

PMA MODELS PTY LTD—CONTRACTOR OFFER LETTER



We are pleased to engage you (“the Contractor”) to provide services to PMA Models Pty Ltd A.C.N. 137 597 829 (“the Company”) on the terms set out in this agreement.

Purpose of this agreement

1. (a) The Company is a modelling and promotional talent agency (“the Business”).
- (b) The Company provides work opportunities to the Contractor (“Appointments”) which the Contractor shall reasonably accept and undertake to the best of their ability.
- (c) The Company has engaged the Contractor to provide, and the Contractor agrees to provide promotional and/or modelling services to the Company.

Services

2. The Contractor will provide promotional and/or modelling services as required by the Company as required from time to time and by individual appointment.

The services provided by the Contractor will include, but may not be limited to the provision of modelling and promotional services pursuant to an Appointment brief at:

- (a) Promotional Events;
- (b) Advertising photo or film shoots;
- (c) Corporate Events;
- (e) Social Events;
- (d) Sporting Events.

(Together the “Services”).

Engagement

3. The Contractor will start providing the Services from the date that we receive an approved copy. The Contractor's engagement and this agreement may be terminated in accordance with clause 8 below.

The Contractor's obligations

4. (a) The Contractor will complete the tasks specified by the Company from time to time within the time frames and to the standard specified by the Company.
- (b) The Contractor must ensure that the provision of services to or for any other person or entity by the Contractor does not interfere with the provision of the Services to the Company in the manner required by this agreement.
- (c) The Contractor must comply with the PMA Talent Conduct Code which is annexed to this Agreement and may be amended by the Company from time to time in line with industry standards, health & safety regulations or development of systems and procedures by the Company.
- (d) The Contractor must not consume alcohol or drugs during any appointment or within at least 12 hours before any appointment.
- (e) As a promotional model, the Contractor must ensure their appearance is impeccable and complies with the requirements of the Appointment. The Contractor must arrive at all Appointments with make-up to a high standard, hair out and neat and tanned complexion with all facial piercings removed or replaced with a clear stud, dressed in a professional manner or wearing the Company top in clean and tidy condition.

- (f) The Contractor must not use a personal mobile telephone during an Appointment unless in the case of emergency.
- (g) The Contractor must present at any Appointment in accordance with the brief provided by the Company and agreed from time to time and always have a positive, enthusiastic, smiling, and friendly manner.
- (h) The Contractor must be prompt to all Appointments and are recommended to arrive at least fifteen (15) minutes before commencement.
- (i) The Contractor must always communicate with sufficient detail in person or by telephone with the Company in the case of illness or emergency. Email or text messages are not acceptable forms of communication with the Company. The Contractor agrees that if they are late to an Appointment by ten (10) minutes or more, the Contractor shall not receive payment for the period of non-attendance and shall incur an administration fee of \$25.00 deducted from payment for the Appointment.
- (j) The Contractor agrees to the Company reporting the Contractor to relevant industry reporting services in the event of unreasonable cancellation or non-attendance.
- (k) The Contractor must notify the Company, if the Contractor intends to provide any services to or for any person or entity who or which has an interest which is directly or indirectly in competition with the Business.
- (l) The Contractor must hold, or apply for, and maintain an Australian Business Number registered with the Australian Taxation Office which must be clearly displayed on all invoices issued by the Contractor.

Fee

5. The Company will pay the Contractor at the rates agreed with the Contractor pursuant to a brief for an Appointment at hourly rates (the "Fee"). The Fee is exclusive of GST.

The Contractor will comply with the invoicing policy which the Company may reasonably change from time to time. At the date of this Agreement, the Company issues recipient created tax invoices pursuant to clause 22 below. If the Contractor is not registered for GST, the Company may create the Contractor's invoice that complies with the Company payment system as agent after the Contractor logs all Appointments.

The Contractor agrees that payment of the Fee constitutes full payment for the provision of the Services.

Expenses

6. The Contractor will provide the Services at its own cost, and unless expressly authorised by the Company, will not be entitled to be reimbursed for any out of pocket expenses incurred by the Contractor in connection with the provision of the Services and will be solely responsible for and solely bear:
- (a) the payment to the Contractor's own remuneration and benefits including salaries and wages, annual leave, sick leave, superannuation, long service leave and all other benefits to which they may be entitled under any contract of service or contract for service with the Contractor or under any award, industrial instrument, statute or common law;
 - (b) the payment of all taxes and duties in respect of such remuneration and benefits; and
 - (c) compliance with, and costs of compliance with, all other statutory or other legal or contractual requirements with respect to the Contractor's engagement under this agreement.

Nature of relationship

7. (a) The Contractor is engaged by the Company as an independent contractor and nothing in this agreement constitutes the Contractor as an agent, employee, director or partner of the Company.
- (b) The Contractor has no authority to incur, and will not incur, any obligation on behalf of the Company except with the prior written approval of the Company.
- (c) Subject to the terms of this agreement and any Appointment, the parties acknowledge that the Contractor is solely responsible for controlling the manner in which the Contractor provides the Services.

Termination with notice

8. (a) The Contractor or the Company may terminate the engagement of the Contractor and this agreement at any time for any reason by giving the other party 3 weeks' notice in writing.
- (b) Notwithstanding clause 8(a), the Company may terminate this agreement at any time without notice if the Contractor engages in a serious or material breach of this agreement.
- (c) On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipments, tools, documents, plans, recordings, software, and all related records.
- (d) The Contractor shall not, during the Agreement and for a period of two years immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit or take away, any of the customers or clients of the Company on whom the Contractor called or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organisation.

Insurance

9. (a) Before providing the Services, the Contractor must take out and maintain public liability insurance, professional indemnity insurance and workers' compensation insurance and/or personal accident/salary continuance insurance.
- (b) Each policy must be maintained during this agreement and, if requested by the Company, the Contractor must provide the Company with a certificate of currency.
- (c) If the Contractor does not take out insurance or fails to maintain insurance required by this clause, then the indemnity in clause 20 below shall apply to any loss or damage caused by the Contractor or the Company if any occurrence normally the subject of such insurances causes damage or loss to any party.

Goods and services tax

10. (a) Unless stated otherwise and subject to this clause, any amount required to be paid or consideration required to be provided under any other provision of this agreement, is calculated to be exclusive of GST.
- (b) If GST is payable in relation to a supply made by the Contractor to the Company under this agreement then subject to subclause (a) above the Company will pay to the Contractor, an additional amount equal to the GST payable on that supply.
- (c) The Contractor may not recover the additional amount under subclause (b) above unless and until a valid tax invoice for the supply to which that additional amount relates is issued and delivered to the Company.
- (d) If any amount to be paid by the Company to the Contractor is calculated by reference to an amount, cost or expense incurred by the Contractor, the amount which the Company is required to pay the Contractor will be reduced by the amount of any input tax credit to which the Contractor is entitled in respect of that amount, cost or expense.
- (e) The Contractor indemnifies the Company in respect of any tax deductions or liability that the Australian Commissioner of Taxation may seek to recover from the Company in respect of all and any Fees which the Company pays to the Contractor under this agreement.

Confidentiality

11. (a) For the purpose of this agreement, "Confidential Information" means all information concerning:
 - (i) Details of all clients and customers of the Company;
 - (ii) the Company's trade secrets;
 - (iii) other information designated as confidential by the Company,Which the Contractor receives, becomes aware of, develops, creates or generates in the course of or incidental to the operation of this agreement.
- (b) The Contractor agrees and warrants:

- (i) subject to subclause (c) below, it will not, either during the operation of this agreement or at any time thereafter use or disclose to any person or entity any of the Confidential Information;
 - (ii) it will hold the Confidential Information in trust and confidence; and
 - (iii) it will use its best endeavours to prevent the unauthorised use or disclosure of any of the Confidential Information by third parties.
- (c) The obligations in subclause (b) above do not apply to any Confidential Information which:
- (i) is in the public domain other than due to a breach of an obligation of confidence under this agreement; and
 - (ii) the Contractor is required by law to disclose, although the Contractor must notify the Company immediately upon becoming aware that it will be required to disclose any Confidential Information in accordance with this clause.
- (d) The Contractor must take all reasonable precautions to prevent any unauthorised disclosure of Confidential Information, including the following precautions:
- (i) the Contractor must at all times store all Confidential Information safely and securely;
 - (ii) the Contractor must immediately notify the Company in writing of any actual, threatened or suspected unauthorised disclosure of any Confidential Information; and
 - (iii) the Contractor must take all reasonable measures to minimise any unauthorised dissemination of any Confidential Information which is in any way related to or resulting from an act or failure to act by the Contractor.

Intellectual property

12. (a) The Contractor will:
- (i) immediately inform the Company of any matter which may come to its notice during the operation of this agreement which may be of interest or importance or use to the Company; and
 - (ii) immediately communicate to the Company any proposals or suggestions occurring to it during the operation of this agreement which may be of service for the business of the Company.
- (b) Any discovery, design, invention, idea, concept, technique, secret process or improvement in procedure conceived, made, developed or discovered by the Contractor in the course of providing services under this agreement (whether alone or with any other person) which is capable of being used or adapted for use in connection with the activities of the Company (the Inventions) must immediately be disclosed to the Company, whether or not the Inventions are capable of being protected by copyright, letters patent, registered design or other protection.
- (c) All Inventions will be part of the Confidential Information, and the Contractor assigns or, to the extent necessary, will assign its entire right, title and interest in and to the Inventions (and any intellectual property protection obtained in respect of the Inventions) to the Company as the Company may nominate for the purpose.
- (d) The Contractor will at the expense of the Company execute all documents and do and execute all such further acts, matters and things as may be necessary or reasonable to:
- (i) register or otherwise protect the Inventions; and
 - (ii) perfect the assignment required by this clause.
- (e) Whenever required to do so, and at the expense of the Company, the Contractor will apply or join in applying for letters patent or any other intellectual property protection reasonably determined by the Company in Australia or in any other part of the world for any Invention conceived, made, developed or discovered by the Contractor in the course of providing services under this agreement. The Contractor will execute all instruments and do all things necessary to apply for such protection and to assign the benefit of that protection to the Company or its nominee.
- (f) This clause shall apply to any Services performed by the Contractor for the Company prior to entering into this Agreement, as if this Agreement was in place at the relevant time.

No waiver

7. Failure or omission by the Company at any time to enforce or require strict or timely compliance with any provision of this agreement will not affect or impair that provision, or the right of the Company to avail itself of the remedies it may have in respect of any breach of a provision, in any way.

Severability

8. Any provision of this agreement which is or becomes illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate the remaining provisions.

Variation

9. This agreement may not be changed or modified in any way after it has been agreed by or on behalf of all the parties.

Governing law

10. This agreement is governed by, takes effect and will be construed in accordance with the laws of Australian Government, and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Australia and courts entitled to hear appeals therefrom.

Entire agreement

11. This agreement constitutes the entire agreement between the parties concerning the matters dealt with pursuant to this agreement. For the avoidance of doubt, this agreement supersedes all provisions, covenants, agreements, warranties, representations, negotiations and understandings with respect to the matters dealt with in this agreement.

Title to Copyright and Intellectual Property

12. The Company and the Contractor agree and acknowledge that all copyright in any advertisements, including the right of reproduction wholly or in part, belongs to the Company absolutely. The Company with the consent of the relevant advertiser has the exclusive right to reproduce and authorise reproductions of the advertisements for non-commercial purposes in any manner which to them or either of them seems fit whether in Australia or elsewhere in the world without further payment to the company.

Indemnity

13. The Contractor shall defend, indemnify, hold harmless and insure the Company from any and all damages expenses or liability, resulting from or arising out of any negligence or misconduct on the Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of the Contractor. The Contractor shall insure that its employees (if any) and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement.

Survival

14. If this agreement is terminated for any reason such termination will not affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any provision of this agreement (in so far as it imposes obligations on the Contractor) which is expressly or by implication intended to come into force or continue on or after the termination.

Recipient Created Tax Invoices

15. This agreement is made pursuant to section 29-70(3) of *A New Tax System (Goods and Services Tax) Act 1999* and *A New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No. 1) 2000* ("the Determination"). The Contractor and Recipient agree to the following terms and conditions for the generation of Recipient Created Tax Invoices (RCTI), by Company:
 - (a) Company can issue recipient created tax invoices in respect of the supplies and services where appropriate;

- (b) The Contractor shall not issue tax invoices in respect of the supplies that Company has generated a RCTI;
- (c) The Contractor and Company acknowledge that they are registered for GST at the time of entering into this agreement and that each party will notify the other party immediately when it ceases to be registered;
- (d) The Contractor acknowledges that it is required to be registered for GST if over the \$75,000 per year GST turnover threshold. As such, GST may apply to the supplies and/or services made to Company;
- (e) Company shall not issue a document that would otherwise be a RCTI, on or after the date when the Contractor or Company has failed to comply with any of the requirements of the Determination; and
- (f) Company indemnifies the contractor for any liability for GST and penalty that may arise from an understatement of the GST payable, as a result of a Company error on any supply for which it issues a RCTI.

The Contractor having read and understood the terms and conditions above accepts the engagement by clicking "Agree".