

This Contract is made between iStaffSource Philippines (“iStaffSource”) and any entity which accepts the scope, terms and conditions of the Contract in accordance with Clause 24 (‘The Client’).

DESCRIPTION:

A. iStaffSource is in the business of providing its clients with staff outsourcing services, including the placement of overseas and online contractors.

B. The Client has asked, or is considering asking, iStaffSource to offer its services to The Client for the placement of contractors.

C. iStaffSource will provide the Services to The Client on the terms and conditions of this Contract.

IT IS AGREED as follows:

1. DEFINITIONS

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

2. DAY TO DAY OPERATION OF THIS AGREEMENT

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

3. DURATION

3.1 This Contract will commence on the Commencement Date and will continue for a period of 1 year ("Initial Term") or until terminated in accordance with clause 12.

3.2 Upon expiry of the Initial Term and on each anniversary of the expiry of the Initial Term, this Contract will automatically be for a one (1) year ("Renewal Term") unless terminated with clause 12.

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

4. PAYMENT

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

5. LIABILITY

5.1 iStaffSource 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 iStaffSource Service Provider. The Client takes full responsibility for the final decision for each Request for Service and each iStaffSource Service Provider, The Client selects to provide Services to The Client.

5.2 iStaffSource 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 iStaffSource of iStaffSource Service Providers to The Client (or any delay in such introduction);
- b) the failure of any iStaffSource Service Provider or Service Provider to accept an offer of an Assignment; or
- c) the performance of any iStaffSource Service Provider who accepts an Assignment with The Client.

6. THE CLIENT'S INDEMNITY

6.1 The Client fully indemnifies and keeps indemnified iStaffSource in respect of all losses, liabilities, costs or claims arising from or related to:

- a) any and all actions or omissions of any iStaffSource Service Provider arising from or related to the performance or failure to perform his or her obligations during an Assignment with The Client;
- b) any failure or alleged failure by a iStaffSource Service Provider to duly perform his or her obligations;
- c) personal injury or death of a iStaffSource Service Provider arising from or related to the performance by that iStaffSource Service Provider of his or her obligations, and only to the extent that the losses, liabilities, costs or claims arise out of circumstances where iStaffSource had no direct operational control over the iStaffSource Service Provider ; and

d) any damage to any property arising from or related to the performance or failure to perform his or her obligations by a iStaffSource Service Provider.

6.2 The Client fully indemnifies and keeps indemnified Remote Staff in respect of any claims by a iStaffSource Service Provider arising from the termination of the iStaffSource Service Provider Assignment by The Client.

7. RESTRICTION ON DIRECT HIRING OF SERVICE PROVIDERS

7.1 If you or a related body corporate make an offer of permanent employment or further projects or different assignments to a iStaffSource Service Provider who is performing an assignment for You (or who has performed an assignment for you during the previous twelve (12) months) which is accepted by that iStaffSource Service Provider, You must pay to iStaffSource \$5,000.00 plus applicable taxes, which amount may be amended from time to time in writing.

7.2 Upon termination of this agreement, you cannot make an offer of contract , permanent employment , further projects or different assignments to a iStaffSource Service Provider who is performing an assignment for you (or who has performed an assignment for you during the previous twelve (12) months) until after 12 months following the termination of this agreement.

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

8. INTELLECTUAL PROPERTY

8.1 Each party acknowledges and agrees that, except for the rights expressly provided for in this Contract and to the extent so provided, neither party shall acquire any rights, title or interest in or to any pre-existing Intellectual Property Rights of the other party including without limitation any tools and any methodologies used by the parties in the performance of this Contract.

8.2 The Client will not use, directly or indirectly, in whole or part, any iStaffSource Intellectual Property Rights without iStaffSource's prior written consent.

8.3 The parties acknowledge that, during the provision of the Services by iStaffSource to The Client, Intellectual Property Rights may be created by iStaffSource, iStaffSource contractors and/or iStaffSource's Service

Providers. All Intellectual Property Rights in the Services created during the Contract by iStaffSource will remain the property of iStaffSource. All Intellectual Property Rights created by a iStaffSource Service Provider or iStaffSource Contractor will become The Client's property.

9. PRIVACY

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

10. CONFIDENTIAL INFORMATION

10.1 Subject to Clause 10.2, the Parties may disclose any Confidential Information where disclosure is required by law or by any notice, order or regulation of any regulatory authority (a 'Disclosure Obligation').

10.2 When a Disclosure Obligation occurs:

a) The Party that is subject to the Disclosure Obligation must inform the other party in writing of any disclosure required by a Disclosure Obligation before or, if this is not practical, as soon as the disclosure is made.

b) The Party that is subject to the Disclosure Obligation must use reasonable 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 at the date of this Contract:

- a)** it has full corporate power to execute, deliver and perform its obligations under this Contract and each Request for Services issued by iStaffSource 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 iStaffSource 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 30 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 charge enforces a security held in respect of the whole or substantially the whole of the other party's assets undertaking or business;
- d)** any scheme of arrangement between the other party and its creditors is entered into; or

e) the other party becomes insolvent or is otherwise unable to pay its debts as and when they become due.

12.2 The parties agree that The Client may during the first three (3) months of the Term of this Contract terminate this Contract on not less than 24 hours prior written notice but after the first three (3) months of this Contract The Client must give iStaffSource not less than fourteen (14) Days prior written notice of the termination of this Contract.

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

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

12.5 Upon termination The Client will return to iStaffSource all iStaffSource's Confidential Information, copies of iStaffSource's Intellectual Property Rights and any other property iStaffSource has provided to The Client during the Contract.

13. DISPUTE RESOLUTION

13.1 Any disputes between iStaffSource 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 iStaffSource's senior management.

13.2 Any conflict that arises in accordance with clause 13.1 which cannot be resolved must be notified to iStaffSource's senior management in writing immediately by serving a Dispute Notice.

13.3 If a dispute arises in accordance with Clauses 13.1 and the parties cannot resolve that dispute within seven (7) days, the parties must attend mediation administered by the Australian Commercial Disputes Centre ("ACDC") before having recourse to arbitration or litigation.

13.4 In the event that the dispute has not settled within 28 Business Days or such other period as agreed to in writing between the parties after the appointment of a mediator, the dispute is to be submitted to arbitration (administered by ACDC) and conducted in accordance with ACDC's Arbitration Guidelines which are deemed incorporated.

14. NOTICE

Any notice or notification to be given to one party by the other under this Contract must be in legible writing, in English and served upon the other party in accordance with any of the accepted methods of service set out within the Service of Notice rules of the State of Victoria, Australia.

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 iStaffSource 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 iStaffSource which may not be unreasonably withheld.

17. COUNTERPARTS

This Contract may be executed in any number of counterparts and all counterparts taken together constitute one instrument, but this Contract is of no force or effect until the signed counterparts are exchanged.

18. ENTIRE CONTRACT

Subject to Clause 1, this Contract constitutes the entire Contract of the parties about its subject matter and supersedes any previous understandings or Contract s on that subject matter. Each party acknowledges that in entering into this Contract, that it:

a) Has not relied on any statement made or conduct engaged in by another party or any person on behalf of another party other than the statements set out in this Contract;

b) Was not influenced or induced to enter into this Contract by any statement or conduct.

19. FURTHER ASSURANCES

Each party will promptly at the request of another party execute and deliver such further documents and do such further acts as shall be reasonably necessary to give full effect to this Contract and the transactions and conditions contemplated in this Contract

20. WAIVER

A waiver by a party of a provision of or a right under this Contract or of any right of election arising from a breach of this Contract must be in writing and signed by the authorized officer of the party granting the waiver.

21. AMMENDMENTS

This contract and the schedule may be altered. Any alteration will be posted on the client section of the www.istaffsource.com website.

22. GOVERNING LAW

This Contract will be governed and construed pursuant to the laws of Victoria, Australia and the parties agree to submit to the jurisdiction of the courts of Victoria, Australia in connection with any dispute relating to this Contract.

23. FORCE MAJEURE

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

24. EXECUTION

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

SCHEDULE 2 - FEE STRUCTURE

Recruitment Fee

The Recruitment Fee is applicable for Custom Recruitment Orders. No Recruitment fee is payable for Pre Approved Candidates.

Recruitment fees start from US\$200.00 excluding applicable taxes. The amount of the fee will depend on the nature and difficulty in the selection of the final candidate procurement.

Monthly Fees

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

Staff Rate Increase

You have the option to increase your staff's rate at any point of the contract though commonly undertaken after the first 6 months or annually based on merit or performance.

Overtime Work

Overtime worked by your iStaffSource Service Provider is charged at the agreed fixed hourly rate. There is no extra fee above the agreed hourly rate when staff work in excess of the agreed hours or take holidays. Overtime work for a full time person is defined as any hours worked above 8 hours not including the 1 hour lunch break on a 9-hour full time shift. Overtime work for a part time person is defined as any hours worked above the 4 hours of the shift.

Phone Charges

The Client is responsible for the payment of their own telephone charges and fees. iStaffSource encourages its clients to use Skype business telephone plans. We can help clients set up Skype accounts on request.

Absences

If an iStaffSource Service Provider is absent or not logged into the system for an hour (60 minutes) or more, a credit note equal to the hourly rate will be

issued to The Client for these corresponding hours. The credit note will be reflected on The Client's next month's invoice.

Performance Evaluation

Every 6 months a Performance evaluation will be conducted on The Client's Service Provider. This evaluation review is to ensure that the iStaffSource Service Provider is still handling the original role he/she is contracted for and as a salary appraisal for his/her outstanding performance. It is generally after this evaluation that a salary adjustment is processed.

Public Holidays

All official Philippines Holidays will be followed by the iStaffSource Service Provider unless requested otherwise by the client. Also some local National holidays will be given if requested by the iStaffSource Service Providers.

Exchange Rates

iStaffSource pays all off shore iStaffSource Service Providers in their local currency and we currently use:

USD\$1 = PHP40, AUD\$1 = PHP41, GBP1 = PHP67, EUR1 = PHP54. If the exchange rate falls below the iStaffSource fixed rates we will adjust the Fees with the fluctuation and pass it on to The Client. Rates Effective: April 1, 2012

Account Payment

iStaffSource requires payment for its services by direct bank transfer on the first working day of the month. In addition, iStaffSource requires The Client to operate a valid Paypal account with a direct debit arrangement in favor of iStaffSource as further security. The Client's Paypal account will only be charged if the iStaffSource monthly Invoices are not received by iStaffSource within 5 business days. Credit card facilities are not currently offered as a payment medium.

SCHEDULE 3 – DEFINITIONS AND INTERPRETATION

Definitions

In this Contract, and within the terms and conditions of iStaffSource's website at www.istaffsource.com, or unless the context requires another meaning:

"Assignment" means a temporary placement with The Client for an iStaffSource Service Provider of not more than twelve (12) months.

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

- The Client's identity;
- The start date of the Assignment;
- The services to be provided during the Assignment by the iStaffSource Service Provider;
- The rate of payment for the services;
- The duration of the Assignment;
- The location of the Assignment.

"Business Day" means a day on which banks are open for business in the Philippines.

"Commencement Date" means the date this Contract is signed by The Client.

"Confidential Information" means any proprietary information or material belonging to a party, including, without limitation, all data and information relating to a party and their respective operations, facilities, personnel, assets, products, sales and transactions whether or not such information is provided to a party to this Contract before or after the Commencement Date.

"Contract" means this Contract and its schedules as amended from time to time in writing by the parties.

"Fees" means the fees specified in Schedule 1 and 2.

"Taxes" means services tax, consumption tax, value-added tax, retail turnover tax or a tax of a similar nature. (Taxes may not be applicable to companies outside the Philippines)

"Intellectual Property Rights" means all rights whether registered, unregistered or capable of being registered in any patent, trademark, trade name, business name, brand name, company name, copyright, registered design or other design right or circuit layout right or any applications for or rights to obtain or acquire any such rights including moral rights.

“Moral Rights” means rights and integrity, rights of attribution and other rights of an analogous nature which may now exist or may exist in the future in respect of licensed property under the Copyright Act of the Philippines or under the law of any country other than the Philippines.

“Personal Information” means any information about an individual that identifies that individual, or by which that individual’s identity can be reasonably determined and any further information can be considered personal by the Privacy Legislation.

“Primary Payment” means any payment by iStaffSource to The Client of any fees or any amount payable by The Client to iStaffSource under this Contract.

“Privacy Legislation” means the Privacy Legislation applicable to the Philippines.

“iStaffSource” means iStaffSource Philippines Inc.

“iStaffSource Clients” means businesses and organisations who retain the Services of iStaffSource to provide the Services on similar terms to this Contract including The Client.

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

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

“Request for Services” means the request sent by The Client to iStaffSource from time to time in accordance with the client’s acknowledgement request found on the iStaffSource website.

“iStaffSource Website” refers to the websites iStaffSource has online. These include www.istaffsource.com, and www.istaffsearch.com.

“Services” means the services to be provided to The Client by iStaffSource specified in each Request for Services issued by The Client to iStaffSource under this Contract.

“Invoice” means an invoice in the format required by the law and which also shows the amount of the tax payable by The Client in respect of the relevant Primary Payment.

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

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

Interpretation

In this Contract, unless otherwise indicated by the context:

1. Words importing the singular include the plural and vice versa;
2. Headings are for convenience only and do not affect interpretation of this Contract;
3. A reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Contract;
4. 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;
5. An expression importing a natural person includes a body corporate, partnership, joint venture or association;
6. A reference to a statute or regulation includes all amendments, consolidations or replacements thereof;
7. A reference to a party to a document includes that party’s successors and permitted assigns;
8. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract;
9. A covenant or agreement on the part of two or more persons binds them severally; and
10. A reference to a body, whether statutory or not;
 1. which ceases to exist; or
 2. 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.