

# The Giant Trust Group ATF Express Contracting Services T/A Golden Brown Cleaning Supplies & Machinery – Terms & Conditions of Trade

<b>1. Definitions</b>	11.5	In the event that:
1.1 "Seller" shall mean The Giant Trust Group ATF Express Contracting Services T/A Golden Brown Cleaning Supplies & Machinery and its successors and assigns.	(a)	any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due; or
1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.	(b)	the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer on a principal debtor basis.	(c)	a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer;
1.4 "Services" shall mean all services supplied by the Seller to the Customer and includes any advice or recommendations.		then without prejudice to the Seller's other remedies at law
1.5 "Price" shall mean the cost of the Services as agreed between the Seller and the Customer subject to clause 4 of this contract.	(i)	the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and
	(ii)	all amounts owing to the Seller shall, whether or not due for payment, immediately become payable.
<b>2. Acceptance</b>	<b>12. Title</b>	
2.1 Any instructions received by the Seller from the Customer for the supply of Services and/or the Customer's acceptance Services supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.	12.1	It is the intention of the seller and agreed by the Customer that property in the Services shall not pass until the Customer has paid all amounts owing for the particular Services.
2.2 Where more than one Customer has entered into this agreement, the Customer's shall be jointly and severally liable for all payments of the Price.	12.2	It is further agreed that:
2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.	(a)	Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership of rights in respect of the Services shall continue.
2.4 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.	(b)	The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Customer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.
2.5 The Customer undertakes to give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice).	<b>13. Security And Charge</b>	
<b>3. Services</b>	13.1	Notwithstanding anything to the contrary contained herein or any other rights which the Seller may have whatsoever:
3.1 The Services are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Seller to the Customer.	(a)	Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
<b>4. Price And Payment</b>	(b)	Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
4.1 At the Seller's sole discretion:	(c)	To give effect to the provisions of clause 13.1 (a) and (b)] inclusive hereof the Customer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Customer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Customer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Customer's and/or Guarantor's name as may be necessary to secure the said Customer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.
4.2 Any variation from the plan of scheduled works or specifications will be charged for on the basis of the Seller's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.	<b>14. Cancellation</b>	
4.3 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on completion of the Services.	14.1	The Seller may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
4.4 The Seller may withhold delivery of the Services until the Customer has paid for them, in which event payment shall be made before the commencement date.	14.2	At the Seller's sole discretion the Customer may cancel delivery of Services. In the event that the Customer cancels delivery of Goods Services the Customer shall be liable for any costs incurred by the Seller up to the time of cancellation.
4.5 At the Seller's sole discretion, for certain approved Customers payment will be due twenty eight (28) days following the date of the invoice.	<b>15. Privacy Act 1988</b>	
4.6 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Customer and the Seller.	15.1	The Customer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Seller.
4.7 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.	15.2	The Customer and/or the Guarantor/s agree that the Seller may exchange information about Customer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
<b>5. Delivery Of Services</b>	(a)	To assess an application by Customer;
5.1 Delivery of the Services shall be made to the Customer's nominated address. The Customer shall make all arrangements necessary to take delivery of the Services whenever they are tendered for delivery.	(b)	To notify other credit providers of a default by the Customer;
5.2 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.	(c)	To exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and
5.3 The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Services (or any of them) promptly or at all.	(d)	To assess the credit worthiness of Customer and/or Guarantor/s.
<b>6. Risk</b>	15.3	The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
6.1 If the Seller retains property in the Services nonetheless, all risk for the Services passes to the Customer on delivery.	15.4	The Customer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Customer and Seller or required by law from time to time:
<b>7. Errors and Omissions</b>	(a)	provision of Services;
7.1 The Customer shall inspect the Services on delivery and shall within two (2) days of delivery notify the Seller of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Customer shall afford the Seller an opportunity to inspect the Services within a reasonable time following delivery if the Customer believes the Services are defective in any way. If the Customer shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.	(b)	marketing of Services by the Seller, its agents or distributors in relation to the Services;
7.2 For defective Services, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability is limited to (at the Seller's discretion) replacing the Services provided that the Customer has complied with the provisions of clause 7.1.	(c)	analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services;
<b>8. Customer's Disclaimer</b>	(d)	processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and
8.1 The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Customer acknowledges that he buys the Services relying solely upon his own skill and judgement.	(e)	enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Services.
<b>9. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts</b>	15.5	The Seller may give, information about the Customer to a credit reporting agency for the following purposes:
9.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.	(a)	to obtain a consumer credit report about the Customer; and
<b>10. Intellectual Property</b>	(b)	allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
10.1 Where any designs or specifications have been supplied by the Customer for manufacture, by or to the order of the Seller then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Services shall not infringe the rights of any third party.	<b>16. General</b>	
<b>11. Default &amp; Consequences Of Default</b>	16.1	If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
11.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.	16.2	All Services supplied by the Seller are subject to the laws of Victoria and the Seller takes no responsibility for changes in the law which affect the Services supplied.
11.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.	16.3	The Seller shall be under no liability whatsoever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions.
11.3 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Services to the Customer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller exercised its rights under this clause.	16.4	In the event of any breach of this contract by the Seller the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Services.
11.4 If any account remains unpaid at the end of the second month after supply of the Services or services the following shall apply: An immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.	16.5	The Customer shall not set off against the Price amounts due from the Seller.
	16.6	The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
	16.7	The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the seller notifies the Customer of such change.
	16.8	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

# The Giant Trust Group ATF Express Contracting Services T/A Golden Brown Cleaning Services – Terms & Conditions of Trade

<b>1. Definitions</b>	11.5	In the event that:
1.1 "Seller" shall mean The Giant Trust Group ATF Express Contracting Services T/A Golden Brown Cleaning Services and its successors and assigns.	(a)	any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due; or
1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.	(b)	the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer on a principal debtor basis.	(c)	a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer;
1.4 "Services" shall mean all services supplied by the Seller to the Customer and includes any advice or recommendations.		then without prejudice to the Seller's other remedies at law
1.5 "Price" shall mean the cost of the Services as agreed between the Seller and the Customer subject to clause 4 of this contract.	(i)	the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and
	(ii)	all amounts owing to the Seller shall, whether or not due for payment, immediately become payable.
<b>2. Acceptance</b>	<b>12. Title</b>	
2.1 Any instructions received by the Seller from the Customer for the supply of Services and/or the Customer's acceptance Services supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.	12.1	It is the intention of the seller and agreed by the Customer that property in the Services shall not pass until the Customer has paid all amounts owing for the particular Services.
2.2 Where more than one Customer has entered into this agreement, the Customer's shall be jointly and severally liable for all payments of the Price.	12.2	It is further agreed that:
2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.	(a)	Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership of rights in respect of the Services shall continue.
2.4 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.	(b)	The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Customer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.
2.5 The Customer undertakes to give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice).	<b>13. Security And Charge</b>	
<b>3. Services</b>	13.1	Notwithstanding anything to the contrary contained herein or any other rights which the Seller may have whatsoever:
3.1 The Services are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Seller to the Customer.	(a)	Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
<b>4. Price And Payment</b>	(b)	Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
4.1 At the Seller's sole discretion:	(c)	To give effect to the provisions of clause 13.1 (a) and (b)] inclusive hereof the Customer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Customer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Customer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Customer's and/or Guarantor's name as may be necessary to secure the said Customer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.
4.2 Any variation from the plan of scheduled works or specifications will be charged for on the basis of the Seller's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.	<b>14. Cancellation</b>	
4.3 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on completion of the Services.	14.1	The Seller may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
4.4 The Seller may withhold delivery of the Services until the Customer has paid for them, in which event payment shall be made before the commencement date.	14.2	At the Seller's sole discretion the Customer may cancel delivery of Services. In the event that the Customer cancels delivery of Goods Services the Customer shall be liable for any costs incurred by the Seller up to the time of cancellation.
4.5 At the Seller's sole discretion, for certain approved Customers payment will be due twenty eight (28) days following the date of the invoice.	<b>15. Privacy Act 1988</b>	
4.6 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Customer and the Seller.	15.1	The Customer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Seller.
4.7 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.	15.2	The Customer and/or the Guarantor/s agree that the Seller may exchange information about Customer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
<b>5. Delivery Of Services</b>	(a)	To assess an application by Customer;
5.1 Delivery of the Services shall be made to the Customer's nominated address. The Customer shall make all arrangements necessary to take delivery of the Services whenever they are tendered for delivery.	(b)	To notify other credit providers of a default by the Customer;
5.2 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.	(c)	To exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and
5.3 The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Services (or any of them) promptly or at all.	(d)	To assess the credit worthiness of Customer and/or Guarantor/s.
<b>6. Risk</b>	15.3	The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
6.1 If the Seller retains property in the Services nonetheless, all risk for the Services passes to the Customer on delivery.	15.4	The Customer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Customer and Seller or required by law from time to time:
<b>7. Errors and Omissions</b>	(a)	provision of Services;
7.1 The Customer shall inspect the Services on delivery and shall within two (2) days of delivery notify the Seller of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Customer shall afford the Seller an opportunity to inspect the Services within a reasonable time following delivery if the Customer believes the Services are defective in any way. If the Customer shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.	(b)	marketing of Services by the Seller, its agents or distributors in relation to the Services;
7.2 For defective Services, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability is limited to (at the Seller's discretion) replacing the Services provided that the Customer has complied with the provisions of clause 7.1.	(c)	analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services;
<b>8. Customer's Disclaimer</b>	(d)	processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and
8.1 The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Customer acknowledges that he buys the Services relying solely upon his own skill and judgement.	(e)	enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Services.
<b>9. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts</b>	15.5	The Seller may give, information about the Customer to a credit reporting agency for the following purposes:
9.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.	(a)	to obtain a consumer credit report about the Customer; and
<b>10. Intellectual Property</b>	(b)	allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
10.1 Where any designs or specifications have been supplied by the Customer for manufacture, by or to the order of the Seller then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Services shall not infringe the rights of any third party.	<b>16. General</b>	
<b>11. Default &amp; Consequences Of Default</b>	16.1	If any provision of these terms and conditions shall be invalid, void or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
11.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.	16.2	All Services supplied by the Seller are subject to the laws of Victoria and the Seller takes no responsibility for changes in the law which affect the Services supplied.
11.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.	16.3	The Seller shall be under no liability whatsoever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions.
11.3 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Services to the Customer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller exercised its rights under this clause.	16.4	In the event of any breach of this contract by the Seller the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Services.
11.4 If any account remains unpaid at the end of the second month after supply of the Services or services the following shall apply: An immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.	16.5	The Customer shall not set off against the Price amounts due from the Seller.
	16.6	The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
	16.7	The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the seller notifies the Customer of such change.
	16.8	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
	<b>17. Ownership &amp; Title of Cleaning Service</b>	
	17.1	The Customer acknowledges and agrees that all rights, title and interest in any cleaning service & its employees and subcontractor will remain the exclusive property of the Golden Brown Cleaning Services. And customer has

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## The Giant Trust Group ATF Express Contracting Services T/A Golden Brown Cleaning Services – Terms & Conditions of Trade

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no right whatsoever and under any circumstance to hire any employees or subcontractors of the Express Contracting Services directly or indirectly as their employees or subcontractors of other contractor. Accordingly, the Golden Brown Cleaning Services employees and subcontractors specifically agrees and acknowledges that the Employee or Subcontractor will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks, trade names or becoming a customer employees or subcontractors directly or indirectly. In the event of the Customer being in breach of this Agreement, the Golden Brown Cleaning Services "GBCS" shall be entitled to terminate this Agreement and retain all payment received & demand for damage up to 3 years of total contract value charged during this period, in advance if contract terminated or breached due to hiring Express Contracting Services's employees or subcontractors directly or indirectly.

- 17.2 In the event that this Agreement is terminated in any manner whatsoever the Customer or any of its directors, employees, sub-contractors, agents or servants shall not in any manner whatsoever either directly or indirectly for itself, on behalf of, or through, or in conjunction or partnership with any third party up to 5 years of termination date of contract;
- A. Hire and acquire or attempt to Hire and acquire for its own benefit or the benefits of any other third party, hire any employees or subcontractors of the Express Contracting Services;
  - B. Accept any approach from any employees or subcontractors of the Express Contracting Services for which the Employees or subcontractors has acted to provide the contractual cleaning work;
  - C. Interfere or attempt to interfere with the relationship between the Express Contracting Services and any of its clients, directors, employees, subcontractors, contractors agents, servants, associates or any related companies;
  - D. Use or attempt to use for its own benefit or the benefit of any third party any employees or subcontractors of the Express Contracting Services;
  - E. Do or perform any act that can be damage to the Express Contracting Services's goodwill, confidential information or intellectual property.

- 17.3 The parties agree that each of the foregoing covenants constitutes an independent and separate restraint of this Agreement. If any of those covenants is or will become unreasonable or enforceable, that shall not affect validity and enforceability of other covenants imposed under this section, which remain binding on by the Customer.

### 18. Payment Penalties

- 18.1 In the event that the Customer does not comply with the rates, amounts, or payment dates provided in this Agreement, a late payment penalty will be charged as follows:
- Note: Delinquency penalties apply for late payment.
    1. Pay to be made in full in 20 days net from date of invoice.
    2. 31-60 days - 10% delinquency penalty on the outstanding amount and possible application of 'Stop Credit'.
    3. 61-90 days - 19% delinquency penalty on the outstanding amount with 'Stop Credit' and debt recovery action being taken together with possible refusal of further supply & service plus \$60.00 late payment fee (inc GST).
    4. Over 90 days - 19% delinquency penalty from date of purchase till date of payment made plus \$350.00 Admin & Legal Fee.

### 19. Severability

- 19.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

# Equipment Lease Agreement:



1. Introduction. Lease made in Melbourne on date item F1 of the schedule 10.3S Hire Booking Equipment between Golden Brown Cleaning Supplies & Machinery, with offices at 8/217 Mickleham Rd Tullamarine, Vic3043 (Lessor), and name appear in item C1 of the schedule 10.3S Hire Booking Equipment, with offices at address in item B1 and/or B2 of the schedule 10.3S Hire Booking Equipment (Lessee).
2. Description of Leased Equipment. Lessor leases to Lessee the Equipment described in item A1 of the schedule 10.3S Hire Booking Equipment annexed to this Lease and made a part of it.
3. Term of Lease. The term of this Lease is for numbers of years appear in item E1 of the schedule 10.3S Hire Booking Equipment commencing on date in item D1 of the schedule 10.3S Hire Booking Equipment and terminating on date in item D2 of the schedule 10.3S Hire Booking Equipment.
4. Extension of Term. The term of this Lease may be extended for an additional term of [3] years starting with the termination date set out in Paragraph 3 of this Lease and ending on date appear in item D3 of the schedule 10.3S Hire Booking Equipment, provided Lessee notifies Lessor of Lessee's intention to extend the term by registered or certified mail, return receipt requested, posted no later than [Three 3] months before the original term ends.
5. Rental. Lessee will pay Lessor the annual rental for each piece of Equipment set out in Schedule 10.3S, including all increases in the annual rental during the extended term of this Lease, which rental is also set out in Schedule 10.3S. The rent is to be paid in monthly instalments of amount dollars appear in item G1 of the schedule 10.3S Hire Booking Equipment each during the first year of the term and thereafter until the term ends, and, if the term is extended in accordance with Paragraph 4, in monthly instalments of 50% discount apply during the additional term. The first monthly payment is due on date or day appear in item H1 of the schedule 10.3S Hire Booking Equipment, and payments are due thereafter on the [H1] day of each month.
6. Assignment of Rights by Lessor to Lending Institution. Lessor, for the purpose of securing funds to purchase all or any part of the Equipment listed on Schedule 10.3S, may assign all of Lessor's right, title, and interest in and to all or any part of the Equipment to the [Bank]. Lessor may also assign to the "Loan Provider" [Bank] all right to all or any part of the monies due or to become due under this Lease. If any such assignment is made, Lessee will pay all sums assigned directly to the [Bank] upon receiving notice of the assignment.
7. Defenses, Setoffs, Claims Against Lessor's Assignee. In the event Lessor assigns all or any part of the monies due under this Lease to [Bank], [Bank's] right to receive those sums shall not be subject to any defense, setoff, or counterclaim that Lessee may have against Lessor but shall be subject to any defense Lessor or Lessee has against [Bank].
8. Ownership of Equipment. All the Equipment leased to Lessee and all equipment, attachments, accessories, and modifications placed on or made to the Equipment by Lessor or Lessee, as well as all repairs to the Equipment, are Lessor's property.
9. Indicia of Lessor's Ownership. Lessor may stencil or otherwise affix Lessor's name on all or any part of the Equipment together with language stating that the Equipment is owned by Lessor and leased to Lessee.
10. Title to Equipment Unencumbered. Lessor warrants that Lessor is the sole owner of the Equipment listed in Schedule 10.3S and that at the time of delivery to Lessee and during the term of this Lease and any extensions of the term the Equipment will be free of all liens and encumbrances except as permitted by Paragraph 6. Lessor also warrants that during the term of this Lease and any extension of the term Lessor will not sell, lease, assign, or dispose of the Equipment except as permitted by Paragraph 6 and will do nothing to interfere with Lessee's use and enjoyment of the Equipment.
11. Delivery of Equipment. All the Equipment listed on Schedule 10.3S shall be delivered to Lessee on or before [date; item D1 of the 10.3S Schedule Hire Booking Equipment] at [address; item B1 or B2 of the 10.3S Schedule Hire Booking Equipment]. Lessor shall not be liable for any losses Lessee may suffer by reason of late delivery. However, Lessee's obligation to pay rent for any piece of Equipment shall not start until Lessee receives delivery of that Equipment. Further, if any piece of Equipment is not received by [2 weeks], Lessee, at Lessee's option, may cancel this Lease insofar as it relates to that piece of Equipment.
12. Repairs to and Maintenance of Equipment. During the term of this Lease and any extension of the term, Lessee will maintain the Equipment and keep it in good repair at Lessee's sole expense, normal wear and tear and depreciation excepted.
13. Insurance. All risk of loss of the Equipment or damage to it shall be borne by Lessee. Lessee, at Lessee's sole expense, shall obtain insurance against loss or damage to the Equipment by reason of fire and by reason of the other risks included in the standard extended coverage provisions of casualty insurance in amounts agreeable to Lessor. The policies shall be issued by insurance companies qualified to do business in the state in which the Equipment is located. Losses, if any, shall be payable to Lessor. The insurance policies or satisfactory evidence of insurance shall be delivered to Lessor. Lessee's failure to obtain or maintain insurance shall constitute a default under this Lease, and, in such event, Lessor or [Bank], as Lessor's assignee, may obtain the insurance, and the cost of the insurance so obtained shall be additional rent, due and payable by Lessee on demand.
14. Damage to Equipment. Lessee's obligation to pay rent will continue even though all or part of the Equipment is damaged. Lessee, pursuant to Paragraph 12, shall repair or have the Equipment repaired. If the damage to the Equipment is covered by insurance carried by Lessee or Lessor pursuant to Paragraph 13 or if Lessor has any right to reimbursement for such damage by third parties, Lessor will assign Lessor's right to the proceeds of the policies or Lessor's rights against the third parties to reimburse Lessee for the cost of making the repairs.
15. Loss of Equipment. If the Equipment or any part of it is stolen, destroyed, or damaged beyond repair, Lessee will promptly pay the unpaid rental on such Equipment for the balance of the term of this Lease, exclusive of any extensions unless the term has been extended in accordance with Paragraph 4. Upon receipt of this payment by Lessor, Lessor will assign to Lessee Lessor's rights to the proceeds of any policies of insurance for such loss or Lessor's rights for reimbursement from third parties for such loss, up to the amount of the unpaid rental remitted by Lessee. Lessor shall also assign to Lessee all of Lessor's right, title, and interest in and to such Equipment. Insurance proceeds or reimbursements from third parties in excess of the amounts assigned to Lessee shall belong to Lessor.
16. Lessee to Hold Lessor Harmless From Damages and Claims Arising Out of Use of Equipment. Lessee will indemnify Lessor and hold Lessor harmless against any losses, damages, claims, or expenses arising out of Lessee's use and operation of the Equipment or out of defects in the Equipment. This provision will survive the termination of this Lease, regardless of the reason for termination.
17. Taxes, Assessments, Etc., on Equipment. Lessee will pay all taxes, fees, or assessments levied on or based upon rental payments, this Lease, or the Equipment except for sales taxes on the original purchase of the Equipment by Lessor and Lessor's franchise and income taxes.
18. Limitation on Lessee's Right to Assign, Lease, or Sublet Equipment. Lessee may not assign this Lease or sublet any of the leased Equipment without Lessor's consent in writing and upon such terms as Lessor shall require.



# Equipment Lease Agreement:



18. **Limitation on Lessee's Right to Assign, Lease, or Sublet Equipment.** Lessee may assign this Lease or sublet any of the leased Equipment to Lessee's wholly owned subsidiaries, but any such sublease shall be subject to the terms of this Lease. Lessee may not assign this Lease or sublet any of the leased Equipment to any other party without Lessor's express consent in writing, which consent shall not be unreasonably withheld. No assignment or sublease, whether to Lessee's wholly owned subsidiaries or to third parties, shall relieve Lessee of Lessee's obligations under this Lease.

19. **Events Constituting Lessee's Default.** The occurrence of any of the following events shall constitute a default of Lessee under this Lease:

- a. **Failure to Pay Rent.** Lessee's failure to pay any monthly instalment of rent within [30] days after the instalment becomes due;
- b. **Failure to Perform Other Obligations Under Lease.** Lessee's failure to perform one or more of Lessee's other obligations under this Lease within [30] days after Lessor notifies Lessee that Lessee is in default; or
- c. **Insolvency or Bankruptcy.** The filing of a petition of bankruptcy by or against Lessee; the appointment of a receiver or trustee for all or part of Lessee's property; the making of an assignment for the benefit of Lessee's creditors.

20. **Termination of Lease Upon Lessee's Default--Return of Equipment to Lessor.** Upon the occurrence of any of the events set out in Paragraph 19, Lessor, at Lessor's sole option and without further notice to Lessee, may declare this Lease terminated. Upon such termination, Lessee shall return all of the Equipment to Lessor, and all of Lessee's rights shall end. With or without process of law, Lessor or Lessor's agents may take possession of the Equipment wherever it may be found, whether on or off Lessee's premises. Once Lessor has taken possession of the Equipment, Lessor may deal with it as Lessor chooses. No disposition of the Equipment by Lessor shall affect Lessee's remaining obligations under this Lease. The return of the Equipment to Lessor shall be without prejudice to Lessor's right to recover Lessor's actual damages or loss of profits by reason of the termination of this Lease or, at Lessor's option and as liquidated damages, the unpaid rental on the Equipment for the balance of the term, exclusive of any extensions unless the term has been extended in accordance with Paragraph 4.

21. **Termination of Lease Upon Lessee's Default--Failure of Lessee to Return Equipment.** If Lessee fails to return the Equipment to Lessor as provided in Paragraph 20, Lessee shall pay to Lessor: (a) the unpaid rental on the Equipment not returned for the balance of the term of this Lease, exclusive of any extensions unless the term has been extended in accordance with Paragraph 4, or (b) the cost of the equipment less depreciation (using the [method of depreciation]), whichever is greater. This payment by Lessee shall be without prejudice to Lessor's right to recover Lessor's actual damages or loss of profits and to take possession of the Equipment wherever it may be found.

22. **Events Constituting Lessor's Default.** The occurrence of either of the following events shall constitute a default of Lessor under this Lease:

- a. **Failure to Perform Obligations Under Lease.** Lessor's failure to perform one or more of Lessor's obligations under this Lease within [30] days after Lessee notifies Lessor that Lessor is in default; or
- b. **Insolvency or Bankruptcy.** The filing of a petition of bankruptcy by or against Lessor; the appointment of a receiver or trustee for all or part of Lessor's property; the making of an assignment for the benefit of Lessor's creditors.

23. **Termination of Lease Upon Lessor's Default.** Upon the occurrence of any of the events set out in Paragraph 22, Lessee, at Lessee's sole option and without further notice to Lessor, may declare this Lease terminated. If Lessee terminates this Agreement, Lessee will pay to Lessor the unpaid rental on the Equipment for the balance of the term of this Lease, exclusive of any extensions, unless the term has been extended in accordance with Paragraph 4. Upon such payment, the Equipment will become Lessee's property, and Lessor will execute all documents reasonably required to transfer ownership to Lessee. This shall be without prejudice to Lessee's right to recover Lessee's actual damages by reason of Lessor's default.

24. **Notices.** All notices required by this Lease shall be sent by registered or certified mail, return receipt requested, addressed to the party to be notified at the address set out in this Lease, or at such other address as that party may have given the other in writing. Notice shall be deemed given when posted.

25. **Termination of Lease.** Upon the end of the term of this Lease or at the end of any extension of the term of this Lease, provided neither party is in default, Lessee shall deliver possession of the Equipment to Lessor at [8/217 Mickleham Rd Tullamarine, Vic 3043] or such other address as may be reasonable and of which Lessor notifies Lessee no later than [3] months before the term or any extension of the term ends.

26. **Rights of Lessor's Assignee.** If Lessor makes an assignment to [Bank] in accordance with Paragraph 6, [Bank] shall have all of Lessor's rights under this Lease including, without limitation, the right to terminate this Lease upon Lessee's default and exercise all of Lessor's rights upon such termination.

27. **Separability.** The illegality or invalidity of any provision of this Lease shall not affect the validity of the balance of this Lease.

28. **Applicable Law.** The laws of [state] shall be applied in construing this Lease regardless of where it is executed or where the Equipment that is the subject matter of this Lease is located.

29. **Lease of Dispensers & Chemical Fluid Control Products Condition;** Lessee shall order the cleaning products, disposable products, chemicals & powder only from Golden Brown Cleaning Supplies & Machinery during term of contract and thereafter extended term of contract and if this part of contract breached by lessee then contract shall terminated and lessor entitle to received the damage & lessee shall pay full amount of product cost and installation to lessor plus any out standing payment amount are due. IN WITNESS WHEREOF, the parties have signed this Lease on the date set forth above.



1. **REUTALS:** 1.1 This Agreement is made BETWEEN a Golden Brown Cleaning Services (hereafter referred to as "the GBCS") of the one part AND: The party, person or Company whose name and address appears in the 1.0P Apply 0 New Position or item 2 of the 2.2E Job Specification or 3.0P Contract Job offer or item 2 & 2.1 of the 1.0S & 1.0P Contract Schedule hereafter referred to as "the Employee and/or Subcontractor and/or Contractor" or "the Emp / Sub / Con" of other part upon the terms and conditions laid out in this agreement. A. The Golden Brown Cleaning Service (GBCS) operates the Business, Marketing, Advertising, Staff Training, Communication, Product Store facility, Delivery, Vehicle & Equipment Hire & Lease, Equipment Repairs of the business and providing professional cleaning services to domestic, commercial & industry and generally. B. The GBCS has agreements with the owners or occupants of premises ("the clients") for the cleaning of the premises ("9.1E Service (Quotation)") C. The GBCS has agreed to make available job and the Emp/Sub/Con has agreed to perform (as an independent contractor) contractual cleaning work for the term specify and decide only by GBCS Manager. The GBCS reserves the right to cancel the contract job without any further notice. E. The parties agree that their relationship shall be governed by the provisions of this Agreement. 2. **RESIGNATORY:** The Employees shall give three weeks notice and Subcontractor or Contractor shall give one month notice in advance before terminating or resigning from the contract job & return all equipment, chemical, keys and belonging to GBCS head office physical address. Keys remain company property and should be returned immediately from time of notice. Failure to do so will be considered larceny and you will be exposed to legal action.

3. **ACCEPTANCE:** 3.1 Any instructions received by the GBCS or from the Customer for the supply of Services and/or the Customer's acceptance Services supplied by the GBCS shall constitute acceptance of the terms and conditions contained herein.

4. **RESPONSIBILITY:** 4.1 The Emp/Sub/Con shall be responsible for all the keys issued to the Emp/Sub/Con by the GBCS to carry out services under the contract. Should the Emp/Sub/Con fail to return any of the keys as issued, then the Emp/Sub/Con will be liable for the replacement of all locks and replacement keys resulting from such loss. The GBCS shall be entitled to replace the locks and keys and recover their loss from the Emp/Sub/Con. Emp/Sub/Con shall ensure that all electric lights, heating and cooling systems, other electrical appliances and all water taps are turned off immediately after use. The Emp/Sub/Con shall also ensure that all windows are shut and latched and internal office doors are closed and locked when leaving the premises and shall ensure that all entrances and access doors to the building are securely locked. Any damage cause by Emp/Sub/Con shall be liable and responsible for fixing or paying for the damage and report any damage ASAP to GBCS Head Office. Employees have to pay Insurance Access Fee plus \$350.00 Admin Fee. Subcontractor or Contractor shall use their own insurance to pay for Such as key lost, Property Damage & etc.

5. **FINE/PENALTY:** 5.1 GBCS reserves the right to deduct any wages/Invoice payment of Emp/Sub/Con if contract bridged in result of negligence and lack of performance from their payment, for more details of Fine Rate, please refer to items of 6.0E <EMPLOYEE FINE & PENALTY LIST, 6.4S <SUBCONTRACTOR OR CONTRACTOR FINE & PENALTY LIST, 5.4W <QUALITY INSPECTION WARNING ESSE (Fine Rate may change time to time without further notice, check Web Site for latest version). Any performance percentage rate of Emp/Sub/Con which mention in item 1.3 of the 1.0P & 1.0S Contract Schedule or 7.2P Sub Payment C & D, if not performed or covered by Emp/Sub/Con then shall be deducted from their payment by multiply to monthly earning up to maximum one year of cleaning works.

6. **CONDITIONS OF USE OF EFT & PAYMENTS:** 6.1 1) Method of payments made by GBCS will be by EFT. 2) Change to any of your details will be notified immediately to the GBCS by writing (Sign & Date). 3) The Emp/Sub/Con agrees to repay GBCS on demand any payments that have been incorrectly credited in error. GBCS reserves the right to set off any over payment amount against any future amounts owing. 4) GBCS reserves the right to terminate or suspend the EFT payment system and make payments by any other manner, which GBCS may determine from time to time. 6.2 The sub/Con shall issue invoices to the GBCS for the contractual cleaning work it performs during the month & GBCS will invoice clients on behalf of the Sub/Con the GBCS will pay the Sub/Con upon receipt of payment by that client. The GBCS will endeavor to assist in the recovery of any monies owed to the Sub/Con but will not be held liable for such monies if they are not paid because of late performance, damage, absent to perform work or any other reason by clients to release the payment.

7. **CONFIDENTIALITY AGREEMENT:** 7.1 "Confidential Information" any ideas, concepts, data, information or documents of any kind and in any form or medium relating to and concerning the business of the GBCS including, without limiting generality thereof, marketing systems, cleaning systems, client lists, client details, prices, costs, cleaning agreements, contractor lists & details, employee or contractor agreements, samples, advertising and promotional literature business affairs, security codes for access to client's premises and the premises of the GBCS. The technical data, Trade processes and trade secrets. 7.2 The GBCS or Client has or shall furnish to the Emp/Sub/Con certain confidential information and may further allow the GBCS the right to inspect the business of the Emp/Sub/Con and/or interview Employee, Subcontractor & Company employees or representatives all on the following conditions: A. The Emp/Sub/Con agrees to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, shall not be used for any other purpose or disclosed to any third party. B. No copies will be made or retained of any written information supplied. C. At the conclusion of our

discussions, or upon demand by the GBCS or Clients, all information, including written notes, Photographs, memoranda, or notes taken by Emp/Sub/Con shall be returned to GBCS immediately. D. This information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by the terms of this agreement.

8. **ACKNOWLEDGMENT BY THE EMP/SUB/CON:** 8.1 The Emp/Sub/Con irrevocably acknowledges and assures the GBCS that prior to having executed this Agreement he/she has: 8.2 Carefully read the provisions of this Agreement and has understood them; 8.3 Not relied on any statement, representation or warranty made by the GBCS or any of its staff other than set out herein; 8.4 Been advised by the GBCS to seek such independent advice with respect to any particular clause and/or condition, and/or section of this Agreement if he/she has not understood them; A. Understands and acknowledges that this Agreement constitutes a legal, valid and binding obligation of the Emp/Sub/Con enforceable in accordance with its terms by appropriate legal remedy.

9. **MODIFICATION AND SEVERANCE:** 9.1 Any modification or amendment to this Agreement shall be in writing signed by the parties hereto. Should any provision of this Agreement or the application thereof be held invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application thereof other than those provisions as to which it shall be held invalid or unenforceable shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

10. **ENTIRE AGREEMENT:** 10.1 This Agreement constitutes the full and complete understanding between the parties with respect to the subject matter of this Agreement there is no other oral understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions hereof or binding on the parties with respect to any of the matters to which these presents relate.

11. **CONTRACT FEES:** 11.1 The Sub/Con shall upon the execution of this agreement commence to pay an administration fee. This fee shall be based on a percentage of the Sub/Con's monthly gross earnings. The percentage value appears in item A.1 of the 1.0P & 1.0S Contract Schedule. The monthly administration fee shall be deducted from payment by the GBCS. 11.2 The contractor shall upon the execution of this agreement provide the GBCS with a monthly summary related to the contractual cleaning work provided to the clients by the Sub/Con for administration & charge fee purposes. 11.3 The parties agree that the fees payable by the Sub/Con to the GBCS are non-refundable.

12. **INDEPENDENT SUBCONTRACTOR:** 12.1 The Sub/Con agrees to be solely responsible for the performance of the contractual cleaning work and results of such performance and for any and all liabilities, claims or demands arising out of or in connection with the operation of the Sub/Con's business, for any and all liabilities, claims or demands for damages to property or for injury or death of any persons directly or indirectly resulting therefrom, and for any other liability, claim or demand of whatsoever nature arising out of or in connection with the Sub/Con's relations with the clients, its employees, sub-contractors, agents, servants or any other third party or because of any breach of this Agreement. The Sub/Con agrees to indemnify and save harmless the GBCS from any and all such liabilities, claims or demands, including legal fee. 12.2 The Sub/Con shall, at its own expense, take out public risk insurance to the value of five million dollars (\$5,000,000.00) in the joint names of the GBCS and the Sub/Con and shall comply with the provisions of the Accident Compensation (Work Cover Insurance) Act 1993 and pay any premium required to be paid with respect to employees of the Sub/Con. Evidence of such insurance shall be provided by the Sub/Con to the GBCS prior to the commencement date of this Agreement and compliance with the Accident Compensation (Work Cover Insurance) Act 1993 shall be provided by the Sub/Con to the GBCS upon request from time to time. 12.3 The Sub/Con agrees as a condition precedent to accepting and/or engaging in work provided by the GBCS that public risk insurance as described in clause (12.2) is current and valid. 12.4 The Sub/Con agrees as a condition precedent to accepting and/or engaging in work provided by the GBCS that public risk insurance as described in clause (12.2) is current and valid.

13. **OBLIGATIONS OF THE EMP/SUB/CON:** 13.1 The Emp/Sub/Con acknowledges and agrees that the GBCS has dedicated substantial time, effort, and resources to secure the (Quotation Service Order (2.2E Job Specification or 9.1E Service (Quotation) and to make available such 2.2E Job Specification or 9.1E Service (Quotation) for the benefit of the Emp/Sub/Con. The Emp/Sub/Con assures the GBCS and warrants that: A. The Emp/Sub/Con shall accept contractual cleaning work (as verified by a 2.2E Job Specification) offered by the GBCS to the Emp/Sub/Con under the terms and conditions of this Agreement and perform such contractual cleaning work in a good workmanlike manner to the satisfaction of the clients; C. The 2.2E Job Specification or 9.1E Service (Quotation) issued by the Emp/Sub/Con from the GBCS during & after the terms of this Agreement remain the exclusive property of the GBCS. 13.2 The Emp/Sub/Con understands and agrees that the GBCS may, from time to time, require a written report from the Emp/Sub/Con containing, without limiting generality thereof, the details of the client served, the amount invoiced to each client, Incident Report, Quality Inspection Report or any other information whatsoever in relation to the Emp/Sub/Con's business acquired under this agreement and that the Emp/Sub/Con shall prepare and submit such a report to the GBCS within two (2) days upon request made by the GBCS.

14. **DISPUTE RESOLUTION:** 14.1 Each party shall continue to perform their obligations under this Agreement not with standing the existence of a dispute or any proceedings under this section. 14.2 Without limiting the generality of the foregoing, the contractor shall be deemed to be

in breach of this Agreement if the Emp/Sub/Con or any of its directors, employees, sub-contractors, agents or servants: A. Fails to perform contractual cleaning work specified in item 15 of the 2.2E Job Specification in a proper work man like manner and to the satisfaction of the client named in said 2.2E Job Specification or in item 1.0S & 1.0P of the Contract Schedule; B. Diverts and acquires or attempts to divert and acquire in any manner whatsoever either directly or indirectly for its own benefit or the benefit of any other third party any business or client of the GBCS; C. Accepts in any manner whatsoever either directly or indirectly approach from any client of the GBCS for which the contractor acted to provide the contractual cleaning work; D. Interferes or attempts to use in any manner whatsoever either directly or indirectly with the relationship between the consultant and any of its clients, directors, employees, contractors, agents, servants, associates or any related companies; E. Uses or attempts to use in any manner whatsoever either directly or indirectly for its own benefit or the benefit of any third party any intellectual property or any confidential information relating to and concerning the business of the GBCS; F. Changes or attempts to change in any manner whatsoever directly or indirectly the terms and conditions specified in the 2.2E Job Specification & 1.0P & 1.0S Contract Schedule; G. Fails to make payments to the GBCS promptly

and in accordance with the terms and conditions of this Agreement; H. Does or performs any other act that can be injurious or prejudicial to the GBCS's goodwill, confidential information or intellectual property. 14.3 In the event of the Emp/Sub/Con being in breach of this Agreement, the GBCS shall be entitled to terminate this Agreement and retain all payment & demand for damage up to 9 years of contract value in advance if contract lost by Emp/Sub/Con directly or indirectly. The termination of the Agreement shall be without prejudice to any remedy or cause of action that the GBCS may have against Emp/Sub/Con for the recovery of any unpaid monies or for the recovery of any damage in connection therewith and/or any other payment recoverable pursuant to the terms hereof.

15. **TERMINATION OF AGREEMENT:** 15.1 Upon the terms of this Agreement, A. The Emp/Sub/Con shall have performed, observed and is not in default of any of the covenants contained in this Agreement; B. Acknowledges in writing that all clients supplied by the GBCS for whom work is being performed by the Emp/Sub/Con are clients of the GBCS; 15.2 In the event that this Agreement is terminated in any manner whatsoever the Emp/Sub/Con or any of its directors, employees, sub-contractors, agents or servants shall not in any manner whatsoever either directly or indirectly for itself, on behalf of, or through, or in conjunction or partnership with any third party: A. Divert and acquire or attempt to divert and acquire for its own benefit or the benefits of any other third party any business or client of the GBCS; B. Accept any approach from any client of the GBCS for which the Emp/Sub/Con has acted to provide the contractual cleaning work; C. Interfere or attempt to interfere with the relationship between the GBCS and any of its clients, directors, employees, contractors agents, servants, associates or any related companies; D. Use or attempt to use for its own benefit or the benefit of any third party any intellectual property or any confidential and secret information relating to and concerning the business of the GBCS; E. Do or perform any act that can be injurious or prejudicial to the GBCS's goodwill, confidential information or intellectual property. 15.3 The parties agree that each of the foregoing covenants constitutes an independent and separate restraint of this Agreement. If any of these covenants is or will become unreasonable or enforceable, that shall not affect validity and enforceability of other covenants imposed under this section, which remain binding on by the Emp/Sub/Con.

16. **CLEANING SUPPLIES:** 16.1 The Sub/Con shall upon the execution of ^ 2.2E Job Specification commence to pay a cleaning supplies cost. This cost shall be based on a percentage rate of the Sub/Con monthly gross earnings. The percentage value appears in item A.1 of the 1.0S & 1.0P Contract Schedule. The monthly supplies cost shall be deducted from payment by the GBCS if allocated percentage rate during the month, not purchased by Sub/Con.

17. **CONTRACTUAL CLEANING WORK**  
17.1 The consultant shall commence to supply contractual cleaning work to the contractor from the commencement date specified in item 4 of the 2.2E Job Specification. 17.2 The parties agree that the consultant shall make available for the benefit of the contractor contractual cleaning work to a value no less than the value which appears in item E. of the 1.0P Contract Schedule during the term of this Agreement. 17.3 The consultant shall use its best endeavours to provide contractual cleaning work to the contractor on a regular basis but the consultant makes no warranty that the actual weekly value of contractual cleaning work shall equal in each week the amount specified in item E. of the 1.0P Contract Schedule.

17.4 If GBCS is agree to invoice the customer directly by Subcontractor or Contractor from date specified only by GBCS Manager then add percentage rate that appears in item A.1 of the 1.0P & 1.0S Contract Schedule to monthly charge of contract then Contract Fee is calculated. And Contract Fee or Commission Fee should pay on or before the tenth (10) days of each calendar month for the preceding month during the term of this agreement or for as long as GBCS agree to continue the service with Sub/Con but will not be held liable for any payment that clients not paying any invoice because of late performance, damage or absent to perform work.

**Employee, Subcontractor & Contractor must read Employment Contracts and/or Contractor Agreement and/or General Terms & Conditions of Trade which form part of, and are intended to be read in conjunction with this ^ 3.1P Term & Condition & agree to abide by these condition.**