

Teleworker Contract

The following document outlines the terms and conditions binding on the Teleworker (hereafter referred to as TW) and Outbound Services P/L (hereafter referred to as OS) for the operation of various telephone services in Australia.

It is particularly concerned with telephone assignments done on behalf of Outbound Services from the premises of the Teleworker and forms the basis of a commercial agreement.

Scope of the Contract

This contract involves all assignments given to the TW from OS for completion by the TW. Those assignments are expected to be done from the TW premises using the TW equipment.

Status of the Teleworker

The TW is deemed a casual employee of OS. The TW assures OS that they are over the age of eighteen (18) and have the necessary work permits and visa to allow them to work in Australia. The relationship between the TW and OS is defined by this teleworker contract.

Fees and Remunerations

OS agrees to pay the TW for work done on each assignment on the basis of fees for service, the amount of these fees can be varied dependant on the particular assignment. The TW agrees that the amount paid will be but may not be exclusively determined by the Outbound4 telemarketing program that will be provided to the TW. OS reserves the right to withhold payment if the TW breaches the terms and conditions of the Teleworker contract in any way.

The TW agrees that payment for work done is paid monthly and that a minimum of \$150.00 must be earned for ANY payment to be made. Should the TW not earn at least \$150.00 in any particular month the amount may be paid or accumulated until the minimum payment amount is reached.

The TW agrees that there may be from time to time separate agreements sought between the TW and OS concerning minimum work requirements and remuneration for work, and that emails and other electronic communications from and to those electronic addresses and numbers nominated by the TW and OS will be deemed as evidence that the conditions were agreed to by both parties.

Fees and Remunerations continued

The TW agrees that Superannuation is applicable as per the conditions set out by the Australian Commonwealth Government for work done by the TW, however the minimum requirement to qualify for a Superannuation payment to be paid by OS is that the worker earns more than \$4000 per year or over \$1300 in any three month period. OS also agrees that its pay rate will always be more than 10% higher than the minimum amount required for this work as determined by the relevant Australian Commonwealth Government Award Rate.

The TW agrees that it is their responsibility to notify OS as to their fund choice. Failing that notification OS will pay any owed Superannuation monies into an approved Australian Superannuation Fund selected by OS and that fund will in due course notify the TW of the amount invested and details of the fund.

Telephone Costs and Account Restrictions

It is a requirement of employment that the telephone line used is a Telstra line, it is also important that line is NOT pre-selected or selected to any other carrier. For the system to work properly OS will register this line with its carrier or carriers and agrees to ensure that no charges are assigned to the TW's Telstra bill for work done on any assignment. Please note that once fully registered as an employee, if you decide to sign up with another carrier apart from Telstra for local, interstate, intrastate or international calls you may become liable for the cost of calls done.

OS will guarantee that you will never receive a charge for our calls on a Telstra account, in the event of this happening at any time, we will promptly re-imburse you this amount.

OS reserves the right to charge the TW for any calls made on our system that are private calls. Calls made to your isp to connect your computer to the internet are considered private calls and are not re-imbursed, you are not required to be connected to the internet while working for OS.

OS recommends that the TW obtain a separate Telstra line as this line can be claimed as a full tax deduction, and avoids the intermingling of private and business calls. A separate Telstra line is not needed to commence work but it is advisable in the long term.

Data and Program Ownership

OS supplies the Outbound4 computer program for the operation of the Outbound Services system and any other future project done by TW for OS.

The program cannot be duplicated or distributed to any other party. The data supplied and programs given remain the sole property of OS and are only used by TW with the express permission of OS which can be rescinded at any time.

The TW agrees and accepts responsibility for any breach of these conditions found to have been contributed by them. The TW agrees to do all that can be done to ensure the confidentiality and integrity of the program and data collected.

The data collected by the TW on behalf of OS becomes the sole property of OS and its use is bound by the confidentiality's and trust placed in OS by the original owner of the information, and therefore use of the data by the TW in any other way than that allowed by OS is in breach of this contract.

Confidentiality

Confidentiality is expected by all parties concerned. The TW will not divulge any information regarding the programs being used, and the information cannot be copied or given to any other party without the express written permission of OS.

All information gathered by the TW is not to be used by the TW on any occasion for private use. The information that is gathered becomes the property of OS and the related client for whom the information was gathered and only for the purpose for which it was obtained

Agencies and Broker Agreement

The TW can not use the data and/or programs owned by OS to perform assignments for any other party. The TW must inform OS of any assignments in existence or contracts made which could result in a conflict of interest with the assignments. No promotion or sales work can be done by the TW to the contacts given by OS without the written permission of OS.

Brokerages or Agency agreements between the TW and any other entity conducting business in the industries concerned is not allowed. Contact by the TW to the wholesalers or suppliers in the industries concerned is not necessary and would be considered a breach of this contract. All correspondence and contact must be referred to OS

Occupational Health and Safety

OS is not responsible for any damage or problems occurring to the equipment and/or premises of the TW resulting from the operation of the telemarketing system. The TW uses the program at their own risk. No liability is accepted by OS for any injury or damage occurring at the TW premises.

Territory Allocations

OS will issue database information and instructions on who to call and what to say, The TW is expected to complete the assignments according to the instructions issued with each assignment.

OS reserves the right to re-issue and rescind those territories at any time. The TW gains no proprietorship of the system or part there of, while under this contract. OS reserves complete control over the system and information acquired by the system.

Signatures

This contract is valid for all assignments done by the undersigned on behalf of Outbound Services P/L for the period of 1st January 2010 to 31st December 2010.

I (full name).....

of (address).....

Signed:.....

Date:

Witnessed by:.....

Date:.....

Please send the signed and completed contract to along with an appropriately completed Australian Government Taxation Office —Tax File Declaration“ Form number NAT 3092* or equivalent as soon as possible to

Personnel Manager
Outbound Services Pty Ltd
343 Sunrise Road
Doonan QLD 4562

*This NAT 3092 form is available from your local newsagent , online at the ATO website or via any Australian Taxation Office.