

SERVICE AGREEMENT

MYKHAYLO YEVLAKHOV,

TRADING AS 100JOBSTODO ABN 89 179 738 690

("100jobstodo")

And

THE CLIENT

AS IDENTIFIED IN THE SCHEDULE

("CLIENT")

Item 1: Commencement Date

Item 2: Deposit Amount

Item 3: Deposit Payment Date

Item 4: End Date

Item 5: Client

Item 6: Services

Item 7: Payment Amount

Item 8: Payment Due Date

EXECUTION PAGE

EXECUTED as an Agreement on the Commencement Date.

BY 100JOBSTODO

SIGNED, SEALED AND DELIVERED BY MYKHAYLO YEVLAKHOV,

TRADING AS 100JOBSTODO ABN 89 179 738 690:

In the presence of:

Signature [Witness]

Signature

Name [Witness]

Name

If Client is a Company:

EXECUTED FOR AND ON BEHALF OF [Insert Client]

ACN [Insert ACN Number]

in accordance with section 127 of the Corporations Act 2001:

Signature of Director Signature of Director/Company Secretary

Name of Director (print) Name of Director/Company Secretary (print)

BY CLIENT

If Client is an Individual sole trader:

SIGNED, SEALED AND DELIVERED BY THE CLIENT [Insert Name] of [Insert Address of Client] trading as [Insert Business Name of Client] ABN [Insert ABN Of Client]:

In the presence of:

Signature [Witness] Signature

Name [Witness] Name

If Client is a partnership:

SIGNED, SEALED AND DELIVERED BY THE CLIENT [Insert Name of First Partner Client] of [Insert Address of First Partner Client] trading as [Insert Business Name of Client] ABN [Insert ABN Of Client]:

In the presence of:

Signature [Witness] Signature

Name [Witness]

Name

SIGNED, SEALED AND DELIVERED BY THE CLIENT [Insert Name of Second Partner Client] of [Insert Address of Second Partner Client] trading as [Insert Business Name of Client] ABN [Insert ABN Of Client]:

In the presence of:

Signature [Witness]

Signature

Name [Witness]

Name

[Add more execution clauses if more than 2 partners]

Руслан Александрович, [24.07.20 13:48]

[Переслано от 100jobstodo]

BETWEEN:

MYKHAYLO YEVLAKHOV,

TRADING AS 100JOBSTODO ABN 89 179 738 690

("100jobstodo")

AND

THE CLIENT

BACKGROUND:

A. 100jobstodo agrees to provide the Services to the Client in accordance with this Agreement.

B The Client agrees to pay for the Services in accordance with the Schedule of this Agreement.

GENERAL TERMS AND CONDITIONS OPERATIVE PART:

1. INTERPRETATION

1. In this Agreement unless the context requires otherwise:

(a) a reference to one gender includes a reference to all other genders;

(b) the singular includes the plural and vice versa;

(c) a reference to a Party that is a corporation includes a reference to all related corporations as that term is defined under the Corporations Act 2001 (Cth);

(d) headings to clauses are included for the sake of convenience only and do not affect the interpretation of the clauses to which they relate;

(e) references to any statute or statutory provision includes that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute;

(f) this Agreement binds each Party's legal personal representatives, successors and assigns;

(g) where a Party comprises two or more persons the rights and obligations of such persons pursuant to this Agreement will endure for the benefit of and bind all of them jointly and each of them severally;

(h) all amounts stated in this Agreement are amounts in Australian Dollars; and

(i) the Schedule forms part of this Agreement and is to be read together with the clauses stated herein.

1. In this Agreement, unless the context requires otherwise, the following expressions have the following meaning:

“Agreement” means this Service Agreement between 100jobstodo and the Client.

“Business Days” means Mondays to Fridays except for public holidays in the State of Victoria, Australia.

“Claim” means any claim including third-party claims.

“Client” means the person engaging 100jobstodo for the provision of Services as set out in Item 5 of the Schedule.

“Commencement Date” means the commencement date of this Agreement and, if set out in the Schedule, means the date that is set out in Item 1 of the Schedule as being the Commencement Date of this Agreement.

“Confidential Information” means all confidential information belonging to a Party and includes confidential computerized or electronic systems and processes, written materials, custom written guides, financial information, new ideas, strategies, product and service plans, unpublished works, marketing plans and studies, forecasts, computer programs, databases, computer codes, concepts and designs, records, technical specifications, product design, and any document that is marked as being confidential.

“Deposit Amount” means the deposit amount payable by the Client to 100jobstodo as set out in Item 2 of the Schedule.

“Deposit Payment Date” means the date that 100jobstodo requires the Deposit Payment Amount to be paid by the Client to 100jobstodo and means that date set out in Item 3 of the Schedule.

“End Date” means the date that this Agreement ends and, if set out in the Schedule, means the end date as set out in Item 4 of the Schedule.

“Force Majeure Event” means any event or circumstance or combination of events and circumstances which is beyond the control of 100jobstodo and is not a risk for which 100jobstodo is responsible for under this Agreement and cannot, or the effects of which cannot, be prevented, overcome or remedied by the exercise of a standard of care and diligence reasonably expected of 100jobstodo.

“GST Act” means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

“Goods and Services Tax” means any tax payable with respect to the GST Act.

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[Переслано от 100jobstodo]

“Materials” means any and all products and materials used by 100jobstodo in relation to the provision of the Services and including, but not limited to, any services provided by 100jobstodo for the benefit of the Client.

“Notice” means a written notice given in accordance with the provisions of this Agreement.

“Party” means a party to this Agreement.

“Payment Amount” means the amount required by 100jobstodo from the Client as consideration for the provision of the Services and includes and the amount if set out in Item 7 of the Schedule.

“Payment Due Date” means the date that any balance owing of the Payment Amount for the Service provided by 100jobstodo to the Client must be paid by the Client to 100jobstodo as set out in Item 8 of the Schedule or any other date as specified by 100jobstodo from time to time as set out in Item 8 of the Schedule.

“Penalty Interest” means that maximum amount of penalty interest as permitted by applicable legislation.

“Related Party” means subsidiaries, affiliates, contractors, officers, agents, partners, representatives, employees and Related Entity.

“Related Entity” has the same meaning as section 9 of the Corporations Act 2001 (Cth).

“Requested Information” means any information that 100jobstodo has requested from the Client in connection to providing the Services.

“Schedule” means the schedule to this Agreement.

“100jobstodo” means Mykhaylo Yevlakhov, trading as 100jobstodo ABN 89 179 738 690.

“Services” means the services as set out in Item 6 of the Schedule, and any service(s) provided by 100jobstodo for the benefit of the Client.

1. PAYMENT

1. The Client agrees to pay:

(a) the Payment Amount to 100jobstodo on the Payment Due Date as consideration for the Services; and

(b) any additional amount that may be required by the GST Act by the Payment Due Date and that additional amount must be paid as directed by 100jobstodo.

2. 100jobstodo agrees to provide the Services to the Client in accordance with this Agreement.

3. The Client must pay the Deposit Amount as directed by 100jobstodo and that Deposit Amount must be paid by the Deposit Payment Date.

4. Where the GST Act applies, Client acknowledges that the Payment Amount provided to the Client by 100jobstodo may be the amount exclusive of the Goods and Services Tax, in which case Goods and Services Tax remains payable by the Client.

2.5 The Payment Amount must be paid by way of direct bank deposit, electronic funds transfer, cash, credit card through PayPal, cheque, or any other method directed by 100jobstodo from time to time.

2.6 In the event of non-payment, the Client is liable for all legal costs incurred by 100jobstodo in recovering the debt together with interest.

2. REFUND AND CANCELLATION

3.1 No refund will be paid by 100jobstodo to the Client in relation to a gift voucher or any other circumstance reasonably considered by 100jobstodo so as not to warrant a refund as the circumstances could otherwise permit or allow.

3.2 The Client forfeits fifty per cent (50%) of the Payment Amount if the Client:

(a) cancels at any time the Services or any part of the Services set to be provided; and

(b) that cancellation was made within seventy-two (72) hours of that Service to be provided.

3.3 The Client agrees that the forfeited amount is the liquidated damage amount incurred by 100jobstodo arising from the Client's cancellation.

3. CONFIDENTIALITY

4.1 During the course of 100jobstodo's appointment, Confidential Information may come to either Parties' possession or control and all Confidential Information is totally confidential whether or not there is a statement to that effect attached to the information.

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[Переслано от 100jobstodo]

4.2 The Parties agree that during 100jobstodo's appointment and at all times after 100jobstodo's appointment has ended to use best endeavors to keep the Confidential Information confidential, unless otherwise required by law or court order to disclose such Confidential Information.

4.3 The Confidential Information will cease to be confidential if it becomes publicly known other than as a result of a breach of a confidentiality obligation or if that information is required to be disclosed by law.

4. 100JOBSTODO'S BEST ENDEAVOURS

100jobstodo warrants to the Client that it will exercise best endeavors as follows:

1. 100jobstodo will comply, conduct itself, act and perform the Services, at all times, in accordance with the local and Australian Commonwealth legislation, by-laws, orders and notices of all government, municipal and statutory authorities relating to the Services;

2. 100jobstodo will use best endeavors and comply with all appropriate professional standards when providing the Services to the Client; and

3. 100jobstodo agrees to comply and adhere to all applicable privacy legislation in so far as that legislation applies to this Agreement.

6. LIMITATION OF LIABILITY

6.1 The Parties agree that the following limitations apply to any liability imposed upon 100jobstodo:

- (a) 100jobstodo does not offer a “money back guarantee” for the Services, and 100jobstodo is not responsible for any non-achievement of results in respect of the Services to the extent that the Client is responsible for that non-achievement;
- (b) the entire risk as to the quality and the performance of the Services is with the Client;
- (c) Client agrees not to take any action whatsoever for any loss that the Client suffers caused by 100jobstodo ceasing or suspending the provision of any Services as a result of the Client not fulfilling any payment obligations under this Agreement;
- (d) 100jobstodo and 100jobstodo’s Related Party shall not be liable to the Client for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for damages to property, loss of profits or revenue, loss of data, goodwill, or any other tangible and intangible losses, even if 100jobstodo has been advised of the possibility of such damages arising;
- (e) The Client agrees that 100jobstodo and 100jobstodo’s Related Party are not liable for any loss or damage caused by the Client’s failure to reasonably review or inspect any items, goods or services disposed of by 100jobstodo, or 100jobstodo’s Related Party under this Agreement, including with respect to any loss or damage caused by negligence or fault;
- (f) 100jobstodo is engaged by the Client solely as an independent contractor. The Client shall not hold any third-party liable for any act, matter or thing done or to be done by 100jobstodo in relation to, or as a result of, the provision of the Services;
- (g) 100jobstodo may engage or employ others, to conduct the Services, as 100jobstodo sees fit from time to time;
- (h) Client agrees to release and indemnify 100jobstodo and 100jobstodo’s Related Party for any breach of this Agreement and the Client indemnifies 100jobstodo against all actions, proceedings, liabilities, claims damages, costs and expenses arising out of or in any way relating to that employment or engagement; and
- (i) 100jobstodo is not responsible or liable in respect of any damage, disposal, loss or breakage of any property belonging to the Client, however it arises, unless 100jobstodo agrees, acting fair and reasonably, to accept responsibility or liability in respect of that damage, loss or breakage.

1. To the fullest extent permissible under all applicable laws, legislation, by laws and regulations, the Client hereby agrees to release and fully indemnify 100jobstodo against all actions, claims and loss suffered, including in respect of any third-parties, in regard to the following:

(a) occupational health and safety, and personal injury;

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(b) obstructions that result in objects causing a person to suffer loss, harm or damage;

(c) accidental breakage or loss of the Client's belongings or property;

(d) any stealing, or theft, or alleged stealing, or theft, in respect of the Client's property or belongings;

(e) any conduct or omission that the Client is reasonably expected to be completed or conducted in respect of the Services;

(f) any failure of the Services to satisfy any particular standard, outcomes, goals, or timeliness; or

(g) any actual or perceived breach of privacy, or confidential information obligations imposed on 100jobstodo.

7. CLIENT WARRANTIES AND ACKNOWLEDGEMENTS

7.1 The Client warrants and acknowledges that:

(a) 100jobstodo is excluded from any liability to the Client, of any kind, in connection with to the Services howsoever arising, whether or not connected with this Agreement;

(b) any third-party engaged in connection with the Services is engaged directly by the Client and Client is fully liable to all things related to that third-party;

(b) the Client expressly warrants to 100jobstodo, to the full extent permitted by law, that all information provided by the Client is accurate and not misleading;

(c) the Client holds 100jobstodo harmless and indemnifies 100jobstodo against any loss, cost or expense resulting from the use and implementation of the Services provided by 100jobstodo;

(a) the Client is not entitled to a refund of any or all of the Payment Amount if the Client decides that the Client does not want the Service; and

(b) the Client is liable and wholly responsible for any damage to the reputation of 100jobstodo caused by any action or inaction done by the Client, including but not limited to any damage caused to 100jobstodo's reputation caused by the use or implementation of social media, or internet resources.

1. The Client agrees:

(a) to comply and adhere to all applicable privacy legislation in so far as that legislation applies to this Agreement, 100jobstodo, or any third parties;

(b) that 100jobstodo has the full legal right, power and entitlement to cancel any appointment and make any amendments reasonably required;

(c) that 100jobstodo owns all intellectual property rights in the material, ideas, concepts, or techniques that will be shared with the Client in delivery of services and Services;

(d) other than for Client's own personal and private use, the Client must not copy, reproduce or disclose 100jobstodo's material, ideas, concepts or techniques, without 100jobstodo's prior in writing; and

(e) to release and indemnify 100jobstodo in respect of any loss or claim, including any loss suffered or claim made by third parties, including but not limited to, a refusal by 100jobstodo to provide the Services, or any claim for payment or compensation made by a third-party.

8. INDEMNITIES

8.1 The Client must hold 100jobstodo harmless and indemnify 100jobstodo and 100jobstodo's Related Party from and against any Claims, actions, liabilities, damages, costs, charges or expenses 100jobstodo incurs or becomes liable to pay in respect of the subject matter of this Agreement, the Services, Confidential Information or any action taken by third-parties against either of the Parties in respect of the subject matter of this Agreement.

8.2 The Client agrees to release and indemnify 100jobstodo in respect of any outstanding payments to any third-party provided that any such payment is owed and incurred in connection with the Services.

9. NOTICES

9.1 Service of any Notice under or relating to this Agreement shall be successfully served if:

(a) delivered personally to the Client;

(b) left at or sent by pre-paid registered post to the address of the Client as set out in the Client's description in the first page of this Agreement, and if by posting, such Notice shall be deemed to have been duly served on the second day after such Notice has been posted; or

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[Переслано от 100jobstodo]

(c) emailed to the last known email address of the Client and, in the case of emailing, shall be deemed to have been duly served at the time such email transmission is sent.

9.2 A Notice must be served upon 100jobstodo by pre-paid registered post to 100jobstodo's physical office address or by email to 100jobstodo's current email address.

9.3 A Notice served upon 100jobstodo shall be deemed to have been duly served on the second day after such Notice has been posted or emailed to 100jobstodo.

10. TERMINATION

10.1 Either the Client or 100jobstodo may immediately terminate this Agreement if any of the following events occur:

(a) a receiver or manager, controller, administrator, liquidator, provisional liquidator, trustee, official manager or similar person under the laws of any jurisdiction is appointed to or exists in relation to either 100jobstodo or the Client;

(b) any action is taken by a competent authority with a view to striking the Client's name off any register of companies or businesses as the case may be;

(c) either the Client or 100jobstodo breaches a term of this Agreement and fails to remedy such breach within thirty (30) days of receiving written Notice from the other party requiring it to do so; or

(d) the Client, or any of its directors, become bankrupt or otherwise make application to become bankrupt.

10.2 100jobstodo may terminate or suspend this Agreement immediately upon providing written Notice to the Client if:

(a) the Client does, or fails to do as the case may be, anything that in the opinion of 100jobstodo may affect 100jobstodo's ability to perform its obligations, or exercise any rights, under this Agreement;

(b) a Force Majeure Event occurs and continues for more than one (1) month from the date of occurrence of such event;

(c) the Client cancels more than three (3) scheduled appointment dates or times that the Services were to be performed;

(d) the Client fails to perform or observe any of the terms of this Agreement and the Client fails to remedy such breach within five (5) business Days from receipt of a Notice from 100jobstodo to remedy that breach;

(e) any cheque drawn or endorsed by the Client fails for the purposes of this Agreement has been dishonored and the Client fails to honor such cheque within five (5) business days from 100jobstodo requesting for that defect to be remedied;

(f) the Client fails to provide Requested Information to 100jobstodo, as soon as possible after requested to do so by 100jobstodo, to enable 100jobstodo to commence or complete the Services; or

(g) the Client does not pay the Payment Amount in accordance with this Agreement, then 100jobstodo has the sole discretion to either cease or suspend providing the Services until Payment is received or terminate this Agreement.

10.3 The Client may terminate this Agreement prior to the End Date if 100jobstodo does not perform its obligations under this Agreement, and the Client has:

(a) given 100jobstodo Notice of the failure; and

(b) 100jobstodo has been afforded at least twenty-one (21) days from the date of receiving that Notice to rectify the failure to perform the obligations under this Agreement.

10.4 If this Agreement is validly terminated by 100jobstodo prior to the End Date, then the Client must immediately pay:

(a) 100jobstodo the balance of the Payment Amount; and

(b) any other Payment Amount owed by the Client to 100jobstodo under this Agreement.

10.5 Upon termination of this Agreement, 100jobstodo shall immediately cease to be liable to the Client in respect of any outstanding obligations regarding the Services

11. ASSIGNMENT

The Client shall not assign its interests under this Agreement without the consent in writing of 100jobstodo.

12. SEVERABILITY

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[Переслано от 100jobstodo]

12.1 If any clause or part of a clause of this Agreement is invalid, illegal, unlawful or otherwise being incapable of enforcement, that clause or part of that clause shall be deemed to be severed from this Agreement and of no force and effect.

12.2 Notwithstanding clause 12.1:

(a) all other clauses and parts of clauses of this Agreement shall prevail and remain in full force, be effective, be valid and fully enforceable; and

(b) no clause or part of a clause of this Agreement shall be construed to be dependent upon any other clause or part of a clause unless so expressed herein.

13. WAIVER

The failure by either Party at any time to enforce any of the provisions of this Agreement or any rights or to exercise any election in respect of this Agreement shall not be a waiver of such provisions rights or elections or affect the validity of this Agreement.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between 100jobstodo and the Client as to the subject matter and renders all previous communications and representations with respect to this Agreement invalid.

15. FURTHER ASSURANCE

Each party to this Agreement shall do, sign and execute all acts, deeds, documents and things as may be reasonably required by the other party to effectively carry out and give effect to the terms of this Agreement.

16. PROPER LAW

This Agreement shall be governed by and construed pursuant to the laws of Victoria, Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of Victoria, Australia in connection with any dispute or other matter relating to this Agreement.

17. FORCE MAJEURE

Neither Party will be held liable, will be or deemed to be in default of, or in breach of this Agreement, for failing to perform its obligations under this Agreement if the failure is substantially caused by a Force Majeure event. This clause does not excuse either Party from payment of monies due.

18. AMENDMENT

No amendment to this Agreement will be valid unless in writing and signed by both Parties in the same manner as that in which this Agreement has been executed.

19. AUSTRALIAN CONSUMER LAW

1. 100jobstodo goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, the Client is entitled:

(a) to cancel the Service Agreement with us; and

(b) to a refund for the unused portion, or to compensation for its reduced value.

2. The Client is also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, the Client is entitled to have the failure rectified in a reasonable time. If this is not done the Client is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. The Client is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.