

**Agreement between Peter Rupert, owner/operator of CAE Work (hereinafter referred to as “CAE WORK”), and You, the authorised representative of “The Client” (hereinafter referred to as “The Client”), for work commencing in the capacity of Freelance Engineering, CAD-Designer, CFD- or FEM Engineering.**

1. **AGREED HOURLY RATE** – The agreed hourly rate for work carried out during the normal business hours (9:00am – 5:00 pm) will be negotiated between The Client & CAE WORK before work commences. The agreed hourly rate is to remain confidential between The Client and CAE WORK. CAE WORK reserves the right to change this rate periodically. The Client will be informed in writing should this rate be changed during the term of this agreement.
2. **DAILY RATE** – Where a client prefers to engage CAE WORK at a fixed Daily Rate, CAE WORK will negotiate with the client to an agreed rate which is to remain confidential between The Client and CAE WORK. CAE WORK reserves the right to change this rate periodically. The Client will be informed both verbally and in writing should this rate be changed during the term of this agreement. Overtime agreements will be decided during the negotiation process. The Client will receive an adjusted work agreement indicative of these changes.
3. **OVERTIME RATE** – The overtime rate is applicable outside the normal business hours of 9:00am – 5:00pm, Monday to Friday. The overtime rate also applies to any hours that are in surplus of 38 hours per working week, and any hours that are worked on weekends and public holidays. *Overtime Rates will only be charged when the client has directly requested work to be done during these hours.* Where deadlines are set and the work required exceeds the estimated scheduled time, falling into overtime hours, The Client will be notified before any work is undertaken at this rate.
4. **FIXED PRICE PROJECTS** – Where a client prefers to engage CAE WORK at a fixed price for a projects, CAE WORK will negotiate with the client to an agreed price, which is to remain confidential between The Client and CAE WORK. Payment terms and Milestones are discussed prior to the project and a percentage of the fixed price will be paid after achieving the agreed upon milestones. Changes in milestones, objectives or planning during the project will be discussed between the Client and CAE WORK, hereafter the fixed price is

renegotiated. The Client will receive an adjusted work agreement indicative of these changes

5. **PAYMENT** – CAE WORK invoices weekly. Payment by The Client is required within 7 (seven) days of receipt of invoice from CAE WORK. CAE WORK accepts payment by direct deposit and the bank account details will be made available to you when the invoice is sent.
6. **CONFIDENTIALITY** – CAE WORK agrees not to misuse or disclose any confidential information that may be made available by The Client. All made products and results will become property of the Client after all the outstanding invoices are paid, however if results and products may be used by CAE WORK for portfolio purposes will be discussed between Client and CAE WORK.
7. **CLIENT RESPONSIBILITIES** – CAE WORK is under the responsibility of The Client from the time of reporting for duties, and throughout the booking. All reasonable care will be taken to ensure work is completed to the highest achievable standard however CAE WORK will not be held liable for loss, expense or damage caused by any act or omission that occurs throughout the duration of hiring.
8. **LIABILITY** – CAE WORK makes every effort to maintain the highest possible work standards, however cannot accept responsibility for any loss, expense or liability of any kind incurred whilst preparing work for The Client in a freelance capacity. To the extent permitted by law, CAE WORK shall not be liable to the Client or to any third party for any loss or damage arising directly or indirectly in connection with the provision of services. The Client will indemnify and holds harmless the Consultant from and against any claims, costs, expenses, negligence, actions or suits suffered, sustained or incurred by the Client or any third party. This includes, without limitation, interruptions caused by acts of Nature, or any other circumstances beyond reasonable control, any lost profits, business interruption, loss of data or otherwise, even if expressly advised of the possibility of such damages.
9. **CANCELLATION / TERMINATION OF AGREEMENT** – Should The Client wish to cancel/terminate the agreement and discontinue any work in progress, The Client must notify CAE WORK immediately of this intention. Hours worked to that

point will be invoiced. In the case of cancellation/termination, outstanding invoices are required to be paid within 7 (seven) days of the invoice issue date.

10. **VARIATION IN TERMS** – These terms can only be varied, amended or altered by written agreement between CAE WORK and The Client.