

MIROAGENCY

Miro Agency Terms of Business

TERMS BETWEEN Miro Agency (ABN 22 622 354 465) whose registered office is at Level11, 106 Oxford St Paddington, NSW 2021 Australia (hereinafter referred to as "the Company") AND the Client as hereinafter defined.

Invoicing and Financials:

1. The service and costs provided apply to the Client on the basis of information briefed into the Company by the Client.
2. The total costs for the supply of services will be advised to, and agreed by, the Client prior to the commencement of the work
3. No work will be carried out by THE COMPANY until an authorised purchase order (agreed and confirmed quote), letter or electronic mail of confirmation has been received from the Client.
4. For and requested services that fall outside the current quotation the Client will be provided with an additional quotation detailing costs. No such additional services will be carried out until an authorised purchase order (agreed and confirmed quote), letter or electronic mail of confirmation has been received from the Client.
5. The initial contract shall be for the start date and duration as detailed on the quotation as attached in Schedule 2.
6. The quotation of cost is valid only for the dates outlined within the document. Should the project dates change, THE COMPANY reserves the right to issue an updated quotation.
7. Acceptance by the Client of THE COMPANY's quotation is deemed to include acceptance of THE COMPANY's Terms of Business.
8. In the activation/event of a project being postponed, cancelled or significantly altered, which results in new recruitment of staff from original brief, including but not limited to:
 - Change of the date of a job
 - Change of an attire of the staff
 - Change of location (more than 100km's)
 - Change of gender of the staff

after confirmation, cancellation fees will be charged at the following rates:

Where cancellation takes place more than 48 hours before the date specified for the commencement of the Assignment, 50% of the value of the agreed Fees, together with all applicable GST thereon and 100% of all committed and uncancellable costs incurred by THE COMPANY.

Where cancellation takes place less than 48 hours before the date specified for the commencement of the assignment, 100% of the value of the agreed Fees, together with all applicable GST thereon and 100% of all committed and uncancellable costs incurred by THE COMPANY.

Any deposit paid shall not be refunded in any circumstances where cancellation takes place within 48 hours of the specified commencement date Unless otherwise previously agreed in writing by the Company the following payment terms set out in this clause 1 shall apply:

1. Standard invoicing occurs and is shown below;

- These terms apply unless agreed in advance. Any late payment of the sum outstanding on the invoice is subject to a rate of interest of 5% per annum.

ALL CLIENTS

Payment conditions:

- 50% Contract value will be invoiced on receipt of Client purchase order (agreed and confirmed quote)
 - Balance of contract value is payable in full within 7 days of commencement date of the activation/event unless otherwise stated
1. THE COMPANY reserves the right to instigate legal recovery proceedings for any payments still outstanding after a period of 30 days.
 2. All queries relating to THE COMPANY's invoices must be made in writing within 7 days of the date the invoice was raised.
 3. Any breach of payment shall entitle THE COMPANY to terminate, without prior notice, each and every activity concluded under these Terms of Business between the Client and THE COMPANY.
 4. In the event of cancellation or delay of the work due to circumstances caused by force majeure (for example industrial dispute or severe weather conditions), THE COMPANY cannot be held responsible for such delays or cancellations, and the Client will be liable for a 50% charge for the personnel element of the work including expenses together with any other contracted costs that THE COMPANY are unable to recover on the clients behalf, THE COMPANY will use its best endeavours to recover value on the clients behalf from such suppliers
 5. THE COMPANY reserves the right to use sub-contractors where necessary and undertakes to bind them by these Terms of Business.
 6. All personnel engaged by THE COMPANY to work on the Client's behalf should at all times be regarded as agents of THE COMPANY. The Client agrees not to approach them for either direct or indirect engagement of services within the lifetime of the agreement and for a period of twenty four months thereafter, unless approval is obtained in writing from THE COMPANY.
 7. THE COMPANY will take all reasonable and appropriate care of any items, products or documentation in its possession that are the ownership of the Client or their Clients or Suppliers, but cannot be held responsible for any reconciliation discrepancies without prior written agreement by both parties regarding control and auditing procedures.
 8. THE COMPANY warrants that suitable Public Liability Insurance is in place in respect of THE COMPANY employees and all promotional staff and that damage to any stock in store caused exclusively by a THE COMPANY employee would be considered an THE COMPANY liability. The Company reserves the right to charge an additional 1.95 per cent of costs payable hereunder in respect of any insurances effected by the Company in connection with any Assignment. Event, weather and motor insurance is not covered by this and can be taken out at the Clients cost if deemed necessary event by event.

In these terms the following phrases shall bear the following meanings:

The Client appoints the Company to provide or procure the Services in connection with and during the Assignment(s) upon the terms hereinafter appearing provided always that the Client shall as a condition precedent duly pay all sums reserved by these terms and duly observe and perform the provisions of these terms on the part of the Client. The Client hereby acknowledges that the Company shall not be liable for the suitability or otherwise of any venue event goods services Stock or Equipment or any other goods or services utilised in connection with the provision Services pursuant to these terms selected by or requested by the Client otherwise than upon the express written advice of the Company.

These terms shall constitute the entire agreement between the Company and the Client and shall apply to all agreements between the Company and the Client to the exclusion of all other terms including any

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terms which the Client may purport to impose under any Client purchase order or similar document. These terms shall be deemed accepted by the Client when the Client instructs the Company that it wishes to engage Applicants to fulfil an Assignment or that the Company shall otherwise provide or procure the provision of Services. Any variation to these terms must first be agreed in writing by the Company. Following any agreed variation between the Company and the Client the Company will provide a copy of the revised terms to the Client.

Nothing in these terms shall render the Applicant an employee, agent or partner of the Client and the Applicant shall not hold itself out as such.

1.1 The Client may not cancel any Assignment unless such cancellation takes place before commencement of the Assignment and with the written consent of the Company which the Company may in its absolute discretion withhold without ascribing any reason therefor. The Client will immediately thereafter pay to the Company (without prejudice to clause 1.4) an amount calculated as follows:

Where cancellation takes place more than 48 hours before the date specified for the commencement of the Assignment, 50% of the value of the agreed Fees.

Where cancellation takes place less than 48 hours before the date specified for the commencement of the assignment, 100% of the value of the agreed Fees.

Any deposit paid shall not be refunded in any circumstances where cancellation takes place within 48 hours of the specified commencement date

1.2 All Fees shall be paid to the Company without any deduction or legal or equitable set off whatsoever.

1.3 All costs and expenses incurred by the Company or for which there is a commitment on behalf of the Client together with relevant tax duty or impost thereon at any time and at all times shall be paid by the Client to the Company or as the Company shall otherwise direct on first demand at any time by the Company.

1.4 Without prejudice to the generality of the foregoing the Company reserves the right in its absolute discretion to require the payment of a deposit in such amount as the Company may specify where the Company has agreed to incur costs and expenses in connection with an Assignment on behalf of the Client

2. The Company reserves the right to charge the Client interest at the rate of 5% from time to time on the balance from time to time outstanding on all unpaid invoices from the due date to the date of payment.

3. The Client warrants to provide the Company with the following information in relation to the Assignment:

3.1 the nature of the Client's business;

3.2 the date on which the Client requires the Applicant to commence the Assignment and the duration or likely duration of the Assignment;

3.3 the position which the Client seeks to fill, including the type of work an Applicant in that position would be required to do;

3.4 the location of the work;

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3.5 the hours of work;

3.6 any known risks to health and safety from commencing the Assignment and any steps that the Client has taken to prevent or control the risk;

3.7 the experience, training, qualifications and any authorisation which the Client considers necessary, or which are required by law, or by any professional body, for a Applicant to possess in order to work on the Assignment; and

3.8 any expenses payable by or to the Applicant (eg. Travel expenses).

4. Prior to any Assignment commencing the Company will:

4.1 confirm the identity of the Applicant;

4.2 provided the Client has complied with Clause 3 of these terms, the Company will take all reasonable steps to ensure that the Applicant has the required experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or by any professional body to work in the position which the Client seeks to fill;

4.3 confirm that the Applicant is willing to work on the Assignment.

5. If the Client is unsatisfied with the Applicant, the Client must inform the Company of this in writing. The Client must set out the reasons why the Applicant is unsatisfactory. The Company will then terminate the Applicant's services for the Assignment forthwith and, where possible, provide a replacement Applicant to fulfill the Company's obligations under the Assignment.

6. The Company will extend any period of Assignment on no less favourable terms.

7. Introductions made by the Company are confidential and the benefit of any Introduction made to a Client shall not be capable of assignment. Should the Client refer any Applicant to any other person within the Client

8. The Client shall satisfy itself as to the medical history and health of the Applicant and shall be solely responsible for undertaking any medical examination and investigations which it may deem appropriate.

9. The Client hereby agrees undertakes and shall procure that neither the Client nor any principal of the Client with whom the Client has contracted to procure the Services of the Company pursuant to these terms shall directly or indirectly (either as principal or as agent) canvass or solicit any Applicant within the Transfer Period without paying the Transfer Fee. The Client hereby agrees, undertakes and shall procure that neither the Client nor any principal of the Client with whom the Client has contracted to procure the Services of the Company pursuant to these terms shall directly or indirectly (either as principal or as agent) canvass or solicit any Applicant from the end of the Transfer Period up to 24 months from the date the Applicant ceases to provide Services in connection with any Assignment.

10. Save as set out herein all terms, conditions and warranties (whether implied or made expressly) on the part of the Company its servants or agents relating to Client Intellectual Property and/or the quality and/or fitness for purpose of any Stock and Equipment or any other goods supplied pursuant to these terms are to the extent permissible by law excluded

11. Any liability on the part of the Company for breaches of any express or implied conditions and warranties on the part of the Company pursuant to these terms, for negligence, for breaches of statutory duty or otherwise arising in connection with the performance, purported performance or failure of the Company to perform pursuant to these terms is to the extent permissible by law excluded

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11.1 PROVIDED THAT nothing in these terms shall exclude or limit liability for personal injury including death, which results from negligence on the part of and for which the Company shall be found to be liable AND PROVIDED FURTHER THAT nothing contained herein shall affect the statutory rights of the Client where he deals as consumer.

12. All and any liabilities of the Company whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered or incurred by the Client are hereby excluded.

13. All and any liabilities of the Company to the Client howsoever and whenever arising as a result directly or indirectly from any negligent act or omission or misfeasance of any Applicant assigned to the Client by the Company and/or any other third party supplier of goods and/or services pursuant to these terms are hereby excluded.

14. Without prejudice to the generality of the foregoing, all and any claims arising pursuant to these terms must be notified to the Company as soon as reasonably practicable following the commencement of the relevant Assignment.

15. The Client will indemnify the Company from time to time and at all times keep the Company indemnified and pay repay indemnify or reimburse to the Company on demand as the case may be all costs claims losses liabilities demands insurance excesses or shortfalls proceedings or damages (including legal expenses) howsoever arising as a result of the Company agreeing to provide or procure the provision of any Services pursuant to these terms or as a result of any breach non observance or non performance of the warranties of the Client and the Client Obligations .

16. The Client acknowledges that no statement or representation which may previously have been made to it or anyone concerned on its behalf by or on behalf of the Company whether orally or in writing induced it to enter into this agreement with the Company and the Client acknowledges that any such statement or representations as aforesaid do not form part of any agreement between the Company and the Client pursuant to these terms.

17. Applicants shall not be required to provide services for more than eight hours per day to include 1 hour for lunch and two breaks of 15 minutes per day unless otherwise agreed between the Company and the Client and any hours so worked in excess of the aforesaid limits shall be charged at the hourly overtime rates then specified by the Company.

18. The Company shall not be liable to the Client for any failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control, provided that the Company promptly notifies the Client of the delay in writing. Should such circumstances of Force Majeure continue for a period of 1 month or more from the date of such written notice the Company may terminate any agreement in relation to Assignments not yet commenced or not yet completed and the Client shall immediately thereafter following such termination comply with the provisions of clause 1 of these terms

19. These terms are personal to the Client who may not assign sub contract or otherwise deal with them. The Company may assign subcontract charge or otherwise deal with the benefit of these terms in any way and the rights of the Company hereunder shall inure to the benefit of the successors in title and assigns of the Company.

20. If the Client shall enter into liquidation or bankruptcy or any arrangement with or for the benefit of its creditors or is in breach of its obligations hereunder the Company by notice in writing to the Client may terminate any agreement with the Client with immediate effect without prejudice to the rights of the Company which have accrued up to such date of termination.

21. All the provisions of these terms which are intended by their nature to survive the cancellation termination or expiry of any agreement between the Company and the Client relating to any

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Assignment governed by these terms shall continue in force following such cancellation termination or expiry for so long as may be required to give effect thereto.

22. While the restriction in clause 7 is considered reasonable by the Client and the Company in all the circumstances it is recognised that the restrictions of the nature in question may fail for unforeseen reasons and accordingly it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all circumstances for the protection of the interests of the Company and/or any subsidiary or associated company but would be valid if part of the wording thereof were deleted and or the periods (if any) thereof reduced in scope and/or the area and/or the range of activities thereby dealt with reduced in scope the said restriction shall apply with such modifications as may be necessary to make it valid and effective and any such modifications shall not thereby affect the validity of any other restriction contained in these terms.

23. If at any time any provisions of these terms is or becomes invalid illegal or unenforceable in any respect under any law the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

24. The Client warrants in each case as a continuing warranty as follows:

24.1 That it has all due authority required to enter into these presents without the concurrence of or infringement of the rights of any third party.

24.2 That all promotional material client pro forma

24.3 That all information supplied by the Client may be used in accordance with the Terms of Use

24.4 That the Client is or is duly authorised on behalf of the beneficial owner free from encumbrances of the intellectual property rights in all items of artwork logos, designs, symbols, emblems, insignia, fascia, slogans, copyrights, know-how, information, drawings, plans, advertising publicity and other identifying materials or information whatsoever in which intellectual property rights or rights in the nature of intellectual property rights may subsist supplied by or on behalf of the Client to the Company and/or otherwise utilised by the Company in connection with the Assignment (Client Intellectual Property);

24.5 That without warranty such rights of the Company in any copyright and other intellectual property rights of the Company in work arising from or created, produced or developed by the Company under or in the course of the relevant Assignment (if any)

24.6 That the Client hereby grants or procures the grant to the Company with full title guarantee such irrevocable royalty free licence and consent [and in the case of moral rights grants such waiver thereof] as the Company may require in order to:

Lawfully use the Client Intellectual Property and the Works for the purposes of carrying out and completing the Assignment.

Lawfully use the Client Intellectual Property and the Works at all times during and following determination of any agreement with the Client governed by these terms to publicise and market the goods and/or services of the Company.

24.7 That the Client is the beneficial owner free from encumbrances of all items of Stock and Equipment or any other goods supplied by or on behalf of the Client in connection with any Assignment and that such items are of reasonable quality and in good working order.

24.8 That unless otherwise agreed in writing, risk in all items of Stock and Equipment supplied by or on behalf of the Client shall remain with the Client.

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24.9 That the Company is duly authorised to disclose any information disclosed orally or in writing by the Client in connection with any Assignment (whether the information is confidential or not) to;

1. Customers or potential customers;
2. Employees of the Company;
3. Government agencies or other regulating authorities; insofar as is necessary either to carry out its duties in relation to any Assignment or to comply with the law.

25. The Client shall perform or procure the due observance and performance of these terms insofar as they relate to the Client using reasonable skill and care and having first obtained all required permissions consents and approvals and in compliance with all statutes statutory instruments orders and regulations made thereunder or deriving validity therefrom, all requirements of the local authority or any other competent authority and otherwise in compliance with any relevant codes of practice.

26. The Company and the Client shall deal with all items of Stock and Equipment as agreed between them from time to time in writing. Unless otherwise agreed in writing, the Client agrees to observe and perform all agreements for the hire leasing hire purchase or credit sale of Stock and Equipment supplied by the Company as if the Client were a party to such agreements in substitution to the Company on the date such agreements are made.

27. Any notice to be given hereunder shall be in writing and sent by pre paid recorded by the Company registered post or facsimile to the other party at the respective addresses appended to these terms. All changes of address are to be notified to the other party within 48 hours of the change and thereafter all notices to be given hereunder shall be sent to such last notified address.

28. The relationship of the Company and the Client shall be that of Independent Contractors.