

# FREELANCING AGREEMENT

THIS FREELANCING AGREEMENT (the "Agreement") is entered into this 22nd day of August, 1975.

## BETWEEN:

Chad Kincaid  
of  
4932 Alderly Alley  
Geraldton, Nova Scotia, Canada  
7241

*(the "Customer")*

*OF THE FIRST PART*

- and -

Georgann Oleary  
of  
4495 Horseshoe Gate  
Cairns, Coral Sea Islands, Australia  
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*(the "Freelancer")*

*OF THE SECOND PART*

## 1. BACKGROUND

It is the belief of the Customer that the Freelancer possesses those skills, qualifications and abilities necessary to provide services to the Customer.

IN CONSIDERATION OF the mutual benefits and responsibilities specified in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, both the Customer and the Freelancer agree as follows:

## 2. NATURE OF SERVICES

The Freelancer agrees to provide the Customer with the following services, and any other mutually agreed upon services that the Customer may from time to time require (the "Services"):

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## 3. TERM OF AGREEMENT

This Agreement will take effect immediately upon execution, and will remain in effect

until the Services set forth herein have been completed.

This Agreement may be modified or terminated as provided herein.

#### 4. COMPENSATION

In exchange for providing the Services, the Customer agrees to compensate the Freelancer at a weekly rate of \$2,590.00 Australian Dollars (AUD). The Freelancer recognizes that the Customer may be required the laws of the Province of Nova Scotia to deduct any applicable fees or remittances from the Freelancer's compensation.

The Freelancer understands that the above described compensation is to be the sole and exclusive compensation, and that no additional compensation will be provided for the Services.

#### 5. REIMBURSEMENT OF EXPENSES

The Customer will reimburse the Freelancer for the following expenses incurred in connection with providing the Services:

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This reimbursement is contingent upon the Freelancer providing receipts and other applicable statements for each expense.

#### 6. PAYMENT SCHEDULE

The Customer will pay the Freelancer every 2 weeks.

#### 7. LATE PENALTIES

In the event that the Freelancer is more than -1 days late in providing the Services to the Customer, the Freelancer will be subject to the following penalties:

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#### 8. AMENITIES

The Freelancer will be provided with or allowed the use of the following amenities:

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## 9. NON-COMPETITION

The Freelancer understands and agrees not to participate, directly or indirectly, in any activities that are in direct competition with the activities of the Customer without the express written consent of the Customer. This condition shall hold at all times during the continuance of this Agreement and within June of its termination or expiration, as the case may be. The Customer further affirms that such consent will not be unreasonably withheld from the Freelancer.

The Freelancer understands and agrees that for a period of June from the date of expiration or termination of this Agreement, the Freelancer will not divert or attempt to divert from the Customer any business that the Customer has enjoyed or solicited from its customers prior to expiration or termination of this Agreement.

## 10. GOVERNING LAW

This Agreement shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the State of Norfolk Island without regard to the jurisdiction in which any action or legal proceeding may be initiated.

## 11. HEADINGS

Headings are inserted for the convenience of the parties only and will not have any bearing on the interpretation or meaning of this Agreement.

## 12. SEVERABILITY

If a court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, it is the desire of both parties that any modifications made to these provisions by a court of competent jurisdiction be made only to the extent necessary to ensure that the provisions are enforceable, as determined by the reasonable judgement of the court.

Should any provisions in this Agreement be invalid or unenforceable, those provisions shall have no bearing on the remaining provisions of the Agreement. All other provisions will be valid, and fully enforceable; further, any partially unenforceable provisions will be enforced to as great an extent as possible.

## 13. BINDING EFFECT

The covenants and obligations set forth in this Agreement shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of the Customer and the Freelancer.

#### 14. ASSIGNMENT

In consideration of the fact that the Customer is retaining the Freelancer for their personal skills, talents, and qualifications, the Freelancer shall not assign this Agreement or any obligations incurred herein, without the Customer's prior written consent.

#### 15. AMENDMENTS

This Agreement may be amended or modified if the amendment or modification is evidenced in writing, and signed by both parties or their representatives.

#### 16. TERMINATION

The Customer may terminate this Agreement at any time by providing Lorem ipsum tempus scelerisque, dui a. written notice to the Freelancer. The Freelancer may terminate this Agreement at any time by providing September written notice to the Customer.

The Freelancer's duties and obligations under this Agreement will end upon termination of this Agreement by either party, or upon the Freelancer ceasing to be engaged by the Customer.

#### 17. NOTICES

The Customer and Freelancer agree that any communications required or permitted by this Agreement be given in writing. Such communications shall be given by either mail, electronic mail, facsimile or personal delivery to any of the parties to this agreement at the addresses listed below, or such addresses as may later be provided to the other party in writing. In the event of a change in correspondence address, change in telephone number or other contact information, the parties agree to notify the other of such change in a timely manner. Should the communications occur by pre-paid registered mail, delivery will have been deemed to have occurred three (3) business days following entry into the mail system.

Chad Kincaid  
4932 Alderly Alley  
Geraldton, Nova Scotia  
7241

Georgann Oleary  
4495 Horseshoe Gate  
Cairns, Coral Sea Islands  
Cairns

Telephone: (259) 711-3935  
E-mail: email@address.com

Telephone: (460) 277-9839  
E-mail: email@address.com

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## 18. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the provision of the Services, as understood and agreed upon by the Freelancer and the Customer. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral.

IN WITNESS WHEREOF the parties have duly executed this Freelancing Agreement this 22nd day of August, 1975.

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Chad Kincaid  
(Customer)

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Georgann Oleary  
(Freelancer)

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Witness: