

Simon Berry

From: Dhawal Parekh [parekh.dhawa [REDACTED]]
Sent: Wednesday, 11 November 2015 12:06 PM
To: Simon Berry
Subject: Fwd: Re: Contract
Attachments: Dhawal Parekh_Canberra_Contract.pdf; Dhawal Parekh_Paxus.pdf; Dhawal_Parekh_Induction.pdf

----- Forwarded message -----

From: "Dhawal Parekh" <parekh.dhawa [REDACTED]>
Date: 4 May 2012 3:42 pm
Subject: Re: Contract
To: "Balu Moothedath" <moothedath [REDACTED]>
Cc:

Hi Balu,

Please find attach the separate files for Canberra, Paxus and Inductions for your convenience.

Rgds,
Dhawal

On Fri, May 4, 2012 at 2:46 PM, Dhawal Parekh <parekh.dhawa [REDACTED]> wrote:
Hi Balu,

As discussed, please find attached both contracts and induction pack duly signed. Also, I have attached the passport copy for the reference.

Thanks,
Dhawal

On Fri, May 4, 2012 at 11:18 AM, Balu Moothedath <moothedath [REDACTED]> wrote:
Hi Dhawal,

Please sign and return along with your Passport copy and Induction pack(signed) which I had sent in the earlier mail.

Regards,

--
Dhawal Parekh
MBA (AGSM'11, Kellogg'11)
B.E (Electronics & Telecommunications)
[REDACTED]

--
Dhawal Parekh

NSW ICAC EXHIBIT

MBA (AGSM 11, Kellogg 11)
B.F. (Electronics & Telecommunications)





Canberra Solutions Pty Ltd

www.canb.com.au

CONTRACTOR AGREEMENT

Between: **Canberra Solutions Pty Ltd ("Canberra Solutions")**
ABN [REDACTED]

and **Dhawal Parekh ("Contractor")**

to be known jointly as the **PARTIES**:

Date of Commencement: 7th May 2012 for a period of Six(6) months until 6th November 2012.

Objective: Services.

Canberra Solutions wishes to engage The Contractor to provide services to its clients in accordance with the terms and conditions of this agreement.

1. Definitions and Interpretations

1.1. In this Agreement, unless the context otherwise indicates:

- (1) **Agreement** means this contracting agreement.
- (2) **Client** means the customer of Canberra Solutions to whom the contractor is to provide the professional services as agreed from time to time.
- (3) **Commencement Date** means the date of this Agreement.
- (4) **Fees** mean those benefits to be charged to The Contractor by Canberra Solutions for the delivery of the professional services.
- (5) **Contractor** means the party or person provided by Canberra Solutions to provide the services to the Client.
- (6) **Services** mean the professional services to be provided, and agreed to in writing by the Parties or their representatives from time to time.

- (7) Term means the period of operation of this Agreement from the Commencement date until the date of termination.

1.2 This Agreement is to be governed by the law of New South Wales.

2. Term

2.1 Canberra Solutions engages the Contractor to provide the Services of this Agreement from the Date of Commencement until Termination in accordance with Clause 8.

3. Provision of Services

3.1 The Contractor shall ensure he is available to perform the services as specified and requested by Canberra Solutions or the Client from time to time, or otherwise notify Canberra Solutions at the earliest possible time of their unavailability.

3.2 The Contractor shall ensure he performs the services to the best of their skill and ability.

3.3 The Contractor shall not subcontract any of the services unless this is notified to Canberra Solutions and approval to do so is provided to the Contractor by Canberra Solutions in writing.

3.4 Nothing in this agreement will give rise to any obligation by Canberra Solutions to utilise the services of the Contractor for any minimum duration or minimum level of utilisation during the contract period unless specified in the Schedule of Fees.

3.5 The Contractor acknowledges that during the provision of Services, he may not simultaneously engage in other similar business activities that will adversely affect timely provision of the services to Canberra Solutions' client.

4. Relationship and Obligation to Notify of Disputes

4.1 Canberra Solutions will be responsible for ensuring the adequacy of any Workers' Compensation for the Contractor.

The Contractor shall be responsible for the payment of any PAYE tax, fringe benefits tax, payroll tax, Superannuation and other statutory charges. None of these amounts shall be recoverable from Canberra Solutions.

4.2 Nothing in this Agreement is intended to create a partnership as between the Contractor and Canberra Solutions. Both Parties acknowledge that they have no authority to bind the other without that Party's specific written consent.

4.3 This Agreement shall not constitute the relationship of employee and employer between the Contractor and Canberra Solutions. The parties acknowledge that the Contractor enters into this Agreement as an independent contractor and retains the ultimate responsibility for the management and direction in relation to the provision of the Services.

4.4 In the event of any dispute between the Contractor and the client regarding the quantum or quality of services delivered by the Contractor, then Canberra Solutions must be notified in writing by the Contractor immediately of the details of such dispute. This notification may be in the form of e-mail.

5. Indemnity and Insurances:

- 5.1 The Contractor agrees to indemnify Canberra Solutions for any loss, liability or damages resulting from any act, errors, omissions or default by the Contractor in the provision of the services under the terms and conditions of this agreement.

6. Fees, Terms of Payment

- 6.1 The fees will be as agreed in writing from time to time, or in the absence of such, based on the initial schedule of fees as per Appendix A of this Agreement.
- 6.6 Fees will be invoiced monthly.
- 6.7 Terms of payment will be as agreed to in writing from time to time by the parties, or in the absence of such, based on 5 days from the date of payment by the client to Canberra Solutions. Both Parties will ensure signed timesheets and invoices are presented promptly where applicable.

7. Business Conduct

- 7.1 The Contractor will ensure that he complies with any reasonable guidelines for business conduct provided by Canberra Solutions to the client in relation to discrimination, equal opportunity, sexual harassment, or smoking.
- 7.2 Nothing in this agreement entitles either party to bind or make any public statement concerning the business or affairs of the other, its employees, agents or contractors without first obtaining written permission from that party.
- 7.3 Both parties agree not to enter any conflicting contractual arrangements that restrain the operation of this Agreement. Should either party do so and only become aware after the event, they must immediately notify the other party in writing of the nature of the conflict.

8. Termination

- 8.1 Either party may terminate this Agreement at any time with at least four weeks written notice to the other party.
- 8.2 Without limiting the extent of Clause 8.1, either Party may immediately terminate this Agreement without any requirement for notice if either Party;
- (a) goes into liquidation or passes a resolution to be wound up or dissolved;
 - (b) enters into a scheme of arrangement with its creditors
 - (c) has a receiver or manager appointed
 - (d) is charged with any criminal offence or breach of the Trade Practices Law which may bring the other party into serious disrepute
 - (e) is guilty of a breach of the terms of this Agreement and fails to rectify that breach after having been given notice in writing of the nature of the breach, and failed to rectify the breach within one month following the notice.
- 8.3 In the event of termination under any circumstances, the Contractor will be entitled to all outstanding payments reasonably invoiced by Canberra Solutions for work completed by the Contractor to the client conditional on the absence of a dispute as outlined in Clause 4.4. Canberra Solutions will be entitled to withhold payment of invoices only for;

- 8.3.1 Services left incomplete by The Contractor
- 8.3.2 Services under dispute by the Client where the costs of the services under dispute have not been successfully recovered by Canberra Solutions from the Client.

9. Confidentiality

- 9.1 Both parties will keep all confidential information, whether written or verbal, concerning the Business affairs of the other learned in the course of this Agreement that is not publicly available.
- 9.2 The requirement for confidentiality in Clause 9.1 shall extend beyond the duration of this agreement.
- 9.3 At the termination of this agreement, The Contractor will return to Canberra Solutions all copies of any correspondence, rate schedules, customer lists provided to it by Canberra Solutions or developed for Canberra Solutions as part of the services under this agreement.

10. Inventions, Copyright and Intellectual Property

- 10.1 Where the Contractor creates a design, invention or other intellectual property arising exclusively out of the services conducted within this agreement, The Contractor will equally share ownership of that exclusive design, invention and Intellectual Property with Canberra Solutions.
- 10.2 Where either Party utilizes designs, documentation, procedures, inventions, or other intellectual property originating substantially outside this Agreement, the receiving party will not make any reproduction or substantial reproduction of any of the Inventions, Works, or Intellectual property without the written license of the originating party. Ownership of all such designs, documentation, procedures, inventions and intellectual property will remain with the originating party.

11. Restraint

- 11.1 Canberra Solutions' business is to charge client a fee for providing the services of Contractor. In order to protect Canberra Solutions' commercial interests in that business, its confidential information and its Client relationship, Contractor acknowledges that certain restraints of trade are reasonable, as follows:

(a) During the Agreement and for Six(6) months after it is terminated, Contractor shall not provide services directly or indirectly as an employee or independent contractor, to any "introduced party", which are similar to the services being provided under this Agreement.

(b) An "introduced party" means any of the following entities - Client, a customer of Client for whom Contractor has been subcontracted at Client's direction, a third party to whom Client has outsourced its business or any related body corporate of Client or the outsourcing vendor - which has become aware of the Contractor and his/her ability to provide the services as a result of the Contractor performing the Services under this Agreement.

Appendix A: Payment Schedule

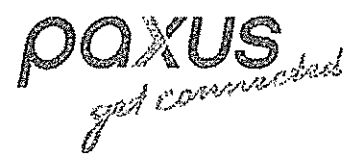
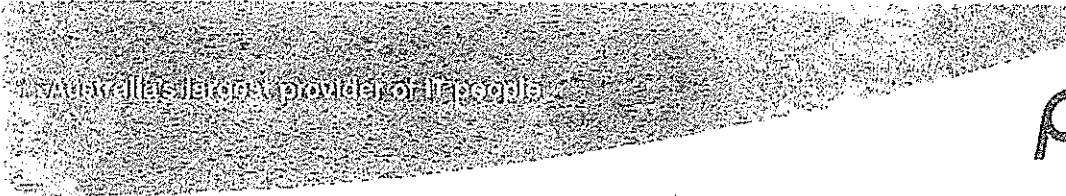
The following payment schedule may be superseded at any time by the mutual written agreement of both Canberra Solutions and The Contractor. In the absence of any subsequently agreed "new" schedule, the following will be payable in recognition for services delivered by the Contractor to Canberra Solutions' client.

Schedule of Fees		
Type	Fee (Including GST)	Schedule
Service Fee	450.00 AUD/day (8 hour day)	Paid monthly
Professional Development Fee/Training	1200.00 AUD	Upon completion of 3 months
	4800.00 AUD	Upon completion of 6 months

In the event that the final month of this agreement is only partially worked the final Canberra Solutions payment to the Contractor will only compensate the period actually worked and paid for by the client.

Currency and Terms

All currency quoted above is in Australian dollars.



Paxus Australia Pty Limited
 ABN 35 004 609 616
 (trading as 'Paxus')

Registered Office:
 26 Talavera Road,
 NORTH RYDE NSW 2113

**CONTRACT WITH CONTRACTOR FOR CONSULTANT'S SERVICES
 CONTRACT DETAILS**

Contractor	Name: Canberra Solutions Pty Ltd	
	ABN: 87 141 885 485	Address: [REDACTED]
	Contractor Number: 100238314	Contract/Job number: 200125087
Consultant	Name: Dhawal Parekh	
Client	Name: NSW University of Sydney	
	Site Address: Level 3, Administrative Services Building, Level 3 Cnr Abercrombie & Codrington Streets SYDNEY NSW 2006	
Contract Term	Start Date: 07/05/2012	End Date: 06/11/2012
	Per Day: As per Schedule A	
Special Conditions	Subject to clause 7, the Contractor and Consultant confirm that they hold the following insurance: Professional Indemnity Insurance to a per event limit of \$1,000,000 Public Liability Insurance to a per event limit of \$5,000,000	

Paxus, Contractor and Consultant enter this Agreement which comprises these Contract Details and the attached Conditions of Contract. (If there is any inconsistency between them, these Contract Details prevail.) By signing below, Contractor and Consultant each agree to be bound by the Conditions of Contract.

Signed for Paxus	<u>[REDACTED]</u> Signature	<u>1 May 2012</u> Date
	<u>Samuel Williams</u> Name	<u>Account Manager</u> Title
Signed for CONTRACTOR	<u>[REDACTED]</u> Signature	<u>3/5/2012</u> Date
	<u>SONATA MADAMBIKAT</u> Name	<u>DIRECTOR</u> Title
Signed for CONSULTANT	<u>[REDACTED]</u> Signature	<u>4/5/2012</u> Date

No payment will be made until a signed copy of this contract and other required paperwork is returned to Paxus

CONDITIONS OF CONTRACT WITH CONTRACTOR FOR CONSULTANT'S SERVICES

1. DEFINITIONS

In this Agreement:

- (a) any term defined in Contract Details has the same meaning in these Conditions (and vice versa);
- (b) "person" or any word connoting a natural person includes a body corporate and vice versa;
- (c) "related body corporate" has the same meaning as in the Corporations Act 2001;
- (d) "Services" means the services requested by Client to be provided by Consultant under this Agreement and includes all associated deliverables;
- (e) the words "including", "such as", "for example", "eg" and similar expressions do not imply any limitations.

2. OBLIGATIONS OF CONTRACTOR AND CONSULTANT

2.1 Contractor agrees to ensure that the Consultant:

- (i) performs the Services at Client's address in Contract Details or such other address agreed by Client and Consultant and notified to Paxus;
 - (ii) devotes the time, attention, skill and ability required to properly perform the Services and to provide the Services with all due care and skill in a professional, competent and timely manner;
 - (iii) does not perform services for any other person during the hours of business as requested by Client, without Paxus' prior consent;
 - (iv) complies with all applicable laws and regulations, and all Client's relevant policies and procedures (including those regarding occupational health and safety, anti-discrimination, sexual harassment, security and privacy); and
- 2.2 Where Paxus has made Contractor aware of the terms of Paxus' contract with Client, Contractor agrees to do everything reasonably necessary to enable Paxus to comply with those terms (and not do anything that may cause Paxus to breach those terms).
- 2.3 Consultant agrees to fulfil the Contractor's obligations under this Agreement and to provide the services exclusively to Contractor, during the hours of service as requested by Client.
- 2.4 No payment will be made until a signed copy of this contract and other required paperwork is returned to Paxus.
- 2.5 The Consultant and Contractor confirm that the Consultant is legally entitled to work in Australia, and will inform Paxus if his/her entitlement to work in Australia changes at any time during this contract period.

3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

3.1 Each of Contractor and Consultant:

- (a) acknowledges that as a result of this Agreement or when performing the Services, they are likely to receive access to confidential information, including software used or developed by Paxus or Client and information about the operations of Paxus or Client; and
 - (b) agrees to only use such information for the benefit of Client or Paxus, as intended by this Agreement and to keep such information confidential, during and after the term of this Agreement, until the information is no longer confidential.
- 3.2 Each of Contractor and Consultant hereby assigns to Paxus, for the benefit of Client, or at Paxus' request, assigns directly to Client, all intellectual property rights arising from the Services.
- 3.3 Each of Contractor and Consultant agrees, upon request from Paxus or Client, to execute all documents reasonably required by Paxus or Client relating to confidential information or intellectual property rights, which may include:
- (a) an undertaking to protect Client's confidential information;
 - (b) a comprehensive assignment in favour of Client of copyright and all other intellectual property rights in any written material, software, or other works, and all inventions, discoveries and novel designs, created by Contractor or Consultant in the course of providing the Services, and an associated waiver of "moral rights" in such works;
 - (c) a warranty that any literary or other works (including computer programs) used or created by Contractor or Consultant when providing the Services do not infringe any third party's copyright, confidentiality, patent or other rights.

4. RESTRAINT

4.1 Paxus' business is to charge Client a fee for providing the services of Consultant. In order to protect Paxus' legitimate commercial interests in that business, its confidential information and its Client relationship, each of Contractor and Consultant acknowledges that certain restraints of trade are reasonable, as follows:

- (a) During this Agreement and for three (3) months after it is terminated, Contractor and Consultant shall not, without Paxus' prior written consent, provide services, directly or indirectly, as an employee or independent contractor, to any "introduced party", which are similar to the Services being provided under this Agreement.
- (b) An "introduced party" means any of the following entities - Client, a customer of Client for whom Consultant has been subcontracted at Client's direction, a third party to whom Client has outsourced its business, or any related body corporate of Client or the outsourcing vendor - which has become aware of the Consultant and his/her ability to provide the services as a result of the Consultant performing the Services under this Agreement.

5. FEES

- 5.1 Each week Consultant must accurately fill out and sign a timesheet showing hours of Services performed, (in a format previously approved by Paxus), have it signed by Client and send it to Paxus no later than 5 days after the end of the week covered by the timesheet.
- 5.2 Subject to the rest of clause 5 and 7.3, on receiving a timesheet as required by clause 5.2, in return for Consultant providing the Service described in that timesheet, Paxus will pay Contractor the Contract Rate in the Contract Details in accordance with the Payment Schedule published from time to time. For the avoidance of doubt, Paxus may withhold payment of the Contract Rate if the timesheet is not submitted in accordance with clause 5.1. The Contractor acknowledges that this is a material term of this Agreement.
- 5.3 Contractor authorises Paxus to create a Recipient Created Tax Invoice (RCTI) on its behalf. If the ATO revokes Contractor's ABN, Contractor must notify Paxus within seven working days. Subject to Contractor providing all necessary information, Paxus will be responsible for GST and any penalty caused by Paxus understating GST payable on any supply for which Paxus issues an RCTI.
- 5.4 Contractor acknowledges that Paxus has agreed with Client to supply Consultant's services and, if Client does not pay Paxus for Consultant's services for whatever reason (including Client's insolvency or breach of its agreement with Paxus, and regardless of whether Client is satisfied with the performance of Contractor or Consultant) then:
 - (a) Paxus will take steps to obtain full payment from Client which are reasonable depending on the reason for Client's non-payment and other circumstances (but this does not extend to taking legal action); but
 - (b) in any event, Paxus is not obliged (under contract, equity or any other legal basis) to pay Contractor or Consultant for those Services until Paxus receives full payment from Client (if at all).
- 5.5 Without limiting clause 5.4, Paxus is not obliged to pay Contractor for any period during which Consultant is unable to provide the Services in accordance with this Agreement or for any period when those services are not required by Client, or any period for which the Consultant has failed to supply timesheets and such failure has resulted in the Client not paying or not being required to pay Paxus.
- 5.6 Contractor must give Paxus its ABN on signing this Agreement, or Paxus will, as required by taxation legislation, withhold from any fees payable to Contractor, PAYG tax at the highest marginal tax rate plus the Medicare levy.
- 5.7 All expense claims must be submitted to Paxus no later than 5 days after the end of the week in which the expense is incurred. All claims must be supported by receipts and must be in a format previously approved by Paxus. Paxus will only refund reasonable expenses which it has approved prior to the expense being incurred.

6. RELATIONSHIP BETWEEN THE PARTIES

- 6.1 Contractor is engaged as an independent contractor and nothing in this Agreement shall be construed so as to create an employment or partnership relationship between Paxus and Consultant or Contractor to make Paxus vicariously liable for the acts or omissions of Consultant or Contractor.
- 6.2 Accordingly:
 - (a) Contractor and Consultant are not representatives or agents of Paxus and neither of them has authority to bind Paxus or incur obligations on behalf of Paxus in contract or otherwise;
 - (b) Contractor (or Client), and not Paxus, is responsible for providing the equipment and tools necessary for Consultant to perform the Services;
 - (c) the parties intend that Paxus will not ordinarily supervise Consultant's day to day activities or control the manner in which Consultant provides the Services (except where necessary for Paxus to fulfil its obligations to Client); and
 - (d) Contractor or Consultant shall not receive any remuneration and benefit which a Paxus employee may receive, including sick leave, annual leave, parental or long service leave, or bonuses or commissions; and
 - (e) Contractor is solely responsible for paying any applicable remuneration and benefits, taxes, superannuation contributions, medical premiums, leave entitlements, insurance premiums and worker's compensation in respect of itself and Consultant and agrees to indemnify Paxus against all liability and costs (including Paxus' legal costs on a solicitor and own client basis) arising out of the same.

7. INSURANCE

7.1 Contractor must:

- (a) arrange and maintain for the term of this Agreement plus six months after its expiry or termination ("Insurance Period"), workers compensation insurance as required by law, plus \$20 million (per event) in professional indemnity and \$20 million (per event) in public liability insurance cover, or such other limits agreed by Paxus and specified in the Contract Details, provided that such limits are adequate in consideration of the Services performed by the Contractor and Consultant and its contractual obligations; and
 - (b) on Paxus' written request, give Paxus certificates of currency of such policies.
- 7.2 Subject to the terms and conditions of Paxus' Chubb insurance policy ("Policy"), Paxus shall arrange, at the Contractor's expense, for the Contractor and Consultant to be included under the Policy:
- (a) requested to do so by the Contractor, prior to the Start Date;
 - (b) in Paxus' reasonable opinion the Contractor does not have adequate insurance cover; or
 - (c) if, by the Start Date, the Contractor is unable to provide proof of such cover to Paxus' satisfaction.
- 7.3 If Paxus arranges insurance under clause 7.2, an amount of 1% will be deducted from the Contract Rate specified in the Contract Details.
- 7.4 The Contractor and Consultant must comply with all terms and conditions of the applicable insurance Policy and all reasonable directions given by Paxus.
- 7.5 The Contractor and Consultant must notify Paxus immediately once it becomes aware any actual or potential matter that may give rise to a claim under the Policy.
- 7.6 The Contractor and Consultant shall only have the benefit of any insurance secured under clause 7.2 for the Insurance Period and only in relation to matters covered by the Policy and arising while the Contractor and Consultant performs Services for Paxus' Client as a Paxus contractor.
- 7.7 Paxus makes no representation or warranty regarding cover provided to the Contractor or Consultant under the Policy. Paxus shall not be liable for any insurance claim made by the Contractor or Consultant. The Contractor and Consultant release Paxus from any loss or liability resulting from any unsuccessful insurance claim.

8. PRIVACY

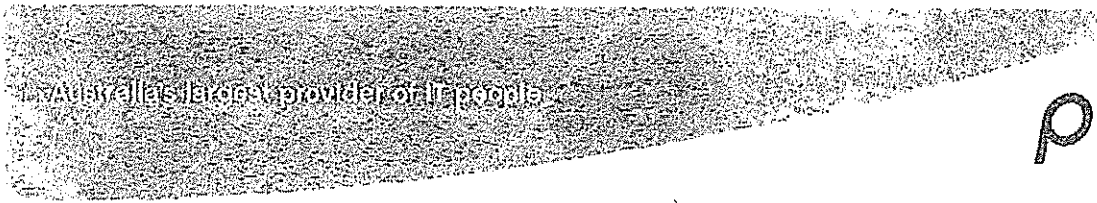
- 8.1 Each party acknowledges that in the course of performing this Agreement, Contractor or Consultant is likely to disclose personal information to Paxus.
- 8.2 Paxus agrees to use such personal information according to Paxus' then current "Privacy" policies (which Paxus will give to Contractor and Consultant upon request). By giving Paxus personal information, Contractor and Consultant each consents to Paxus collecting, using and disclosing that information according to Paxus' then-current policies.

9. TERM

- 9.1 Subject to clause 9.2, this Agreement begins on the Start Date and ends on the End Date set out in the Contract Details.
- 9.2 Paxus may terminate this Agreement at any time by giving Contractor written notice if:
 - (a) Contractor fails to provide the Services of Consultant in accordance with this Agreement or Contractor or Consultant is in breach of any term of this Agreement; or
 - (b) Client requires Paxus to terminate Consultant's services or the contract between Paxus and Client expires or is terminated.
- 9.3 If this Agreement is terminated under clause 9.2, Paxus will pay Contractor for Services provided up to the termination date (subject to clauses 5.5 and 5.6), but Contractor and Consultant shall have no other claim against Paxus arising from the termination, including for any lost profits, opportunity or fees.

10. GENERAL

- 10.1 This Agreement is the entire agreement between Paxus, Contractor and Consultant regarding the Services, and supersedes all prior communications, representations, agreements or arrangements between the parties.
- 10.2 This Agreement may only be varied by offer made and accepted via email, or otherwise in writing signed by Consultant, Contractor and an authorised officer of Paxus.
- 10.3 This Agreement shall be governed by the laws of the State or Territory of Client's office specified in the Contract Details (but if that is outside Australia, the Agreement shall be governed by the laws of Victoria and each party submits to the jurisdiction of Victorian courts.
- 10.4 The invalidity, illegality or unenforceability of any part of this Agreement (including any part of clause 4.1 or 5) shall not impair the validity, legality or enforceability of the remaining provisions (including any other part of clause 4.1 or 5).



Paxus Australia Pty Limited
 ABN 35 004 609 616
 (trading as 'Paxus')

Registered Office:
 26 Talavera Road,
 NORTH RYDE NSW 2113

**CONTRACT WITH CONTRACTOR FOR CONSULTANT'S SERVICES
 CONTRACT DETAILS**

Contractor	Name: Canberra Solutions Pty Ltd	
	Address: [REDACTED]	
	Contractor Number: 100238314	Contract/Job number: 200125087
Consultant	Name: Dhawal Parekh	
Client	Name: NSW University of Sydney Site Address: Level 3, Administrative Services Building, Level 3 Cnr Abercrombie & Cotdrington Streets SYDNEY NSW 2006	
Contract Term	Start Date: 07/05/2012	End Date: 06/11/2012
Contract Rate	Per Day: As per Schedule A	
Special Conditions	Subject to clause 7, the Contractor and Consultant confirm that they hold the following insurance: Professional Indemnity Insurance to a per event limit of \$1,000,000 Public Liability Insurance to a per event limit of \$5,000,000	

Paxus, Contractor and Consultant enter this Agreement which comprises these Contract Details and the attached Conditions of Contract. (If there is any inconsistency between them, these Contract Details prevail.) By signing below, Contractor and Consultant each agree to be bound by the Conditions of Contract.

Signed for Paxus [REDACTED]
 Signature

1 May 2012
 Date

Samuel Williams
 Name

Account Manager
 Title

Signed for CONTRACTOR [REDACTED]
 Signature

3/5/2012
 Date

SONATA MADAMBİKAT
 Name

DIRECTOR
 Title

Signed for CONSULTANT [REDACTED]
 Signature

4/5/2012
 Date

No payment will be made until a signed copy of this contract and other required paperwork is returned to Paxus

CONDITIONS OF CONTRACT WITH CONTRACTOR FOR CONSULTANT'S SERVICES

1. DEFINITIONS

In this Agreement:

- (a) any term defined in Contract Details has the same meaning in these Conditions (and vice versa);
- (b) "person" or any word connoting a natural person includes a body corporate and vice versa;
- (c) "related body corporate" has the same meaning as in the Corporations Act 2001;
- (d) "Services" means the services requested by Client to be provided by Consultant under this Agreement and includes all associated deliverables;
- (e) the words "including", "such as", "for example", "eg" and similar expressions do not imply any limitations.

2. OBLIGATIONS OF CONTRACTOR AND CONSULTANT

2.1 Contractor agrees to ensure that the Consultant:

- (a) performs the Services at Client's address in Contract Details or such other address agreed by Client and Consultant and notified to Paxus;
- (b) devotes the time, attention, skill and ability required to properly perform the Services and to provide the Services with all due care and skill in a professional, competent and timely manner;
- (c) does not perform services for any other person during the hours of business as requested by Client, without Paxus' prior consent;
- (d) complies with all applicable laws and regulations, and all Client's relevant policies and procedures (including those regarding occupational health and safety, anti-discrimination, sexual harassment, security and privacy); and

2.2 Where Paxus has made Contractor aware of the terms of Paxus' contract with Client, Contractor agrees to do everything reasonably necessary to enable Paxus to comply with those terms (and not do anything that may cause Paxus to breach those terms).

2.3 Consultant agrees to fulfil the Contractor's obligations under this Agreement and to provide the services exclusively to Contractor, during the hours of service as requested by Client.

2.4 No payment will be made until a signed copy of this contract and other required paperwork is returned to Paxus.

2.5 The Consultant and Contractor confirm that the Consultant is legally entitled to work in Australia, and will inform Paxus if his/her entitlement to work in Australia changes at any time during this contract period.

3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

3.1 Each of Contractor and Consultant:

- (a) acknowledges that as a result of this Agreement or when performing the Services, they are likely to receive access to confidential information, including software used or developed by Paxus or Client and information about the operations of Paxus or Client; and
- (b) agrees to only use such information for the benefit of Client or Paxus, as intended by this Agreement and to keep such information confidential, during and after the term of this Agreement, until the information is no longer confidential.

3.2 Each of Contractor and Consultant hereby assigns to Paxus, for the benefit of Client, or at Paxus' request, assigns directly to Client, all intellectual property rights arising from the Services.

3.3 Each of Contractor and Consultant agrees, upon request from Paxus or Client, to execute all documents reasonably required by Paxus or Client relating to confidential information or intellectual property rights, which may include:

- (a) an undertaking to protect Client's confidential information;
- (b) a comprehensive assignment in favour of Client of copyright and all other intellectual property rights in any written material, software, or other works, and all inventions, discoveries and novel designs, created by Contractor or Consultant in the course of providing the Services, and an associated waiver of "moral rights" in such works;
- (c) a warranty that any literary or other works (including computer programs) used or created by Contractor or Consultant when providing the Services do not infringe any third party's copyright, confidentiality, patent or other rights.

4. RESTRAINT

4.1 Paxus' business is to charge Client a fee for providing the services of Consultant. In order to protect Paxus' legitimate commercial interests in that business, its confidential information and its Client relationship, each of Contractor and Consultant acknowledges that certain restraints of trade are reasonable, as follows:

- (a) During this Agreement and for three (3) months after it is terminated, Contractor and Consultant shall not, without Paxus' prior written consent, provide services, directly or indirectly, as an employee or independent contractor, to any "introduced party", which are similar to the Services being provided under this Agreement;
- (b) An "introduced party" means any of the following entities - Client, a customer of Client for whom Consultant has been subcontracted at Client's direction, a third party to whom Client has outsourced its business, or any related body corporate of Client or the outsourcing vendor - which has become aware of the Consultant and his/her ability to provide the services as a result of the Consultant performing the Services under this Agreement.

5. FEES

5.1 Each week Consultant must accurately fill out and sign a timesheet showing hours of Services performed, (in a format previously approved by Paxus), have it signed by Client and send it to Paxus no later than 5 days after the end of the week covered by the timesheet.

5.2 Subject to the rest of clause 5 and 7.3, on receiving a timesheet as required by clause 5.2, in return for Consultant providing the Service described in that timesheet, Paxus will pay Contractor the Contract Rate in the Contract Details in accordance with the Payment Schedule published from time to time. For the avoidance of doubt, Paxus may withhold payment of the Contract Rate if the timesheet is not submitted in accordance with clause 5.1. The Contractor acknowledges that this is a material term of this Agreement.

5.3 Contractor authorises Paxus to create a Recipient Created Tax Invoice (RCTI) on its behalf. If the ATO revokes Contractor's ABN, Contractor must notify Paxus within seven working days. Subject to Contractor providing all necessary information, Paxus will be responsible for GST and any penalty caused by Paxus understating GST payable on any supply for which Paxus issues an RCTI.

5.4 Contractor acknowledges that Paxus has agreed with Client to supply Consultant's services and, if Client does not pay Paxus for Consultant's services for whatever reason (including Client's insolvency or breach of its agreement with Paxus, and regardless of whether Client is satisfied with the performance of Contractor or Consultant):

- (a) Paxus will take steps to obtain full payment from Client which are reasonable depending on the reason for Client's non-payment and other circumstances (but this does not extend to taking legal action); but
- (b) in any event, Paxus is not obliged (under contract, equity or any other legal basis) to pay Contractor or Consultant for those Services until Paxus receives full payment from Client (if at all).

5.5 Without limiting clause 5.4, Paxus is not obliged to pay Contractor for any period during which Consultant is unable to provide the Services in accordance with this Agreement or for any period when those services are not required by Client, or any period for which the Consultant has failed to supply timesheets and such failure has resulted in the Client not paying or not being required to pay Paxus.

5.6 Contractor must give Paxus its ABN on signing this Agreement, or Paxus will, as required by taxation legislation, withhold from any fees payable to Contractor, PAYG tax at the highest marginal tax rate plus the Medicare levy.

5.7 All expense claims must be submitted to Paxus no later than 5 days after the end of the week in which the expense is incurred. All claims must be supported by receipts and must be in a format previously approved by Paxus. Paxus will only refund reasonable expenses which it has approved prior to the expense being incurred.

6. RELATIONSHIP BETWEEN THE PARTIES

6.1 Contractor is engaged as an independent contractor and nothing in this Agreement shall be construed so as to create an employment or partnership relationship between Paxus and Consultant or Contractor to make Paxus vicariously liable for the acts or omissions of Consultant or Contractor.

6.2 Accordingly:

- (a) Contractor and Consultant are not representatives or agents of Paxus and neither of them has authority to bind Paxus or incur obligations on behalf of Paxus in contract or otherwise;
- (b) Contractor (or Client), and not Paxus, is responsible for providing the equipment and tools necessary for Consultant to perform the Services;
- (c) the parties intend that Paxus will not ordinarily supervise Consultant's day to day activities or control the manner in which Consultant provides the Services (except where necessary for Paxus to fulfil its obligations to Client); and
- (d) Contractor or Consultant shall not receive any remuneration and benefit which a Paxus employee may receive, including sick leave, annual leave, parental or long service leave, or bonuses or commissions; and
- (e) Contractor is solely responsible for paying any applicable remuneration and benefits, taxes, superannuation contributions, medical premiums, leave entitlements, insurance premiums and worker's compensation in respect of itself and Consultant and agrees to indemnify Paxus against all liability and costs (including Paxus' legal costs on a solicitor and own client basis) arising out of the same.

7. INSURANCE

7.1 Contractor must:

- (a) arrange and maintain for the term of this Agreement plus six months after its expiry or termination ("Insurance Period"), workers compensation insurance as required by law, plus \$20 million (per event) in professional indemnity and \$20 million (per event) in public liability insurance cover, or such other limits agreed by Paxus and specified in the Contract Details, provided that such limits are adequate in consideration of the Services performed by the Contractor and Consultant and its contractual obligations; and
- (b) on Paxus' written request, give Paxus certificates of currency of such policies.

7.2 Subject to the terms and conditions of Paxus' Chubb insurance policy ("Policy"), Paxus shall arrange, at the Contractor's expense, for the Contractor and Consultant to be included under the Policy:

- (a) requested to do so by the Contractor, prior to the Start Date;
- (b) in Paxus' reasonable opinion the Contractor does not have adequate insurance cover, or
- (c) if, by the Start Date, the Contractor is unable to provide proof of such cover to Paxus' satisfaction.

7.3 If Paxus arranges insurance under clause 7.2, an amount of 1% will be deducted from the Contract Rate specified in the Contract Details.

7.4 The Contractor and Consultant must comply with all terms and conditions of the applicable insurance Policy and all reasonable directions given by Paxus.

7.5 The Contractor and Consultant must notify Paxus immediately once it becomes aware any actual or potential matter that may give rise to a claim under the Policy.

7.6 The Contractor and Consultant shall only have the benefit of any insurance secured under clause 7.2 for the Insurance Period and only in relation to matters covered by the Policy and arising while the Contractor and Consultant performs Services for Paxus' Client as a Paxus contractor.

7.7 Paxus makes no representation or warranty regarding cover provided to the Contractor or Consultant under the Policy. Paxus shall not be liable for any insurance claim made by the Contractor or Consultant. The Contractor and Consultant release Paxus from any loss or liability resulting from any unsuccessful insurance claim.

8. PRIVACY

8.1 Each party acknowledges that in the course of performing this Agreement, Contractor or Consultant is likely to disclose personal information to Paxus.

8.2 Paxus agrees to use such personal information according to Paxus' then current "Privacy Policies" (which Paxus will give to Contractor and Consultant upon request). By giving Paxus personal information, Contractor and Consultant each consents to Paxus collecting, using and disclosing that information according to Paxus' then-current policies.

9. TERM

9.1 Subject to clause 9.2, this Agreement begins on the Start Date and ends on the End Date set out in the Contract Details.

9.2 Paxus may terminate this Agreement at any time by giving Contractor written notice if:

- (a) Contractor fails to provide the Services of Consultant in accordance with this Agreement or Contractor or Consultant is in breach of any term of this Agreement; or
- (b) Client requires Paxus to terminate Consultant's services or the contract between Paxus and Client expires or is terminated.

9.3 If this Agreement is terminated under clause 9.2, Paxus will pay Contractor for Services provided up to the termination date (subject to clauses 5.5 and 5.6), but Contractor and Consultant shall have no other claim against Paxus arising from the termination, including for any lost profits, opportunity or fees.

10. GENERAL

10.1 This Agreement is the entire agreement between Paxus, Contractor and Consultant regarding the Services, and supersedes all prior communications, representations, agreements or arrangements between the parties.

10.2 This Agreement may only be varied by offer made and accepted via email, or otherwise in writing signed by Consultant, Contractor and an authorised officer of Paxus.

10.3 This Agreement shall be governed by the laws of the State or Territory of Client's office specified in the Contract Details (but if that is outside Australia, the Agreement shall be governed by the laws of Victoria and each party submits to the jurisdiction of Victorian courts.

10.4 The invalidity, illegality or unenforceability of any part of this Agreement (including any part of clause 4.1 or 5) shall not impair the validity, legality or enforceability of the remaining provisions (including any other part of clause 4.1 or 5).



Paxus Induction Pack

Instructions

This application form is designed to be completed electronically and then emailed as an attachment. Complete the form by entering the information in the fields provided. Save the form as a Word document. The completed form should be returned to your Contractor Operations Consultant

Checklist

- Review Paxus Privacy Policy
- Review Paxus OH&S Policy
- Complete and sign the Induction Pack

Have you provided Paxus with:

- A copy of ID as evidence of your eligibility to work in Australia (e.g. Passport, Visa, Birth Certificate or Australian Citizenship Certificate)

Paxus Privacy Notice

Paxus¹ collects, uses and discloses personal information about you to carry out its business functions and to fulfill its contract with you, including in relation to:

- administration of payment to you, which may include the processing of sensitive information about you;
- time recording administration;
- company policy and/or statutory compliance;
- security clearance where required;
- mailings and cross-mailing by group companies of Paxus;
- internal address books;
- analysis and management information;
- reference checking;
- contact details for clients;
- billing and invoicing clients; and
- skills/competency profiles, tenders and other marketing collateral for clients.

In addition, Paxus may occasionally be required by law to collect, use and disclose your personal information, for example in order to comply with the requirements of government departments for the collation of business data.

Your Personal Information may be disclosed to:

- the client who engages your services;
- staff of the departments responsible for administering the processes described above (eg: Payroll); and
- third parties for the administration and provision of selected benefits and services (eg: training).

Your Personal Information may be transferred overseas for the purposes and processes described above (eg: if you are engaged by an overseas client).

Paxus understands that your personal information is important to you and is committed to protecting your privacy. Paxus is guided by the National Privacy Principles of the Privacy Act 1988 and other applicable laws governing privacy. Where appropriate, Paxus will handle personal information relying on the related bodies corporate exemption and the employee records exemption in the Privacy Act and any other applicable exemptions in other legislation.

To the extent authorised by the Privacy Act and other applicable laws, you can access your personal information held by Paxus. If you wish to request access or to obtain a copy of the Paxus Privacy Policy please contact the Privacy Inquiry Service by emailing hof@paxus.com.au or calling Paxus Head Office on 03 8680 4200.

¹ All references to "Paxus", "we", "us", or "our" in this document are references to Paxus Australia Pty Limited (ACN 004 609 616).



Personal information and **sensitive information** are used in this document with the meanings that they are given in the Privacy Act 1988. To summarise their meanings:

- › **personal information** means information or an opinion, whether true or not, from which your identity is apparent or can reasonably be ascertained.
- › **sensitive information** means personal information about your health, racial or ethnic origins, political opinions, religious beliefs or affiliations, philosophical beliefs, membership of political, professional or trade associations or trade unions, sexual preferences or practices and criminal records.

Paxus may collect, use and disclose personal information about me to the extent necessary for the purposes described above. I understand that a copy of this notice will be held on my Paxus file.

Important OH&S Information

What you can expect from Paxus

Paxus is committed to ensuring you have a safe working environment utilising safe work practices. We will work with both you and our clients to achieve this goal.

All pertinent OH&S information relating to your health and safety is available on the Paxus Website www.paxus.com.au in the Contractor section. We will be sending you an email with links to the relevant information and recommendations on some of the pro-active activities you can undertake to ensure that you are working safely in an IT environment.

This includes not just our policies, but also checklists and guidelines that you can use while working on a client site and other employment issues. Should any matters arise, please discuss them immediately with your Paxus account manager who will do whatever they can to ensure quick resolution to the satisfaction of all concerned. Remember, we are your advocate.

What Paxus expect from you

Please provide an email address below so that we can provide you with direct electronic access to all relevant documentation. Please take the time to read and familiarise yourself with your OH&S responsibilities and reply to our email requesting confirmation of your understanding.

You have a legal responsibility to look after your own health and safety and the safety of those who may be affected by your acts or omissions. We integrate wherever possible with our client's OH&S policies and procedures and we ask you to comply with these policies to be compliant with health and safety legislation. We also ask you to report all accidents and hazards to both your on-site supervisor and Paxus.

In the event of a work-related injury or illness, Paxus is committed to supporting your desire to return to the workplace and will negotiate possibilities with the client on your behalf to everyone's mutual benefit. However, as you are self-employed, you need to manage your own return to work. If you are not fit to work at the client site then there is no obligation on our part, or our client's part, to accommodate you.

On your first day of a new assignment

Based on our knowledge of the client we expect that you will receive an OH&S induction within the first few days of commencing your new assignment. This will cover basic safety issues to enable you to know what to do in the case of an incident or emergency. Should this not occur, please contact your Paxus account manager who can follow this up with your manager.

Please note:

If at any time the client wants to change your duties or job or location, they must immediately notify Paxus to obtain our agreement – it is not simply a matter between you and the client. A change of duties has many implications including your health and safety. Any changes to your duties should be immediately communicated to your Paxus account manager.



Personal Details					
Title	MR				
Surname	PAREKH				
Given Name	DHAWAL HIMMATLAL				
Address	[REDACTED]				
Suburb	[REDACTED]	State	[REDACTED]	Post Code	[REDACTED]
Home Phone	[REDACTED]	Mobile	[REDACTED]	Work Phone	[REDACTED]
Email	bm [REDACTED]				
Emergency Contact					
Name	[REDACTED]	Relationship	Spouse		
Phone Number	[REDACTED]				

Acknowledgement	
I understand my obligations and responsibilities outlined in the above documents	
[REDACTED]	4/5/2012
<u>Signature</u>	<u>Date</u>
DHAWAL HIMMATLAL PAREKH	PROJECT MANAGEMENT SERVICE
Signed by (print name in full)	CONTRACTOR
	<u>Title</u>