive the termination of this Agreement for a period of twelve (12) months following the expiration or termination of this Agreement.
- 4.3 The Contractor understands that although he/she may work directly with Remote Staff's Clients, he/she is a Contractor of Remote Staff and not of those Clients. The Contractor therefore agrees and warrants that he/she will not in any way discuss any part of this Agreement directly with any Remote Staff Client, and will bring any questions, comments or grievances that relate to this Agreement directly to Remote Staff only.
- 4.4 The contractor understands and agrees not to engage in recommending or referring anyone to work directly with any Remote Staff Client, without prior written permission of Remote Staff.

5 COMPENSATION

- 5.1 As full compensation for the services rendered pursuant to this Agreement, Remote Staff shall pay the Contractor an hourly rate of ~~₱~~<Hourly Rate> net compensation during the first week of each month following the month when the service was rendered through bank transfer, plus valid and reasonable expenses incurred in the performance of Services which have prior approval from Remote Staff. No payment will be made until the Contractor performs the contracted services or attends any mandatory training for at least 5 consecutive days.

- 5.2 Remote Staff shall only pay for the hours worked. The hours spent on relevant works and performance of duties is to be paid provided that the Contractor is logged in Remote Staff's system.
- 5.3 The Contractor shall submit written documentation and receipts on which relevant approved expenses are incurred. Remote Staff shall pay the Contractor the amount due pursuant to submission of relevant documentations and receipts on the next effective pay day.
- 5.4 Remote Staff shall pay additional compensation for services rendered by the Contractor beyond **<eight (8) hours>** as stipulated in Section 3.2 of this Agreement, in accordance with the regular hourly rate of the Contractor. **Provided**, however, that the compensation shall only be given for services that were previously requested and approved by the Client.
- 5.5 The Contractor acknowledges that, as an independent contractor, he/she shall not be entitled to any monies or other compensation for the Services. Further, the Contractor shall not accept any form of financial compensation from any of Remote Staff's subsidiaries, affiliates, Clients, offices, and employees without a written approval from Remote Staff.
- 5.6 In the event of termination by the Contractor, provided that he/she is not in material breach of this Agreement, the Contractor shall be entitled to keep all monies already paid and Remote Staff's sole obligation shall be to pay the amount due for duties already performed and materials already accepted, pro rata.

6 TERMINATION

6.1 This Agreement may be terminated:

- a) FOR CAUSE:** by Remote Staff at any time upon one (1) day notice. Causes for termination shall include the following:
- a.1. Any breach of the terms of this Agreement;
 - a.2. Continuous non-availability of the Contractor to perform services for the Client without notice to Remote Staff;
 - a.3. Serious misdemeanor against Remote Staff or the Client's personnel;
 - a.4. Negligence in the performance by the Contractor of his duties to the Client;

- a.5. Failure to maintain a minimum internet speed of 1.0 MBPS for downloads and 0.30MBPS for uploads;
- a.6. Client terminated the services of the Contractor for any reason;
- a.7. Inability to perform the work required; or
- a.8. Analogous cases

b) WITHOUT CAUSE: by Remote Staff at any time upon fifteen (15) days written notice.

- 6.2 In case this Agreement is terminated for any reason by the Contractor a written notice to Remote Staff for contract termination should be submitted at least fifteen (15) business days before the date of which this Agreement is to be terminated. If the Contractor does not comply to this, a penalty of ₱50,000 is to be paid by the Contractor to Remote Staff.
- 6.3 The Contractor cannot in any way work directly with any of Remote Staff's subsidiaries, affiliates, Clients, offices, and employees within 12 months after the termination of this Agreement.

7 NATURE OF RELATIONSHIP

- 7.1 The Contractor is not, and shall not be considered an employee of Remote Staff. The relationship of the Contractor to Remote Staff established by this agreement is that of an Independent Contractor. The Contractor acknowledges full responsibility for compliance with all Philippine tax legislation regarding taxes that may accrue on the compensation, including expenses, if any, paid to the Contractor as a result of services rendered to Remote Staff.
- 7.2 Remote Staff shall not be liable for any deductions and remittances of SSS, Philhealth, and HDMF (PAG-IBIG) contributions, withholding tax, or other taxes for or on behalf of the Contractor in performing the duties and responsibilities under this Agreement

8. OWNERSHIP RIGHTS

- 8.1 Any and all inventions, discoveries, developments, innovations, websites, web pages, graphic designs, icons, source codes, computer programming, and other elements incorporated therein conceived by the Contractor during this engagement relative to the Services shall be the exclusive property of Remote Staff's Client; and the Contractor hereby assigns all right, title, and interest in the same to Remote Staff's Client.
- 8.2 Remote Staff owns all rights, titles, and interests in and to Remote Staff's trademarks, trade names, service marks, inventions, copyrights, trade secrets,

patents, technology, software, and know-how related to the design, function, or operation of the Services.

8.3 All files, records, documents, blueprints, specifications, information, letters, notes, media lists, creative works, notebooks, and similar items relating to the business of Remote Staff, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of Remote Staff.

8.4 Upon the expiration or earlier termination of this Agreement, or whenever requested by Remote Staff, the Contractor shall immediately deliver to Remote Staff all files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control which are the property of Remote Staff's Client.

9. CONFIDENTIALITY

9.1 The Contractor acknowledges that during the engagement [he or she] may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, computer programs, records and specifications owned or licensed by Remote Staff and/or used by Remote Staff in connection with the operation of its business including, without limitation, Remote Staff's business and product processes, methods, customer lists, accounts and procedures (summarily, "Confidential Information").

9.2 The Contractor agrees that [he or she] will not disclose any Confidential Information, directly or indirectly, or use any Confidential Information in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement or as required by law.

10. EXTENSION AND AMENDMENT

The Agreement may only be extended or amended by another agreement executed by both parties. Any changes will be announced on the Remote Staff Website and emailed to the Independent Contractors.

11. REMEDIES

11.1 In the event of termination of this Agreement because of or due to non compliance to this Agreement by the Contractor, or in case of any breach of the terms of Section 4 of this Agreement, Remote Staff shall charge the Contractor for damages in the amount Fifty Thousand Pesos (P50,000.00), or the amount of any actual damages and losses that Remote Staff may incur because of the

Contractor's acts or omissions, whichever is higher; Provided further, that said damages shall be due to Remote Staff immediately upon any breach of the provisions of this Section, and if said damages remain unpaid, Remote Staff shall be entitled to interest at the rate of Six percent (6%) per month of delay, until the amount is fully paid; Provided further, that in case the Contractor does not pay the amount in full after written demand and Remote Staff shall require the services of a lawyer to collect the amount, then Remote Staff shall also be entitled to legal fees in the minimum amount of Fifty Thousand Pesos (P50,000.00) and actual cost of suit; Provided finally, that Remote Staff shall be entitled to hold any and all accounts payable to the Contractor to the extent of the Contractor's liability under this Section.

12. INDEMNITY

12.1. The Contractor indemnifies Remote Staff, its representatives, affiliates and agents from all direct and indirect, consequential or special claims, costs, losses and liabilities (including, without limitation, attorney's fees, legal costs and all damages sustained by Clients) suffered or incurred by any of them as a result of or in connection with any breach of this Agreement by the Contractor and [his/her] representatives, affiliates and agents.

12.2. Remote Staff shall hold the Contractors liable for any and all indirect, consequential or special loss or damage (whether in contract, negligence or for any other common law or statutory cause of action and including without limitation damage to or loss of any data, loss of profits and damages sustained or incurred as a result of a claim by a third person and even if that party knew they were possible or otherwise foreseeable) suffered by Remote Staff arising from any fault or negligence of the Contractor or in connection with this Agreement.

13. RELEASE CONTRACT AGREEMENT

In the event that the Contractor is sponsored by a Client to work and live in Australia, the Contractor shall pay Remote Staff the amount of Three Thousand Australian Dollars (AUD \$3,000.00).

14. ASSIGNMENT

Neither party may assign, charge, encumber or otherwise deal with any of its rights or obligations under this Agreement, or attempt or purport to do so, without the prior written consent of the other party.

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.

16. CONSTRUCTION

This Agreement shall be deemed the joint work product of the parties to this Agreement without regard to the identity of the draftsman and any rule of construction that a document shall be construed against the drafter shall not be applicable.

17. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of the Republic of the Philippines. Each party submits to the jurisdiction of Republic of the Philippines courts, and waives any right to claim that those courts are an inconvenient forum.

18. SEVERABILITY OF PROVISIONS

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

19. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance under this Agreement resulting directly or indirectly from Acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, or any cause beyond the control of either party.

20. HOME VISITS

20.1. The Contractor agrees that Remote Staff will do a home or work site visits at the beginning of the contract to check on the Contractor's working environment.

20.2. The Contractor agrees that Remote Staff can do random home or work site visits when necessary all throughout the length of this contract.

20.3. The contractor agrees that Remote Staff shall do a home or work site visit at the end of the contract to check on The Contractor's computer and make sure that any software and files gathered and developed while working with Remote Staff is deleted from The Contractor's computer.

EXECUTED by the Parties.

For Think Innovation Pty Ltd

.....
Signature

.....
Date

.....
Full Name

By insert name

.....
Signature

.....
Date

.....
Insert name

SCHEDULE 1

SYSTEMS:

You must be logged in to the Remote Staff Sub-Contractor System all throughout your working hours.

You must be logged in to the Remote Staff Screen Capture System (RSSC) all throughout your working hours.

You are required to fill out the Remote Staff Activity Tracker.

You are required to download any software required by Remote Staff.

HOME OFFICE, CONNECTION AND RESOURCES

You are required to have an active DSL internet connection with minimum download speed of 1 MBPS and minimum upload speed of 0.35 MBPS.

You are required to have a working headset.

You are required to communicate using the following: Phone, email SKYPE, YuuGuu, Google Docs, RemoteStaff System (which includes time sheets, online presence, internet connections, screen shots).

You are required to have a quiet home office to work on.

You must ensure that your home office is comfortable and safe, with adjustable desk, chair, keyboard and monitor. You must also ensure that the environment within your home office is suitable for continued work and/or habitation, and that you eliminate or limit potential threats to your safety within your home office.

You are required to provide Remote Staff with a photograph of your home office every three (3) months so that Remote Staff can review your workspace and alert you to potential occupational health and safety issues.

You are required to work from Remote Staff's office if and when your internet connection falls below the above minimum speed and is affecting your provision of services.

ATTENDANCE, NOTIFICATIONS AND SCHEDULE

You are required to respond to any Skype messages within 3 minutes during working hours.

You are required to notify Remote Staff of if you are unable to log in at least 2 hours before the required log-in time as specified in Section 3.2 of this Agreement. An admin local Philippine number will be given to you. You are to call or text this number if and when sending an email is not possible.

You are required to follow the structured schedule agreed upon on the Contractor Agreement.

You are required to pass a medical certificate for periods of unavailability to perform services for the Client due to sickness lasting for more than 3 days.

You must give at least 1 week notice when you will not be available to perform your contracted services for a period longer than Five (5) business days.

CONTRACT TERMINATION

Two (2) weeks prior written notice will be required for any termination of this Agreement. In case no said 2 week prior notice is given, the Contractor shall be liable to Remote Staff in the amount of ₱50,000 penalty for breach of contract will apply. Two weeks notice is needed for us to find a replacement staff for our Client.

When the contract is ceased, you cannot in any way or means contact any of our clients and/or their in-house staff or existing remote sub-Contractor.

PAY

You cannot discuss your pay, renegotiate your pay or any topic pertaining to this Agreement to the Client.

You will be paid for all the hours and days worked for as long as you have worked at least 5 consecutive days on the first month of your contract.

Emails and Instant Messaging Account

You cannot change the passwords of the Emails and Instant messaging accounts issued to you by the Company.

The emails and instant messaging accounts should only be used to communicate to the Company and Clients.

SCHEDULE 2

Pay Computation

Rates are to be computed as follows:

- $\text{Monthly Rate} * 12 \text{ Months} = \text{Annual Rate}$
- $\text{Annual Rate} / 52 \text{ Weeks} = \text{Weekly Rate}$
- $\text{Weekly Rate} / 5 \text{ Days} = \text{Daily Rate}$
- $\text{Daily Rate} / \text{Number of regular hours in this AGREEMENT} = \text{Hourly rate}$

The Contractor will be paid on an hourly basis.

You are paid overtime assuming the overtime hours is approved or requested by your Client.