REMOTE STAFF SERVICE AGREEMENT

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 outplacement or outsourcing 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 Service Agreement.

IT IS AGREED as follows:

1.   DEFINITIONS AND INTERPRETATION

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

2.   DAY TO DAY OPERATION OF THIS AGREEMENT

2.1   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, which by incorporation forms part of this Service Agreement.

2.2   The Client acknowledges and agrees that by entering into this Agreement with Remote Staff, this Agreement does not create, establish or otherwise constitute an employment relationship or agreement with Remote Staff. The Client assumes all liability for the proper classification of the Remote Staff Service Provider as independent contractors based on any applicable local guidelines. This Agreement does not create a partnership or agency relationship between The Client and the Remote Staff Service Provider who does not have any authority to enter into written or oral (whether implied or express) contracts on behalf of The Client.

3.   DURATION

3.1   This Service Agreement will commence on the Commencement Date and will continue on a month to month term until terminated in accordance with clause 12.

Clients that opt to trial a Remote Staff Service Provider would need to comply with the trail

period of not less than 1 hour or a maximum of 10 calendar days.

4. PAYMENT

4.1   The Client must pay Remote Staff for the Services in the amounts and at the time set out in Schedule 2 and upon such terms and conditions on Remote Staff's website which by incorporation forms part of this Service Agreement.

4.2   The provisions of Schedule 2 forms part of and are operative 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 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 indemnifies Remote Staff in respect of losses, liabilities or claims arising from or related to:

> a.   Any acts and omissions of any Remote Staff Service Provider when performing his or her obligations during an Assignment with The Client;

> b.   Any injury suffered by (including death of) a Remote Staff Service Provider because of that Remote Staff Service Provider performing his or her obligations; and

> c.   Any damage to property because of the performance of any obligations by a Remote Staff Service Provider.

6.2   The Client indemnifies 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 and/or any breaches of laws applicable in any jurisdiction in which the Remote Staff Service Provider may operate or provides the services.

7. RESTRICTION ON DIRECT HIRING OF REMOTE STAFF SERVICE PROVIDERS AND CANDIDATES

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.

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

7.4 Exchanging and asking for any information relating to the agreement such as contract payments and rate between Remote Staff and Remote Staff Service Provider is strictly prohibited under this agreement.

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.

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 preexisting 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 agree and acknowledge as follows:

a. without affecting the generality of clause 8.1 above, Remote Staff retains all its Intellectual Property Rights and The Client does not acquire any rights, title or interest to any of Remote Staff's Intellectual Property Rights; and

b. All Intellectual Property Rights which are or may be created by the Remote Staff Service Provider / Remote Staff Candidate during the course of providing the Services for the Assignment are and remain at all times The Client's property.

8.4 All material prepared by the Remote Staff Service Provider during the term of this Contract arising out of or concerning the Services ("the Contracted Material") shall be the sole property of The Client and the ownership of and any Intellectual Property Rights subsisting in any such work shall vest in The Client. All information relating to The Client's customers, users, and in particular and without limitation, customers, user of Client's site, and all rights associated with such information are the exclusive property of The Client

8.5 On termination of this Contract, the Remote Staff Service Provider's email address and Skype login that were created will be deleted or the passwords changed and given to The Client for The Client's access. The Remote Staff Service Provider will immediately deliver any material, software or hardware given by The Client to Remote Staff so that Remote Staff may return them to The Client subject to payment of freight changes by The Client.

8.6 Remote Staff, the Remote Staff Service Provider and The Client acknowledge and agree that they cannot to use, re-use, distribute, publish, license, sub-license, reproduce, create derivative work, copy, supply or communicate any Intellectual Property Right which belongs to the other party except as required by law.

9. PRIVACY

The parties (including the Remote Staff Service Provider) 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 only 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 endeavors 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 endeavor 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 of 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 licenses, authorizations, 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 5 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. a 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 Subject to the Client complying with the provisions set out in Schedule 2, The Client may appoint the Remote Staff Service Provider on a trial basis which is a minimum of 1 hour and a maximum of 10 days. During the trial period The Client may terminate the Remote Staff Service Provider immediately or at the end of the trial period subject to The Client pre-paying for the period that the Remote Staff Service Provider has worked for The Client.

12.3 Subject to The Client complying with the provisions set out in Schedule 2, if The Client appoints the Remote Staff Service Provider other than on a trial basis, The Client may terminate the Remote Staff Service Provider in the following manner:

a. if the Remote Staff Service Provider has been appointed by The Client for less than 6 months from his or her appointment, a period of 24 hours' notice is required;

b. if the Remote Staff Service Provider has been appointed by The Client for more than 6 months, a period of 2 weeks' notice is required;

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

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

12.6 Upon termination:

12.6.1.1 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; and

12.6.1.2 Remote Staff and/or the Remote Staff Service Provider will return to The Client all The Client's Confidential Information, copies of The Client's Intellectual Property Rights and any other property The Client has provided to Remove Staff and/or the Remote Staff Service Provider 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. The dispute must relate to the hours billed and worked, not the quality of work performed or delivered by the Remote Staff Service Provider.

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 subject to the following changes:

a. the arbitration is deemed to commence and take place in Sydney, Australia;
b. the arbitration does not require personal appearances of the parties or witnesses; and
c. the arbitration is to be conducted by telephone link and/or solely based on written submissions and written statements;
d. any award made pursuant to the arbitration may be entered in any Court of

competent jurisdiction for enforcement.

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). All amendments will be posted on our client login portal.

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.   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.

18.   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

19.   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 authorized officer of the party granting the waiver.

20. AMENDMENTS

Remote Staff may amend the provisions of this Contract from time to time to such extent as is necessary to comply with the law in any jurisdiction in which this Contract is operative. All amendments will be posted on our client login portal accessible to The Client anytime.

21. GOVERNING LAW

This Contract will be governed and construed pursuant to the laws of New South Wales, Australia 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.

22. 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. Nothing in this clause affects The Client's obligation to make any payment under Schedule 2 as and when the payment falls due.

23. ACCEPTANCE

The Client accepts the scope, terms and conditions of this Contract 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 by:

   a. The Client making a Request for Services; or
   b. The Client appointing Remote Staff to provide services to The Client; or
   c. The Client selecting a Remote Staff Service Provider; or
   d. The Client making a 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 (whichever is the earliest); or
   e. The Client indicating its acceptance electronically or in any other format provided by Remote Staff.

24. DUTY OF CONFIDENTIALITY

24.1 Remote Staff and the Remote Staff Service Provider acknowledge that during this Contract they may each have access to Confidential Information of The Client.

24.2 Remote Staff and the Remote Staff Service Provider warrant and undertake not to disclose, use or otherwise deal with any Confidential Information regarding The Client except:
   a. for the purpose of providing the Services;
   b. when required to do so by law; or
   c. with the prior written consent of the Client.

24.3 Confidential Information shall include, but not be limited to, any information, which relates to

the business, processes, operation, methodology, communications, information, techniques, services, pricing, strategies, programming or research or any information that Remote Staff or the Remote Staff Provider acquired during the term of this Contract.

24.4 On the termination of this Contract, or earlier if required to do so by either party, the Remote Staff Service Provider shall return to the Client any material containing Confidential Information then in his or her possession, or destroy or delete any copies of such material in his or her possession. Remote Staff Service Provider must carry out an immediate hand over of all existing tasks.

25. REMOTE STAFF SERVICE PROVIDER

The parties agree that:

  a. Remote Staff does not, in any way, supervise, direct or control the Remote Staff Service Provider's work or services;

  b. Remote Staff has no control over the Remote Staff Service Provider or over the services provided by the Remote Staff Service Provider to The Client; and

  c. Remote Staff does not make any representation as to the reliability, capability or qualifications of any Remote Staff Service Provider or the quality of any service provided.

  d. The Client may only contract the Remote Staff Service Providers for Part time, which is 20 hours a week or Full time, which is 40 hours a week only. Any reductions or deviations from the two set schedules will be considered temporary.

26. REMOTE-PLATFORM SOFTWARE

26.1 Remote Staff grants to The Client a non-exclusive nontransferable license to access and use a proprietary software of Remote Access called "Remote Platform" from time to time that enables The Client to perform some of the following functions:

  a. to view the Remote Staff Service Provider screen shots at every 3 minute interval;

  b. to view webcam shots of the Remote Staff Service Provider every 10 minute interval during night shifts;

  c. to track the Remote Staff Service Provider activities and percentage progress at every 20 minute interval. The Client may request to alter these intervals with Remotestaff;

  d. to view the Remote Staff Service Provider computer and internet usage reports;

  e. to receive daily email reports;

  f. to access work in progress as it occurs in real time;

  g. to collaborate with the Remote Staff task trackers;

  h. to view online timesheets of Remote Staff Service Provider to review the start and finish times and breaks.

26.2 The Remote Platform software requires a certain minimum hardware specifications to operate and may not operate if the minimum hardware specifications are not met. Remote Staff will specify the minimum hardware specifications from time to time.

26.3   Remote Staff will not be liable for any loss and damage suffered by The Client if:

    a.   The Client is not able to access and/or use the Remote Platform software for any reason; and/or

    b.   The Remote Platform software is not operable for any reason.

26.4   The license granted under clause 26.1 terminates and expires upon termination under clause 12 above.

27.   CUSTOMER SUPPORT SERVICE

Remote Staff provides a customer support service to The Client that includes the following services:

    a.   to confirm to The Client that the Remote Staff Service Provider is working online or not;

    b.   to ensure that the Remote Staff Service Provider starts work on time;

    c.   to contact the Remote Staff Service Provider who is late for work and notify The Client accordingly;

    d.   to monitor the Remote Staff Service Provider's online activities to ensure that the Remote Staff Service Provider is providing the Services; and

    e.   to manage the payroll.

28.   TRIAL BASIS HIRING

28.1 If The Client:

    a.   Selects and appoints a Remote Staff Service Provider from the Available Staff List or from our Custom Recruitment endorsements; and

    b.   Wants to work with the Remote Staff Service Provider on a trial basis, The Client must use the Prepaid Trial System subject to parties agreeing that The Client may appoint a Remote Staff Service Provider selected and appointed pursuant to a Request for Services on a trial basis upon the terms and conditions of this Contract.

28.2 The Prepaid Trial System applies exclusively in relation to The Client who wants to select and appoint the Remote Service Provider on a trial basis.

28.3 The Client must deposit a sum of AUD$50 or its equivalent in accepted currency with Remote Staff before the Remote Staff Service Provider provides any services under the Assignment ("Available Balance"). The Client must always maintain a credit balance of Available Balance with Remote Staff with a minimum amount of AUD$50 to be paid each time.

28.4   The Client may schedule a trial period of a minimum of 1 hour or a maximum of 10 days of 8 hour shifts for the Remote Staff Service Provider subject to Available Balance held by Remote Staff being in credit.

28.5   When the Client has scheduled the trial period under clause 4 above, the amount of fees payable to Remote Staff is taken from the Available Balance and placed in a separate account, a Holding Account until the Remote Staff Service Provider provides the services under the   Assignment.

28.6 After the Remote Staff Service Provider has provided the services under the Assignment, the amount in the Holding Account is paid to Remote Staff and the Remote Staff Service Provider accordingly.

28.7 The Client may extend the trial period specified in clause 4 above subject to Remote Staff's absolute discretion, and during the trial period the Remote Staff Service Provider provides the services to The Client on a non-exclusive basis.

28.8 During the trial period, if the Remote Staff Service Provider is absent or does not log on or has been appointed by another client of Remote Staff on an exclusive basis then that absence will not be charged to The Client and any amount held in the Holding Account will be returned to the Available Balance.

28.9 The Client at any time may request a refund of the amount held in the Client's Available Balance subject to a 2 week refund processing period.

SCHEDULE 2 -FEE STRUCTURE

Regular Billing System

1. If The Client selects and appoints a Remote Staff Service Provider:

   a. after a trial period has been completed; or
   b. on any basis other than on a trial basis; or
   c. pursuant to the Request for Services

   Then The Client must use the Regular Billing System.

2. The Regular Billing System applies to The Client who selects and appoints the Remote Staff Service Provider on an exclusive basis on hourly rates.

3. The Client must pay Remote Staff for the Services in advance by using either of the following 2 options:

   a. prepaid payments
   b. regular monthly payments

   -Via-

   Credit Card Online Payment

   Direct Debit of Credit Cards and Bank Accounts Electronic Fund Transfer

4. In relation to Minimum Billable Contract Hours

   Remote Staff Service Provider contracted Part Time must be paid minimum equivalent of 4 hours a day or 20 hours a week whichever is higher except when Remote Staff Service provider is not able to work or make up for the unworked hours

   Remote Staff Service Provider contracted Full Time must be paid minimum equivalent of 8 hours a day or 40 hours a week whichever is higher except when Remote Staff Service

provider is not able to work or make up for the unworked hours

Remote Staff Service provider contracted to work for a specific number of hours a day other than 4 hours or 8 hours a day must be paid that specific number of hours as agreed except when Remote Staff Service provider is not able to work or make up for the unworked hours

5.   In relation to December and January Month Payments

      December and January holidays are paid holidays.
      December 24, Day Before Christmas is a paid regular holiday December 25, Christmas day is a paid regular holiday
      December 26, Australia Boxing Day is a paid regular holiday December 30, Rizal Day is a paid regular holiday
      December 31, Last day of the year is a paid special holiday January, 1 new year's day is a paid regular holiday
      The Remote Staff Service provider's hourly rate is at 200% in event where Remote Staff Service Provider is required to work during December 24, 25, 26, 30, 31 and January 1

6.   In relation to the Direct Debit of Credit cards and bank accounts, all accounts established are on direct debit default settings.

The Client must provide a signed authority form and all necessary details (as required by Remote Staff) to allow Remote Staff to charge or claim the amount invoiced at the interval agreed upon against the credit card or Australian bank account provided by The Client.

7.   Each payment under the Regular Payment Option is to be made in advance or on an agreed fixed monthly date

8.   The Clients are able to make payments via electronic fund transfer (EFT) into Remote Staff's AUD bank accounts, GBP bank accounts and USD bank accounts.

9.   If there is any overtime payments due on Regular Monthly Payments, the amount of overtime chargeable to The Client will be included in the following month's invoice.

10.   The Client at any time may request a refund of the amount held in the Client's Available Balance subject to a 2 week refund processing period.

Note that any billable hours could be disputed by a Client up to the 20th of the month he is being billed for. Once the Remote Staff Service Provider are paid, the option to dispute, question or ask for adjustments related to past month's billing are no longer available.

Insufficient funds

11.   Credit in your available balance needs to be always in surplus in order for you to access your Remote Staff Service Provider.

Without having credit in your account, you will not have access to your Remote Staff Service Provider. Your Remote Staff Service Provider will be suspended from working for you until payment is made.

12. During the Suspension Period, The Client must pay to Remote Staff any amount in arrears or required to maintain the Available Balance otherwise Remote Staff is entitled to terminate the Contract.

Optional Office Costs

13. If The Client requires the Remote Staff Service Provider to provide the Services from an office building then the Client may elect for this option by informing Remote Staff and paying an additional fee of:

> **13.1** AUD$450 + GST per month per table for 24 hour use, 7 days a week.

> **13.2** AUD$250 + GST per month per table for 9 hour use, 5 days a week.

> **13.3** AUD$125 + GST per month per table for 4 hour use, 5 days a week.

> **13.4** AUD$20 + GST per day per table for 1 shift (4 hour shift or 9 hour shift)

If utilized, office lease payments are payable in advance with no refund even if the Remote Staff Service Provider is unable to perform the Services for reasons attributable to The Client. The Office will have 2012 Dell laptop computers with i5 processes, 4GB ram, 500 GB hard drives. Each cubicle will be 1.2m X 0.7m in size with 24 hour backup generators and consistent fast internet connections.

Telephone and Internet Charges

14. The Client is solely responsible for supplying the telephone account and software or hardware as required and the covering of telephone changes incurred by the Remote Staff Service Provider in the performance of their duties for the Client. If The Client requires the Remote Staff Service Provider to have faster internet access over 1.0mbps download and 0.3mbps upload speeds and/or connection then The Client may elect for this option by informing Remote Staff and paying an access fee [a month] in advance, dependent on the plan selected by the client which may be prorated at Remote Staff's absolute discretion. This access fee is payable at the same time and in the same manner as any other payment due to Remote Staff. Any termination fees required to be paid due to early cancellation of the selected internet plan will be covered in full by the Client.

Holidays

15. All public holidays in The Client's nation or location will be observed by the Remote Staff Service Provider unless requested otherwise by The Client or the Remote Staff Service Provider.
16. The Remote Staff Service Provider is entitled to request leave on public holidays of his or her nation or location.

Payment charges and foreign exchange rates

17. If The Client pays in Australian Dollars using a credit card, a merchant fee of:

> (a)   1% will be imposed by Remote Staff for VISA Card payments; or

(b) 2% will be imposed by Remote Staff for AMEX Card payments.

18. If The Client pays in Great Britain Pound or US Dollars using a credit card, a merchant fee of 2.5% will be imposed by Remote Staff.

19. Remote Staff pays all Remote Staff Service Providers in the local currency where the Remote Staff Service Provider operates. Remote Staff currently uses the following fixed exchange rates:

AUD 1= PHP 37.50

USD 1= PHP 49.50

GBP 1 = PHP 66.00

NZD 1 = PHP 34.50

CAD 1 = PHP 38.50

20. If the exchange rate falls below the Remote Staff fixed exchange rates specified in paragraph 18 above, Remote Staff will adjust the amount of fees chargeable to The Client in accordance with the fluctuation and The Client has to pay the difference. The fixed exchange rates are based on 3 year averages to minimum the currency movement effect to clients.

SCHEDULE 3 – DEFINITIONS AND INTERPRETATION

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:

"Access Fee" – the monthly changes or fees incurred by staff when the Client requires them to having an internet connection plan higher than what Remote Staff requires. This fee is to be covered by the client.

"Assignment" means a temporary placement The Client has for a Remote Staff Service Provider. On a month to month basis automatically renewable monthly;

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

a. The Client's identity;
b. The start date of the Assignment;
c. The services to be provided during the Assignment by the Remote Staff Service Provider;
d. The temporary rate of pay for the services;
e. The duration of the Assignment;
f. The location of the Assignment.

"Available Balance" - is the amount of money the Client has put in to his prepaid account with Remotestaff, which is available for use for the client's contracted Remotestaff Service Providers and any service offered by Remote Staff.

"Available Staff List" is our managed list of Remote Staff Service Providers from which Clients

may select people to hire from

"Business Day" means a day on which banks are open for business in New South Wales, Australia.

"Commencement Date" is the date the remote staff service provider begins working for the client.

"Commencement date of contract" means the date this Contract is accepted 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.

"Contact" means:

Accounts@remotestaff.com.au
1-300-733-430 (Australia)
0415-992-63-56 (USA)
0208-816-78-02 (UK)

"Custom Recruitment" is our service designed to aide Clients to find the specific type of staff they wish to hire based on requirements they set beforehand by completing our Job Specification Form. This service is for free, but doesn't include outbound telemarketers & appointment setters. Remote Staff reserves the right to decline offering this service

"Credit Card Online Payment" - refers to payments made by the Client via credit card via the internet or other electronic media

"Direct Debit of Credit Cards and Bank Accounts" – Any Australian, UK and USA bank account chargeable via direct debit online facilities.

"Electronic Fund Transfer" - refers to the client directly transferring payments and funds to Remotestaff via electronic media

"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)

"Holding Account" - is an amount held or reserved from the Available Balance of the Prepaid Account that may be used for payment of the Remotestaff Service Provider's overtime hours, unpaid salary and the like.

"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.

"Management fee" - are fees imposed by Remotestaff to cover operational and administrative expenses in the event of the Client's noncompliance of our payment terms.

"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 individuals' identity can be reasonably determined and any further information can be considered personal by the Privacy Legislation.

"Prepaid billing System" is the payment method Remote Staff has in place for clients to pay in advance for hours that can be used for Remote Staff Service Providers so that the Client could experience working with someone first before they consider adding that candidate as an exclusive Remote Staff Service Provider basis.

"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.

"Prepaid payments" - applies to methods of payments used in the prepaid billing system wherein clients maintain and available balance with Remotestaff.

"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).

"Regular Billing System"- is the system or method the client would like to use with Remote Staff when he or she Contracts at least one Remotestaff Service Provider. The 2 methods or systems are prepaid payments and regular monthly payments.

"Regular Monthly payments" - refers to the payment system wherein client is invoiced regularly at the beginning of each month or payment cycle for the services of the Remotestaff Service Provider.

"Remote Staff Trial Service Provider" means any individual who is processed by Remote Staff Recruitment for the purposes of endorsement and potential contracting by a Remote Staff Client. Remote Staff Service Providers going through a prepaid trial are by no means exclusive to the client conducting the trial.

"Remote Staff Clients" means businesses and organizations that 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 client's acknowledgement request found on the Remote Staff website. Means the request sent by The Client to Remote Staff from time to time in accordance with the Clients online acknowledgement request found on the Remote Staff websites.

"Remote Staff Website" refers to the websites Remote Staff has online. These include: www.remotestaff.com.au, www.remotestaff.net, www.remotestaff.ca, www.remotestaff.co.in, www.remotestaff.com.ph, www.remotestaff.biz, www.remotestaff.asia, www.remotestaff.cn, www.remotestaff.info, www.remotestaff.co, www.remotestaff.org, www.remotestaff.co.uk.

"Remote Access" - the ability to monitor, interact and collaborate online via the internet

"Remote Platform" or "RemotePlatform" - a web-based online tool that enables clients to:

> a. to view the Remote Staff Service Provider screen shots at every 3 minute interval;
> b. to view webcam shots of the Remote Staff Service Provider every 10 minute interval during night shifts;
> c. to track the Remote Staff Service Provider activities and percentage progress at every 20 minute interval. The Client may request to alter these intervals with Remotestaff;
> d. to view the Remote Staff Service Provider computer and internet usage reports;
> e. to receive daily email reports;
> f. to access work in progress as it occurs in real time;
> g. to collaborate with the Remote Staff task trackers;
> h. to view online timesheets of Remote Staff Service Provider to review the start and finish times and breaks.

"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.

"Shifts" - are referred to as daily 8 or 4 hour work schedules that Remotestaff Service Providers must adhere to in the service of the Clients

"Suspension Period" - the set amount of time when the Services of the Remotestaff Service Provider to the client are put on hold or Suspended pending payments from the Client on outstanding balances. This may also refer to suspensions when the clients prepaid account is out of funds.

"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 and jurisdiction.

"Trial period" - is defined as the limited time a client contracts a Remotestaff Service Provider to test whether or not the person has sufficient skills to work with the client for the long term.

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

"The Client" means the entity that 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.

"Trial basis" - is contracting the services of a Remotestaff Service Provider for a limited amount of time so the Client may better gauge his/her abilities.

"Written" means a document issued by a party to another party and includes without limitation an electronic communication sent through the internet and a softcopy of a document attached to any electronic communication sent through the internet.

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, which ceases to exist or 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.

- E N D -