



Contractor Agreement
Physical Marketing Distribution Services
– Brand Ambassador
– Canada

These terms and conditions (**Terms**) constitute a legally binding agreement (**Agreement**) between you (a Brand Ambassador (**BA**)) and Oppizi Canada Inc. (**Oppizi**).

By clicking "I accept" or signing (as such may be required by applicable law), you expressly acknowledge that you have read, understood, and taken steps to properly consider your obligations under and the consequences of this Agreement, that you agree to be bound by the terms and conditions of the Agreement, and that you are of legal competence and capacity to enter into this Agreement with Oppizi.

1. General

- 1.1. This Agreement commences on the date that you are accepted as a BA by us and continues until it is terminated in accordance with clause 11 below.
- 1.2. We may amend these Terms from time to time. You agree to review these Terms each time you wish to carry out a new Mission with us. We will notify you of a change to these terms from time to time. The changes will not apply to agreed Missions which are not performed and during a Mission in the course of being performed. Save as otherwise provided, your continued use of the App or if you carry out new Missions once notified, shall be conclusive evidence of your acceptance of the amendments made to the Terms.
- 1.3. In these Terms "you", "your" and "yours" refer to you as a brand ambassador (BA) and "we", "us" and "our" refer to Oppizi. Each is a "party" and together, "parties".
- 1.4. You acknowledge and agree that you have had the opportunity to read, understand and consider your obligations and that you agree to be bound by these Terms.
- 1.5. Any typographical clerical or other accidental error or omission in any specifications, instructions, tools or other material supplied by the Company, shall be subject to correction without any liability on the part of the Company

2. Background

- 2.1. We are a technology-based company which provides services to our Customers through, amongst other things, the App and the retention of independent contractors to provide services.
- 2.2. You are an independent contractor who, whether as a sole trader, partnership or company, has been engaged by us to provide Services.
- 2.3. You agree to meet the minimum standards required to provide the Services (our **Requirements**) which includes providing evidence that you have a right to work in Canada, do not have a criminal record and that you have an Social Insurance Number (SIN).
- 2.4. You must hold and continue to hold an ABN whilst you carry out a Mission.
- 2.5. You may provide services to others and hold yourself out to the general public as a separately established business.
- 2.6. This Agreement does not restrict you from providing services to other businesses, customers or consumers at any time (other than during the performance of a Mission), even if that business directly competes with us.

3. Engagement

- 3.1. This is a standing arrangement for the provision of Services by you to our Customers from time to time.
- 3.2. You are granted a licence to use the App which will allow you to access and receive requests for Services in the form of Missions and to agree to provide those Services.
- 3.3. You must comply with the Requirements, be registered as a BA on the App and have been approved by us.
- 3.4. We do not guarantee that a Mission is suitable for you. We are under no obligation to provide work to you.
- 3.5. You are responsible for the purchase cost and maintenance or repairs of your device and as well as any necessary wireless data plan.

4. Services

- 4.1. We will advertise available Missions on the App from time to time, including the Fees and any bonus schemes applicable to a specific Mission.
- 4.2. In order to have access to possible Mission and sign up for them, you must be registered with the App through your mobile phone or other personal portable device.
- 4.3. You are able, at your absolute discretion, to accept or reject available Missions which are available on the App.
- 4.4. Once you have accepted a Mission you will be contractually bound to complete it in accordance with this Agreement in a professional, efficient, diligent and competent manner. You will use reasonable endeavours to promote the Customers' goods and services to the members of the public.
- 4.5. During the performance of the Mission, you will comply with the reasonable instructions of Oppizi and cooperate with Oppizi for the proper performance of the Assignment.
- 4.6. You may cancel a Mission which you accepted in accordance with these Terms (for further details see clause 5.3).
- 4.7. You are responsible for the rectification of any errors and omissions in your provision of the Services.
- 4.8. You shall ensure that at all times during the performance of the Mission, you have and maintain all the licences, permissions, authorisations, consents and permits that are needed to carry out your obligations hereunder.
- 4.9. **Location Based Services.** You acknowledge and agree that by using the App and in particular (without limitation) when you are logged into the App (or check-In) and until you check-out from an assignment, your geo-location information will be provided to Oppizi through your device. You acknowledge and agree that your geo-location information will be monitored and tracked by Oppizi or a member of its Group when you are logged into the App. You further agree that Oppizi and/or or a member of its Group may monitor, track and share your geo-location information obtained through the App for safety, security, technical, marketing and commercial purposes, including to provide and improve their products and services.
- 4.10. **Enhanced Conduct and Behavioral Expectations:** As a Brand Ambassador, you commit to conducting yourself professionally at all times during a Mission. You understand that violent

behavior, harassment, and participation in unlawful activities are strictly prohibited and will result in the immediate termination of this Agreement. Should you engage in any physical altercation or unlawful activity while contracted by Oppizi, you acknowledge that you will bear sole responsibility for the consequences, including any legal actions or damages arising from such behavior.

5. Fee rates and Fees

- 5.1. Fees for Services provided by you under these Terms vary per the Mission and will be set out before you accept the Mission. Those fees are calculated based upon the volume of marketing material distributed by yourself, and the location and time of day where the Mission is carried out. Exceptionally, we may change the location of the Mission (with or without your consent). If this occurs, we will notify you on the App. The cost of transport is not included in our fees and cannot be charged to Oppizi. You will have the right to cancel the assignment if you cannot accept the change of location in those circumstances and clause 5.3 (a) below, will not apply.
- 5.2. We have the right to adjust those fees where, by way of example (and without limitation) the marketing material is discarded by you. We also have the right to cancel in the event of gross negligence or a breach of these Terms by yourself or your Personnel or fraud on your part. Our decision to reduce or cancel your fee shall be exercised in a reasonable manner and in consultation with you. The terms applicable for the adjustment of the fees vary per the Mission and will be set out before you accept the Mission.
- 5.3. Cancellation.
- (a) By you – **a cancellation by you will be recorded on your profile. No other penalties will apply.** Cancellation may take place by electronic messaging; or telephone or face to face followed by electronic messaging. Not checking in at a Mission also constitutes a cancellation by you.
- (b) By us – You acknowledge and agree we may sometimes have to cancel an Appointment accepted by yourself, either because you did not comply with the conditions of the Mission or as a result of the decision of one of our customers. Cancellation may take place by electronic messaging; or telephone or face to face and electronic messaging.
- 5.4. Such cancellation may give rise to different payment terms than those set out in these Terms such as a payment pro rata of flyers/marketing materials distributed and/or a cancellation fee depending on the terms of the specific Mission. The terms applicable to any cancellation fees for a specific Mission will be set out before you accept the Mission.
- 5.5. You acknowledge and agree that you (or your Personnel) will take 'selfies' at the beginning of a Mission should we request you to do so and you will make that 'selfie' available to us via the App to confirm that the Mission is being performed at the required location.
- 5.6. You acknowledge that you have read and agreed to our privacy policy. Without limiting other terms of

our privacy policy, the App will collect, use and share with Customers your (or your Personnel's) location information, for the purpose of service performance analysis.

- 5.7. To ensure the quality of the Services, you acknowledge and agree that:
- (a) we may undertake "mystery shopping" visits to your (or your Personnel's) Services locations; and
- (b) the mystery shoppers may take photos of you or your personnel during the provision of Services and we will use the photos in accordance with our privacy policy.
- 5.8. At your sole discretion, you may:
- (a) agree to the mystery shoppers' request to inspect any leftovers of the flyer; and
- (b) participate in our surveys taken out from time to time.
- ## 6. Payment
- 6.1. We will generate a recipient created tax invoice (RCTI) on your behalf detailing the Fees and any bonus payable to you based on the agreed terms for a specific Mission and our records of your performance at completion of the said Mission as shown on the App. You must not issue your own tax invoices in relation to any of our Missions. You will need to advise us if your services are subject to GST. If you do not advise us of your GST registration or GST liability, we will assume that the fees so calculated includes GST and you shall be liable to pay GST on them separately from us.
- 6.2. We shall not provide the services of a tax agent for GST or other taxation purposes for you.
- 6.3. Provided the Fee is not contested within 3 days of the date of the relevant invoice, we will pay you Fees in arrears at the end of the second week following the last date of your Mission/Services duly performed in accordance of these terms by bank transfer to your nominated bank account which you have provided to us on the App. You are solely responsible for providing us your correct banking details and keeping them updated from time to time.
- 6.4. You may be eligible from time to time to participate in Customer initiated bonus schemes. Should you or a Mission be eligible for a bonus you will be advised of this on the App. Any bonus payable will be a percentage of the costs of a campaign. The bonus is payable based on agreed campaign conversion rates being achieved by the Customer and will be paid to you at the same time as the Fees payable for the relevant Missions for the relevant customer. Bonus payments will be based on conversions as measured by the Customer after week 1 of the promotional activities (and every second week thereafter) and are payable solely at our discretion. We reserve the right not to grant any bonus if the special codes for the relevant bonus are leaked.
- 6.5. You acknowledge and agree that:
- (a) You are not entitled to receive from us any statutory or common law benefits available to employees including wages, superannuation contributions, paid leave of any kind, pay as you go (PAYG) payment

summaries, or workers compensation insurance cover.

- (b) We will not withhold or remit to the ATO any income tax as PAYG instalments from any Fees paid to you.

- 6.6. You are responsible for all costs and expenses arising from the provision of the Services by you and your Personnel, including, but not limited to, costs related to your Personnel and any equipment required.
- 6.7. We reserve the right to withhold the face value costs of flyers, marketing materials, promotional clothing (where applicable) which are not returned to us at the end of the relevant Assignment for any reasons whatsoever.

7. Personnel

- 7.1. You may employ, engage, assign to or sub-contract third parties (**Personnel**) to provide the Services.
- 7.2. Notwithstanding clause 5.1, you remain liable to us for the provision of Services and any actions of the Personnel. Notwithstanding that your Personnel may communicate with us directly for the purpose of taking out the Services, you are solely responsible for the direction and control of the Personnel you use to provide the Services.
- 7.3. If you use Personnel to provide the Services, you must ensure that they comply with the obligations contained within these Terms, and you will be liable for any breach by the Personnel of these Terms in the same manner as if you had breached these Terms personally.
- 7.4. If you engage any Personnel, it is your responsibility to comply with the provisions of the *Fair Work Act 2009* (Cth) and any other applicable workplace laws.
- 7.5. The Personnel will not receive from us, and you acknowledge and agree that the Personnel are not entitled to receive from us, any statutory or common law employment benefits including wages, superannuation contributions, paid leave of any kind leave, PAYG payment summaries, and workers compensation insurance cover.

8. Right to Work

- 8.1. You may be required to consent to a criminal history check from time to time.
- 8.2. You must provide us with proof of ABN registration upon request.
- 8.3. You must have an Canadian citizenship, permanent residency or visa status that allows you the right to work in Canada. We may conduct a Visa Entitlement Verification check to confirm your visa status.

9. Obligations and Acknowledgements

- 9.1. You agree to comply with our codes of conduct, rules, policies and procedures as amended from time to time.
- 9.2. You must comply with all relevant laws and regulatory requirements in providing the Services, including anti-slavery and human trafficking laws, statutes, regulations (where applicable).

10. Disclaimer of Warranties

- 10.1. **The provisions set out in this Agreement do not affect your statutory rights if you are a consumer.** This clause 10.1 applies only to the maximum extent permitted by applicable law and does not (and is not intended to) override any rights that you have pursuant to applicable law as set out further in this

Agreement. Oppizi and any member of its Group provide, and you accept, the App on an "as is" and "as available" basis. Neither of them represent, warrant or guarantee to you that your access to or use of the App or the service of invoicing: (a) will be uninterrupted or error free; or (b) where applicable, will result in any requests for an Assignment. Further, our services relating to the invoicing, or the access to the App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and Oppizi and any Group Company are not responsible for any delays, delivery failures or other damages, liabilities or losses resulting from such problems.

- 10.2. We do not exclude or limit in any way our responsibility for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, fraud or fraudulent misrepresentation, or any other loss or damage you may suffer where our responsibility to you as a consumer cannot by law be excluded or limited under current legislation in force in Canada.

11. Limitation of liability

- 11.1. Save as otherwise provided, this clause 11 applies only to the maximum extent permitted by applicable law and does not (and is not intended to) override any rights that you have pursuant to applicable law as further set out below.
- 11.2. Oppizi for itself and for any of member of its Group shall not be liable under or related to this Agreement for any of the following, whether based on contract, tort or any other cause of action, even if a party has been advised of the possibility of such damages: (i) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (ii) your or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, opportunity, use or other economic advantage. Except for the obligations on Oppizi or any of member of its Group to pay amounts due to you pursuant to clause 6 (Payment) above, but subject to any limitations or other provisions contained in this Agreement which are applicable thereto, in no event shall the liability of Oppizi and/or any of member of its Group under this Agreement exceed the amount of any remuneration for services provided (less any taxation or charges due relating to the same) actually paid to or due to you hereunder in the six (6) month period immediately preceding the event giving rise to such a claim. You acknowledge and agree that any and all claims you have or purport to have against Oppizi and/or any of member of its Group should be notified to Oppizi within six months after the event(s) that gave rise to such a claim and that you forfeit all rights in respect of that claim if you fail to do so. These limitations do not purport to limit liability that cannot be excluded under English law.
- 11.3. Oppizi shall bear no liability for any criminal or unlawful acts committed by the Brand Ambassador during the course of their work, including but not limited to physical violence or harassment. The Brand Ambassador shall assume full responsibility for any claims arising from such actions and shall indemnify Oppizi against any related claims, liabilities, or damages.

12. Notification

You must notify us immediately if, for any reason, you no longer meet any of the Requirements. You must provide updated documents should any documents previously provided to us expire, are revoked or cancelled.

13. GST

13.1. While it is not an obligation for you to be GST registered, you must keep us updated as to your GST registration status at all times.

13.2. If any taxable supply made by a party under this Agreement is subject to GST and you are registered for GST, the party making the supply may, in addition to consideration for the supply, recover an additional amount on account of GST.

13.3. The additional amount payable under this clause:

- (a) is equal to the consideration payable to you for the relevant supply multiplied by the prevailing GST rate; and
- (b) Is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

14. Termination

14.1. Either party may terminate this Agreement at any time for any or no reason by immediate notice.

14.2. We may immediately cancel a Mission, suspend your access to the App and/or withhold the payment of any fees if you (or your Personnel) in our reasonable opinion failed to provide the Services in accordance with clause 3.

14.3. Upon receipt of notice of termination from us, you will cease work. We will only be liable to pay Fees for Services provided up to the date of termination.

14.4. If we terminate this Agreement, the termination will not release you from liability in respect of any breach or non-performance of any obligation by you under this Agreement.

14.5. Oppizi reserves the right to terminate this Agreement immediately if the Brand Ambassador engages in unlawful conduct, including but not limited to physical violence, harassment, or other criminal behavior (including but not limited to stabbing, shooting, or other violent acts). Such termination does not absolve the Brand Ambassador of liability for any actions committed prior to termination. In cases of termination due to misconduct, Oppizi shall not be obligated to make any additional payments beyond compensation for services rendered up to the termination date.

15. Indemnity

You enter into this Agreement and provide the Services at your own risk and we will not be liable to you for any loss, damage, injury or death sustained by you or your Personnel whatsoever caused.

15.1. "Indemnified for criminal acts" You indemnify Oppizi against any liability, loss, or damage to us or our Customers directly or indirectly arising out of your (or your Personnel's) acts, omissions, or breach of this Agreement, or unlawful conduct, criminal activities (including but not limited to stabbing, shooting, or other violent acts) whether or not the acts or omissions are in tort (including negligence), contract, or otherwise in relation to your provision of Services, except to the extent that liability or loss directly arises out of Oppizi's negligent acts or omissions".

15.2. You indemnify us for any and all liabilities, obligations, claims, penalties or costs that we suffer or incur in relation to taxation, superannuation or employment matters for you or for any Personnel.

15.3. Each indemnity in this Agreement is a continuing obligation separate and independent from other obligations and survives termination of this Agreement.

15.4. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity.

16. Insurance

16.1. If requested to do so, you must take out and maintain any insurance against your own liabilities as would be reasonably expected of a Contractor providing the Services.

16.2. You must, on request, provide us with evidence of the insurance cover obtained including certificates of currency and policy terms.

17. Intellectual Property

17.1. You acknowledge that products and services, including the App remain our intellectual property.

17.2. Nothing in this Agreement, nor your provision of the Services grants you any intellectual property rights:

- (a) In the App; or
- (b) in our company name, logo, trademarks, or the right to use our company name, logo or trademarks.

18. Disputes

18.1. If there is a dispute arising out of this Agreement, the parties must first use good faith efforts to resolve the dispute informally.

18.2. If after ten (10) business days the dispute is not resolved under clause 13.1, the parties must attempt to resolve the dispute by way of mediation. The mediation shall take place in Sydney and be conducted by the Resolution Institute. The mediator will determine costs.

18.3. Neither party shall commence proceedings unless clauses 17.1 and 17.2 have first been complied with except any proceedings of an urgent interlocutory nature.

18.4. Any claim you may have against us, including past and present officers, directors, employees and agents, must be brought individually and you shall not join such a claim with claims of any other person or entity or bring, join or participate in a class action against us.

18.5. This clause will remain operative notwithstanding the termination of this Agreement.

19. Confidentiality

Except to the extent necessary to provide the Services, you must not at any time:

- (a) Divulge or disclose any Confidential Information with respect to our customers, business operations, or our finances which have come into your possession to any third party;
- (b) Use the Confidential Information; or
- (c) Make any public announcements in relation to the Confidential Information.

19.2. These obligations continue beyond the termination of this Agreement.

20. Privacy

By using the App, you consent to all actions taken by us with respect to your personal information in accordance with our privacy policy.

21. Relationship

21.1. Nothing in this Agreement, and no verbal or written communication between you and us, will be construed as an express or implied employment agreement or a promise by us to employ you. Nor does this Agreement create a partnership, joint venture or other enterprise between you and us.

21.2. You are not and must not represent yourself as being an employee of Oppizi.

22. General

22.1. This Agreement forms the entire agreement between the parties in respect of the subject matter of this Agreement and supersedes all prior agreements, understandings, undertakings and negotiations in respect of the matters dealt with in this Agreement.

22.2. The failure by a party to require performance of an obligation under this Agreement by the other party will not operate as a waiver of the obligation and the other party remains liable to perform all its obligations under this Agreement.

22.3. The termination of this Agreement will not affect any provisions that are expressed to operate or have effect thereafter.

22.4. This Agreement cannot be varied, unless in writing; such writing may be via email or other electronic communication.

22.5. If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect.

22.6. Unless specified to the contrary, any notice under this Agreement between the Parties must be in writing and may be either personally delivered, or emailed, or otherwise communicated electronically to the other party. Notices will be deemed to be given:

- (a) where served personally, upon delivery; or
- (b) where emailed or communicated electronically, at the time recorded on the email server from which the email was sent or recorded by other electronic means.

22.7. Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

22.8. This Agreement is governed and construed by the laws of Ontario. The parties submit to the non-exclusive jurisdiction of the courts of Ontario, the courts of appeal from them.

23. Definitions

In this Agreement, the following words have the defined meaning below, unless the context otherwise requires:

App means the Oppizi software designed to run on smartphones and other mobile devices

Confidential Information means any information (whether oral, writing or electronic) relating to a party that is not publicly available (other than by breach of this Agreement) and that by its nature is confidential (including but not limited to trade secrets and know-how).

Customers means the customers of Oppizi from time to time.

Fee means the GST Exclusive amount to be paid or paid by us to you for the Services.

Group means Oppizi, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time. **Holding Company** and **Subsidiaries** have the meaning given to them by Corporations Act 2001 (Cth).

GST is as defined in the Excise Tax Act in 1985 ("the GST Act").

Mission means an instance of the Services as may be specified more fully on the App.

Service means the distribution of physical marketing materials (e.g. flyers) to members of the public for the promotion of the Customer's goods and services.