

Dated Thursday, 13 March 2025

Independent Contractor / Supplier Agreement

Parties

LCA Bondi Pty Ltd
ACN 667 972 536

and

DCM (SA) Pty Ltd
ACN 605 013 303

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Agreement dated Thursday, 13 March 2025

Parties

LCA Bondi Pty Ltd ACN 667 972 536
of Westfield, 6015b/500 Oxford St, Bondi Junction NSW 2022
(**Company**)

DCM (SA) Pty Ltd ACN 605 013 303
of 51 Stanley Street Darlinghurst NSW 2010
(**Supplier**)

Introduction

- A** The Company conducts a business using the name Laser Clinics Australia which provides laser hair removal, and skin and cosmetic injection treatments.
- B** The Company wishes to engage the Supplier as an independent contractor to provide the Services, and the Supplier wishes to be engaged as an independent contractor by the Company.
- C** The Company agrees to engage the Supplier on the terms and conditions set out in this Agreement.

It is agreed

1 Operation

- 1.1 This Agreement commences on the Commencement Date.
- 1.2 This Agreement will continue on the terms and conditions set out in this Agreement until it is terminated in accordance with clause 15 of this Agreement.

2 Provision of Services

- 2.1 The Company engages the Supplier to provide the Services, and the Supplier agrees to provide the Services.
- 2.2 The Services must be provided to the Company as and when reasonably required by the Company, including evenings, weekends and public holidays.
- 2.3 The Services may be carried out by the Supplier's officers, employees, subcontractors or agents (**Health Professionals**), provided:
 - (1) the Company first approves each Health Professional in writing, which approval will not be unreasonably withheld;
 - (2) the Supplier gives the Company a copy of the Deed Poll executed by each Health Professional; and
 - (3) the Health Professionals attend any induction training deemed reasonably necessary by the Company; before the Health Professionals commence providing the Services.
- 2.4 The Supplier warrants that it has, and the Health Professionals have, the necessary skills, qualifications, licences, training, competence, and experience to provide the Services.
- 2.5 The Supplier is responsible for the expenses it incurs in acquiring and maintaining the necessary licences, certificates or registrations to provide the Services.
- 2.6 The Supplier must, and to the extent relevant, must ensure that its Health Professionals:
 - (1) provide the Services in a competent, professional and lawful manner;
 - (2) exercise the standard of skill and care expected of a Supplier experienced in the Services;
 - (3) comply with the Company's policies and procedures (as advised by the Company and as amended from time to time by the Company in accordance with clause 2.7);
 - (4) comply with all applicable policies and procedures as of the date of this Agreement and as reasonably updated from time to time. All policies and procedures are made available by the Company,;
 - (5) complete all relevant training modules, as directed by the Company;
 - (6) comply with any laws that apply to the provision of the Services, and obtain the necessary licences, registrations, or permits required for the provision of the Services;
 - (7) report to the Company about the completion of the Services at the times and in the manner the Company may reasonably require;
 - (8) ensure that the Health Professionals execute the Deed Poll before carrying out the Services;
 - (9) inform the Company if at any time the Services are unable to be provided; and
 - (10) while performing the Services, Health Professionals dedicate all of their time and attention to the Services and do all other things necessary to properly provide the Services and fulfil the Supplier's obligations under this Agreement.
- 2.7 The Company may at any time, by written notice to the Supplier, amend the Company's policies and procedures. Any such amendments will come into effect 7 days from the date that notice is given to the Supplier under this clause 2.7, or such shorter timeframe specified by the Company where necessary to comply with law or to address an urgent risk to health and safety.

3 Nature of Relationship

- 3.1 The Supplier is engaged as an independent contractor. This Agreement is not intended to create or evidence an employment relationship, partnership, agency or joint venture.
- 3.2 The Supplier has ultimate responsibility for management and direction in relation to carrying out the Services, except as provided for in this Agreement.
- 3.3 The Supplier must not, and must ensure that its Health Professionals do not, act or speak on behalf of, or bind the Company in any way, unless the Company has given the Supplier specific written authorisation to do so.
- 3.4 The Supplier and its Health Professionals are only entitled to the payments and benefits from the Company, provided for in this Agreement.

4 Non-Competition and Conflicts of Interest

- 4.1 During this Agreement, the Supplier may provide services to others, provided:
 - (1) this does not prevent or interfere with the Supplier's ability to provide the Services, or from complying with this Agreement; and
 - (2) the Supplier does not place itself in actual or potential conflict with the interests of the Company.

5 Fees, Invoicing and Payment

- 5.1 In consideration for the Supplier carrying out the Services, the Company must pay the Supplier the Fee.
- 5.2 To receive the Fee, the Supplier must invoice the Company on a fortnightly basis.
- 5.3 Each invoice must:
 - (1) specify the Fee owing to the Supplier, and how the Fee was calculated;
 - (2) contain a detailed record of the Services to which the invoice relates; and
 - (3) qualify as a tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999*.
- 5.4 The Company must pay invoices that meet the requirements of this clause, within 14 days of receipt.

6 Reporting to the Company

- 6.1 On each day on which Services are performed, the Supplier must account for these services in the Company's digital point of sale system and ensure the accuracy of these entries. This will enable the Supplier and the Company to accurately calculate the Fee payable to the Supplier and ensure that client records are maintained in line with the Company's processes and procedures.

7 Defective Performance

- 7.1 Without limiting any other part of this Agreement, if the Company reasonably forms the view that the standard or quality of the Services is unacceptable the Supplier must, immediately on notice from the Company:
- (1) rectify the Services; or
 - (2) at the discretion of the Company, reimburse the Company for the reasonable cost of rectifying the Services, or for any damage or loss associated with the provision of those Services, except to the extent the damage or loss is caused by the negligent or wilful acts or omissions of the Company.
- 7.2 The Supplier acknowledges that:
- (1) the Company may, at its sole discretion, set off any amount owing to it under clause 7.1(2), against any Fee or other amount owed by it to the Supplier under this Agreement; and
 - (2) nothing in this clause affects the generality of clause 0.

8 Resources to be Provided by the Company

- 8.1 To enable the Supplier to carry out the Services the Company must provide the Supplier (and any Health Professionals) with resources such as facilities, including equipment, furniture and stationery, and access to the Company's premises.
- 8.2 At all times, while any of facilities and/or equipment is in the Supplier's possession, custody or control, the Supplier must:
- (1) ensure that the facilities and/or equipment are used in a safe and proper manner (and in accordance with any operating instructions issued for them);
 - (2) procure that its Health Professionals are fully trained in the proper and safe use of the facilities and/or equipment;
 - (3) ensure that the facilities and/or equipment are only located or stored in premises owned or controlled by the Company; and
 - (4) notify the Company as soon as practicable if there is any loss or damage to any facilities and/or equipment.
- 8.3 Subject to clause 8.4, the Company will be responsible for the maintenance of the facilities and/or equipment and will keep the facilities and/or equipment safe and secure and in good repair, condition and working order.
- 8.4 The Supplier must make good damage to facilities and/or equipment caused or contributed by the:
- (1) negligence of the Supplier or its Health Professionals; or
 - (2) deliberate or wilful misconduct of the Supplier or its Health Professionals;
- within a reasonable time of the damage occurring. If the Supplier fails to make good the damage within a reasonable time, the Supplier will be liable for Losses suffered by the Company in making good the damage on behalf of the Supplier.

9 Health Professionals' Entitlements, Taxes and other Charges

9.1 Supplier's obligations

In respect of its Health Professionals, the Supplier must:

- (1) pay remuneration and other employment related entitlements, including termination payments, and make superannuation contributions;
- (2) pay payroll tax to the relevant statutory authority;
- (3) take out and maintain a current Health Professionals' compensation or similar insurance policy, and pay Health Professionals' compensation insurance premiums;
- (4) deduct and remit PAYG income tax instalments; and
- (5) pay fringe benefits tax, and other statutory charges or taxes as required by law.

9.2 Supporting Evidence

When requested, the Supplier must provide the Company with written evidence of compliance with this clause.

9.3 No Recovery

The Parties agree that:

- (1) the Supplier's obligations regarding its Health Professionals are not recoverable by the Supplier from the Company; and
- (2) the Supplier is responsible for all costs and expenses incurred in the performance of the Supplier's obligations.

9.4 Ability to Adjust the Fee

- (1) The Fee has been calculated on the basis that the Company is not required to pay the Health Professionals' compensation, payroll tax or any other statutory charges or entitlements, in respect of the Health Professionals.
- (2) If the Company is required by law, or decides for any other reason, to pay the Health Professionals' compensation, payroll tax, or any other statutory charges or entitlements, in respect of the Health Professionals:
 - (a) the Company may adjust the Fee to the extent necessary to recover these liabilities; and

- (b) the Parties acknowledge this does not give rise to, and is not to be construed as evidencing, an employment relationship between the Company and any Health Professional.

9.5 Notification of Changes

The Supplier must immediately notify the Company of the nature of any change in the circumstances of the Supplier or its Health Professionals that may affect the Company's liability to pay any employee entitlement, tax or other statutory charges in connection with this Agreement.

10 No Minimum Work

10.1 The Supplier agrees that the Company:

- (1) is not obligated to provide any minimum amount of work or payment to the Supplier in respect of the Services; and
- (2) may engage other individuals or entities to provide the Services.

11 Insurance

11.1 During this Agreement, and for the duration Services are provided, the Supplier must take out and maintain in relation to the Services all insurance policies required by law or reasonably required by the Company, as specified in Item 5 of Schedule 1, and with the minimum cover specified therein. The policies must:

- (1) extend cover to the Company for liability arising from any act, error or omission by the Supplier and its Health Professionals, with a waiver of subrogation clause; and
- (2) with the exception of any professional indemnity insurance policy required to be taken out by the Supplier, include the Company as a named insured.

11.2 The Supplier must require any Health Professional (who is not an employee of the Supplier) to take out and maintain adequate insurance, including workers' compensation or employer's liability, public liability, product liability, motor vehicle third party liability insurance (if necessary), and professional indemnity insurance.

11.3 Before the Commencement Date, and on request, the Supplier must provide the Company with written evidence of the currency and terms of the insurance policies referred to in this clause and in Item 5 of Schedule 1.

11.4 The Supplier must notify the Company immediately of the cancellation of an insurance policy, or any change to an insurance policy, which affects the Company's interests.

11.5 The Supplier's obligations to insure under this clause are material obligations of this Agreement.

12 Indemnity

12.1 The Supplier must indemnify and keep indemnified the Company from any Claim against the Company or a Related Bodies Corporate arising out of or in connection with:

- (1) any breach of this Agreement by the Supplier; or
 - (2) any default, or any negligent or wilful act or omission by the Supplier or the Health Professionals.
- except to the extent the Claim caused by the negligent or wilful acts or omissions of the Company.

12.2 Without limiting the generality of clause 12.1, the Supplier must indemnify and keep indemnified the Company from all Claims against the Company, or a Related Bodies Corporate, arising out of, or related to:

- (1) a breach or default by the Supplier or the Health Professionals of clause 2;
 - (2) a breach or default by the Supplier of its obligations under clauses 7 or 9;
- except to the extent the Claim was caused by the negligent or wilful acts or omissions of the Company.

13 Confidentiality

13.1 During this Agreement, and after its termination, the Supplier may only use or disclose Confidential Information in the following circumstances:

- (1) with the Company's prior written permission;
- (2) where it is strictly necessary so that the Supplier can perform its obligations under this Agreement; or
- (3) where the Supplier is legally obliged to do so by a court, commission or tribunal.

13.2 The Supplier must take all steps necessary to maintain the confidential nature of the Confidential Information, including ensuring proper and secure storage for the Confidential Information.

13.3 For the purposes of this clause, a reference to the Company in the definition of Confidential Information includes a reference to the Company's Related Bodies Corporate.

14 Intellectual Property

14.1 The Company exclusively owns and is entitled to the benefit of all Intellectual Property developed by the Supplier or its Health Professionals:

- (1) using the Company's premises, resources or facilities;
- (2) in the course of, as a consequence of or in relation to, carrying out the Services;
- (3) directly or indirectly as a result of the Supplier's or anybody else's access to Confidential Information or the Company's other Intellectual Property;
- (4) in respect of or associated with any of the Company's products and any alterations or additions or methods of making, using, marketing, selling or providing these products; or
- (5) pursuant to the Company's specification, direction or instruction.

14.2 The Supplier assigns to the Company, and must ensure that the Health Professionals assign to the Company or its nominee, all Intellectual Property referred to in clause 14.1. This assignment occurs immediately on creation of that Intellectual Property.

14.3 The Supplier must take, and ensure that its Health Professionals take, any action that may be necessary to give full effect to this clause, including executing any documents.

- 14.4 The Supplier must not use or reproduce, and will ensure its Health Professionals do not use or reproduce, the Company's Intellectual Property without the Company's written authorisation.
- 14.5 The Supplier:
- (1) warrants that completing the Services does not infringe any Intellectual Property rights belonging to any third party;
 - (2) indemnifies the Company against all claims against the Company arising from any actual or alleged infringement.
- 14.6 A reference to the Company in this clause includes a reference to the Company's Related Bodies Corporate.

15 Termination

- 15.1 Either party may terminate this Agreement at any time by giving the other party written notice of termination, equal to the Notice Period as set out in Item 6 of Schedule 1.
- 15.2 If either party exercises its termination right in accordance with the above clause 15.1, the Company may elect (at its sole discretion) to make payment in lieu of providing a Notice Period to the Supplier (Payment in Lieu). The Payment in Lieu will be determined by the Company based on the average Fee paid to the Supplier in the preceding month prior to the date that notice is given.
- 15.3 The Company may terminate this Agreement at any time without prior notice to the Supplier, if in the reasonable opinion of the Company:
- (1) the Supplier is in breach of any of clauses 2, 3.3, 4, 7, 8.2 to 8.4, 9, 11, 013, 14, or 20;
 - (2) the Company has given the Supplier 14 days written notice to remedy a breach of any other clause of the Agreement, and the Supplier has failed to remedy the breach to the satisfaction of the Company;
 - (3) the Services is not carried out in accordance with acceptable business practices; or
 - (4) the Supplier or any of its Health Professionals engages in conduct which:
 - (a) is unlawful;
 - (b) is disruptive to, or damages, the business of the Company, or its relationship with any of its clients; or
 - (c) damages or discredits the reputation of the Company.
- 15.4 The Supplier may terminate this Agreement without notice if:
- (1) The Company fails to pay the Fee within 31 days of the due date for payment;
 - (2) A receiver, liquidator, or administrator of the Company's business or property is appointed; or
 - (3) The Company threatens to cease, or does cease, to carry on business or is unable to pay its debts.

16 Duty to Deliver up Material

- 16.1 On the termination of this Agreement, or when requested by the Company, the Supplier must deliver to the Company:
- (1) the Confidential Information;
 - (2) the Company's Intellectual Property; and
 - (3) any other property of the Company;
- which is in the Supplier's or a Health Professional's possession, custody or control.
- 16.2 If any of the Company's property is in the form of video tape, audio tape, digital recording, electronic recording, computer information, software or any similar medium, the Company may require the Supplier to:
- (1) delete or erase the information so it cannot be retrieved; and
 - (2) provide the Company with satisfactory evidence of this.

17 Surveillance

- 17.1 The Supplier acknowledges that the Company may, to the extent permitted by law, conduct computer, camera and tracking surveillance of the Health Professionals during the provision of the Services.
- 17.2 The Supplier consents, and must obtain the consent of each Health Professional, to the Company monitoring the Health Professional's use of the Company's IT Systems, either at the Company's premises or at any other place.

18 Conditions for Assignment

- 18.1 Subject to clause 18.2, a Party may not assign or otherwise deal with this Agreement without the prior written consent of the other Party.
- 18.2 The Company may assign its rights and obligations under this Agreement if it becomes necessary to do so to give effect to a restructure of the Company or any of its Related Bodies Corporate.
- 18.3 A change in the identity of the shareholders or directors of the Supplier is deemed to be an assignment for the purposes of this Agreement.

19 Restraint on Supplier's Conduct

- 19.1 Scope of restraint
The Supplier must not:
- (1) accept any engagement intended to commence after termination of the Agreement which requires the Supplier to disclose any Confidential Information;
 - (2) during the Agreement and the Restraint Period, in the Restraint Area, engage or prepare to engage in a Competing Business;
 - (3) during the Agreement and the Restraint Period, induce or attempt to induce any employee or contractor of an LCA Entity with whom the Supplier or the Health Professionals had contact in the course of performing Services under the Agreement to terminate or not renew his or her employment or engagement;

- (4) during the Agreement and the Restraint Period, solicit, canvass, approach or accept any approach from any patient, client, customer, contractor or supplier of an LCA Entity with whom the Supplier or the Health Professionals had contact in the course of performing Services under the Agreement for the purpose or with the effect of obtaining the custom or business of that person or entity in the Restraint Area for the benefit of a Competing Business or detrimentally affecting the business of an LCA Entity.
- 19.2 Evidence of compliance by the Supplier
The Company may require the Supplier to provide evidence to the satisfaction of the Company that the Supplier is not in breach of clause 19.1,
- 19.3 Restraint is reasonable
The Supplier acknowledges that:
- (1) each restraint stated in clause 19.1 is reasonable and necessary to protect the Company's legitimate interests;
 - (2) the Supplier intends the restraints to operate to the maximum extent; and
 - (3) damages may be inadequate to protect the interests of an LCA Entity for breach of the obligations contained in this clause and the Company is entitled to seek and obtain injunctive relief, or any other remedy, in any court.
- 19.4 Separate and severable restraints
The restraints in clause 19.1 are intended to be separate and severable. If any of the separate restraints is or becomes invalid or unenforceable for any reason it is severed, and its invalidity or unenforceability does not affect the validity or enforceability of any of the other separate restraints.
- 20 Health and Safety**
- 20.1 Definition
In this clause, **H&S Laws** means applicable laws in connection with the health and safety of workers and workplaces and includes (as relevant to the State or Territory in which the Injecting Services are provided) the *Occupational Health and Safety Act 2004* (Vic); *Workplace Health and Safety Act 2011* (NSW); *Workplace Health and Safety Act 2011* (ACT); *Workplace Health and Safety (National Uniform Legislation) Act 2011* (NT); *Workplace Health and Safety Act 2011* (Qld); *Workplace Health and Safety Act 2012* (SA); *Workplace Health and Safety Act 2012* (Tas); *Occupational Safety and Health Act 1984* (WA) and associated regulations, standards and codes of practice.
- 20.2 Supplier's health and safety responsibilities
Without limiting any of the Supplier's obligations under clause 2.6 of this Agreement, the Supplier must, in providing the Services:
- (1) identify all reasonably foreseeable hazards that could give rise to a risk to health and safety in connection with the provision of the Services;
 - (2) ensure that risk assessments are conducted for risks to health and safety to the Supplier's Personnel and to any other person in connection with the provision of the Services; and
 - (3) ensure that control measures are in place to eliminate, prevent or minimise those risks (as applicable) to the extent reasonably practicable;
 - (4) consult, cooperate and coordinate activities with all other persons who have a health and safety duty in connection with the provision of the Services, so far as is reasonably practicable; and
 - (5) develop, implement, and maintain a health and safety system describing how the Supplier will comply with H&S Laws. This system must include appropriate health and safety management and site safety plans, hazard and risk assessments and risk controls.
- 20.3 Notification of accidents
The Supplier must:
- (1) immediately give the Company notice of any accident, notifiable incident (being an incident which is notifiable under H&S Laws), injury or property damage which occurs during or in connection with the provision of the Services;
 - (2) on the Company's written request, provide a written report to the Company giving complete details of the accident, incident, injury, or damage, including results of investigations into the cause of the accident, incident, injury or damage and strategies for future prevention; and
 - (3) cooperate with the Company in providing copies of any notices, entry reports, charges or other documents received from the relevant regulator in relation to the provision of the Services.
- 21 General Provisions**
- 21.1 If anything in this Agreement is unenforceable, illegal or void, or makes this Agreement or any part of it unenforceable, illegal or void, then it is severed and the rest of this Agreement remains in force.
- 21.2 This Agreement:
- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
 - (2) supersedes any prior agreement or understanding on anything connected with that subject matter.
- 21.3 The Parties acknowledge that no reliance has been placed on any prior agreement, understanding or representation.

- 21.4 An amendment or variation to this Agreement is not effective unless the amendment or variation is in writing and signed by the parties.
- 21.5 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is not effective unless it is in writing.

22 Governing Law and Jurisdiction

- 22.1 This Agreement is governed by the law in force in Item 7 of Schedule 1.
- 22.2 The parties submit to the exclusive jurisdiction of the courts and tribunals of Item 7 of Schedule 1 or any competent Federal court exercising jurisdiction in Item 7 of Schedule 1.

23 Continuing Obligations

The Supplier's obligations under clause 12 (Indemnity), 13 (Confidentiality) 14 (Intellectual Property), 19 (Restraint on Supplier's Conduct) continue after termination of this Agreement.

24 Privacy

- 24.1 The Supplier must:
- (1) comply, and must ensure that the Supplier's Personnel comply, with applicable privacy laws and the Company's privacy policies;
 - (2) have a privacy policy that complies with the *Privacy Act 1988*;
 - (3) collect, use and disclose Personal Information only where it is reasonably necessary for the purpose of fulfilling its obligations under this Agreement; and
 - (4) immediately inform the Company upon becoming aware of any breach, or alleged breach, of applicable privacy laws by Supplier or Supplier's Personnel.
- 24.2 Without limiting Supplier's obligations in clause 24.1, the Supplier must, if collecting Personal Information from an individual for or on behalf of the Company, take reasonable steps to ensure that the individual is aware of:
- (1) the identity of the Company and how to contact it;
 - (2) the fact that the individual is able to gain access to the Personal Information;
 - (3) the purposes for which the Personal Information is collected;
 - (4) the organisations (or types of organisations) to which the Company usually discloses information of that kind;
 - (5) any law that requires the particular information to be collected; and
 - (6) the main consequences (if any) for the individual if all or part of the information is not provided.
- 24.3 On or before executing this Agreement, the Supplier must obtain the consent of the Supplier's Personnel to the Company collecting, using and disclosing Personal Information about Supplier's Personnel for any purpose connected with the provision of the Services, and transferring that Personal Information externally (including internationally) when necessary.

25 Notices

- 25.1 Delivery of notice
- (1) A notice or other communication required or permitted to be given to a party under this Agreement must be in writing and delivered by email to the party's email address (as set out in Schedule 1);
 - (2) A party may change its address or email address by giving notice to the other party.
- 25.2 Time of delivery
- A notice or other communication is deemed delivered:
- (1) subject to subclauses (2) and (3) below, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient;
 - (2) if received after 5.00pm in the place it is delivered, at 9.00am on the next business day in that place; and
 - (3) if received on a day which is not a business day in the place it is delivered, at 9.00am on the next business day in that place.

26 Definitions and Interpretations

26.1 Definitions

In this Agreement:

- (1) **Agreement** means this document, including any schedule or annexure to it;
- (2) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made under this Agreement;
- (3) **Claim** includes any action, application, arbitration, cause of action, complaint, cost, expense, debt due, demand, determination, inquiry, judgment and verdict;
- (4) **Commencement Date** means the date specified in Item 3 of Schedule 1.

- (5) Competing Business means any business or activities that competes with any part of the business of any LCA entity.
- (6) **Confidential Information** includes information of the Company and any Related Bodies Corporate which:
- (a) is specifically designated as confidential by the Company, a Related Bodies Corporate, or the Company's clients;
 - (b) by its nature may reasonably be understood to be confidential;
 - (c) relates to any transactions in which the Company or any Related Bodies Corporate is involved;
 - (d) is or forms part of the Company's or any Related Bodies Corporate's supplier, customer or prospective customer lists, including contact details, addresses, personal information, requirements or any lists, records or databases containing such information;
 - (e) customer photographs, including any before and after pictures;
 - (f) relates to any of the Company's or any Related Bodies Corporate's customers or prospective customers' identity, contact details, addresses or requirements;
 - (g) relates to any agreements, arrangements or terms of trade with a customer or prospective customer, whether under negotiation, proposed, offered, accepted or finalised;
 - (h) relates to any of the Company's or any Related Bodies Corporate's business systems, procedures or manuals;
 - (i) relates to or is contained in operating manuals, handbooks or procedures of the Company, any Related Bodies Corporate or the Company's clients; and
 - (j) is contained in or constituted by any notes or developments regarding any of the above, whether originals or copies, prepared by the Company or anybody else;
- but does not include information that:
- (k) is publicly available at the Commencement Date;
 - (l) becomes publicly available, during the Supplier's engagement or after the termination of the Supplier's engagement, without breach of any obligation of confidence by the Supplier;
 - (m) was already in the Supplier's possession (as evidenced by written records) at the Commencement Date; or
 - (n) the Supplier is obliged by law, or required for the purposes of complying with taxation requirements, to disclose;
- (7) **Deed Poll** means a deed poll in the form set out in Schedule 2
- (8) **Fee** means the fee set out in Item 4 of Schedule 1;
- (9) **GST** means GST as defined in the GST Act;
- (10) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or any replacement or other relevant legislation and regulations;
- (11) **Intellectual Property** includes any:
- (a) copyright (as defined in the *Copyright Act 1968* (Cth));
 - (b) design, patent, trademark, semiconductor, circuit layout or plant breeder rights (whether registered, unregistered or applied for);
 - (c) trade, business, company or domain name;
 - (d) know-how, inventions, processes (whether in writing or recorded in any form);
 - (e) any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields;
- (12) **LCA Entity means:**
- (a) The Company;
 - (b) LCA Operations Pty Ltd (ACN 600 736 212);
 - (c) a related body corporate (as that term is defined in the Corporations Act 2001 (Cth) of the Company; or
 - (d) any other entity that:
 - (i) has been appointed as a franchisee under a Franchise Agreement with LCA Franchising Pty Limited ACN 150 449 595; or
 - (ii) otherwise operates a clinic using the "Laser Clinics Australia" branding.
- (13) **LCA Clinic Premises** means each premises from which a Business is conducted by the Company or any LCA entity from time to time.
- (14) **Notice Period** means the period specified at Item 6 of Schedule 1
- (15) **Party** means either the Company or the Supplier as the context requires;
- (16) **Personal Information** has the same meaning as that term has in the Privacy Act;
- (17) **Privacy Act** means the *Privacy Act 1988* (Cth);
- (18) **Related Bodies Corporate** means any Related Bodies Corporate (as defined in section 9 of the *Corporations Act 2001* (Cth)) of the Company;
- (19) **Restraint Area** means each of the following areas separately:
- a) within 10 kilometres; or
 - b) if a court determines that 10 kilometres is invalid, then within 5 kilometres; or
 - c) if a court determines that 5 kilometres is invalid, then within 3 kilometres,
- of the location of any LCA Clinic Premises at which the Health Professionals performed work in the 12 months prior to the termination of the Agreement.
- (20) **Restraint Period** means each of the following periods separately:
- d) 12 months after termination of the Agreement; or
 - e) if a court determines that 12 months is invalid, then 6 months after termination of the Agreement; or

- f) if a court determines that 6 months is invalid, then 3 months after termination of the Agreement.
 - (21) **Services** mean the services specified in 0 of Schedule 1.
 - (22) **Supplier's Personnel** means employees, contractors, officers, directors and agents of the Supplier, including the Health Professional.
 - (23) **Tax Invoice** means an invoice that qualifies as a tax invoice under the GST Act; and
 - (24) **Personnel Information** has the meaning given to that term in the Privacy Act.
 - (25) **Health Professional** means any person engaged by the Supplier to provide the Services in accordance with clause 2.1 and includes the Supplier, where the context requires.
- 26.2 **Interpretation**
- (1) Reference to:
 - (a) the singular includes the plural and the plural includes the singular;
 - (b) a person includes a body corporate;
 - (c) a Party includes the Party's executors, administrators, successors and permitted assigns;
 - (d) a thing includes the whole and each part of it separately;
 - (e) a statute, regulation, code or other law or a provision of any of them includes:
 - (i) any amendment or replacement of it; and
 - (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
 - (f) dollars means Australian dollars unless otherwise stated.
 - (2) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (3) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
 - (4) A provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.
 - (5) If an act must be done on or by a specified day which is not a Business Day, it must be done instead on the next Business Day.
- 26.3 **Parties**
- (1) If a Party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.
 - (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
 - (3) A Party which is a trustee is bound both personally and in its capacity as a trustee.

Schedule 1

Item 1	Contact Details Company (1) Email: r.collis@laserclinics.com.au (2) Address: Westfield, 6015b/500 Oxford St, Bondi Junction NSW 2022 Supplier (3) Email: danicmorris@yahoo.com (4) Address: 51 Stanley Street Darlinghurst NSW 2010
Item 2	Services Provision of: (a) cosmetic injectable consultation; (b) cosmetic injectable procedures; and (c) after care.
Item 3	Commencement Date Wednesday 12 th March 2025
Item 4	Fee The Supplier will be entitled to 25% of gross revenue excluding GST for injecting services (Item 2) completed by the Supplier.
Item 5	Insurance <ul style="list-style-type: none">• Workers Compensation Insurance• Professional indemnity insurance – \$5 million (AUD) in respect of any single claim
Item 6	Notice Period Four (4) weeks
Item 7	Governing Law New South Wales

Schedule 2

Business Protection Deed Poll

THIS DEED POLL is made by Danielle Morris (**Health Professional**) of 51 Stanley Street Darlinghurst NSW 2010 in favour of LCA Bondi Pty Ltd ACN 667 972 536 (**Company**) of Westfield, 6015b/500 Oxford St, Bondi Junction NSW 2022.

Introduction

The Company operates a business in relation to which it has entered into an independent contractor agreement (**Agreement**) with **DCM (SA) Pty Ltd ACN 605 013 303**

- A** (Supplier) to carry out the services specified in the Agreement (**Services**).
- B** It is a term of the Agreement that:
- (1) the Company must approve each Health Professional to be engaged to carry out the Services; and
 - (2) the Supplier must provide the Company with an original deed in this form executed by each Health Professional.
- C** The Health Professional wishes to be engaged to carry out the Services. In carrying out the Services, the Health Professional will have access to the Company's Confidential Information and Intellectual Property as defined in the Agreement.

It is agreed

- 1 The Health Professional acknowledges that the Health Professional has been provided with a copy of the Agreement, which the Health Professional has read and understood.
- 2 The Health Professional is bound by the following provisions in the Agreement as if the Health Professional was named in the Agreement as the Supplier:
 - (1) Non-competition and conflicts of interest – clause 4;
 - (2) Confidentiality – clause 13; and
 - (3) Intellectual property – clause 14.
- 3 The Health Professional acknowledges that while the Health Professional is carrying out the Services, it may be necessary for the Company to obtain personal information (including health, medical and other sensitive information) from the Health Professional. The Health Professional consents to the Company:
 - (1) obtaining this personal information; and
 - (2) disclosing this personal information to other parties for the purposes of the Company's business, and as otherwise outlined in its privacy policies.
- 4 If the Health Professional is not an employee of the Supplier, the Health Professional must take out adequate insurance in relation to the Services being carried out by the Health Professional, including Health Professionals' compensation or employer's liability, public liability, product liability, motor vehicle third party liability insurance (if necessary), and professional indemnity insurance. The Health Professional must maintain the insurance for a period of TWO (2) years after carrying out the Services under the Agreement.

Executed as a deed poll.

Signed and sealed by Danielle Morris in the presence of:



Signature of witness



Signature of Danielle Morris

Terry Board
Name of witness (BLOCK LETTERS)

13 March 2025
Address of witness

Executed as an agreement

Signed for and on behalf of **LCA Bondi Pty Ltd ACN 667 972 536** by its authorised representative in accordance with section 126 of the *Corporations Act 2001*:

.....
Signature of authorised representative

.....
Name of authorised representative
(BLOCK LETTERS)

Signed for and on behalf of **DCM (SA) Pty Ltd ACN 605 013 303** by its authorised representative in accordance with section 126 of the *Corporations Act 2001*:

.....
Signature of authorised representative

.....
Name of authorised representative
(BLOCK LETTERS)