

SERVICES CONTRACT

This Contract is made between THINK INNOVATIONS PTY LIMITED (ABN 37 094 364 511) ('Remote Staff') and any entity which accepts the scope, terms and conditions of the Contract in accordance with Clause 24 ('The Client').

RECITALS:

- A. Remote Staff is in the business of providing its clients with outplacements services, including the placement of remote contractors.
- B. The Client has asked, or is considering asking, Remote Staff to offer its services to The Client for the placement of contractors.
- C. Remote Staff will provide the Services to The Client on the terms and conditions of this Contract.

IT IS AGREED as follows:

1. DEFINITIONS

Schedule 3 sets out the Definitions and Interpretation rules for this Contract.

2. DAY TO DAY OPERATION OF THIS AGREEMENT

The processes by which The Client may engage Remote Staff, make a Request for Services, select an appropriate Remote Staff Service Provider and perform other day-to-day activities pursuant to this Contract are set out within the terms and conditions on Remote Staff's website at www.remotestaff.com.au , which by incorporation forms part of this Contract.

3. DURATION

- 3.1 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 12.
- 3.2 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.
- 3.3 In addition to the termination rights available under clause 12.2 the parties agree that this contract is for a term of one year but The Client can withdraw after one (1) month for any reason and with no added cost provided the payments set out in Schedule 2 are paid to the date of termination

4. PAYMENT

Schedule 2, as well as the terms and conditions on Remote Staff's website at www.remotestaff.com.au , which by incorporation forms part of this Contract, sets out the manner and amount of payments required under this Contract.

5. NO REMOTE STAFF LIABILITY

- 5.1 Remote Staff is not liable for any errors, omissions, inaccuracies or incorrect conclusions with respect to the quality, character, work history, qualifications or any other characteristics of any Remote Staff Service Provider . The Client takes full responsibility for the final decision for each Request for Service and each Remote Staff Service Provider The Client selects to provide Services to The Client.
- 5.2 Remote Staff is not liable for any loss, damage, costs or compensation (whether direct or indirect) which may be suffered by The Client, or for which The Client may become liable, arising from:
- a) the introduction by Remote Staff of Remote Staff Service Providers to The Client (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 The Client.

6. THE CLIENT'S INDEMNITY TO REMOTE STAFF

- 6.1 The Client fully indemnifies and keeps indemnified Remote Staff in respect of all losses, liabilities, costs or claims arising from or related to:
- a) any and all actions or omissions of any Remote Staff Service Provider arising from or related to the performance or failure to perform his or her obligations during an Assignment with The Client;
 - 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 arising from or related to the performance by that Remote Staff Service Provider of his or her obligations, and only to the extent that the losses, liabilities, costs or claims arise out of circumstances where Remote Staff had no direct operational control over the Remote Staff Service provider ; 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.
- 6.2 The Client fully indemnifies and keeps indemnified Remote Staff in respect of any claims by a Remote Staff Service Provider arising from the termination of the Remote Staff Service Provider Assignment by The Client.

7. RESTRICTION ON DIRECT HIRING OF REMOTESTAFF SERVICE PROVIDERS

- 7.1 If You 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 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 RemoteStaff \$5,000.00 plus GST, which amount may be amended from time to time in writing.
- 7.2 Upon termination of this agreement, you cannot make an offer of contract , permanent employment , further projects 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) until after 12 months following the termination of this agreement.

- 7.3 You cannot directly offer contract, permanent employment, projects or assignments to a RemoteStaff Service Provider's friends, family members, referrals and network to perform an Assignment for You without the involvement and approval of Remote Staff.

8. INTELLECTUAL PROPERTY

- 8.1 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.
- 8.2 The Client will not use, directly or indirectly, in whole or part, any Remote Staff Intellectual Property Rights without Remote Staff's prior written consent.
- 8.3 The parties acknowledge that, during the provision of the Services by Remote Staff to The Client, Intellectual Property Rights may be created by Remote Staff, Remote Staff's contractors and/or Remote Staff's Service Providers. All Intellectual Property Rights in the Services created during the Contract by Remote Staff will remain the property of Remote Staff. All Intellectual Property Rights created by a Remote Staff Service Provider or Remote Staff Contractor will become The Client's property.

9. PRIVACY

The parties agree that they will handle all Personal Information in accordance with the Privacy Laws, and that they will use Personal information solely for the purpose of carrying out their respective obligations pursuant to this Contract.

10. CONFIDENTIAL INFORMATION

- 10.1 Subject to Clause 10.2, the Parties may disclose any Confidential Information where disclosure is required by law or by any notice, order or regulation of any regulatory authority (a 'Disclosure Obligation').
- 10.2 When a Disclosure Obligation occurs:
- a) The Party that is subject to the Disclosure Obligation must inform the other party in writing of any disclosure required by a Disclosure Obligation before or, if this is not practical, as soon as the disclosure is made.
 - b) The Party that is subject to the Disclosure Obligation must use reasonable endeavours to (and assist the other Party to) restrict distribution of the Confidential Information disclosed and otherwise take all reasonable steps to preserve the confidentiality of the Confidential Information the subject of the Disclosure Obligation.
 - c) The parties must consult with each other and endeavour to agree the content of any announcement the Party that is subject to the Disclosure Obligation is required to make (to the extent practical within the requirements of the Disclosure Obligation).

- d) The Party that is subject to the Disclosure Obligation must not, without the prior written consent of the other Party, take (or omit to take, or procure, suffer, or permit to be taken) any action as a result of which it may become subject to a legal obligation to disclose Confidential Information, except for actions which necessarily arise in connection with the this Agreement.

11. 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) 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 ;
- c) 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;
- d) it has provided, or will provide, its employees, contractors and subcontractors with appropriate training, information and procedures to ensure ongoing compliance with this Contract, the Remote Staff Privacy Policy and all relevant laws.

12. TERMINATION

12.1 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, controller, liquidator, 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.

12.2 The parties agree that The Client 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 The Client must give Remote Staff not less than fourteen (14) Business Days prior written notice of the termination of this Contract.

12.3 Provisions of this agreement that are capable of having effect will survive its termination.

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

- 12.5 Upon termination The Client 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 The Client during the Contract.

13. DISPUTE RESOLUTION

- 13.1 Any disputes between Remote Staff Contact and The Client's Contact for any Request for Services must be first raised between these Contacts and if not resolved immediately brought to the attention of Remote Staff's senior management.
- 13.2 Any conflict that arises in accordance with clause 13.1 which cannot be resolved must be notified to Remote Staff's senior management in writing immediately by serving a Dispute Notice.
- 13.3 If a dispute arises in accordance with Clauses 13.1 and the parties cannot resolve that dispute within seven (7) days, the parties must attend mediation administered by the Australian Commercial Disputes Centre ("ACDC") before having recourse to arbitration or litigation.
- 13.4 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 to arbitration (administered by ACDC) and conducted in accordance with ACDC's Arbitration Guidelines which are deemed incorporated.

14. NOTICE

Any notice or notification to be given to one party by the other under this Contract must be in legible writing, in English and served upon the other party in accordance with any of the accepted methods of service set out within Rule 10.5 of the Uniform Civil Procedure Rules 2005 (NSW).

15. SEVERABILITY

If any part of this Contract is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, that determination will not impair the enforceability of the remaining parts of this Agreement which will remain in force.

16. ASSIGNMENT

- 16.1 Remote Staff may assign its rights pursuant to this Contract to any Related Body Corporate and provide The Client 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 The Client which may not be unreasonably withheld.
- 16.2 The Client 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.

17. 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.

18. ENTIRE CONTRACT

Subject to Clause 1, 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.

19. 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

20. WAIVER

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 authorised officer of the party granting the waiver.

21. AMENDMENTS IN WRITING

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

22. 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.

23. FORCE MAJEURE

Notwithstanding anything to the contrary in this Contract, neither party shall be deemed to be in default of or to have breached any provision of this Contract as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, natural disasters, acts of war, insurrection or terrorism, strikes or lockouts, unauthorized network or computer intrusion, Internet- or computer-related viruses, hacker attacks or other agents introduced by a third party, failure of the Internet or any other event which may reasonably be classified as a 'Force Majeure' event.

24. EXECUTION

The Client's payment of any amounts listed within Schedule 2, including but not limited to set up fees, monthly fees and/or any payment of Remote Staff invoices, will constitute The Client's acceptance of the scope, terms and conditions of this Contract as set out above and as set out within the terms and conditions on Remote Staff's website at www.remotestaff.com.au, which by incorporation form part of this Contract.

SCHEDULE 2 - FEE STRUCTURE

SET UP FEE

Set up fee is AUD\$200.00 excluding GST. (GST is not applicable to companies outside Australia)

MONTHLY FEES

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

OFFICE FEES (OPTIONAL)

\$200 to \$400 ex. GST. Includes a fully set up workstations with Pentium IV IBM computers at 512 RAM, chair, table, headset, phone and ADSL internet connection.

FEE INCREASES

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

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.

PHONE CHARGES

The Client is responsible for its own telephone charges and fees. Remote Staff encourages its clients to use Skype business telephone plans can help clients set up Skype accounts on request.

ABSENCES

If a Remote Staff 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 The Client for these corresponding hours. The credit memo will be reflected on The Client's next month's invoice.

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.

EXCHANGE RATES

Remote Staff pays all off shore Remote Staff Service Providers in their local currency and we currently use AUD\$1 = PHP38. For the Clients information, USD\$1 = PHP45, GBP1 = PHP77, EUR1 = PHP68 and CAD\$1 = PHP 44. If the exchange rate falls below the Remote Staff fixed rates we will adjust the Fees with the fluctuation and pass it on to The Client.

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.

CREDIT AND DEBIT CARD

Remote Staff shall require a credit or Debit card from The Client, the Client. This security card is to hold The Client's account and will only be charged if a bank transfer as per our Tax Invoices is not done within 5 days. A 1% Visa & 2% Amex merchant fee applies for all AUD credit card transactions. USD, GBP, CD & EUR credit card transactions are charged at 2.5%.

SCHEDULE 3 – DEFINITIONS AND INTERPRETATION

Definitions

In this Contract, and within the terms and conditions of Remote Staff's website at www.remotestaff.com.au, unless the context requires another meaning:

"Assignment" means a temporary placement The Client have for a Remote Staff Service Provider of not more than twelve (12) months.

"Assignment Specification" means the information The Client include in the relevant Request for Services for each Assignment, including:

- The Client's 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 The Client.

"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.

"Fees" means the fees specified in Schedule 1 and 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 anything acquired.

"Intellectual Property Rights" means all rights whether registrable, 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 The Client of any fees or any amount payable by The Client to Remote Staff under this Contract.

“Privacy Legislation” means the Privacy Act (Cth) 1988 and the Privacy and Personal Information Protection Act NSW 1988.

“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 The Client.

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

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

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

“Services” means the services to be provided to The Client by Remote Staff specified in each Request for Services issued by The Client 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 The Client in respect of the relevant Primary Payment.

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

“The Client” means the entity accepts the scope, terms and conditions of this Contract in accordance with Clause 23, and goes on to engage Remote Staff to provide it with outplacement services.

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;
 - a. which ceases to exist; or
 - b. 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.