



SUBCONTRACTOR AGREEMENT

GREEN LIGHT CREATIVE PTY LTD ACN 602 146 010

[INSERT CONTRACTOR'S FULL NAME AS IT APPEARS ON [ABN SEARCH](#)] ABN [INSERT
ABN NUMBER]

SUBCONTRACTOR AGREEMENT

AGREEMENT DATE: _____

BETWEEN: **Green Light Creative Pty Ltd ACN 602 146 010**
of Studio 3, 694 Ann Street
Fortitude Valley
Queensland, 4006
(the **Company**)

AND: **[INSERT CONTRACTOR'S FULL NAME AS IT APPEARS ON [ABN SEARCH](#)] ABN [INSERT ABN NUMBER]**
of [Insert Contractor's Address]
(the **Contractor**)

BACKGROUND

1. The Company provides exemplary signage and branding solutions for businesses and enterprises, including graphic design services and the custom design, printing, production and installation of signage.
2. The Contractor wishes to provide the Services for which the Company will pay the Contractor.
3. The Contractor represents that the Contractor possesses the necessary skills, resources, licences and expertise to provide the Services, in accordance with the requirements of this Agreement.
4. The Company wishes to appoint the Contractor, and the Contractor is willing to accept such appointment, as Contractor for the Company on the terms and conditions set out in this Agreement.

OPERATIVE PART

1 DEFINITIONS AND INTERPRETATION

- 1.1 The meanings of the terms used in this Agreement are set out below.

Agreement means this agreement, all schedules and annexures to this agreement as validly amended from time to time;

Agreement Date means the date specific on page two of this document or if no date is specified, the date on which the last party to this Agreement signs it;

Business Day means a day that is not a Saturday, Sunday or public holiday in the jurisdiction specified in clause 27;

Client means any person who utilises the Services and any client or customer of the Company;

Company's Personnel means any employees, contractors, subcontractors, directors, shareholders, beneficiaries of the Company or alike;

Confidential Information includes:

- (1) any document or information marked as confidential;
- (2) any information received or developed by the Contractor in the course of this Agreement with the Company which is not publicly available and relates to the Services, the Company's business or any of its related corporations', Clients', or suppliers' businesses or products including methodologies, designs, processes, equipment and techniques used by the Company or its related corporations, Clients or suppliers;
- (3) any information which relates to any Client who has approached the Company (including their details, their requirements, their identity and their financial affairs);
- (4) any information that is personal including information or an opinion about any Client that identifies any Client or that could easily identify any Client. This includes any Client's name, employment details, and address;
- (5) any methodology, process, technique, information, notes, data, manual, program or software;
- (6) research and development information;
- (7) notes, products, know how, trade secrets or other data;
- (8) specifications, plans, designs, processes, formulae;
- (9) any password or code that enables access by whatever means to any part of the Company's computer systems and networks (including social media platforms) or any of its related corporations, suppliers or Clients; and
- (10) any other information classifiable in equity or at law as confidential information, in any form, and whether:
 - (a) oral, written, recorded or stored by electronic, magnetic, electromagnetic or other form process or otherwise or in a machine readable form; or
 - (b) translated from the original form, recompiled, made into a compilation, partially copied, modified, updated or otherwise altered;
- (11) any information received by the Contractor in providing the Services;
- (12) any information received by the Contractor in providing the Services to the Company's Clients;
- (13) any notes, documents, information (written or oral) received or inferred by way of verbal and/or non-verbal discussions by in providing the Services;
- (14) any document, system or information which by its very nature might reasonably be understood (or ought to be reasonably understood) to be confidential or to have been disclosed in confidence;

- (15) any information which may be of commercial value to a competitor of the Company;
 - (16) any information which relates to the Company's financial or business affairs, including but not limited to financial information, accounts, financing information, management reports and performance or profitability reports;
 - (17) any information which relates to any arrangement, transaction or alike between the Company and its Clients, a property owner or referrer of business to the Company; and
 - (18) any information which relates to the marketing and selling techniques used by the Company (including marketing plans, sales plans, research and data surveys or alike);
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Contractor means the person or entity at page 1 of this Agreement, and where applicable includes the Contractor's Personnel;

Contractor's Fee Means the fees paid to the Contractor as contained in clause 8 of this Agreement, for the satisfactory completion of the Services.

Contractor's Personnel means any person(s) that the Contractor designates to perform the Services on the Contractor's behalf and/or the Contractor's director(s), shareholders, subcontractors, employees, agents and/or servants;

Damage includes any harm, cost, loss, damage, direct loss and alike, and also includes Indirect Loss;

Equipment and Materials means the equipment and materials that the Contractor requires to perform the Services, which are described in clause 7.19(1);

GST Law means the same as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time-to-time;

Independent Contractors' Obligations means those rights set out for independent contractors in the *Independent Contractors Act 2006* (Cth), the *Fair Work Act 2009* (Cth) and the *Fair Work Regulations 2009*;

Indirect Loss means any consequential loss or damage to the Company however caused, including without limitation any:

- (1) loss of (or anticipated) use, production, revenue, income, profits, business and savings;
- (2) business interruption; and/or
- (3) loss suffered by the Company because of a third party claim against the Contractor, whether or not the consequential loss or damage was foreseeable or contemplated by the parties; and
- (4) any liability of the Contractor to the Company, or any claim against the Contractor by any other person, including the Company and any costs or

expenses in connection with the claim (including legal costs on the indemnity basis);

Insolvency Event means the occurrence of any event of insolvency including a winding up application being made and not withdrawn within 21 days, a failure to comply with a statutory demand, the appointment of a provisional liquidator or administrator, the entering into of an arrangement with creditors, a voluntary winding up other than for the purpose of a bona fide corporate reconstruction, any inability to pay debts as and when they fall due, any admission of insolvency, any court order relating to any of the above or anything which occurs under the law of any jurisdiction which has a similar effect to any of the above;

Intellectual Property includes but is not limited to trademarks, patents, copyrights, processes know-how, registered designs or other like rights or any right to apply for registration of any of the former;

Notice means a written notice, consent, approval, direction, order or other communication;

Notice Address means in respect of a party:

- (1) the address specified on page two of this document; or
- (2) any other address, email address or facsimile number notified by the party to all other parties expressly in writing;

Purchase Order means an order submitted by the Company for the Services, in response to an Quotation provided by the Contractor, the terms of which will include the specifications of the Services to be provided by the Contractor and all costs associated with same;

Quotation means a quotation provided by the Contractor for the supply of the Services;

Serious Misconduct means conduct that amounts to:

- (1) conduct that causes a serious and imminent risk to the health and safety of a person or the reputation or viability of the Company;
- (2) wilful or deliberate behaviour that is inconsistent with the continuation of this Agreement;
- (3) stealing;
- (4) fraud;
- (5) sexual harassment;
- (6) violence/assault;
- (7) criminal offences;
- (8) neglect of duties;
- (9) breach of trust and/or confidence (as determined by the Company in its absolute discretion);

- (10)breach of an essential term of this Agreement;
 - (11)breach of safety procedures;
 - (12)breach of conduct policies/procedures; and/or
 - (13)being under the influence of alcohol or any illegal substance(s) whilst performing the Services;
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Services means the services that the Contractor must and will provide for the Company pursuant to this Agreement, which services include the Services which are broadly described in Schedule 1 and such services reasonably ancillary thereto, incidental and/or inferred therefrom;

Termination Date means the date that this Agreement is terminated lawfully pursuant to the terms of the Agreement; and

WH&S Laws means the workplace health and safety laws operating in the relevant jurisdiction of this Agreement under clause 27.

1.2 In this Agreement:

- (1) unless the context otherwise indicates:
 - (a) a singular word includes the plural and vice versa;
 - (b) a word which suggests one gender includes all other genders;
 - (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (d) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
 - (e) an obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally;
 - (f) references to this or any other document include the document as varied or replaced, and despite any change in the identity of the parties;
 - (g) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document includes any schedules or annexures;
 - (h) a reference to a party means a party to this Agreement and includes the party's executors, administrators, successors and permitted assigns;
 - (i) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (j) a reference to records in this Agreements a reference to Client records including electronic records;
 - (k) if any day on or by which a person must do something under this document is not a Business Day, then the person must:
 - (i) if it involves a payment other than a payment which is due on demand, make that payment on the preceding Business Day; and
 - (ii) in all other cases, do that thing no later than the next Business Day;

- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (m) headings are for convenience only and do not form part of this document or affect its interpretation.

2 ENGAGEMENT

- 2.1 The Company engages the Contractor to provide the Services on the terms and subject to the conditions referred to in this Agreement.
- 2.2 The Company will pay the Contractor in accordance with this Agreement, for the satisfactory provision and completion of the Services.
- 2.3 This Agreement creates the framework within which the Company and Contractor will work together in relation to ongoing requests for, and provision of, the Services.

3 NO PARTNERSHIP OR EMPLOYMENT RELATIONSHIP

- 3.1 Nothing in this Agreement constitutes a relationship of partnership or of an employer and employee between the Company and the Contractor or between the Company and the Contractor's Personnel.
- 3.2 It is the express intention of the parties that any such relationships in clause 3.1 are denied.

4 DURATION

- 4.1 This Agreement takes effect from the Agreement Date and subject to clause 15 shall continue until the Termination Date.
- 4.2 The parties agree to meet not less than thirty (30) days before the Termination Date to discuss whether to enter into a new agreement for the provision of the Services. However, for the sake of clarity, nothing in this Agreement requires the Company to offer the Contractor a new agreement after termination or expiry of this Agreement.
- 4.3 In the event this Agreement is extended, the Contractor must ensure they provide to the Company, copies of all current insurance policies required to be supplied under this Agreement.

5 PROVISION OF SERVICES BY THE CONTRACTOR

- 5.1 The Contractor will provide the Services to the Company which are described in Schedule 1 (the **Services**).

6 PROVISION OF ASSISTANCE BY THE COMPANY

- 6.1 The Company may assist the Contractor, as the Company considers appropriate (in their sole discretion) from time-to-time:
 - (1) assistance with the collection and delivery of products in order to ensure customer deadlines are met;
 - (2) coordination of site visits for measuring sites and checking risks and access;
 - (3) adjustment of artwork to ensure best outcomes for the final printed job (costs may be passed on to the Contractor if intervention by the Company is required);
 - (4) access to the Company's premises and car park for contractors;
 - (5) such other facilities and services as the Company agrees to provide from time-to-time.

7 CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor will ensure that the Services are performed:
 - (1) in an appropriate and skilful manner and with reasonable care and skill in accordance with all relevant laws and legal requirements;

- (2) with all due skill, care and diligence, and in accordance with accepted professional and business practices, to the satisfaction of the Company and commensurate with the Contractor's qualifications to a high standards, efficiently and effectively;
- (3) in a manner that aligns with the Company's philosophy and priorities to provide:
 - (a) affordable, specialised treatment which enables Clients to self-manage their health;
 - (b) the Services in a collaborative manner to best identify treatment goals;
 - (c) functional, measurable outcomes for Clients; and
 - (d) effective symptom relief to Clients.

7.2 Clause 7.1 is an essential term of the Agreement.

7.3 Should the Contractor not perform the Services to a standard acceptable to the Company, the Contractor will be required to remedy this at the Contractor's own cost.

7.4 The Contractor must exercise their duty of care to towards all Clients and other persons within the Company's premises. This includes a requirement that the Contractor demonstrate compliance of clause 7.1(2).

7.5 The Contractor will ensure that the Services are performed by the Contractor, or the Contractor's Personnel as approved by the Company in its sole discretion.

7.6 The Contractor will act, and will ensure that the Contractor's Personnel, if any, act with the utmost good faith in all dealings with the Company, the Clients.

7.7 The Contractor will maintain full, accurate and legible records of work performed under this Agreement.

7.8 At the request of the Company, the Contractor will participate in quality assurance reviews to the extent reasonably required to ensure that Services meet all quality requirements of the Company.

7.9 The Contractor will maintain all necessary registrations, certifications and licences required in order to perform the Services. They will provide to the Company on the Agreement Date and thereafter annually, evidence of such registration, certifications and licences. Nothing in this clause 7.9 requires the Company to pay the cost of such registration.

7.10 The Contractor warrants that both it and the Contractor's Personnel will:

- (1) comply with the Contractor's obligations under this Agreement (and in the case of the Contractor's Personnel, ensure they comply as if they were named as the Contractor in this Agreement);
- (2) have the requisite expertise to render the Services;
- (3) have the requisite ability and legal rights to render the Services;
- (4) perform the Services in an efficient and professional manner;
- (5) act in the best interest of the Company at all times (this is an essential term of the Agreement);
- (6) not put itself in a position that conflicts (or appears to conflict) with the interests of the Company;
- (7) use best endeavours to promote and protect the Company at all times;
- (8) faithfully, diligently and with due care and skill perform the Services (this is an essential term of the Agreement);
- (9) comply with all legal requirements in connection with the provision of the Services (this is an essential term of the Agreement);
- (10) maintain all necessary licences, insurances, qualifications, certifications or alike required of a person performing the Services, including but not limited to:
 - (a) all insurance policies required for the Contractor to comply with workers compensation and rehabilitation legislation or regulations in the relevant jurisdiction of this Agreement as set out in clause 27;
 - (b) any licences required;
 - (c) any qualifications required,

(this is an essential term of the Agreement);

- (11) refrain from acting or giving the appearance of acting contrary to the interests of the Company;
- (12) refrain from using its position for an improper purpose or for private benefit;
- (13) refrain from disobeying reasonable instructions from the Company;
- (14) refraining from delivering the Services in a way that is inconsistent with the Company's approval;
- (15) refrain from directing Company Personnel to perform tasks unless such Company Personnel have the necessary training, experience and skill to perform those tasks;
- (16) on discovery, not allow a potential or actual conflict of interest to arise or continue;
- (17) refrain from withholding from the Company any opportunity or advantage that may arise during the course of this Agreement; and
- (18) observe all policies and procedures of the Company in force from time to time, to the extent that they legally apply to contractors.

7.11 The Contractor agrees to act reasonably in adhering to their obligations to provide the Services under this Agreement; however, in the event that the Contractor is unable to perform the Services due to extenuating circumstances, the Company may require the Contractor to arrange a suitable replacement. The replacement will be required to adhere to the provisions of this Agreement, and ultimately the Contractor will be responsible and liable for the actions, omissions and alike of those who replace them.

7.12 The Contractor agrees to, and agrees to direct the Contractor's Personnel to, obtain any of the Company's requisite training prior to performing the Services.

Times for performance of Services

7.13 The Contractor must provide the Services in the timeframes required by the Company.

7.14 The Contractor will at all times provide the Company with the Services in a timely, proficient and efficient manner.

7.15 The Contractor is at liberty to provide its Services to other businesses, however it must comply with the conditions set out in clause 18 of this Agreement.

7.16 The Contractor acknowledges that the Company has specific business and operational requirements. As a result, the Contractor (and the Contractor's Personnel) agree to use their best endeavours to perform the Services at a time and in a manner that does not conflict with the business and operational requirements of the Company.

7.17 The Contractor shall provide a minimum of two weeks' notice in writing in advance of planned absence by the Contractor that will or may impact on the performance of their obligations contained in this Agreement, with the exception of unplanned absence approved by the Company.

Attendance to a location controlled by the Company

7.18 If attending a site or location controlled by the Company, the Contractor and the Contractor's Personnel must comply at all times with all applicable requirements of, or otherwise connected with, the WH&S Laws and all policies and procedures of the Company relating to same.

Equipment and Materials

7.19 The Contractor:

(1) will provide, at its own expense, all equipment and materials necessary to carry out the Services, including any other equipment and material the Company directs the Contractor to provide (acting reasonably) or which the Contractor reasonably needs in order to be able to perform the Services in accordance with the terms of this Agreement,

(together the **Equipment and Materials**);

(2) will maintain the Equipment and Materials in good working condition and at the Contractor's own expense;

- (3) acknowledges that the Equipment and Materials are at all times used at the Contractor's own risk; and
- (4) indemnifies the Company from any loss, including Indirect Loss or Damage to the Equipment and Materials.

7.20 Materials and products supplied by the Contractor for use in delivering the Services will be good and suitable for the purpose for which they are to be used.

7.21 If the Company provides the Contractor with property or equipment, at its sole discretion, the Contractor will maintain such equipment and materials in good working condition and must at all times use such equipment and materials at the Contractor's own risk. The Contractor indemnifies the Company from any loss, including Indirect Loss or Damage to any of the Company's equipment and materials.

Contractor's Personnel

7.22 The Company acknowledges that the Contractor may use Contractor Personnel as notified, approved and authorised by the Company in writing from time to time in order to provide the Services in accordance with this Agreement.

7.23 The Contractor acknowledges and agrees that it will be liable to the Company for the acts, defaults and omissions of any Contractor Personnel as if they were those of the Contractor.

Travel

7.24 The Contractor is to use their own vehicle and will be required to maintain the necessary licences, registrations and comprehensive insurances at their own cost and without restriction.

7.25 The Contractor must at all times and at its own cost, have unrestricted use of a registered motor vehicle which is in a safe and roadworthy condition.

7.26 The Contractor is required to bear their own costs associated with travel any travel associated with the performance of the Services.

7.27 The Contractor will be responsible for any parking fines, traffic fines or other penalties imposed on them in respect of the use of their motor vehicle.

7.28 The Contractor will be responsible for any loss, including Indirect Loss or Damage that may occur to their motor vehicle in the course of performing the Services.

8 PAYMENT

Fees and invoicing

8.1 The Contractor must provide the Company with a valid Quotation for the Services to be provided, prior to commencing the Services.

8.2 If the Contractor's Quotation is accepted by the Company, the Company will provide to the Contractor, a Purchase Order for the Services based on the agreed quote.

Invoicing

8.3 Once the Services are completed in a manner that is satisfactory to the Company, the Contractor will provide the Company with a tax invoice in accordance with and as defined under GST Law and in relation to fees payable under this Agreement.

8.4 The tax invoice must include the following details before payment can be approved, being:

- (1) date of provision of the Services;
- (2) description of the Services provided;
- (3) whether the Services were delivered;
- (4) the Australian Business Number (**ABN**) of the Contractor;
- (5) the amount of the Service Fee.

8.5 The tax invoices paid under this clause are deemed to be all inclusive of all costs and expenses incurred by the Contractor and no further amounts will be payable by the Company unless otherwise agreed in writing by the parties.

8.6 The Contractor will not charge, and the Company will not be liable, for any expenses, charges, costs, fees except those expressly agreed to by the Company in accordance with this Agreement.

GST

8.7 For the purposes of this clause 8, **GST** means a goods and services tax, or a similar value added tax, levied or imposed under the GST Law, where **GST Law** means the same as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

8.8 Where GST is payable on a supply made by the Contractor under this agreement, the Contractor may charge the Company an additional amount equal to the GST payable on that supply.

Payment

8.9 The Company will pay the Contractor's Fees and any GST amount within [number, say 14 or 28 days] business days of receipt of a valid tax invoice from the Contractor.

8.10 The Contractor will provide the Company with the Contractor's nominated bank account in order for Company to the pay the Contractor's Fee. That bank account must be maintained by the Contractor.

Variation of Fees

8.11 The Contractor's Fees may be varied by agreement in writing between the Company and the Contractor.

8.12 The Company reserves the right to vary the Contractor's Fee in its absolute sole discretion.

8.13 The Contractor acknowledges that prompt compliance with clause is an essential term of this Agreement.

8.14 For avoidance of doubt, the Contractor's Fee received by the Contractor in accordance with this clause **Error! Reference source not found.** is not a wage or salary.

8.15 If any Client or third party owes a debt to the Company (including but not limited to a cancellation fee), the Contractor shall notify the Company immediately. Once the Company has received payment of the debt in full from such Client or third party, and a tax invoice has been issued to the Company for the payment of the outstanding amount, the Company will pay the Contractor the Contractor's Fee within a reasonable timeframe.

9 OTHER OBLIGATIONS OF CONTRACTOR

Insurances

9.1 The Contractor will take out all insurances required to by law including, but not limited to:

- (1) adequate worker's compensation as required by law for the Contractor's Personnel, if any;
- (2) public and product liability insurance in the amount of at least \$10 million per claim; and
- (3) all insurances required to be effected under the *Workers Compensation and Rehabilitation Act 2003* (Qld) and by any other law and otherwise held by a prudent contractor providing comparable services to the Services.

9.2 The Contractor will be solely responsible for putting in place and maintaining adequate insurances in respect of public liability, workers compensation, motor vehicle and all other risks appropriate of the Services under this Agreement.

9.3 [OPTIONAL] The Contractor will maintain full professional indemnity insurance membership with an entity approved by the Company and in accordance with [insert law/regulation/code/other].

9.4 The Contractor must, on request by the Company, produce evidence of the currency of the insurance policies referred to in clause 9.1.

9.5 This clause 9.1 to 9.4 are essential terms of this Agreement.

Compliance

9.6 Throughout the continuance of this Agreement, the Contractor shall comply (and shall ensure the Contractor Personnel complies) at the Contractor's own cost and expense with all acts, ordinances, rules, regulations, other delegated legislation, codes and the requirements of any Commonwealth, State, Territory and local government departments, bodies, and public authorities or other authority so

far as the same may affect or apply to the Contractor or to the Services, and the Contractor shall indemnify the Company from and against all actions, costs, charges, claims and demands in respect of this clause.

- 9.7 The Contractor agrees to notify the Company immediately in writing when it becomes aware of any investigation of the Contractor by the police or any other regulatory authority or body.
- 9.8 The obligations accepted by the Contractor under this clause 9 survive termination or expiry of this Agreement.

10 CONTRACTOR'S PERSONNEL

- 10.1 The Contractor warrants that they will ensure that they will communicate the provisions of this Agreement to the Contractor's Personnel, as far as they are relevant to the Contractor's Personnel to ensure that the Contractor's Personnel comply with the applicable terms of this Agreement, as if they were named as the Contractor in it.
- 10.2 The Contractor must ensure that the Contractor's Personnel adhere to the terms of this Agreement at all times, as far as they are applicable.
- 10.3 The Company may, at any time, by Notice in writing to the Contractor, require the Contractor to cease to permit any of the Contractor's Personnel to provide the Services.
- 10.4 The Contractor covenants that the Contractor will be solely responsible for the payment to the Contractor's Personnel and agents of all amounts due by way of salary, superannuation, annual leave, long service leave and any other benefits to which they are entitled as the Contractor's Personnel or agents and to otherwise comply with legislation applicable to the Contractor's Personnel and agents.

11 CONFLICT OF INTEREST

- 11.1 The Contractor warrants that it and the Contractor's Personnel are not under any obligation or restriction which would in any way interfere with or conflict with the Contractor providing the Services under this Agreement and that the Contractor and the Contractor's Personnel will not assume any such obligation or restriction.
- 11.2 If a conflict of interest does arise throughout the duration of this Agreement, the Contractor will report the conflict to the Company immediately and the Company will make a final determination as to how to proceed in each circumstance.
- 11.3 If the Contractor engages in any other work and assignments outside the scope of the Services in the duration of this Agreement, the Contractor must continue to act with the utmost good faith and not bring the Company into disrepute.
- 11.4 This clause is an essential term of the Agreement.

12 CONFIDENTIALITY

- 12.1 This clause regarding confidentiality applies to the Contractor and requires the Contractor to ensure it extends to the Contractor's Personnel. The Contractor must not breach this clause via the Contractor, the Contractor Personnel or any other third party or entity.
- 12.2 The Contractor must keep all Confidential Information confidential and not deal with it or disclose any part of it to any third party in any way that might prejudice its confidentiality.
- 12.3 The Contractor acknowledges that it must not, and agrees that it will not, use the Confidential Information for any purpose other than for the benefit of the Company during or after the duration of this Agreement.
- 12.4 At the termination of this Agreement, or at any time as directed by the Company, all Confidential Information must be returned to the Company, including all copies of the Confidential Information or any extracts or summaries of the Confidential Information that the Contractor makes and any document that the Contractor creates based on the Confidential Information. At this time, the Contractor will also erase and destroy any copies of any file or digital storage file containing or comprising the Confidential Information in the Contractor's possession or under the Contractor's control or that may have been loaded onto a computer possessed or controlled by the Contractor and

allow the Company access to such computer so that they can ensure the Contractor has complied with this clause 12.4, unless the Contractor is required to retain copies at law.

- 12.5 The Confidential Information does not include information which is generally available in the public domain otherwise than as a result of a breach of a clause of this Agreement by the Contractor.
- 12.6 The Contractor agrees that the Company may require the Contractor or any of the Contractor's Personnel, if any, to sign a confidentiality agreement in a form that the Company approves, as a condition of the Company's acceptance of any of the Contractor's Personnel.
- 12.7 The Contractor agrees to indemnify the Company fully against all liabilities, costs and expenses which the Company may incur as a result of any breach of this clause 12 by the Contractor or the Contractor's Personnel or any other third party or entity facilitated by the Contractor or the Contractor's Personnel.
- 12.8 The Contractor acknowledges that damages may be an inadequate remedy for breach of this clause 12 and that the Company may obtain injunctive relief against the Contractor for any breach of this clause 12.
- 12.9 The Contractor's obligations pursuant to this clause 12 and/or with regard to the Confidential Information will continue for the duration of the Agreement.
- 12.10 The obligations accepted by the Contractor under this clause 12 will survive termination or expiry of this Agreement and is an ongoing obligation.
- 12.11 This clause is an essential term of the Agreement.

13 DISCLOSURE AND OWNERSHIP OF INTELLECTUAL PROPERTY

- 13.1 The Contractor must communicate to the Company promptly and fully all discoveries, improvements and inventions made or conceived by the Contractor or the Contractor's Personnel (either solely or jointly with others) in the course of performing the Services which are similar to the actual or anticipated business, work or investigations of the Company or which result from or are suggested by any work performed for the Company, and such inventions, whether or not they contain intellectual property rights capable of protection, shall be and remain the sole and exclusive property of the Company or its nominees.
- 13.2 The Contractor acknowledges that the Company (or its associated entities or persons) owns all Intellectual Property created by the Contractor or the Contractor's Personnel in connection with the Services, that now exists or that later comes into existence.
- 13.3 The Contractor acknowledges that the Company will receive any benefit relating to any Intellectual Property outlined in clauses 13.1 or 13.2.
- 13.4 The Contractor agrees to indemnify the Company fully against all liabilities, costs and expenses which the Company may incur as a result of any breach of this clause 13 by the Contractor or the Contractor's Personnel or any other third party or entity facilitated by the Contractor or the Contractor's Personnel.
- 13.5 The Contractor's obligations pursuant to this clause 13 and/or with regard to Intellectual Property will continue for the duration of the Agreement.
- 13.6 The obligations accepted by the Contractor pursuant to this clause 13 survive termination or expiry of this Agreement and is an ongoing obligation.

14 WORKPLACE HEALTH AND SAFETY

- 14.1 The Contractor acknowledges that the Company is committed to achieving and maintaining the highest practicable standards of workplace health and safety for its employees, agents, contractors, and Clients.
- 14.2 The Contractor also acknowledges and agrees that workplace health and safety is of paramount importance to the Company and its business.
- 14.3 Accordingly, the Contractor agrees to do all things necessary to ensure the health and safety of the Contractor, the Contractor's Personnel and all others whilst at work.

- 14.4 The Contractor further acknowledges and agrees that the WH&S Laws governs workplace health and safety and that it will meet its obligations arising under the WH&S Laws (and any other relevant work health and safety legislation, regulations, codes and alike) by:
- (1) eliminating the risk arising from the completion of work or provision of the Services; or
 - (2) if unable to eliminate the risk, minimising the risks arising; and
 - (3) to take all necessary steps to manage risks by:
 - (a) identifying hazards;
 - (b) assessing the risks associated with the hazards;
 - (c) controlling the risks associated with the hazards; and
 - (d) implementing and reviewing control measures;
 - (4) consulting with the Company at every risk management step outlined above; and
 - (5) familiarising itself with all of the Company's work health and safety policies and procedures and site-specific documents relating to work health and safety, and strictly enforce and adhere to these at all times.
- 14.5 The Contractor further acknowledges and agrees to comply with all relevant work health and safety laws, regulations, codes, guides or alike.
- 14.6 To enable this clause 14 to work effectively, the Contractor agrees to, and agrees to direct the Contractor's Personnel to, obtain requisite workplace health and safety training prior to performing the Services. **This may include being inducted into Green Light's own systems and processes that govern health and safety.**
- 14.7 The Contractor warrants that it will take all reasonable steps to:
- (1) actively manage its workplace health and safety obligations, and will not knowingly do anything that breaches those obligations nor do anything that would cause the Company to breach its own workplace health and safety obligations;
 - (2) not knowingly allow the Contractor's Personnel or other type of worker (if applicable) engaged by the Contractor to perform tasks that exceed that worker's skill level or experience; and
 - (3) actively monitor and enforce that the Contractor's Personnel possess the requisite certificates, licences and qualifications required to perform tasks safely.
- 14.8 The Contractor will have complete management and control over the immediate vicinity in which they are completing the Services. The Contractor agrees that they will take all reasonable steps to discharge their workplace health and safety obligations owed to them and those within the immediate vicinity of the area where Services is being completed by the Contractor.
- 14.9 To the extent available at law, the Contractor agrees to indemnify the Company for any loss it may suffer as a result of a breach of this clause 14.
- 14.10 This clause 14 is an essential term of the Agreement.

15 TERMINATION OF AGREEMENT

Termination by the Company

- 15.1 The Company may terminate this Agreement immediately upon written Notice to the Contractor if:
- (1) the Contractor breaches any obligation under this Agreement which is capable of remedy, and does not remedy that breach to the satisfaction of the Company (in its ultimate discretion) within seven (7) days of receipt of a Notice from the Company specifying the breach and requiring it to be remedied;
 - (2) the Contractor or any of the Contractor's Personnel commits a breach of this Agreement which is incapable of remedy;
 - (3) the Contractor or any of the Contractor's Personnel commits a breach of a term of this Agreement that is expressed as 'essential';
 - (4) the Contractor engages in Serious Misconduct;

- (5) the Contractor does anything that materially damages or is likely to materially damage the brand or reputation of the Company;
 - (6) the Contractor or any of the Contractor's Personnel, if any, commit any act of fraud or dishonesty in relation to this Agreement;
 - (7) an Insolvency Event occurs in relation to the Contractor;
 - (8) the Contractor breaches any of its Independent Contractor's Obligations;
 - (9) either party fails to hold or retain all licences, registration and/or qualifications necessary to carry out their obligations;
 - (10) the Contractor fails to meet the professional requirements relevant to the Contractor's credentials (through any institution) or the professional standards that apply to it;
 - (11) the Contractor fails to inform the Company of a complaint about the provision of the Services within three (3) Business Days after receiving the complaint or fails to cooperate with the Company or fails to respond reasonably to a complaint in either case;
 - (12) the Contractor, because of an incapacity that arises from injury, illness or misadventure, is prevented from performing her obligations under this Agreement for a period of three (3) months or more;
- 15.2 The Company may terminate this Agreement at any time on at least one weeks' written Notice to the Contractor without cause, in which case the Company's sole liability will be to pay the Contractor for all Services provided up to the Termination Date which will be the effective date of termination.

Termination by the Contractor

- 15.3 The Contractor may terminate this Agreement immediately upon written Notice to the Company if:
- (1) the Company commits a material breach of an obligation of this Agreement and does not remedy that breach within four weeks' of receipt of a Notice from the Contractor specifying the breach and requiring the breach to be remedied; or
 - (2) an Insolvency Event occurs in relation to the Company.
- 15.4 The Contractor may terminate this Agreement at any time on at least 3 months' written Notice to the Company without cause, in which case the Contractor's sole entitlement will be to be paid for all Services provided to the satisfaction of the Company, in full, up to the Termination Date which will be the effective date of termination.

16 DISPUTE RESOLUTION

- 16.1 If either party has any difference or dispute in connection with, or arising out of the Agreement, that party must promptly and efficiently provide the other party a Notice of dispute adequately identifying and providing details of the dispute.
- 16.2 Once a Notice of dispute has been provided in accordance with clause 16.1, the parties must convene a 'without prejudice dispute resolution' conference in an attempt to resolve the dispute.
- 16.3 If the 'without prejudice resolution' conference is unsuccessful, the parties are free to litigate the dispute in whatever means they deem appropriate.
- 16.4 In spite of anything else in this Agreement, the Company will not in any event be liable to the Contractor for any claim for disruption, inconvenience, removal/storage of goods, loss of opportunity, revenue, profit or anticipated profit whether arising in contract, negligence or otherwise.
- 16.5 Under no circumstances are the Services to be suspended by the Contractor by reason of a dispute, discrepancy or the Company exercising any of its rights pursuant this Agreement. The Contractor must continue to perform the Contractor's obligations under this Agreement in the event of a dispute, while the dispute is being resolved.
- 16.6 The dispute resolution procedure outlined in this clause 16 will not be used by either party to seek to alter the fee clauses in this Agreement or to re-negotiate this Agreement.

17 LIABILITY

17.1 If the Contractor or if the Contractor's Personnel:

- (1) is negligent in any matter relating to or arising out of this Agreement; or
- (2) defaults in respect of its obligations to the Company under this Agreement; or
- (3) breaches a warranty (express or implied) under this Agreement; or
- (4) breaches its obligations as a contractor,

then the Contractor is liable to the Company (including its directors, servants, contractors, independent contractors and agents) for, and indemnifies the Company (including its directors, servants, contractors, independent contractors and agents) against, any Damage (including Indirect Loss) to the Company, caused, arising out of or in any way connected to the negligence or default.

17.2 During the term of this Agreement, the Contractor must provide the Company with any information that the Company reasonably requires to confirm that the Contractor is complying, and as far as practicable that the Contractor's Personnel are complying, with all applicable obligations contained in this Agreement.

17.3 The Contractor warrants that the Contractor may not incur any liability on behalf of the Company or in any way pledge or purport to pledge the Company's credit or accept any other or make any contract binding upon the Company without prior approval being given by the Company.

18 RESTRAINT ON POST-AGREEMENT ACTIVITIES

18.1 The Contractor acknowledges and agrees that it must not without the written permission of the Company, during this Agreement and for a period of 12 (twelve) months from the Termination Date, and whether on its own account or on behalf of any other person (in any capacity including on its own account or as a member, shareholder, unitholder, director, partner, joint venturer, employee, trustee, beneficiary, principal, agent, adviser, contractor, consultant, manager, associate, representative, financier or in any other way or by any other means):

- (1) canvass or solicit:
 - (a) those services supplied by the Company;
 - (b) the Services the Contractor supplied to the Company pursuant to this Agreement;
 - (c) those goods supplied by the Company;
 - (d) any intellectual property of the Company; or
 - (e) operations the same as or similar to the operations of the Company,
- (2) interfere with or endeavour to entice away from the Company any person who, during term of the Agreement was a Client, supplier, member, employee or contractor of the Company, or to persuade them not to deal with the Company.

from any person(s) with whom the Contractor had contact with because of this Agreement or for the purpose of providing the Services during the last 12 (twelve) months of the Agreement, including but not limited to such Clients; or

18.2 The Contractor further acknowledges and agrees that:

- (1) if a court finds that the restraint period of 12 (twelve) months is unenforceable, the Contractor agrees to a restraint period of 9 (nine) months and, if similarly found unenforceable, the Contractor agrees to a restraint period of 6 (six) months and if, similarly found unenforceable, a restraint period of 3 (three) months;
- (2) each of the above separate provisions operates concurrently and independently;
- (3) each of the above separate provisions are reasonable and necessary to protect the goodwill and legitimate operation interests of the Company;
- (4) a breach of this this clause is likely to cause financial damage to the Company;

- (5) the Company may take any and all lawful steps (including seeking injunctive relief) to protect its goodwill and legitimate business interests; and
- (6) in the event the Contractor breaches any part of this clause it will pay to the Company the costs of its financial damage and all associated costs (including legal costs on an indemnity basis) arising out of and/or related to the breach and/or the enforcement of this restraint provision.

- 18.3 The Contractor acknowledges that the covenants in respect of non-competition contained in this clause are fair and reasonable and that the Company is relying upon this acknowledgement in entering into this agreement.
- 18.4 The Contractor acknowledges that any breach by the Contractor of this clause would cause irreparable harm and significant damage to the Company and accordingly that the Company has the right to seek and obtain immediate injunctive relief in relation to any such breach.
- 18.5 This clause 18 is an essential term of the Agreement during the term of the Agreement.
- 18.6 The Contractor warrants that it is not under any obligation or restriction which would in any way interfere with or conflict with the Contractor providing the Services under this agreement. The Contractor warrants that it will not assume any such obligation or restriction.
- 18.7 The Contractor may engage in any other work and assignments whilst providing the Services under this Agreement, provided that such other work or assignments do not involve a conflict with its duties and responsibilities to the Company and do not bring the Company into disrepute.
- 18.8 The Contractor must not, without the prior written agreement of the Company, provide any services to or for any direct or indirect competitor of the Company the duration of this Agreement.

19 ASSIGNMENT

- 19.1 This Agreement may not be assigned without the prior written consent of the Company.
- 19.2 The Company may assign this Agreement without the prior written consent of the Contractor.

20 SEVERABILITY

- 20.1 This Agreement will, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable:
 - (1) that provision will, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
 - (2) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Agreement will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.

21 JOINT AND SEVERAL LIABILITY

- 21.1 If a party to this Agreement consists of more than one person, or a term is used in this Agreement to refer to more than one party:
 - (1) an obligation of those parties is a joint obligation of all of them and a several obligation of each of them;
 - (2) a right given to those parties is a right given jointly and severally to each of them, and if exercised by one of them, is deemed to be exercised jointly; and
 - (3) a representation, warranty or undertaking made by those parties is made by each of them.

22 NOTICES

Form of Notices

22.1 Notices given under this Agreement must be:

- (1) in writing;
- (2) signed by the party giving the Notice; and
- (3) addressed to the Notice Address of the person to whom it is to be given.

Method and address for giving Notices

22.2 Notices must be either:

- (1) delivered by hand;
- (2) posted by pre-paid mail; or
- (3) transmitted by facsimile or email;

to the Notice Address of the person receiving the Notice.

Time of receipt

22.3 A Notice given to a person in accordance with this Agreement is deemed to have been given and received if:

- (1) delivered, on the day of delivery if delivered before 5:00pm on a Business Day, otherwise on the next Business Day;
- (2) posted by pre-paid security mail, on the second day after the day on which the Notice was accepted by the post office from the party sending the Notice; or
- (3) transmitted by facsimile or electronic mail:
 - (a) the transmission report or delivery receipt (if any) states that it was sent in full and without error; and
 - (b) no objection is received from the recipient;
- (4) on the day of transmission if that report or delivery receipt (if any) states that the transmission was completed before 5:00pm on a Business Day, otherwise on the next Business Day.

23 WAIVER

23.1 The failure of a party to require full or partial performance of a provision of this Agreement does not affect the right of that party to require performance subsequently.

23.2 A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

23.3 A right under this Agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver.

23.4 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

24 VARIATION OR AMENDMENT

24.1 No variation of this Agreement nor consent to a departure by a party from a provision, will be of effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation or consent will be effective only to the extent to or for which it may be made or given.

25 ENTIRE AGREEMENT

25.1 This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

25.2 To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion has no effect except to the extent expressly set out or incorporated by reference in this Agreement.

25.3 If either party finds any discrepancy or ambiguity in this Agreement that party must notify the other party in writing. The parties agree to consult with each other in an attempt to resolve the discrepancy or ambiguity.

26 COUNTERPARTS

26.1 This Agreement may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument. This Agreement may also be executed by an exchange of facsimile or electronic transmissions of signed counterparts of this Agreement.

27 GOVERNING LAW

27.1 This Agreement is governed by and construed in accordance with the laws of Queensland and the Commonwealth of Australia.

27.2 Actions, suits or proceedings relating in any way to this Agreement or documents or dealings contemplated by it, must be instituted, heard and determined in a court of competent jurisdiction in Queensland.

27.3 Each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

27.4 A party may, by Notice, appoint another person at a specified address in Queensland to receive service of process in connection with proceedings and process served on that person is taken to be served on the party making the appointment.

28 NO MERGER

28.1 Each obligation, which expressly survives or is capable of surviving the end of the dealings contemplated by this Agreement, continues in force despite the termination or completion of this Agreement or the transactions contemplated by it.

29 FORCE MAJEURE

29.1 The Company will not have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this agreement which result from circumstances beyond the reasonable control of the Company. The Company will promptly notify the Contractor in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, the Contractor may terminate this Agreement by written notice.

29.2 The Contractor may be liable under or be deemed to be in breach of this Agreement for delays or failures in performance of this agreement which result from circumstances beyond the reasonable control of the Contractor. The Contractor must promptly notify the Company in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, the Company may terminate this Agreement by written notice.

30 ANNOUNCEMENTS

30.1 Subject to paragraph 30.1, the Contractor is prohibited from issuing or making any public announcement or disclose any information regarding this Agreement unless approved by the Company.

Neither the Company nor the Contractor are prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange, however they must promptly notify the other party prior to any such announcement being made.

SIGNED AS AN AGREEMENT

Executed by Green Light Creative Pty Ltd ACN 602 146 010 (**Company**)
in accordance with s 127 of the *Corporations Act 2001* (Cth) by its authorised officers:

Signed _____
Fiona Clark
Name _____
Sole Director
Date ____/____/____

Executed by:
[Insert contractor's full name] [if they are a business, ensure this is stated exactly as it appears on [ABN SEARCH](#)] ABN [insert ABN number]

(Contractor)

Signed _____	Witness _____
Name _____	Witness Name _____
	Witness address _____

Date ____/____/____	Date ____/____/____

SCHEDULE 1

1 SERVICES

1.1 The Services will include:

- (a) [Description of the Services];
- (b) [Description of the Services];
- (c) [Description of the Services];
- (d) [Description of the Services].

(the **Services**)

1.2 The **Services** will be provided in the following manner:

- (a) to a standard deemed appropriate by the Company;
- (b) within the timeframes required by the Company.