

Independent Contractor Agreement

1. PARTIES

This contract is made between:

Logical Solutions (2020) Ltd ('Logical Solutions (2020) Ltd', 'us', 'our', 'we')

AND

(the 'Contractor', 'you', 'your'),

together, 'the parties'.

2. TERM

This contract shall commence on {date} and shall continue until unless terminated earlier by either party in accordance with this contract (the 'Term').

The parties may agree in writing to extend the Term or enter into a new contract, but confirm that there is no expectation of any arrangement beyond the Term.

3. INDEPENDENT CONTRACTOR

The relationship between the Contractor and Logical Solutions (2020) Ltd is that of an independent contractor and nothing expressed or implied herein shall constitute the relationship of employer and employee between the parties.

The Contractor is not Logical Solutions (2020) Ltd's agent or representative and will not act in any way that may or does cause any person or entity to believe that the Contractor is an agent or representative of Logical Solutions (2020) Ltd, unless Logical Solutions (2020) Ltd gives its prior consent in writing.

4. SERVICES

The Contractor will deliver the services set out in Schedule A to this contract ('the Services'), and any services incidental to the Services, on the terms set out in this contract.

5. CONTRACTOR'S OBLIGATIONS

The Contractor will comply with any timeframes specified in Schedule A and will work such days and hours as are necessary to provide the Services in accordance with this contract.

The Contractor will, in the performance of the Services:

- (a) at all times promote and protect Logical Solutions (2020) Ltd's interests and reputation;
- (b) comply with all reasonable and lawful directions;
- (c) comply with Logical Solutions (2020) Ltd's policies and procedures, which may be varied from time to time; and
- (d) carry out the Contractor's obligations under this contract in a prompt, efficient and diligent manner consistent with good professional practices and standards, and use all reasonable care, attention and skill in the performance of those obligations.

The Contractor will, at the Contractor's cost, correct any errors, omissions, defects or faults in the Services which are notified by Logical Solutions (2020) Ltd in writing during the Term.

6. REMUNERATION

The Contractor shall be remunerated for timely delivery of the Services in accordance with the remuneration schedule set out in Schedule B to this contract.

It is agreed that the payments set out in the remuneration schedule are all-inclusive, and

Logical Solutions (2020) Ltd holds no responsibility or liability for meeting any additional payments over and above the agreed payments set out in Schedule B. Without affecting the generality of this provision, the Contractor acknowledges that there is no entitlement to payment from Logical Solutions (2020) Ltd for injury, sickness, superannuation, holidays, redundancy, or overtime.

If the Contractor does not provide the Services within the time limits and standards as reasonably required by Logical Solutions (2020) Ltd, the Contractor's fee may be reduced by agreement or, failing agreement, by such amount as Logical Solutions (2020) Ltd considers reasonable in the circumstances.

7. PAYMENT FOR THE DELIVERY OF SERVICES

The Contractor will provide Logical Solutions (2020) Ltd with an invoice that details the Services delivered during the course of the month at the end of each month, or as otherwise agreed between the parties. All invoices provided will be compliant with the Goods and Services Tax Act 1985.

Payment will be made by Logical Solutions (2020) Ltd in accordance with Appendix B (remuneration schedule) of this contract.

8. TAX

The Contractor is responsible for, and will pay on time and in full, all taxes and other levies (including income tax, GST and accident compensation levies).

9. EQUIPMENT

The Contractor shall provide all his or her own equipment at his or her own cost in providing the Services.

10. LIABILITY AND INSURANCE

It is the responsibility of the contact to obtain and maintain their own insurance cover to a minimum of \$1m public liability. The contractor's insurance also must cover transported hardware for fire and theft of Logical Solutions or customer assets.

11. NO ASSIGNMENT

This contract is personal to the Contractor and may not be assigned or sub-contracted unless with the prior written approval of Logical Solutions (2020) Ltd.

12. REPORTING

The Contractor is, on a monthly basis and at other times upon request, to provide a progress report directly to {title and name} who in turn will provide a monthly progress report to {title and name}. The Contractor will not be supervised on a day-to-day basis.

13. TERMINATION

Either party may terminate this contract by providing one month's notice of termination in writing.

Logical Solutions (2020) Ltd may terminate this contract with immediate effect by providing written notice if the Contractor:

- (a) breaches this contract, fails or is unable to perform the Services, does not comply with a specified time limit, or is negligent in the performance of the Services, and, if asked to rectify the situation, does not do so within the time limit specified by Logical Solutions (2020) Ltd in writing;
- (b) commits any act or is subject to any proceeding, which, in Logical Solutions (2020) Ltd's reasonable opinion, has brought or may bring Logical Solutions (2020) Ltd into disrepute;
- (c) is subject to any form of solvency administration including bankruptcy, receivership or liquidation; or

- (d) fails to pay any taxes or levies in full and on time or is the subject of any investigation or proceeding undertaken by the Inland Revenue Department.

14. CONFLICT OF INTEREST

The Contractor will not, without Logical Solutions (2020) Ltd's prior written consent, provide services to any other person or entity or be involved or interested in any employment, activity or business where that conflicts or may conflict with the interests of Logical Solutions (2020) Ltd or interferes or may interfere with the Contractor's ability to perform the Services.

15. NON-SOLICITATION

While you are contracted by us and for a period of 24 months after your contract ends, you must not:

- a. Solicit, canvas or entice or attempt to solicit or entice any of our customers away from us.
- b. Form a direct contractual relationship with any of our customers. (our customers is defined as any previous work carried out for)
- c. Whether on your own account or on account of any other person, solicit or entice or attempt to solicit or entice away from us any of our employees, officers or contractors, whether or not such a person would commit any breach of contract by reason of ending his or her employment or contractual relationship with us.

16. CONFIDENTIAL INFORMATION AND PROPERTY

The terms of this contract shall remain confidential to the parties.

In the course of this contract, it is acknowledged that the Contractor may acquire confidential information relating to Logical Solutions (2020) Ltd. The Contractor shall keep this confidential information strictly confidential at all times including both during and after the termination of this contract. The Contractor agrees never to use the information or attempt to use it for its own personal gain or the gain of any other person.

The Contractor acknowledges that any work and intellectual property created or arising during the term of this contract is and shall remain the exclusive property of Logical Solutions (2020) Ltd. Logical Solutions (2020) Ltd shall be entitled to any copyright, merchandising, or other proprietary rights in or arising from such work.

Upon termination of this contract, or upon request, the Contractor will promptly deliver to Logical Solutions (2020) Ltd all Logical Solutions (2020) Ltd property and all documents, records or papers in the Contractor's possession or under the Contractor's control, including any copies or electronic versions, which relate in any way to the business or affairs of Logical Solutions (2020) Ltd.

To avoid doubt, the obligations in this clause will continue to apply after the Term, and regardless of any dispute.

17. INDEMNITY

The Contractor will keep Logical Solutions (2020) Ltd indemnified against any loss, expense, damages or compensation which Logical Solutions (2020) Ltd incurs or is required to pay (including without limitation any legal fees or the amount paid by way of settlement) in relation to any claim which is threatened, notified or commenced against Logical Solutions (2020) Ltd and which arises directly or indirectly out of any wilful or negligent act or omission of the Contractor in the course of performing the Services. This indemnity will continue to apply after the termination of this contract.

18. DISPUTE RESOLUTION

If a dispute arises, the parties will meet in good faith to try and resolve the dispute informally.

If the dispute has not been resolved within 14 days after the dispute has been notified by a party in writing, either party may give the other written notice requiring the parties to try and resolve the dispute at mediation. The parties will agree on a mediator or, if an agreement cannot be reached within seven days after notice has been given, a mediator will be appointed by LEADR New Zealand Incorporated (Lawyers Engaged in Alternative Dispute Resolution). Unless the parties agree otherwise, the mediation will take place within 21 days after a mediator has been appointed and the costs of the mediation, excluding the parties' costs, will be shared equally.

If the parties do not resolve their dispute at mediation, they may agree in writing to resolve their dispute by arbitration before a single arbitrator. In that event:

- (a) the arbitrator will be appointed by agreement or, failing agreement within seven days after the parties have agreed to arbitration, by LEADR New Zealand Incorporated;
- (b) the costs of arbitration, excluding the parties' costs, will be shared equally, unless the arbitrator determines otherwise;
- (c) the Second Schedule to the Arbitration Act 1996 will not apply; and
- (d) the arbitrator will determine the place and procedure for the arbitration.

The parties agree that the existence of any dispute between them and the information relating to any dispute will, subject to this contract, remain strictly confidential.

19. ENTIRE AGREEMENT OF THE PARTIES

It is agreed by both parties that this contract constitutes the entire agreement between the parties and replaces any previous agreements and understandings.

Any variation of this contract must be agreed and signed by both parties in writing.

SCHEDULE A: SERVICES TO BE PROVIDED

- Technology services as prescribed or directed
- Services individually set out in agreements

SCHEDULE B: REMUNERATION SCHEDULE

Payment for services is based on the presentation of invoices to the Logical Solutions accounting department. Recompense for the purchase of agreed hardware will be made within days of invoice. Invoices are due at the completion of the agreed work or signed contract from the customer.

The standard payment for contract work is to be normal NZ business terms of the 20th of the month following the production of the invoice. The date of the presented invoice is considered the date that the Logical Solutions account department receives the invoice. These terms can be negotiated prior to the contract commencement and must be renegotiated for each contract. These negotiations must be in writing and signed off by Logical Solutions (2020) Ltd.

Invoice presentation by a contractor is to be made on the completion of the contractor's work for the contract being invoice unless prior negotiated and signed off by both parties.

Unless prior agreed, invoices are to be presented at the completion of the prescribed work once the customer sign-off for the work is achievable.

Payments that are made of a commission structure that;

1. The customer re-negs on the agreed term
2. Fails to follow through and complete the contract
3. In Error for whatever reason
4. Customer fails to pay the outstanding invoice

Can be re-clawed from the contractor within a 12-month period.

If the contractor invoice includes a GST component, then a full GST invoice is required which includes an active NZ GST number.