

- A. the Contractor (Optimal Resourcing) is engaged in the business of providing specialist expertise and services in the human capital services, talent management, change management and project management fields.
- B. the Contractor is able to provide specialist skills and experience that the Client wishes to engage from time to time, for a project of limited duration and/or utilising skills ongoing which the Client does not have in-house.

IT IS HEREBY AGREED AS FOLLOWS:

1. Performance of services

RATES BASED SCOPE OF WORKS / PURCHASE ORDER / PROJECT WORK

- (a) The Contractor hereby agrees to undertake supply of the services as specified in scope of works and purchase orders as agreed from time to time, and undertakes to comply with any reasonable requirements relating to the performance of these services which shall be communicated in writing to the Contractor by the Client.
- (b) The price for the services will be as agreed for each scope of work plus expenses. The price charged by the Contractor is specific to each SOW only.
- (c) The Contractor will supply all equipment, software and other expertise necessary for the provision of the services with the exception of specialized equipment or access to software.
- (d) The Client will provide specialized equipment and access as defined for each SOW.
- (e) The Contractor will provide the Client with an invoice at the end of each week for the services showing the date of each day allocated to the provision of the services and weekly time sheets detailing the time spent in performing the services.
- (f) The Client will pay the Contractor weekly the amount calculated from the weekly time sheets at the daily rate determined in 1(b) within 7 days of the submission of invoice by the Contractor.

RETAINED ADVISORY SERVICES

- (g) Our retained advisory services provide ongoing expert guidance and support to clients on a monthly retainer basis.
- (h) The retainer fee is paid in advance and includes a set number of hours of service per month, as agreed upon by both parties at the time of engagement. Any hours over and above the included hours will automatically rollover into the next tier of service and will then be charged at the standard hourly rate over and above the highest tier.
- (i) The retainer agreement is for a minimum period of three months and may be renewed on a monthly basis thereafter.
- (j) A minimum of three months notice is required to terminate the retainer agreement. The retainer fee is non-refundable.
- (k) Our advisory services may include, but are not limited to, expert guidance on strategy, market analysis, problem-solving, and decision-making.
- (l) Clients will have access to our advisors via email, phone, online and in-person meetings as per the agreed upon schedule.
- (m) The Contractor will provide the Client with a monthly invoice in advance and will include a statement of expended hours from the previous month.
- (n) All invoices for retainer services are due and payable on receipt.
- (o) This Agreement is to remain in effect from the date of execution until close of business on the 30 June 2025.
- (p) The Contractor will indemnify the Client for claims or loss arising from a breach of professional duty in the provision of professional services. The liability of the Contractor is reduced to the extent that the Client or other person(s) caused or contributed to the loss or occurrence which gave rise to the claim.

2. Relationship between the parties

- (a) This Agreement does not constitute any company, partnership or joint venture between the parties for any purpose. Neither party to this Agreement shall have any right to incur any liabilities or obligations on behalf of or binding upon the other party except as provided for in that Agreement.
- (b) Nothing in this Agreement constitutes a relationship of employer and employee. The Contractor must not act in any way other than as an independent contractor of the Client.
- (c) The Client will not be responsible for any payments in respect of:
 - i. the remuneration of the Contractor's personnel including salary and wages, annual leave, sick leave, long service leave or superannuation;
 - ii. workers' compensation, accident, sickness and life insurance for the Contractor's personnel; and
 - iii. all taxes including but not limited to corporate tax, payroll tax, PAYG tax, training guarantee levy, FBT, excise duty, GST, personal income taxes, company income taxes, Contractor's payroll taxes, superannuation guarantee levy, health insurance levy and any other additional taxes or levies imposed by government.
- (d) Where agreed, the work carried out to achieve the results set out in this Agreement can be undertaken by another person provided by the Contractor. This arrangement will be subject to the substitute Contractor having the appropriate qualifications and relevant experience, and to the Client's approval. The Client maintains the right to veto the choice of substitute.
- (e) The Contractor will not be subject to the supervision, direction or control on the manner in which he or she renders the agreed services, and will maintain a high level of discretion, flexibility and professional judgment as to how the work is

RIGHT WORK · RIGHT PEOPLE · RIGHT BEHAVIOURS



performed and results achieved. Checking of the Contractor's work by the Client or co-ordination with other onsite project activities will not constitute control over the Contractor.

- (f) The Contractor acknowledges and hereby agrees that in relation to the supply of the services under this Agreement it is responsible for compliance with all statutory requirements in relation to trading, including but not limited to the payment of all or any taxes, superannuation, workers' compensation or other charge, levy or obligation imposed by law as a result of this Agreement.
- (g) The ownership of any intellectual property, unless in the public domain, generated by or introduced into the services by the Contractor remains at all times with the Contractor unless otherwise specifically agreed in writing. All written data to be exchanged by the parties to this Agreement shall be regarded as confidential and shall remain the property of the discloser. All such written data shall be immediately returned to the discloser upon written request or at the expiry of this Agreement.
- (h) These terms (2(a), (b), (c), (d), (e), (f) and (g)) shall have effect from the date of execution and shall survive the Agreement.

3. Confidentiality

- (a) The parties agree that confidential information disclosed to the other party remains at all times confidential and each party indemnifies the other in respect to all loss, damage, claim, liability, cost or expense suffered by the discloser arising from any breach of this Agreement.
- (b) The Contractor shall not disclose and shall use its best endeavours to prohibit and prevent the unintentional disclosure of any confidential information concerning the business, strategic plan, methodologies or any other interests of the Client which may come to its knowledge.
- (c) The Client acknowledge that the methodology and materials of the Contractor, unless in the public domain, are to remain confidential to the Contractor unless otherwise specifically agree in writing.

4. Termination

Either party may terminate this Agreement at any time by seven days written notice to the other party. Termination prior to the expiry date by the Client will only have legal effect upon payment to the Contractor of four weeks average invoice payments as liquidated damages. The client agrees to give the Contractor four weeks notice if the Agreement is not to be renegotiated at expiry.

5. Waiver

If either party shall waive any breach of this Agreement or forbear to enforce any part of it on any one or more occasion, such waiver or forbearance shall not be taken as evidence against that party and shall not preclude that party from subsequently enforcing any part of this Agreement.

6. Disputes

If any dispute arises involving the performance of this contract or the interpretation of its terms, before resort to legal action is had by either party, it is agreed that if negotiations fail, the parties shall utilise mediation by Resolution Institute, each party bearing their own costs.

7. Governing law

This Agreement shall be governed by and construed in accordance with Western Australian law and the parties to this Agreement agree to submit, subject to clause (6), to the jurisdiction of its Courts.

8. Notices

Unless otherwise specified in the Agreement or documents collateral to this Agreement, all notices or communications of a contractual nature given in relation to this Agreement by either party to the other party shall be in writing and delivered or mailed by registered mail as follows:

- (a) The Contractor to: Suite 2, 300 Albany Hwy, Victoria Park WA 6100.
- (b) The Client to their HO address as listed on the website

9. Cancellation Policy

If a booked service is cancelled, rescheduled, or results in a no-show with less than 24 hours notice, the client will be charged the full fee for the service. If a booked service is cancelled or rescheduled with at least 48 hours notice, the client will be charged 50% of the service fee. All cancellations or rescheduling requests must be made in writing. In case of a no-show, the full fee will be charged. In case of emergency or any exceptional circumstances, the management reserves the right to waive or modify the cancellation charges. This policy is subject to change without notice.