

Freelancer Master Contractor Agreement with Pty Limited Company

Operative Provisions:

Contract:

This document sets out the Company's standard terms and conditions for the provision of Services by the Contractor which, together with the Call Sheet and each of the Appendices hereto and other schedules, appendices, addenda and attachments to any of these documents, sets out the specific terms applicable to each engagement of the Contractor by the Company (**Contract**).

Entire Agreement:

The Contract constitutes the entire contract between the Contractor and Gearhouse and supersedes and replaces any previous agreement between the parties that the Contractor and Gearhouse may have entered into relating to the provision of the Contractor's services to Gearhouse (which shall be deemed to have been terminated by mutual consent).

Appendices:

The following documents form part of the Contract, as amended from time to time:

- Appendix A – Call Sheet contents.
- Appendix B – Freelancer Names Roles and Rates
- Appendix C – Recipient Generated Tax Invoice Policy

1. Definitions

The following definitions apply to the entire contract including all Appendices:

- **"CA"** Copyright Act 1968 (Cth)
- **"Contract"** – includes this document, appendices and the final approved Call Sheet as accepted by Gearhouse and the Contractor.
- **"Call Sheet"** – means a written document (including an SMS (text) message or an email) offering the Contractor the opportunity to provide Services in respect of an Event and setting out the specific terms and allowances in respect of the Event, including those described in Appendix A. **"Equipment"** means the equipment required to provide the Services, whether supplied by Gearhouse or the Contractor;
- **"Event"** means an event or events in respect of which the Contractor will provide Services described in the Call Sheet;
- **"Freelancer"** means any employee or worker of the Contractor who performs the Services (or any part thereof) or any ancillary duty in accordance with this Contract and is the person referred to as the Key Freelancer at Appendix B;
- **"Group"** means the Company, its Related Bodies Corporate (as defined in s50 of the Corporations Act 2001 (Cth)) and its Associated Entities (as defined in s50AAA of the Corporations Act 2001 (Cth));
- **"Group Company"** means any member of the Group;
- **"GST"**:
 - has the same meaning as in the GST Law;
 - includes any other goods and services tax or any tax applying to this Agreement in a similar way; and
 - includes any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.
- **"GST Law"** has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999.
- **"Intellectual Property Rights"** patents, trade marks, rights in designs, get-up, trade, business or domain names, rights in goodwill and/or the right to sue for passing off,

copyright and related rights, moral rights, rights in computer software and databases (including database rights), rights in inventions, know-how, trade secrets and other confidential information; and any other intellectual property or similar proprietary rights in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or at any time in the future in any part of the world;

- **"Job Role Rate"** is the rate agreed for an individual Freelancer for a particular role set out in Appendix B, subject to any variation to that rate which applies to services carried out for a particular Client (which may include the terms set out in the applicable Customer Terms);
- **"Key Freelancer"** means the person referred to in Appendix B;
- **"Location"** is the location described in the Call Sheet and such other locations at which the Freelancer shall perform the Services, as the Client or Gearhouse may reasonably require, upon giving the Contractor reasonable prior notice (which may be in Australia or overseas);
- **"Products"** mean all scripts, records, reports, documents, papers, drawings, designs, transparencies, photographs, soundtrack, databases, recordings (audio and/or visual), graphics, logos, programming (or format rights in such programming), typographical arrangements, advertising, merchandising or promotional materials, software, and all other materials in whatever form prepared, produced or created by the Contractor or the Freelancer (whether jointly or alone) and whether wholly or partly in the course of the provision of the Services;
- **"Service Related Travel"** means travel required for the purpose of providing Services and comprises:
 - in respect of the out-bound journey, the travel from either the car park at the Gearhouse site from which the Freelancer is travelling if he/she is travelling in a group or arrival at the airport if the Freelancer is travelling alone ("Commencement Point") to the point that the Freelancer arrives at the Location; and
 - in respect of the return journey, means the travel from the Location to the Commencement Point and shall also include travel whilst the Freelancer is on Location direct from and to the hotel or other accommodation,
 - but, for clarity, does not include any other travel including travel from the Freelancers home to the Commencement Point or, on the return journey, from the Commencement Point to the Freelancer's home;
- **"Services"** means the provision by the Contractor and/or the Freelancer of the services described in the Call Sheet for the Event.
- **"Tax"** means income tax, GST or any other form of value added or consumption tax, employer superannuation guarantee contributions, arising in any jurisdiction and all levies, duties, charges or withholdings in the nature of taxation, together with all penalties, charges and interest; and
- **"Tax Invoice"** means a valid tax invoice issued in accordance with GST Law.

The words "include" and "including" in this contract shall be construed without limitation.

2. Engagement

Services

2.1 Gearhouse may engage the Services of the Contractor by issuing the Contractor with a Call Sheet which, once accepted by the Contractor, will create a binding agreement between Gearhouse and the Contractor which includes the terms of this Contract.

2.2 The Contractor may accept a Call Sheet by signing and returning it to the Gearhouse officer who issued the Call Sheet or by indicating its acceptance in a return email or SMS (text) message to the Gearhouse officer who issued the Call Sheet.

2.3 The Contractor must ensure that the Key Freelancer provides the Services and such other services as may be reasonably requested by Gearhouse in relation to the Event(s), subject to another Freelancer providing the Services in accordance with clause 2.12. Each offer by

Gearhouse to engage the Services of the Contractor for an Event which the Contractor accepts shall be treated as a separate and severable engagement.

2.4 The Contractor shall procure that each Freelancer:

(a) provides Services to Gearhouse for the Work Days at the Location required by Gearhouse and at the agreed Job Role Rate;

(b) agrees to work such hours in the day as are necessary to fulfil the Contractor's obligations under this Contract and acknowledge that the length of the Work Day is flexible as required by Gearhouse and the Client to perform the Services; and

(c) shall be paid at the agreed Job Role Rate which shall apply to the provision of Services on any day of the week and at any time of day. The Contractor acknowledges and agrees that the Job Role Rate includes all entitlements and allowances that may accrue to the Contractor or the Freelancer in his or her capacity as an employee of the Contractor including, but not limited to, overtime, public holidays and any employee entitlement such as annual leave, personal leave, long service leave or any other leave, and any superannuation guarantee levy.

Conditions to Engagement

2.5 The Contractor's engagement under the Contract is subject to and conditional upon:

(a) the Freelancer being legally entitled to work and perform the Services in the geographical location in which the Services are to be performed and if requested, providing evidence of the same;

(b) if requested by Gearhouse, delivery of such references which are considered satisfactory by Gearhouse in its absolute discretion;

(c) each Freelancer signing and returning to Gearhouse an undertaking in the form set out in Annexure A.

(d) the Contractor providing evidence of its insurance required under clause 7.6.

2.6 The Contractor must notify Gearhouse immediately if the Freelancer ceases to be entitled at any time during the duration of the engagement to work in the Location in which the Services are to be performed or to perform the Services (if requested providing evidence of the same).

Warranties

2.7 The Contractor warrants for the term of the Contract that:

(a) the Freelancer has the requisite expertise, experience, qualification and skill to perform the Services and to use the Equipment; and

(b) any Equipment provided by the Contractor in connection with the provision of the Services is fit for purpose, tested, maintained and in good repair and working order, and that such Equipment will be fully available for use at all times during the provision of the Services. Gearhouse reserves the right to cancel any requirement for the Contractor to provide Equipment at any time.

Contractor's Obligations

2.8 The Contractor must ensure that the Freelancer, at all times:

(a) provides the Services in accordance with the terms of this Contract to the highest professional standards, with due skill, care, and ability as required for the production of international broadcast quality and to a reasonable standard that is acceptable to the Client and/or Gearhouse (as determined by the Client and/or Gearhouse in its reasonable discretion), including, without limitation, in accordance with any applicable Customer Terms;

(b) performs the Services in a timely, efficient and professional manner and acts in good faith to Gearhouse and the Client;

- (c) if requested, provides Gearhouse with reports of its performance of the Services in the form and within the timeframes requested by Gearhouse;
- (d) complies with all applicable procedures and policies, workplace health and safety and security policies and procedures that apply in respect of each Location at which Services are provided including those of Gearhouse if applicable. The Contractor acknowledges that it may be refused entry to, or removed from, a Location (without fee) if it fails to comply with such requirements, policies and directions. The Contractor shall ensure that the Freelancer(s) attends all training, briefings and familiarises themselves with all Location safety instructions prior to commencement of any Services on Location and shall undertake any additional training reasonably requested by Gearhouse;
- (e) complies with the procedures and policies, from time to time in force at any studio, in respect of the Event(s) or at any premises where the Services are performed;
- (f) complies with all applicable laws and regulations, including all anti-bribery and anti-corruption laws and regulations, including, but not limited to, the Secret Commissions Act 1905 (Cth), anywhere in the world where the Services are provided;
- (g) complies with all betting and gambling restrictions from time to time imposed by any relevant body or authority, and shall not by any means wager anything of value on the outcome of an Event in respect of which the Contractor is providing Services;
- (h) complies with all applicable codes and guidelines of any applicable regulatory body or authority (including the Australian Broadcasting Authority);
- (i) does not incur any expenditure in the name of Gearhouse except with the prior authorisation of Gearhouse;
- (j) does not hold itself, or themselves out as having authority to bind Gearhouse; and
- (k) does not modify or alter in any way (whether indirectly or directly) any Equipment, software or operating system or facilities of the Client or Gearhouse without the prior consent of Gearhouse.

Public Statements

2.9 The Contractor must, and must ensure that each Freelancer:

- (a) does not make any statements in any media or in the industry or take any other action which in the reasonable opinion of the Client and/or Gearhouse causes the good reputation, integrity, goodwill, or good name of the Client, Gearhouse and/or any of the tournaments or Event(s) which form part of such series, to be harmed or otherwise affected detrimentally;
- (b) does not communicate with the press or media on any matters relating to Gearhouse or the Client or the Event unless the form of communication has been approved in advance by Gearhouse. All requests and enquiries received by the Contractor from the media should be immediately referred to Gearhouse; and
- (c) does not, during or after the engagement, directly or indirectly make any statement (either verbally or in writing) which is untrue, critical, disparaging or derogatory of the Event, Gearhouse or the Client or any of its or their officers, employees, talent, agents, or clients.

Dress Code

2.10 The Contractor must, and must ensure that each Freelancer, complies with any dress code specified by Gearhouse or Client and, if so required, must have and use at all times all necessary safety equipment including, high visibility vest, hard hat, safety harness and lanyard.

2.11 If the Client supplies specific clothing, or specifies clothing to be worn the Contractor must ensure that each Freelancer wears that clothing while they are providing relevant Services under the Agreement. To the extent that the Client does not specify that any particular clothing is to be worn by the Freelancer, the Contractor must ensure that each Freelancer wears appropriate and suitable clothing for a place of work.

Substitute Freelancer

2.12 With Gearhouse's prior written approval (not to be unreasonably withheld), the Contractor may appoint a suitably qualified and experienced substitute to perform the Services in the place of the Freelancer named in Appendix B of the Contract. Gearhouse may require any such substitute to provide written undertakings confirming that they will comply with the same obligations as those to which the Freelancer is subject, including those with regard to confidentiality, which will include the substitute Freelancer providing Gearhouse with an undertaking in the form set out in Annexure A. If Gearhouse accepts the substitute, the Contractor will continue to invoice Gearhouse in accordance with the terms of this Contract and the Contractor shall be responsible for the remuneration of (and expenses incurred by) the substitute. For the avoidance of doubt the Contractor will not be paid for any period during which neither the Freelancer nor any substitute provides the Services to Gearhouse.

3. Cancellation or Suspension

3.1 The Contractor acknowledges that Gearhouse does not and cannot guarantee the number of work days or hours detailed in the Call Sheet. Gearhouse may at any time change, reduce, postpone or cancel work days without liability to the Contractor or Freelancer and in which event Gearhouse shall be under no obligation to pay the Contractor or Freelancer any sums (including the Job Role Rate, per diems or otherwise) in respect of any work days that are changed, reduced, postponed and/or cancelled.

3.2 If an Event is cancelled or the Services are no longer required by Gearhouse for any reason (**Cancellation**), Gearhouse may, at its absolute discretion, provide the Contractor:

(a) maximum of 8 hours payment (the precise amount to be determined at Gearhouse's discretion) on a pro-rata basis at the Job Role Rate, if the Contractor is notified of the Cancellation less than 24 hours before the scheduled commencement of the Freelancer's shift;

(b) any per diems or agreed travel costs, only if the Freelancer has commenced work at the Event.

3.3 Gearhouse will make no payment to a Contractor if more than 24 hours notice of the Cancellation is provided prior to the commencement time of a Freelancer's shift outlined in the Call Sheet.

3.4 Gearhouse may require the Contractor to provide the Services on additional days (including as a result of rain delay and/or cancellation or postponement of the Event(s) for any reason and/or at a different Location) at the Job Role Rate if so required by Gearhouse at its absolute discretion. For the avoidance of any doubt, if the Event(s) are postponed, extended or there is any change to the dates of such Event(s), Gearhouse shall not be under any obligation to use the Contractor in respect of any such postponed, re-arranged or extended Event(s).

3.5 Subject to Clause 3.2, the Job Role Rate and/or per diem shall not be payable in respect of any period during which Freelancer is unable to perform the Services for any reason including in respect of any period during which the Services are suspended pursuant to clause 10.

3.6 You acknowledge and accept that under the terms of an agreement or arrangement with a Client, the Client may have the right to require Gearhouse to remove the Freelancer from an Event and to cease providing the Services, in which case, the Contractor will not be entitled to any compensation under Clause 3.2 unless determined otherwise by Gearhouse in its absolute discretion.

4. Intellectual Property

4.1 The Contractor acknowledges that the Freelancer may create Intellectual Property Rights in the provision of the Services to Gearhouse and/or any Group Company. The Contractor shall, and shall ensure that the Freelancer shall, promptly disclose to Gearhouse in writing full details of any and all Intellectual Property Rights made, conceived or discovered by the Freelancer whether alone or with any other person during this Contract.

4.2 It is acknowledged that the Job Role Rate paid pursuant to this Contract includes full equitable remuneration for the exploitation of any Intellectual Property Rights in the Products that the Contractor or Freelancer may be entitled to or become entitled to in the future.

4.3 The Contractor agrees that all right, title and interest in all Products, including all Intellectual Property Rights in such Products, created by the Contractor or Freelancer in the course of providing the Services vests in Gearhouse (or such other Group Company) and Gearhouse shall have the unlimited right to use, edit, copy, alter, add to, take from, adapt, translate and/or exploit the Products and any associated Intellectual Property Rights in such Products in perpetuity worldwide in any and all media (whether existing now or in the future) without further payment.

4.4 The Contractor warrants that it has obtained from the Freelancer a written and valid assignment of all existing and future Intellectual Property Rights in the Products and of all materials embodying such rights and a written irrevocable and unconditional waiver of all the Freelancer's statutory moral and similar rights in the Products, to the fullest extent permitted by law, and that the Freelancer has agreed to hold on trust for the Contractor any such rights in which the legal title has not passed (or will not pass) to the Contractor.

4.5 By entering into this contract the Contractor irrevocably and unconditionally assigns, and shall ensure that the Freelancer irrevocably and unconditionally assigns, to Gearhouse (or such other Group Company) absolutely all existing and future Intellectual Property Rights (and where the subject matter is copyright material not yet in existence it is an assignment by way of present assignment of future copyright) in the Products and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this contract, the Contractor undertakes to execute all documents, make all applications, give all assistance and do all acts and things as may be necessary or desirable to vest the Intellectual Property Rights unconditionally and with full title guarantee in and to register them in the name of Gearhouse (or such other Group Company, successor, assignee or licensee) and to protect and maintain the Intellectual Property Rights, and to ensure that the Freelancer shall do so.

4.6 The Contractor agrees to give, and shall ensure the Freelancer's agreement to give all necessary assistance to Gearhouse to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world and for the full term of those rights.

4.7 The Contractor hereby irrevocably and unconditionally grants (and shall ensure that the Freelancer shall irrevocably and unconditionally grant) to Gearhouse (or such other Group Company), its successors, assignees and licensees:

(a) all consents required pursuant to the CA and all other laws now or in the future in force in any part of the world which may be required for the full and unfettered use and exploitation of the Products; and

(b) the right to use throughout the world the Freelancer's name, voice, likeness, biographical details and/or photographs of the Freelancer and recordings of interviews with the Freelancer in connection with the distribution, exhibition, advertising, merchandising, promotion or other exploitation of the Products (including any merchandise, "behind the scenes" or "bonus" or other material relating to the Products).

4.8 The Contractor shall not, and shall ensure that the Freelancer shall not, institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of the Products or other materials infringes the Freelancer's moral rights.

4.9 The Contractor agrees to indemnify Gearhouse (or such other Group Company), and keep it indemnified at all times, against all or any losses, costs, claims, liabilities, damages, or expenses that may be suffered or incurred by Gearhouse (or such other Group Company) or for which Gearhouse or any Group Company may become liable, as a result of or in connection with any claim that the normal use or possession of any equipment provided by the Contractor or Freelancer and used in the provision of the Services, and/or the Services themselves and/or the

Products supplied by the Contractor or Freelancer to Gearhouse during the course of providing the Services, infringes any proprietary right, including any Intellectual Property Right of any person (and if the Contractor becomes aware of any such claim it shall, and shall ensure that the Freelancer shall (if he/she becomes aware of any such claim), promptly notify Gearhouse). Gearhouse may, at its option, satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Contractor.

4.10 Whenever the Contractor is requested to do so by Gearhouse (or such other Group Company) and in any event on the termination of this contract, the Contractor shall, and shall ensure that the Freelancer shall, promptly deliver to Gearhouse all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Products and the process of their creation which are in the Contractor's or the Freelancer's possession, custody or power.

4.11 The Contractor shall, and shall ensure that the Freelancer shall, use all reasonable endeavours to ensure that all Products produced or created by the Freelancer are original, do not infringe the copyright or other Intellectual Property Right of any other party and are not defamatory, obscene or breach any right of privacy, duty of confidence or are in contempt of court.

4.12 The Contractor undertakes, and shall ensure that the Freelancer shall undertake, not to register nor attempt to register any of the Intellectual Property Rights in the Products unless expressly requested to do so by Greenhouse.

4.13 The Contractor hereby irrevocably appoints Gearhouse to be its attorney in its name and on its behalf to execute documents, use the Contractor's name and do all such things which are necessary or desirable for Gearhouse to obtain for itself or its nominee the full benefit of this clause 4. A certificate in writing signed by any director or the secretary of Gearhouse, that any instrument or act falls within the authority conferred by this contract shall be conclusive evidence that such is the case so far as any third party is concerned.

4.14 The provisions of this clause 4 shall remain in full force and effect following termination of this contract in respect of all Intellectual Property Rights in Products prepared, created or produced during the duration of this contract and shall be binding on the Contractor's personal representatives.

5. Expenses

5.1 Except as otherwise specified in the Call Sheet, no other expenses of the Contractor or Freelancer will be paid by Gearhouse.

5.2 The Contractor shall be responsible for any additional travel requirements and expenses (eg. flights, travel and hotels) for the Freelancer's personal holidays. Gearhouse is unable to make these arrangements on the Contractor's behalf.

5.3 If the Freelancer is required to travel overseas in the course of rendering the Services, the Contractor shall be responsible for the cost of any necessary inoculations.

6. Payment

6.1 In consideration of the provision of the Services and assignment of the Intellectual Property Rights in the Products, Gearhouse shall pay to the Contractor the Job Role Rate for each Work Day that the Freelancer provides Services to Gearhouse (save where such Work Day is cancelled or postponed pursuant to clause 3 above).

6.2 To determine the remuneration payable under a Call Sheet, at the end of each work day or shift, the Contractor must ensure that the Freelancer reports to the applicable Gearhouse representative to agree the hours worked, and the Contractor will be entitled to receive payment subject to sign off on the day's Call Sheet by the Gearhouse representative.

6.3 Subject to the operation of Appendix C - Recipient Created Tax Invoice Policy, payment will only be made after receipt by Gearhouse of a Tax Invoice from the Contractor, subject to completion of the work to which the Tax Invoice relates to the satisfaction of Gearhouse.

6.4 Gearhouse will pay the Contractor within 21 days from the end of an Event or date of receipt of a Tax Invoice in accordance with clause 6.3, subject to receipt by Gearhouse of correctly completed engagement documentation from the Contractor.

6.5 Gearhouse cannot be held responsible for any queries with a Tax Invoice which delay its processing.

6.6 Payment of any Tax Invoice is without prejudice to any claims or rights which Gearhouse may have against the Contractor or Freelancer and shall not constitute any admission by Gearhouse as to the performance by the Contractor or the Freelancer's obligation hereunder. Gearhouse reserves the right to withhold payment to the Contractor where, in the opinion of Gearhouse, the Services provided by the Contractor or the Freelancer do not meet the standards required by Gearhouse in terms of quality and/or timing of delivery.

6.7 The Job Role Rate is exclusive of any GST which may be payable. If applicable, the Contractor must notify Gearhouse of its registration for GST and provide Tax Invoices in respect of the Services.

6.8 Any claims by the Contractor for changes to the hours, rates or expenses on a Call Sheet will only be considered by Gearhouse up to 3 months after the completion of the Event.

7. Insurance

Travel Insurance

7.1 The Freelancer will be covered under the travel insurance policy held in the name of Gearhouse (**Policy**):

(a) only for the period during which the Freelancer is actually providing the Services to Gearhouse at the Location; and

(b) whilst the Freelancer is on Service Related Travel,

subject to the relevant terms and rules in respect of that Policy (as amended from time to time) and the Freelancer satisfying the normal underwriting requirements of the relevant insurance provider and the Policy premium being at a rate which Gearhouse considers reasonable. If the insurance provider refuses for any reason to provide a travel insurance benefit to the Freelancer, Gearhouse shall not be liable to provide the Contractor or the Freelancer with any replacement benefit of the same or similar kind or pay any compensation in lieu of such benefit and in which event the Contractor shall provide its own insurance cover in respect of the Freelancer. Gearhouse in its sole and absolute discretion reserves the right to discontinue, vary or amend its insurance scheme (including the level of the Freelancer's cover) at any time on reasonable notice to the Contractor.

7.2 The Policy covers the Freelancer for emergency medical expenses only, including repatriation home, but no subsequent and/or ongoing medical costs.

7.3 Neither the Contractor nor the Freelancer will be covered for loss of income and, therefore, if the Contractor or Freelancer requires further insurance the Contractor is recommended to take out additional cover.

7.4 The Freelancer will only be covered under the Policy while providing the Services for Gearhouse and only when actually providing the Services at the Location and for Service Related Travel (it does not cover any other times). Further, the Policy will not respond to any claim in circumstances where the Freelancer has engaged in any deliberate, wilful, reckless or negligent acts or omissions. To provide an example of when the Policy will not cover the Contractor, if during the Event the Freelancer is required to stay overnight in a hotel, when is at the hotel is not providing the Services to Gearhouse and will not therefore be covered by Gearhouse's Policy at this time. Direct travel to and from the Location and from and to the hotel

where the Freelancer is staying is Service Related Travel. However, no other travel shall be Service Related Travel and the Freelancer is not therefore covered under Gearhouse's Policy in respect of travel that is not Service Related Travel.

7.6 Gearhouse shall not be liable in respect of any loss or damage to the Contractor's or Freelancer's property (including any Equipment used in the Services) while in transit to or while at places where the Contractor or Freelancer renders the Services; nor shall Gearhouse be liable for any personal injury, ailment or the death of the Freelancer arising out of or in the course of the engagement hereunder except to such extent (if at all) that this was due to the negligence of Gearhouse. Whilst Gearhouse shall have no liability in respect of such matters, it may be that such matters will fall within the remit of the Travel Insurance Policy (subject always to the terms of that policy as amended from time to time and to the terms set out in this clause 7).

General Insurance

7.6 The Contractor shall be responsible at all times for having in place valid and adequate insurance cover with an insurer of repute (and shall provide documentary evidence of the same to Gearhouse upon request):

- (a) insuring the Freelancer's and the Contractor's own belongings, equipment and personal effects throughout the world;
- (b) in respect of personal injury covering the Freelancer against any injury or damage that the Freelancer may suffer or incur when he/she is not providing the Services to Gearhouse;
- (c) in respect of any travel that is not Service Related Travel;
- (d) insuring the Freelancer in respect of medical expenses, including repatriation home, for any period during which the Freelancer is not providing its Services to Gearhouse at the Location;
- (e) covering the Freelancer and/or the Contractor during the period of the Event or tournament but when it is not providing the Services to Gearhouse;
- (f) for any deliberate, wilful, reckless or negligent acts or omissions of the Freelancer or the Contractor ,

Such policies of insurance shall include workers compensation insurance in respect of the Freelancer and public liability insurance.

7.7 Gearhouse shall not be liable for any risks associated with the provision of the Services and/or the loss or damage to any item of personal property or Equipment that the Contractor and/or the Freelancer provides in connection with the performance of the Services, including shipping and delivery, except to the extent that Gearhouse is able to recover the loss or damage from a third party or under a policy of insurance.

7.8 Gearhouse takes no responsibility for any Freelancer's or the Contractor's belongings during the performance of the Services.

8. Status and Taxes

Status

8.1 The Contractor agrees and acknowledges that the relationship between the Contractor and Gearhouse will be that of independent contractor and nothing in this Contract shall render the Contractor or the Freelancer an employee, agent or partner of Gearhouse or any Group Company and the Contractor shall, and shall ensure that the Freelancer shall, not hold itself or themselves out as such. This Contract constitutes a contract for the provision of services between Gearhouse and the Contractor and not a contract of employment. The Freelancer is an employee and/or worker of the Contractor and not an employee or worker of Gearhouse. Gearhouse recognises that the Contractor offers its services at a high level of expertise and as such cannot be advised as to how to perform the Services.

8.2 Neither the Contractor nor the Freelancer does, by virtue of this Agreement, obtain any rights whatsoever to associate itself or themselves with the Event(s) or Gearhouse without specific written authorisation from Gearhouse.

8.3 The Contractor must notify Gearhouse immediately if the Freelancer ceases to be entitled at any time during the contract to work in the country or countries in which the Services are to be performed in connection with the Event. Gearhouse may terminate the Contractor's engagement under the Call Sheet or any contract with immediate effect with no liability to make any further payment to the Contractor (other than in respect of any Job Role Rate already accrued) if Gearhouse is not satisfied as to the validity of the documentary evidence provided at clause 2.5 above and/or the Freelancer's right to work on a continued basis to work in the country in which the Services are to be performed.

8.4 The termination of the contract by Gearhouse or the expiry of the contract or the Services without renewal shall not in any circumstances constitute or be deemed to constitute a dismissal for any purposes whatsoever.

8.5 The Contractor represents and warrants that there are no guild or trade union or other collective agreements that affect the terms and conditions of the Freelancer's engagement.

Taxes and Charges

8.6 The Contractor shall be fully responsible for and agrees to indemnify Gearhouse on a \$1 for \$1 basis against any and all liability, costs, claims, damages, proceedings, awards, penalties, fines or expenses incurred by Gearhouse, or for which Gearhouse may become liable, with respect to any liability for:

(a) Tax arising from the performance of the Services, the payments hereunder or this contract or in respect of the Freelancer (save to the extent that such recovery is prohibited by law); and

(b) any employment-related claim or any claim based on employee status or any claim brought under the Fair Work Act 2009 (Cth) by the Freelancer against Gearhouse or any Group Company in connection with the provision of the Services or this contract; and

(c) any claim based on worker status brought by the Freelancer against Gearhouse or any Group Company in any jurisdiction in connection with the provision of the Services or this contract,

together the "Liabilities", and the Contractor agrees that Gearhouse may recover all or any part of the Liabilities against any amounts of whatever nature owing by and/or future payments due from Gearhouse to the Contractor.

8.7 The Contractor will be solely responsible for all Tax (including income tax and employer superannuation contributions) due in respect of the rendering of the Services under this agreement, the Job Role Rate paid to the Contractor and any and all payments made to the Freelancer or the Contractor and shall indemnify Gearhouse against any liabilities, claims, expenses, penalties, awards, losses, costs, damages or proceedings arising out of or in connection with any such Tax and/or non-deduction by Gearhouse of any income tax. Without prejudice to the foregoing, if Gearhouse is held liable for part of any Tax including tax or employer superannuation contributions applicable to the Contractor's engagement, Gearhouse will be entitled to deduct such sums from any future payments due to the Contractor under this agreement.

8.8 Should any monies payable to the Contractor in accordance with this contract be or become subject to the laws and regulations in or applicable to any part of the world in which the Freelancer's services are rendered including those laws and regulations relating to the imposition of governmental, state or local taxes which may be assessed on such monies, an amount equal to the amount of Tax (if any) so assessed and paid over by Gearhouse to the tax authority concerned may be deducted from the monies becoming due and payable to the Contractor under this agreement and to the extent that Gearhouse has not deducted any such amount, the Contractor agrees to reimburse such monies and any and all penalties and interest thereon on demand.

9. Deductions

9.1 Gearhouse shall be entitled to deduct and the Contractor consents to Gearhouse making deductions from payment of any invoice any sums due from the Contractor to Gearhouse including, without limitation, any overpayments, loans or advances made to the Contractor or Freelancer.

10. Termination

10.1 Gearhouse shall at any time be entitled to terminate this Contract with immediate effect without notice and with no liability to make any further payment (whether Job Role Rate, per diem or otherwise) to the Contractor and/or to suspend the Contractor's provision of the Services for any day or days (without Liability to make payment of fees (whether Job Role Rate, per diem or otherwise)) in respect of the period of suspension:

- (a) if the Contractor fails, refuses or neglects to perform or is otherwise in breach of any undertaking, warranty or obligation in this Contract and fails to remedy the breach within 24 hours of notice thereof from Gearhouse, provided that where such breach is not capable of remedy or the Contractor breaches this contract on a second or subsequent occasion no such period of grace shall apply;
- (b) if in the opinion of Gearhouse the Contractor has committed, or has threatened to commit, a material breach of contract;
- (c) if the Freelancer is in breach of the alcohol and drug abuse policy (or in the event that Gearhouse suspects such a breach);
- (d) in the event that Freelancer's conduct, performance or other circumstances are such that Gearhouse considers that such termination or suspension is justified, the Freelancer commits an act of gross misconduct (including without limitation for drinking of alcohol, gambling, illegal drug taking, theft, physical violence, gross insubordination, damage to property etc while on Location and/or providing the Services), or either Gearhouse or the Client are dissatisfied with the standard of the Freelancer's or the Contractor's work, or the Freelancer or the Contractor commits any other act or omission which is prejudicial to the production and/or Gearhouse or the Client. For the avoidance of doubt, the examples of gross misconduct set out within this clause do not constitute an exhaustive list;
- (e) if the Freelancer is refused entry to, or removed from, a Location under the terms of this Contract;
- (f) if the Freelancer ceases to be legally entitled to work in the geographical location in which the Services are to be performed or to otherwise perform the Services (howsoever arising) or the Freelancer fails to provide documentary evidence of being able to do so;
- (g) if the Freelancer is refused entry to the country in which the Services are to be performed (howsoever arising);
- (h) if the Freelancer is prevented by illness, injury or other incapacity from performing the Services (in which case it shall immediately notify Gearhouse of its absence);
- (i) if the Contractor makes a resolution for its winding up, a composition with its creditors or an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Contractor;
- (j) if the Client instructs Gearhouse to remove the Freelancer from a Location or from performing the Services for any reason;
- (k) if Gearhouse cannot perform its obligations to the Client due to circumstances beyond Gearhouse's or the Client's control (including, without limitation, acts of God, terrorist threats, industrial action, adverse weather conditions or transport delays);

(l) if the Events or Services are cancelled, postponed or suspended or the Event does not take place for whatever reason;

(m) if Gearhouse's contract with the Client for the provision of production services is terminated for any reason; or

(n) if the Contractor cannot perform the Services due to circumstances beyond its and the Freelancer's control.

10.2 The Contractor shall not be entitled to receive any fee (whether Job Role Rate, per diem or otherwise) from Gearhouse in respect of any day or days on which the Services are suspended.

10.3 Gearhouse shall notify the Contractor of the commencement date of any suspension of the Services.

10.4 In the event of termination under the paragraph above, the Contractor or Freelancer shall not be entitled to receive any further fee or payments (whether Job Role Rate, per diem or otherwise) under the terms of this Contract and, save where termination is due to circumstances beyond Gearhouse's, the Client's or the Contractor's control, Gearhouse shall not be liable for the cost of the return flight of the Freelancer to its country of residence.

10.5 Termination of this Contract (howsoever arising) shall not affect or prejudice Gearhouse's rights in the Intellectual Property Rights of the Products already prepared, produced or created by the Contractor and/or the Freelancer. Any delay by Gearhouse in exercising its rights to terminate shall not constitute a waiver thereof.

10.6 Upon termination of the Contract the Contractor shall, and shall ensure that the Freelancer, returns to Gearhouse all documents, copies thereof, and other materials and property (including without limitation the Products) connected with the provision of the Services and/or owned by Gearhouse. Gearhouse may withhold payment of the last instalment of the fee until each of the Contractor and the Freelancer has complied with this provision.

10.7 Notwithstanding termination or suspension of this Contract, or completion of the Services, Gearhouse shall remain entitled to all rights granted or assigned to it hereunder.

10.8 The Contractor shall provide Gearhouse with such assistance as Gearhouse may reasonably request to facilitate the smooth transition of the Services to an alternative provider of services or otherwise (where applicable).

11. General

Indemnity

11.1 The Contractor will indemnify and keep Gearhouse fully and effectively indemnified against all losses, costs, claims, damages, proceedings, liabilities, awards, penalties and expenses of whatsoever kind or nature arising from any breach or non-performance or mis-performance or threatened breach or non-performance or mis-performance of any of the warranties, representations, undertakings or other obligations on the Contractor's part contained in this contract.

Confidentiality

11.2 The Contractor shall, and shall ensure that the Freelancer shall, keep permanently confidential, not disclose, divulge or communicate to any third party, person or entity, and use solely for the purposes of this contract any information of a confidential nature or material in any form obtained by the Contractor or the Freelancer in the course of the provision of the Services which relates to the business or affairs of Gearhouse and/or any of its clients, officers, employees, agents or any person who provides services to Gearhouse. Such information will include (without limitation) details of trade secrets, business plans, know-how, financial information, projects or proposals (past, present or future), commissions, tenders, programme ideas, programme formats, programme titles, scripts, slate, talent, contributors, the terms of the Contract, , terms of business with clients, client requirements, details of processes, new products, personal information and any information that the Contractor or the Freelancer is told is

confidential or which Gearhouse might reasonably expect the Contractor or the Freelancer to regard as confidential. This restriction does not apply to any use or disclosure authorised by Gearhouse, or required by law or any information which is already in, or comes into, the public domain otherwise than through the Contractor or the Freelancer's unauthorised disclosure, or any information which is required to be disclosed by a Court of competent jurisdiction or otherwise by law, in respect of which the Freelancer is making a protected disclosure as defined in section Part 9.4AAA of the Corporations Act 2001 (Cth).

Privacy

11.5 For the purposes of the Privacy Act 1998 (Cth) as amended, the Contractor agrees to obtain the consent of the Freelancer to the holding and processing of its personal information in any form by Gearhouse relating to it for legal, personnel, administrative and management processes and in particular the processing of any "sensitive personal information" (as defined by the Privacy Act 1998 (Cth)) in any form by Gearhouse, including, as appropriate: (i) information about the Freelancer's physical or mental health or condition (including the results of an HIV test (where required for visa applications)) in order to monitor sickness absence, for the purposes of visa applications; and (ii) information in relation to any criminal proceedings in which the Freelancer has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties. The Contractor agrees to obtain the consent of the Freelancer to Gearhouse making such information available to those who provide products or services to Gearhouse and any such advisors, regulatory authorities, governmental or quasi-governmental organisations and clients of Gearhouse. The Contractor agrees to obtain the consent of the Freelancer to the transfer of such information to Gearhouse's business contacts outside of Australia in order to further its business interests.

11.6 The Contractor must, and must ensure that the Freelancer deals with any personal information it collects or receives in the course of providing the Services in accordance with Gearhouse's Privacy Policy.

General

11.7 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions shall not be affected thereby.

11.8 The Contractor may not assign, transfer, delegate or sub-contract any of its obligations under this Contract without the prior consent of Gearhouse.

11.9 This Contract shall be governed by the Laws of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts (including in each case in respect of non-contractual disputes and claims) of New South Wales.

Appendix A

Call Sheet Contents to include

1. Gearhouse Project
2. Location
3. Project Number
4. Schedule for the event
5. Job role
6. Start time, break hours, stop time per day
7. Travel days
8. Travel arrangements including flights, accommodation and car hire if applicable for the event
9. Per diems if applicable
10. Event Specific requirements such as OH&S requirements, local medical centres, clothing requirements, site accreditation.

Appendix C

Recipient Created Tax Invoice Policy

1. Overview

Under the **Call Sheet System**, you will be paid for your work done for Gearhouse Broadcast based on the Call Sheet signed off by yourself and the OB supervisor.

If you have an Australian Business Number (**ABN**), and have properly set yourself up in Gearhouse Broadcast's system as an ABN freelancer, Gearhouse Broadcast will issue you with a Recipient Created Tax Invoice (**RCTI**) each time a payment is made to you. What this means is that you are no longer required to issue tax invoices to Gearhouse Broadcast for payments made to you under the Call Sheet System and your obligations as an ABN holder will still be fulfilled.

2. What is a recipient created tax invoice (**RCTI**)?

Under the current Goods and Services Tax (**GST**) regime, if you are registered for GST, you are required to issue a tax invoice to your customer each time you "sell" your services or goods.

Under the RCTI process, your customer (i.e. Gearhouse Broadcast) prepares the tax invoice on your behalf so you will not need to issue a tax invoice yourself.

RCTI will include all information that you would normally expect on a tax invoice, for example, a list of projects that you are being paid for, your Agreed Rate, amount paid for each project, total amount of per diem being paid, total amount of GST included in the payment, and the total payment banked. You can then use the RCTI as if you have created the tax invoice yourself.

3. Will I need to issue Tax Invoice to Gearhouse Broadcast in the future?

You will not need to issue a tax invoice to Gearhouse Broadcast for any amounts paid to you under the Call Sheet System. However if you are expecting payments outside of the Call Sheet System, e.g. expense reimbursements, you will still need to issue a tax invoice before you will get paid.

4. What if there are errors on the RCTI?

If you believe that you were being paid the wrong rate or for the wrong number of hours/days, your first point of call is the project manager. Once the extent of the error is ascertained, any shortfall will be paid to you accompanied by a second RCTI that details the shortfall, or any overpayment will be claimed back from you via a RCTI Credit Note.

5. What if I accidentally issued my own tax invoice

The RCTI will override your tax invoice. For your own records you can process your own invoice and reference the RCTI.

6. What if I do not hold an ABN?

Non-ABN holders will not receive an RCTI, instead, they will receive pay slips accompanied by a separate email listing out the projects that they are being paid for in association with the pay slips.

7. What if I want to continue to issue my own tax invoice, i.e. refuse to accept RCTI?

If you refuse to accept RCTI, you are effectively opting yourself out of the Call Sheet System. You will need to inform Gearhouse Broadcast of your decision in writing or via an email, and you will be paid within 21 days after you provided a valid tax invoice (given that you are properly set up with Gearhouse Broadcast as a freelancer).

8. More information on RCTI?

Further information on RCTI can be found on the Australian Taxation Office website:
www.ato.gov.au.

You may also find this document useful: "Goods and Services Tax Ruling: GSTR 2000/10 – Goods and services tax: recipient created tax invoice". URL:
<http://law.ato.gov.au/atolaw/view.htm?docid=GST/GSTR200010/NAT/ATO/00001>

Key Freelancer Undertaking

Annexure 1

UNDERTAKING

In consideration of (the "Contractor") employing me to provide services to Gearhouse Broadcast Pty Limited ("Gearhouse"), I hereby agree to the following:

1. I have read and understand the Freelance Master Contractor Agreement between Gearhouse and the Contractor annexed to this undertaking (the "Contract").
2. I warrant that the Contractor is entitled to make my services available to Gearhouse in accordance with the terms of the Contract.
3. I hereby assign to the Contractor and consent to the Contractor assigning to Gearhouse all existing and future Intellectual Property Rights in the Products and all materials embodying such rights to the fullest extent permitted by law. For the purposes of this letter "Intellectual Property Rights" and "Products" shall have the same definition as that set out in clause 1 of the Contract.
4. I irrevocably and unconditionally grant to the Contractor and consent to the Contractor granting to Gearhouse, its successors, assignees and licensees:
 5.
 - o all consents required pursuant to the Copyright Act 1968 (Cth) (the "Act") and all other laws now or in the future in force in any part of the world which may be required for the full and unfettered use and exploitation of the Products; and
 - o the right to use throughout the world my name, voice, likeness, biographical details and/or photographs of me and recordings of interviews with me in connection with the distribution, exhibition, advertising, merchandising, promotion or other exploitation of the Products (including any merchandise, "behind the scenes" or "bonus" or other material relating to the Products).
6. I waive any moral rights in the Products to which I am now or may at any time in the future be entitled under the Act or any similar provisions of law in any jurisdiction and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Products or other materials infringes my moral rights.
7. I acknowledge that the Contractor has assigned or will assign all existing and future Intellectual Property Rights in the Products to Gearhouse. Accordingly, I acknowledge that Gearhouse shall be the sole owner of the entire copyright in the Products and shall have the unlimited right to use, edit and license the Products in perpetuity worldwide in all media without further payment. Insofar as they do not so vest automatically by operation of law or under this letter or the Contract, I undertake, at the expense of the Contractor, to execute all documents, make all applications, give all assistance and do all acts and things as may be necessary or desirable to vest the Intellectual Property Rights in and to register them in the name of Gearhouse.
8. I undertake and agree to comply with the terms of clause 2 (Services), clause 4 (Intellectual Property Rights), clause 11.4 (Confidential Information) and clauses 11.7 to 11.10 (General) of the Contract as if they had constituted direct undertakings and agreements between me and Gearhouse. I also acknowledge and accept clause 3.6 of the Contract and agree to comply with any such direction from a Client under that clause.
9. I agree that having regard to the level of the remuneration I receive from the Contractor and the nature of the Services supplied by the Contractor under the Contract that it is reasonable for the Contractor to require me to work reasonable additional hours in excess of 38 hours per week. If I wish to revoke my agreement to this I agree to give the Contractor not less than three months' prior written notice.
10. I have read and understood Gearhouse's Privacy Policy and I consent to the Contractor and Gearhouse storing and processing my personal information (including any sensitive personal information within the meaning of the Privacy Act 1998) for the purposes of administering and maintaining personnel records, providing information to Gearhouse's professional advisers, insurers or prospective purchasers of Gearhouse's business or otherwise as may be reasonably necessary for the performance of Gearhouse's obligations

under the Contract. I also consent to the transfer of any such information to any group companies or business contacts outside Australia in order to further Gearhouse's business interests.

11. I shall look solely to the Contractor for all compensation for the services to be rendered by me in connection with the Contract and acknowledge that payments to the Contractor under the Contract constitute full and equitable remuneration for my services provided under the Contract including in respect of so-called rental, lending and cable retransmission rights.
12. I agree and acknowledge that I am not an employee, agent or partner of Gearhouse or any Group Company as that term is defined in the Contract, and shall not hold myself out as such. I am an employee of the Contractor.
13. I warrant that I am legally entitled to work in the locations of Australia or as noted to Gearhouse and will notify the Contractor and Gearhouse immediately if I cease to be so entitled whilst providing my services pursuant to the Contract.
14. Although it is not a party to this undertaking, I agree that Gearhouse shall be entitled to enforce its terms against me.
15. I shall use my best endeavours to procure that the Contractor shall meet its obligations pursuant to the contract. If I cease to be engaged by the Contractor, the Contractor ceases to exist or the Contractor for any reason fails or becomes unable to perform or observe its obligations under the contract, I undertake to continue to provide my services to Gearhouse and shall enter into an agreement with Gearhouse in place of the Contractor on similar terms to the contract (provided always that such terms are no more onerous than those agreed by the Contractor in the contract).
16. I am a [director/employee] of the Contractor. I agree that the Contractor will remain and shall continue to remain fully and exclusively entitled to my services for at least the duration of the Event(s) as agreed from time to time.