

SCHEDULE 1
PRO FORMA REQUEST FOR SERVICE

Dated:
From:
Company:
ACN:
ABN:
Address:
Telephone:
Facsimile:
Email:

TO: Think Innovations- Remote Staff

ABN: 37-094-364-511
Contact: Chris Jankuovski or Rica Gil
Telephone: +61 2 9016 44 61, +61 2 9011 7706
Facsimile: +61 2 8088 7247
Email: chrisj@remotestaff.com.au , ricag@remotestaff.com.au

SERVICES:

Recruitment and compliance management of the following staff:

PERIOD SERVICES TO BE PROVIDED: Upon receipt of the payment for the set up invoice attached with this contract.

Signed by
Remote Staff authorised representative
Date:

Signed by
Your authorised representative
Date:

SCHEDULE 2 - FEE STRUCTURE

A. SET UP FEE

Set up fee is \$275.00 incl. GST. (GST is non applicable to companies outside Australia)

B. MONTHLY FEES

Once Remote Staff finds You a Remote Staff Service Provider for an Assignment You will be invoiced the monthly fees on the first working day of each month.

C. OFFICE FEES (OPTIONAL)

Office fees \$500.00 seat lease hire per month incl. GST. Includes a fully set up workstations with Pentium IV IBM computers at 512 RAM, chair, table, headset, phone and ADSL internet connection. (GST is non applicable to companies outside Australia)

D. FEE INCREASES

All fees are subject to a 5% increase per year.

E. OVERTIME WORK

Overtime work is charged at a fixed regular hourly rate. There is no extra fee above the regular hourly rate when staff works over the agreed hours or holidays.

Overtime work is defined as any hours worked above 8 hours not counting the 1 hour lunch break on a 9-hour full time shift.

Overtime work is defined as any hours worked above the 4 hours shift for part time Service Providers.

F. PHONE CHARGES

\$200.00 holding deposit may be requested. Monthly phone bill costs to be charged to the client. Australian phone costs to Australian Mobiles will be between .18 cents and .27 cents per minute depending on the plan you choose.

Untimed local and national calls are charged from about .10 cents a call.

G. ABSENCES

If a RemoteStaff Service Provider is absent or not logged in the system for an hour (60 minutes) or more, a credit memo equal to the hourly rate will be given to you for these corresponding hours. The credit memo will be reflected on your next month's invoice.

H. PERFORMANCE SALARY EVALUATION

Performance-Salary evaluation is to be done on the 6th month of the Remote Staff Service Provider. This is to check if the Remote Staff Service Provider is still handling the original role he/she is contracted for and to see possibility of pay appraisal for outstanding performance.

G .EXCHANGE RATES

Remote Staff pays all off shore Remote Staff Service Providers in their local currency and we currently use AUD\$1 = PHP38. Historically the exchange rate fluctuates between AUD\$1 = PHP36 and AUD\$1 = PHP41. If the exchange rate falls below AUD\$1 = PHP38 , Remote Staff will adjust the Fees with the fluctuation and pass it on to You.

H .PUBLIC HOLIDAYS

All official Australian Holidays will be followed by the Remote Staff Service Provider unless requested otherwise by the client. Also some local National holidays will be given if requested by the Remote Staff Service Providers.

I. Credit and Debit Card

RemoteStaff shall require a credit or Debit card from you, the Client. This security card is to hold your account and will only be charged if a bank transfer as per our Tax Invoices is not done within 5 days.

REMOTE STAFF
SERVICES CONTRACT

PARTIES THINK INNOVATIONS PTY LIMITED (ABN 37 094 364 511) (RemoteStaff)

AND

(Insert your Company/Business name as appears in Schedule 1) (YOU)

DATED: _____

THIS CONTRACT is made on the day of _____.

BETWEEN

THINK INNOVATIONS PTY LIMITED (ABN 37 094 364 511) of 130 Campbell Parade
Bondi Beach 2026 in the State of New South Wales, ('Remote Staff')

AND

('You')

RECITALS:

A. Remote Staff is in the business of providing its clients with outplacements services, including the placement of remote contractors.

B. You have asked Remote Staff to offer its services to You for the placement of contractors.

C. Remote Staff has agreed to provide the services to You on the terms and conditions of this Contract.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1. Definitions

In this Contract, unless the context requires another meaning:

“*Assignment*” means a temporary placement you have for a Remote Staff Service Provider of not more than twelve (12) months. “*Assignment Specification*” means the information You include in the relevant Request for Services for each Assignment, including:

- Your identity;
- The start date of the Assignment;
- The services to be provided during the Assignment by the Remote Staff Service Provider;
- The temporary rate of pay for the services;
- The duration of the Assignment;
- The location of the Assignment.

“*Business Day*” means a day on which banks are open for business in New South Wales.

“*Commencement Date*” means the date this Contract is signed by You.

“*Confidential Information*” means any proprietary information or material belonging to a party, including, without limitation, all data and information relating to a party and their respective operations, facilities, personnel, assets, products, sales and transactions whether or not such information is provided to a party to this Contract before or after the Commencement Date.

“*Contract*” means this Contract and its schedules as amended from time to time in writing by the parties.

“*Dispute Notice*” is a notice sent by a party to this Contract to the other party stating the nature of the dispute and all relevant facts in relation to the dispute.

“*Fees*” means the fees specified in Schedule 2.

“*GST*” means a goods and services tax, consumption tax, value-added tax, retail turnover tax or a tax of a similar nature. (GST is non applicable to companies outside Australia)

“*Input Tax*” means an amount equal to the amount of GST paid or payable for the supply of any thing acquired. (GST is non applicable to companies outside Australia)

“*Intellectual Property Rights*” means all rights whether registerable, registered or unregistered in any patent, trademark, trade name, business name, brand name, company name, copyright, registered design or other design right or circuit layout right or any applications for or rights to obtain or acquire any such rights including moral rights.

“*Moral Rights*” means rights and integrity, rights of attribution and other rights of an analogous nature which may now exist or may exist in the future in respect of licensed property under the Copyright Act 1968 (Cth) or under the law of any country other than Australia.

“*Personal Information*” means any information about an individual that identifies that individual, or by which that individual’s identity can be reasonably determined and any further information can be considered personal by the Privacy Legislation.

“*Primary Payment*” means any payment by Remote Staff to You of any fees or any amount payable by You to Remote Staff under this Contract.

“*Privacy Legislation*” means the Privacy Act (Cth) 1988 (and any related Commonwealth regulations and amendments) and the Privacy and Personal Information Protection Act NSW 1988 (and any related Commonwealth regulations and amendments).

“*Remote Staff*” means Think Innovations Pty Ltd (ABN 37 094 364 511).

“*Remote Staff Clients*” means businesses and organisations who retain the Services of Remote Staff to provide the Services on similar terms to this Contract including You.

“*Remote Staff Privacy Policy*” means the privacy policy provided to You by Remote Staff from time to time.

“*Remote Staff Service Provider*” means any individual who provides their Services to You through Remote Staff for Assignments from time to time, in accordance with Remote Staff’s terms and conditions of engagement and this Contract.

“Remote Staff Service Provider Management Tool” means the contractor management system access available to you, once this contract is finalized, using the access and log in name provided to you by Remote Staff. The system will allow you to assign tasks to your Remote Staff Service Provider and label each task by priority, communicate with your Remote Staff Service Provider, check and review your Remote Staff Service Provider's screen shot taken every 5 minutes, check your Remote Staff Service Provider's timesheet, check the status of all work being provided by the Remote Staff Service Provider, review company updates, communicate with Remote Staff management and watch video tutorials about the system and other systems that will be helpful for working with Remote Staff .

“Request for Services” means the request sent by You to Remote Staff from time to time in accordance with the pro form a request form in Schedule 1.

“Services” means the services to be provided to You by Remote Staff specified in each Request for Services issued by You to Remote Staff under this Contract.

“Tax Invoice” means an invoice in the format required by the law and which also shows the amount of the GST payable by You in respect of the relevant Primary Payment.

“Third Party” means a party not being a party to this Contract.

2. Interpretation

In this Contract, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this Contract;
- (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Contract;
- (d) where any word or phrase is given a definite meaning in this Contract, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (e) an expression importing a natural person includes a body corporate, partnership, joint venture or association;
- (f) a reference to a statute or regulation includes all amendments, consolidations or replacements thereof;
- (g) a reference to a party to a document includes that party's successors and permitted assigns;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract;
- (i) a covenant or agreement on the part of two or more persons binds them severally; and
- (j) a reference to a body, whether statutory or not;
 - (i) which ceases to exist; or
 - (ii) 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.

2. DURATION

2.1 This Contract will commence on the Commencement Date and will continue for a period of 1 year (“Initial Term”) or until terminated in accordance with clause 13.

2.2 Upon expiry of the Initial Term and on each anniversary of the expiry of the Initial Term, this Contract will automatically be for a year of one (1) year (“Renewal Term”) unless terminated with clause 12.

2.3 This contract is for one year but You can withdraw after one (1) month for any reason with no added extra cost but the ones on Schedule 2.

3. SERVICES TO BE PROVIDED TO REMOTE STAFF

3.1 From the Commencement Date You will, from time to time lodge with Remote Staff a Request for Services.

3.2 Remote Staff will only provide the Services to You in accordance with each Request for Services received from You during the Initial Term and the Renewal Term.

3.3 Remote Staff will appoint a contact in each Request for Services.

3.4 All communications to Remote Staff will be directed to the contact for each Request for Services unless You are notified in writing by Remote Staff of a new or temporary person to communicate with.

3.5 You will nominate Your Contact in each Request for Services who is competent on the issues relevant to that in each Request for Services.

3.6 Remote Staff can, in its absolute discretion, refuse a Request for Services.

3.7 Each Request for Services issued by You and accepted by Remote Staff forms part of this Contract.

3.8 You will respond to Remote Staff’s email communication within 3 business days regarding the Request for Service.

4. YOUR PRIVACY OBLIGATIONS

4.1 You agree that You will handle all Personal Information which we provide to You in accordance with this Contract in accordance with Your Privacy Policy, Remote Staff's Privacy Policy and the Privacy Laws.

4.2 Notwithstanding the requirements of clause 4.1, You agree that the Personal Information we provide to You is provided specifically for the purpose of assessing whether a Remote Staff Service Provider is suitable for the particular Assignment for which they have been introduced to you by remote staff.

4.3 You acknowledge that You have been given a copy of the Remote Staff Privacy Policy.

4.4 You acknowledge that from time to time Remote Staff will update the Remote Staff Privacy Policy and updated versions are available from Remote Staff or its website.

5. REMOTE STAFF SERVICE PROVIDERS

5.1 You agree that You have engaged Remote Staff to provide Remote Staff Service Providers to fulfill any Assignment You may from time to time place with Remote Staff.

5.2 You will, whenever You require an Assignment to be filled, provide Remote Staff with an Assignment Specification in the relevant Request for Services.

5.3 Remote Staff will review Your Request for Services and provide you with not less than two (2) Remote Staff Service Providers to select from for each Assignment within fourteen (14) Business Days of receiving Your Request for Services.

5.4 You will nominate Your preferred Remote Staff Service Provider and advise Remote Staff of Your selection in writing.

5.5 Remote Staff will then arrange for the Remote Staff Service Provider to be offered the Assignment immediately. Remote staff will notify you with the exact official start date for the selected remote staff service provider not less than three (3) days before the start date.

5.6 You have direct supervision and management of each Remote Staff Service Provider who performs an Assignment specified in a Request for Services. You directly control the conditions under which Assignment is performed and the outcome of the Remote Staff Service Provider's performance.

5.7 Remote Staff will provide you with Skype access and access to the Remote Staff Service Provider Management Tool and the Remote Staff Service Provider that you work with will also be contactable by e-mail, instant chat messaging services VoIP soft phones and PC control systems. The Remote Staff Service Provider management tools are free to use by clients to better manage the Remote Staff Service Providers retained with computer screens captures taken every 5 minutes for you to see work being done

as well as online information system confirm your remote staff service providers are online working when required.

5.8 You must pay the terminated Remote Staff Service Provider for all hours worked by the Remote Staff Service Provider up to the time that the Remote Staff Service Provider leaves the Assignment.

5.9 You must not discuss any Fees or any change to any Fees with a Remote Staff Service Provider.

5.10 If You or a related body corporate make an offer of permanent employment to a Remote Staff Service Provider who is performing an Assignment for You (or who has performed an Assignment for You during the previous twelve (12) months which is accepted by that Remote Staff Service Provider, You must pay to Remote Staff the normal fee charged by Remote Staff in accordance with the terms and conditions of this Contract. At the date of this Contract the normal fee charged by Remote Staff is \$5,000.00 plus GST which may be amended from time to time in writing. You acknowledge that if you do make an offer of permanent employment to Remote Staff Service Provider you will be responsible for sponsoring that Remote Staff Service Provider to migrate to Australia in accordance with the appropriate rules and laws and visa requirements at your own expense.

5.11 If You, or a related body corporate make an offer of further or different Assignments to a Remote Staff Service Provider who is performing an Assignment for you (or who has performed an Assignment for You during the previous twelve (12) months is accepted by that Remote Staff Service Provider, You must pay to Remote Staff for that Assignment in accordance with the fees charged for an Assignment in accordance with this Contract. At the date of this Contract the normal fee for such an assignment is \$5,000.00 plus GST which may be changed from time to time in writing.

6. YOUR INDEMNITY TO REMOTE STAFF

6.1 You acknowledge that Remote Staff makes every effort to maintain a high standard Remote Staff Service Providers. Remote Staff also makes every effort to provide You with accurate information about each Remote Staff Service Provider forwarded to you in response to a Request for Services. However, as all information Remote Staff provides to You is based upon information Remote Staff receives from Remote Staff Service Providers, their referees Remote Staff is not liable for any errors, omissions, inaccuracies or incorrect conclusions. You are responsible for the final decision for each Request for Service and must satisfy Yourself as to the suitability of each Remote Staff Service Provider for each Request for Services

6.2 Remote Staff is not liable for any loss, damage, costs or compensation (whether direct or indirect) which may be suffered by You, or for which You may become liable, arising from:

- (a) the introduction by Remote Staff of Remote Staff Service Providers to You (or any delay in such introduction);
- (b) the failure of any Remote Staff Service Provider or Service Provider to accept an offer of an Assignment; or
- (c) the performance of any Remote Staff Service Provider who accepts an Assignment with You.

6.3 You indemnify Remote Staff (and keep Remote Staff indemnified) on a full indemnity basis in respect of all losses, liabilities, costs or claims arising from or related to:

- (a) the actions or omissions of any Remote Staff Service Provider performing an Assignment for You, whether willful or negligent and whether or not occurring at Your premises, or a place where You have directed the Remote Staff Service Provider to perform the relevant Assignment;
- (b) any failure or alleged failure by a Remote Staff Service Provider to duly perform his or her obligations;
- (c) personal injury or death of a Remote Staff Service Provider, or any other person, however arising from or related to the performance by that Remote Staff Service Provider of his or her obligations; and
- (d) any damage to any property arising from or related to the performance or failure to perform his or her obligations by a Remote Staff Service Provider.

6.4 You further indemnify Remote Staff (and keep Remote Staff indemnified) on a full indemnity basis in respect of any claims by a Remote Staff Service Provider, arising from or related to the relevant Request for Services, including but not limited to the termination of the Remote Staff Service Provider Assignment with You.

7. EXPENSES, FEES AND PAYMENT

7.1 You will pay Remote Staff the Fees in the manner specified in this clause and Schedule 2.

7.2 For all Assignments You will pay Remote Staff the appropriate Fee specified in Schedule 2.

7.3 Whenever the contract is renewed in accordance with clause 2.2 the fees will increase by a minimum of 5% each time.

7.4 You agree that all of the following expenses will be paid by You separately to the fees specified above:

- courier fees;
- interstate or overseas phone calls;
- facsimiles;
- advertising costs;
- any out of pocket expenses including accommodation, meals and travel;

7.5 All Fees and expenses are to be paid within five (5) days of the relevant RemoteStaff Tax Invoice date. If not, the credit or debit card as per Schedule 2 will be charged the relevant amount on the Tax Invoice.

7.6 If Remote Staff is liable by law for any GST on any Primary Payment You must pay to Remote Staff the amount of GST. (GST is non applicable to companies outside Australia)

7.7 You must pay to Remote Staff any amount in respect of GST that Remote Staff is required to pay under this Contract: (GST is non applicable to companies outside Australia)

- (a) at the same time; and
- (b) in the same manner as you are required to pay for the Primary Payment to which the amount in respect of GST relates. (GST is non applicable to companies outside Australia)

7.8 Remote Staff must issue to You a Tax Invoice in accordance with the requirements of the laws relating to GST. (GST is non applicable to companies outside Australia)

7.9 If Remote Staff refunds to You any amount under this Contract, Remote Staff must also refund to You an amount in respect of any GST that You paid in respect of that amount. (GST is non applicable to companies outside Australia)

7.10 All tax invoices must be paid in Australian dollars to Remote staff and such payment be credited to a Remote Staff bank account as it may be nominated from time to time.

7.11 If there is a change in the exchange rate between the Australian dollar and the PHP between the date of acceptance of a Request for Service and the date when an invoice is payable and the difference is greater than the range set out in Schedule 2 or as amended by Remote Staff from time to time You will be charged the adjustment required in the relevant Tax Invoice.

7.12 If the credit or Debit card bounces as per Schedule 2, RemoteStaff will give you seven (7) days to make pay via other means, if not done within 7 days RemoteStaff has the right to suspend or end this contract.

7.13 No bonus, commission payments, incentives or increased rates can be offered directly to the Remote Staff Service Provider. If you would like to offer extra commission or bonuses it will need to be approved by Think Innovations/ Remote Staff. If approved, the bonus or offer and any incentive will need to be made by Think Innovations/ Remote Staff on your behalf to the Remote Staff Service Provider. 30% of all commissions is paid to Think Innovations/Remote Staff, 70% will go to the Remote Staff Service Provider.

8. REPLACEMENT GUARANTEE FOR REMOTE STAFF SERVICE PROVIDER

8.1 If the conditions specified in this clause are satisfied, Remote Staff guarantees that any Service Provider placed with You to fulfil an Assignment, then Remote Staff guarantees to You their placement with you for four (4) month from the date on which the Service Provider commences with You. Remote Staff will, if You notify them within the four (4) month period that you are not satisfied with the original Service Provider, endeavour to find a replacement Service Provider for the relevant Assignment without charging You any additional fees.

8.2 This guarantee only applies if:

- (a) You have paid to Remote Staff all fees, charges and expenses owing in respect to the placement of the original Service Provider in accordance with clause 7 and You have no other amounts for any other Assignment, outstanding with Remote Staff;
- (b) You have communicated the request to replace the Service Provider exclusively with Remote Staff; and
- (c) The original Service Provider has not altered.

8.3 Remote Staff's guarantee does not apply:

- (a) If the Service Provider's services with You cease for reasons beyond our control, including but not limited to redundancy, restructuring, economic circumstances, company closure, change of management structure, substantial change from original job description; or
- (b) The Service Provider is placed in another assignment prior to the acceptance of this Assignment.

8.4 The replacement guarantee given by Remote Staff in this clause is non-transferable and is unique to each ASSIGNMENT which You request us to do.

8.5 If a Service Provider has been placed with You by Remote Staff to fulfill an Assignment, then the Service Provider's fees for services are the sole responsibility of You and Remote Staff has no liability obligations in respect to the payment of any Service Provider placed with You including without limitation, any payments for the termination of their engagement by You.

9. INTELLECTUAL PROPERTY

9.1 Each party acknowledges and agrees that, except for the rights expressly provided for in this Contract and to the extent so provided, neither party shall acquire any rights, title or interest in or to any pre-existing Intellectual Property Rights of the other party including without limitation any tools and any methodologies used by the parties in the performance of this Contract.

9.2 Each party shall be free to use its general knowledge, skills and experience and any ideas, concepts, know-how and techniques within the scope of its business that are used in the course of this Contract.

9.3 You will continually use Your best efforts to protect Remote Staff's Intellectual Property Rights but do not have the right and are not required to instigate any legal action on behalf of Remote Staff against third parties for infringement. You are obliged to notify Remote Staff of any infringement of which You have actual knowledge.

9.4 You will not use, directly or indirectly, in whole or part, any Remote Staff Intellectual Property Rights without Remote Staff's prior written consent.

9.5 The parties acknowledge that, during the provision of the Services by Remote Staff to You, Intellectual Property Rights may be created by Remote Staff or Remote Staff's Service Providers, Remote Staff's Contractors or Service Provider. All Intellectual Property Rights in the Services created during the Contract by Remote Staff will remain the property of Remote Staff. Any Intellectual Property Rights created by a Remote Staff Service Provider, Remote Staff Contractor or Service Provider will become Your property. Remote Staff will assist You in ensuring that the relevant Remote Staff Service Provider, Remote Staff Contractor or Service Provider promptly executes and delivers all documents and does all acts required by you to effect the transfer of the relevant Intellectual Property Rights to You.

10. CONFIDENTIAL INFORMATION

10.1 Each party will:

(a) keep the Confidential Information of the other party confidential in the same manner as its holds its Confidential Information of like kind but in no event shall the recipient exercise less than reasonable care in maintaining the confidence of such information and shall not disclose it or make it available directly or indirectly to any third party (subject to disclosure permitted under clause 10.2); and

(b) only use the Confidential Information for the purpose of performing its obligations under this clause 10.

10.2 Each party may only disclose the Confidential Information of the other party to its officers, employees and permitted sub-contractor who:

(a) have a need to know the Confidential Information for the purposes of this Contract (and only to the extent that each has a need to know); and

(b) have undertaken to maintain the confidentiality of the Confidential Information in accordance with this clause 10.

10.3 Each party ("the first party") must:

(a) immediately notify the other of any information which comes to the first party's attention regarding any actual or potential breach of confidentiality, disclosure or unauthorised use of the other party's Confidential Information; and

(b) take all steps to prevent or stop a suspected or actual breach of this clause 10.

10.4 Upon demand and/or termination or completion of this Contract, each party must:

(a) deliver to the other party all of the other party's Confidential Information in its possession which is capable of being delivered; and

(b) delete, erase, or otherwise destroy any of the other party's Confidential Information contained in computer memory, magnetic, optical, laser, electronic, or other media in its possession or control which is not capable of delivery to the other party.

(e) shall not contact the Remote Staff Service Provider by any means unless given a written approval to do so by RemoteStaff.

10.5 The obligations of confidentiality under this clause 10 do not extend to information that (whether before or after the date of this Contract):

(a) was rightfully known to or in the possession or control of the recipient prior to its receipt from the other party and which is not subject to an obligation of confidentiality on the recipient;

(b) is public knowledge (otherwise than as a result of a breach of confidentiality by the recipient or any of its disclosees);

(c) is independently developed by the recipient without the use of the other party's Confidential Information;

(d) is required to be disclosed pursuant to the rules of any stock exchange upon which the disclosing party is listed, or a direction or order of a governmental agency or pursuant to any law, so long as the recipient promptly provides the other party with written notice of the requires disclosure.

11. PRIVACY CLAUSE

11.1 The parties agree that they will not use or disclose any personal information for a purpose other than discharging their obligations under the Agreement. The parties further agree to comply at all times the national privacy principals and schedule 3 to the Privacy Act 1988 (Cth) (or an applicable privacy code approved by the Federal Privacy Commission or pursuant to the Act). In the same way to the same extent as the parties would have been required to comply had it been directly responsible for calling the Act or practice concerned the parties will take all necessary steps to protect personal information in their possession against misuse or loss and the parties will return all such information to the relevant entity (or if requested by that relevant entity destroy or dare identify such information) upon termination or expiry of this Agreement. This clause will survive the termination or the expiry of this Agreement.

11.2 Remote staff acknowledges that it is responsible for ensuring that all Remote Staff Service Providers are aware of the obligations with regard to the use of personal information and warrant that they have provided appropriate training, information and procedures to protect all personal information supplied to a Remote Staff Service Provider under any assignment provided during a service.

12. WARRANTIES

Each party represents and warrants to the other party that as at the date of this Contract:

- (a) it has full corporate power to execute, deliver and perform its obligations under this Contract and each Request for Services issued by Remote Staff under this Contract ;
- (b) this Contract and each Request for Services issued by Remote Staff under this Contract constitutes a legal, valid and binding obligation on it enforceable in accordance with its terms by appropriate legal remedy;
- (c) there are no actions, claims, proceedings or investigations pending or threatened against it or by it of which it is aware, and which may have a material effect on the subject matter of this Contract ;
- (d) it has all licences, authorisations, consents, approvals and permits required by all applicable laws and regulations in order to perform its obligations under this Contract , and otherwise complies with all laws and regulations applicable to the performance of those obligations.

13. TERMINATION

13.1 A party ("the first party") may immediately (or with effect from any later date it may nominate) terminate this Contract by written notice to the other party if:

- (a) the other party materially breaches this Contract or any other Contract between the parties and fails to remedy such breach within 25 Business Days of receipt of notice from the first party specifying the breach and requiring it to be remedied;
- (b) a receiver, receiver and manager, an official manager, a controller, a liquidator, a provisional liquidator, an administrator or other like person is appointed for the whole or substantially the whole of the other party's assets, undertaking or business;
- (c) a mortgagee or chargee enforces a security held in respect of the whole or substantially the whole of the other party's assets undertaking or business;
- (d) any scheme of arrangement between the other party and its creditors is entered into; or
- (e) the other party becomes insolvent or is otherwise unable to pay its debts as and when they become due or otherwise if something with the same or similar effect to paragraphs 13.1(b), (c) or (d) happens under the laws of any jurisdiction.

13.2 The parties agree that You may during the first four (4) months of the Term of this Contract terminate this Contract on not less than 24 hours prior written notice but after the first four (4) months of this Contract You must give Remote Staff not less than fourteen (14) Business Days prior written notice of the termination of this Contract.

13.3 Clauses 4, 5.9, 5.10, 6, 7.9, 8.9, 10, 11 and 12 shall survive termination of this Contract.

13.4 The expiry or termination of this Contract will not affect or limit any accrued rights of the parties.

13.5 Upon termination You will return to Remote Staff all Remote Staff's Confidential Information, copies of Remote Staff's Intellectual Property Rights and any other property Remote Staff has provided to You during the Contract.

14. DISPUTE RESOLUTION

14.1 Any disputes between Remote Staff Contact and Your Contact for any Request for Services must be first raised with these Contacts and if not resolved immediately brought to the attention of Remote Staff's senior management.

14.2 Any conflict that arises in accordance with clause 14.1 which cannot be resolved must be notified to Remote Staff's senior management in writing immediately by serving a Dispute Notice.

14.3 Any dispute between Remote Staff and You will be treated confidentially by both You and Remote Staff and will not be disclosed to any third party without the written consent of the other party.

14.4 Any issue that cannot be resolved by negotiation may be taken to an independent arbitrator for a resolution.

14.5 If a dispute arises out of or relates to this Contract, or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, the parties to the Contract and to the dispute expressly agree to endeavour in good faith to settle the dispute by mediation administered by the Australian Commercial Disputes Centre ("ACDC") before having recourse to arbitration or litigation.

- (a) A party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute.
- (b) On receipt of the notice specified in clause 14.5(a) the parties to the dispute must within seven (7) Business Days of receipt of the notice seek to resolve the dispute.
- (c) If the dispute is not resolved within seven (7) Business Days or within further period as the parties agree then the dispute is to be referred to ACDC.
- (d) The mediation is to be conducted in accordance with ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are deemed incorporated.
- (e) 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 the mediator, the dispute is to be submitted to arbitration (administered by ACDC) and conducted in accordance with ACDC's Arbitration Guidelines which are deemed incorporated.
- (f) The arbitrator is not to be the same person as the mediator.
- (g) This clause will not merge on completion.

15. NOTICE

Any notice or notification to be given to one party by the other under this Contract:

- (a) must be in legible writing and in English addressed as follows:
 - (i) if to Remote Staff Address: PO Box 1211, Double Bay, NSW. 1360 Facsimile: +61 2 8088 7247 Attention: Chris Jankulovski
 - (ii) if You :
- (b) if delivered personally to the parties served;
- (c) must be signed by a duly authorised officer or under the common seal of the sender;
- (d) if left at or sent by pre-paid registered post to:
 - (i) the address of the party to be served as set out in the description of that party in clause 15(a);
 - (ii) the last known place of abode or a business of the party to be served;

(iii) the registered office of any party to be served which is a company; and in the case of posting such notice will be deemed to have been duly served on the second day after such notice has been posted; or

(e) may be relied upon by the recipient and the recipient is not liable to the other party for any consequences of that reliance if the recipient reasonably believes the notice to be genuine, correct and authorised by the sender.

16. SEVERABILITY

16.1 The covenants, undertakings and conditions (and each and every part of them) contained in this Contract are severable and will be construed so as to not infringe any laws of Australia, any Australian State or any other relevant jurisdiction.

16.2 If any covenant, undertaking or condition, on its true interpretation, is found to infringe any such laws, that covenant, undertaking or condition will be read down to such extent as may be necessary to ensure that it does not infringe any such laws and as may be reasonable in all the circumstances to give it a valid operation of a partial character.

16.3 If the infringing covenant, undertaking or condition cannot be so read down, it will be deemed void and severable and will be deemed to be deleted from this Contract as if it was never incorporated in this Contract and the parties will negotiate in good faith for the purpose of substituting an appropriate clause, so far as is practicable, in lieu of the deleted covenant, undertaking or condition.

17. ASSIGNMENT

17.1 Remote Staff may assign its rights pursuant to this Contract to any Related Body Corporate and provide You with written notice of such Contract Placement but may not assign its rights pursuant to this Contract to any other parties without the prior written consent of You which may not be unreasonably withheld.

17.2 You may only assign or attempt to assign its rights pursuant to this Contract to related entities with the prior written consent of Remote Staff which may not be unreasonably withheld.

18. RELATIONSHIP

The relationship between the parties is one of independent Contractor. No party

has the authority to bind another party by contract or otherwise and no party nor their employees or agents are employees or agents of another party.

19. COUNTERPARTS This Contract may be executed in any number of counterparts and all counterparts taken together constitute one instrument, but this Contract is of no force or effect until the signed counterparts are exchanged.

20. ENTIRE CONTRACT

This Contract constitutes the entire Contract of the parties about its subject matter and supersedes any previous understandings or Contracts on that subject matter. Each party acknowledges that in entering into this Contract, that it:

(a) has not relied on any statement made or conduct engaged in by another party or any person on behalf of another party other than the statements set out in this Contract;

(b) was not influenced or induced to enter into this Contract by any statement or conduct of the type referred to in paragraph (a).

21. FURTHER ASSURANCES Each party will promptly at the request of another party execute and deliver such further documents and do such further acts as shall be reasonably necessary to give full effect to this Contract and the transactions and conditions contemplated in this Contract

22. WAIVER

22.1 A waiver by a party of a provision of or a right under this Contract or of any right of election arising from a breach of this Contract must be in writing and signed by the an authorised officer of party granting the waiver.

22.2 A waiver is effective only in the specific instance and for the specific purpose for which it is given.

22.3 A breach of this Contract or any right of election arising from a breach of this Contract is not waived by any failure or delay in the exercise, or partial exercise, of that or any other right.

23. AMENDMENTS IN WRITING

24. GOVERNING LAW This Contract will be governed and construed pursuant to the laws of New South Wales and the parties agree to submit to the jurisdiction of the courts of New South Wales in connection with any dispute relating to this Contract.

25. FORCE MAJEURE

This Contract including its Schedules may only be altered in writing signed by all parties.

25.1 A party will not be liable for any failure or delay in the performance of its obligations under this Contract if that failure or delay is due to circumstances beyond that party's control ("Force Majeure"). Any party who is, by reason of Force Majeure, unable to perform any obligation or condition under this Contract must notify the other parties as soon as possible specifying:

- (a) the cause and extent of such non-performance;
- (b) the date of commencement of non-performance; and
- (c) the means proposed to be adopted to remedy or abate the Force Majeure.

25.2 A party who is, by reason of Force Majeure, unable to perform any obligation or condition under this Contract must:

- (a) use all commercially reasonable endeavours to remedy or abate the Force Majeure as quickly as possible;
- (b) resume performance as quickly as possible after cessation of the Force Majeure; and
- (c) notify each party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur.

25.3 Subject to any other termination provisions a non-performance by either of the parties of any obligation or condition under this Contract shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by an event of Force Majeure of which notice has been given under clause 25.1.

25.4 The period of time during which performance of any obligation or condition is prevented by Force Majeure shall be added to the time provided in this Contract for performance of that obligation or condition and to the time required for the performance of any act dependent that obligation or condition.

26. COSTS

Each party will bear its own legal professional fees in relation to the preparation of this Contract but the purchaser will bear any stamp duty, registration fees or other government charges (including any fines or interest for late payment) payable in respect of this Contract, the transaction the subject matter of this Contract or any document prepared pursuant to this Contract.

EXECUTED as a Contract

EXECUTED for and on behalf of
Think Innovations Pty. Ltd.
ABN Number 37 094 364 511

(ACN 110 358 613) in accordance with Section
127(1) of the Corporations Act 2001

.....
Signature of Director

Chris Jankulovski
Name of Director

.....
...
Signature of Director's
Secretary
Rica Lalaine Gil
Name of Director/Secretary

EXECUTED for and on behalf of [*insert
name of company*] _____
PTY LIMITED
(ACN *insert ACN*)

_____ in accordance with
Section 127(1) of the Corporations Act
2001 by authority of the Directors:

.....
Signature/Name of Director

.....
Signature/Name of Director's Secretary