Date: 5/11/2013

3.1P Term & Condition of Express Contracting Services P/L ACN: 089 260

T/A Golden Brown Cleaning Services (GBCS) **T/A Golden Brown Cleaning Supplies & Machinery (GBCS&M)**

P.O. No.: 460086

1. RECITALS: 1.1 This Agreement is made BETWEEN a Golden Brown Cleaning Services (hereafter referred to as "the GBCS") of the one part AND: The party, person or Company whose name and address appears in the 0.0P Apply 0 New Position or item 2 of 2.2E Job Specification or 3.0P Contrat Job offer or item 2 & 2.1 of 1.0S & 1.0P Contract Schedule hereafter referred to as "the Employee and/or Subcontractor and/or Contractor" or "the Emp / Sub / Con") of other part upon the terms and conditions laid out in this agreement. A. The Golden Brown Cleaning Service (GBCS) operates the Business, Marketing, Advertising, Staff Training, Communication, Product Store facility, Delivery, Vehicle & Equipment Hire & Lease, Equipment Repairs of the business and providing professional cleaning services to domestic, commercial & industry and generally. B. The GBCS has agreements with the owners or occupiers of premises ("the clients") for the cleaning of the premises ("9.1E Service Quotation") C. The GBCS has agreed to make available job and the Emp/Sub/Con has agreed to perform (as an independent contractor) contractual cleaning work for the term specify and decide only by GBCS Manager. The GBCS reserves the right to cancel the contract job without any further notice. E. The parties agree that their relationship shall be governed by the provisions of this Agreement. 2. RESIGNATION: The Employees shall give three weeks notice and Subcontractor or Contractor shall give one month notice in advance before terminating or resigning from the contract job & return all equipment, chemical, keys and belonging to GBCS head office physical address. Keys remain company property and should be returned immediately from time of notice. Failure to do so will be considered larceny and you will be exposed to legal action.

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

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

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

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

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

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

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

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

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

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

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

14 DISPUTE RESOLUTION: 14.1 Each party shall continue to perform their obligations under this Agreement not with standing the existence of a dispute or any proceedings under this section. 14.2 Without limiting the generality of the foregoing, the contractor shall be deemed to be in breach of this Agreement if the Emp/Sub/Con or any of its directors, employees, sub-contractors, agents or servants: A. Fails to preform contractual cleaning work specified in item 15 of the 2.2E Job Specification in a proper work man like manner and to the satisfaction of the client named in said 2.2E Job Specification or in item 1.0S & 1.0P of the Contract Schedule; B. Diverts and acquires or attempts to divert and acquire in any manner whatsoever either directly or indirectly for its own benefit or the benefit of any other third party any business or client of the GBCS; C. Accepts in any manner whatsoever either directly or indirectly approach from any client of the GBCS for which the contractor acted to provide the contractual cleaning work; D. Interferes or attempts to use in any manner whatsoever either directly or indirectly with the relationship between the consultant and any of its clients, directors, employees, contractors, agents, servants, associates or any related companies; E. Uses or attempts to use in any manner whatsoever either directly or indirectly for its own benefit or the benefit of any third party any intellectual property or any confidential information relating to and concerning the business of the GBCS; F. Changes or attempts to change in any manner whatsoever directly or indirectly the terms and conditions specified in the 2.2E Job Specification and 1.0P & 1.0S Contract Schedule; G. Fails to make payments to the GBCS promptly and in accordance with the terms and conditions of this Agreement; H. Does or performs any other act that can be injurious or prejudicial to the GBCS's goodwill, confidential information or intellectual property. 14.3 In the event of the Emp/Sub/Con being in breach of this Agreement, the GBCS shall be entitled to terminate this Agreement and retain all payment & demand for damage up to 9 years of contract value in advance if contract lost by Emp/Sub/Con directly or indirectly. The termination of the Agreement shall be without prejudice to any remedy or cause of action that the GBCS may have against Emp/Sub/Con for the recovery of any unpaid monies or for the recovery of any damage in connection therewith and/or any other payment recoverable pursuant to the terms hereof.

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

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

17 COTRACTUAL CLEANING WORK

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

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

I _____ agree to abide by all above condition.

Signature **Date:**