



Product Space Team Member Agreement

Product Space Pty Limited

and

[Insert name of Member]

Date

[day/month/year]

This Agreement is made on [day/month/year]

between (1) Product Space Pty Limited ACN 630 625 099 in its capacity as Trustee of the Product Space Unit Trust ABN [30 843 863 290] (*Product Space*)
and (2) [Insert name of Member] ABN [XX XXX XXX XXX] (*the Member*)

Product Space works with Members to provide services to clients based on the values that are intrinsic to the Product Space approach of trust, freedom and competency, the Member is a trustworthy and competent professional service provider who is attracted by the Product Space approach, and the Member and Product now Space wish to work together according to the provisions of this Agreement.

The Team

Product Space and the Member agree to share skills and knowledge to provide the Services as set out in this Agreement. The Member agrees to participate on terms of openness and trust, transparency and accountability and to acknowledge that they are responsible for successfully delivering the Services as if they were Product Space.

The Member is an independent entity and responsible for complying with relevant tax and workers compensation laws. They will take out insurance as reasonably expected of a service provider and will be responsible for their own liabilities and expenses, except as otherwise agreed between the parties.

The Member agrees personally to supply their services and not to use any employees or contractors to supply their services, unless the Member is not a natural person. If the Member is not a natural person, the Member must supply its services for Product Space using the services of only the Member Representative identified in the Schedule.

Working with Clients

The Member agrees that, while working with Product Space under this Agreement:

- they will not provide their services to any Product Space Client (excluding any Product Space Client who is a Member Client) without prior consultation with and consent from Product Space; and
- if they wish to provide their services direct to a Member Client, the Member will first let Product Space know the reasons why the Member prefers not to supply their services to that Client through Product Space, and the Member will keep Product Space informed about the volume of services and fees involved, so that the parties can keep their activities in alignment in accordance with the intent of this Agreement.

The Member agrees that, for a further 12 months after termination of this Agreement, they will not (and they will also ensure their personnel do not) provide the same or similar services to any Product Space Client (excluding any Product Space Client who is a Member Client) without prior consultation with and consent of Product Space.

Product Space agrees that the Member is free to provide the same or similar services to any Member Client at any time, provided the Member fulfils their responsibilities set out in this Agreement.

The Members agrees that Product Space is free to collaborate with other individuals and entities to provide any services and does not guarantee any quantity or volume of services to the Member.

Product Space agrees that the Member is free to collaborate with other individuals and entities to provide services which are not the same or similar services as those provided to Member Clients, and the Member does not guarantee any quantity or volume of services to Product Space.

Services

All Members are trusted to provide the agreed Services in a professional manner and according to the values of trust, heart, freedom and autonomy, creative thinking, competency and balance as set out in the Product Space DNA.

The parties agree to use the following protocol, and to augment or vary the protocol as appropriate in the circumstances, to encourage and facilitate seamless and competent delivery of Services by Members to Product Space Clients.

The protocol requires that the Member be trusted to enter some agreements on behalf of Product Space, more specifically those agreements between Product Space and a Member Client which require delivery of Services: (a) solely by the Member; or (b) by the Member and other Members.

The Member has responsibility for ensuring they obtain agreement from any other Members, who are required to deliver Services under any agreement that the Member proposes to enter on behalf of Product Space.

To assist the parties to avoid unnecessary problems, the Member agrees to inform Product Space, if the Member proposes to enter into an agreement on behalf of Product Space. The Member is responsible for providing enough notice so that Product Space can raise any relevant issues or roadblocks with the Member.

The Member agrees to provide Product Space with a copy of every agreement entered into by the Member on behalf of Product Space, as soon as possible and not more than 48 hours after the Member enters in the agreement, and the Member must ensure each such agreement is consistent with the provisions of this Agreement.

Member and Membership Fees

Product Space will pay the Member Services Fee to the Member as specified below and in the schedule.

The Member agrees to provide a tax compliant invoice at the end of each month for any Member Services Fees due. The tax invoice must have sufficient information for Product Space to identify the client, the services provided, rates and correct GST amounts. Valid invoices will be paid by Product Space within 5 days of Product Space receiving payment from the Client. If the Client withholds payment, payment of the Member's invoice is subject to resolution of non-payment by the Client.

Members must pay Membership Fees, which will be invoiced by Product Space, in accordance with the Schedule.

Product Space may, from time to time, change the Membership Fees by not less than two month's written notice to the Member.

Intellectual Property Rights

It is agreed that, except as specifically provided below, neither party to this Agreement will claim rights in the Pre-existing IP of the other party; and that Intellectual Property Rights in Developed Materials will vest in Product Space as Shared IP.

The Member agrees that Product Space and other Members have an irrevocable, non-exclusive, transferable, royalty-free right to use the Member's Pre-existing IP which is used to provide Services or is otherwise made available by the Member for Product Space or other Members to use during term of this Agreement. The Member that uses another Member's Pre-existing IP, will seek permission from that Member for use of the Pre-existing Material.

Product Space agrees that the Member has a revocable, non-exclusive, non-transferable, royalty-free right to use the Shared IP during the term of this Agreement for performing obligations under this Agreement.

The parties agree that Product Space Clients will have a non-exclusive, non-transferrable and perpetual use right to Shared IP materials developed for them as Product Space Clients.

Confidentiality

The Member undertakes not to use shared Product Space Client information without the permission of the Client and not to disseminate confidential or otherwise sensitive information about the Services relating to the Client.

All agree to take reasonable steps to safeguard personal information and to comply with Product Space policies, Product Space Client policies, and the Privacy Act 1988 (Cth). On termination or expiry of this Agreement, Members

agree to return all copies of Product Space Client information (including any personal or sensitive information) to the Client.

Limitation of liability

Except where there is an intentional breach of the principles of honesty and openness that underpin this Agreement (including in the case of any infringement of Intellectual Property Rights by a party), the limit of liability in any claim by either party against the other is limited to the Liability Cap, provided this limit will also not apply to the extent that to do so would be unlawful. Neither party is liable to the other for indirect, consequential or incidental loss or damage.

Disputes

If a dispute arises in relation to this Agreement, the parties will use all reasonable endeavours to find a solution based on Product Space’s established decision-making and conflict handling processes before commencing court or arbitration proceedings; but a party may do so if no solution is agreed within 10 days after the dispute first arises.

Term and termination

This Agreement can be terminated with one month’s written notice to the other party or as agreed with regard to commitments to Product Space Clients.

If there is a material breach of this Agreement or if either party goes into liquidation or becomes insolvent, and it is not remedied within 5 business days, either party may terminate this Agreement immediately by notice in writing to the other party. Termination for any reason will not affect the provisions which should reasonably continue and will not affect any claim arising out of any breach or failure under this Agreement prior to termination.

General

- This Agreement is the entire Agreement of the parties about its subject matter and supersedes any previous understanding or Agreements between them. It can only be varied when both parties agree. Where there is a conflict between this Agreement and the Schedule, this Agreement will prevail, unless there is express provision to the contrary in the Specific Terms.
- Members agree not to incur any obligations on behalf of Product Space without prior written consent and will indemnify Product Space against all actions, claims and expenses arising out of a Member’s infringement of the rights of any person or resulting from any act or omission of the Member.
- Notices and other communications under this Agreement are to be given in writing by email or by personal delivery. They must be sent to the email or address of the designated person or office holder.
- Under this Agreement, Product Space may off set any amounts it owes to Members against any amounts owed to Product Space by Members.
- This Agreement is governed by and construed in accordance with the laws of New South Wales.

Executed as an Agreement

Product Space Pty Limited by:

Insert name of Member by:

Director

Authorised Signatory

Print Name

Print Name

Addendum: Definitions and Interpretation

In this Agreement, unless the context requires otherwise:

Agreement means this Services Agreement including the Schedule;

Developed Materials means any Materials developed or produced by the Member in the course of providing the Services;

Effective Date means the date specified in the Schedule;

GST refers to any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights;

Intellectual Property Rights means any formula, process, invention, model, trade mark, service mark, business name, domain name, copyright, design, patent, trade secret, moral right, know-how, marketing or promotional concepts and plans, branding and any other intellectual property rights, whether registered, in the course of being registered, capable of registration or unregistered, and any analogous rights worldwide;

Liability Cap means the limit of liability in any claim by either party against the other, which is more further defined in the Schedule;

Material means any information or instructions stored in any medium and includes electronic data, courses, reports, manuals, presentations, plans, layouts, formulae, diagrams, methodologies, video recordings, audio recordings, photographs, drawings and other images;

Member means the party entering into this Agreement with Product Space;

Members means the people who, from time to time, are party to a Product Space Team Member Agreement with Product Space, and includes the Member;

Member Client means a client or customer with whom the Member worked and who is introduced to Product Space by the Member and becomes a Product Space Client during the term of this Agreement;

Member Services Fees means the fees payable by Product Space to the Member for the Services, calculated in accordance with the rates and in the manner set out in the Schedule;

Membership Fees means the specific amounts which are payable by the Member to Product Space as set out in the Schedule;

Pre-existing IP, in respect of each of us, means:

- (a) any Intellectual Property Rights subsisting in Materials of that party which:
 - (i) exist at the Effective Date of this Agreement; or
 - (i) are not developed under this Agreement; and
- (b) any modifications or enhancements to the items in paragraph (a) of this definition that cannot be used independently of those items;

Product Space Client means a client or customer of Product Space at any time during the term of this Agreement;

Product Space Collaboration and Information Environment means Product Space's account on Google Drive or any other account or Internet-accessible resource that Product Space notifies to the Member from time to time;

Product Space Tasks means the tasks that Product Space is to carry out, as set out in the Schedule;

Schedule means the Schedule attached to this Agreement;

Services means the services which are to be supplied by the Member, as set out in the Schedule; and

Shared IP means all Intellectual Property Rights in Materials created by other Members of Product Space in the course of providing services on behalf of Product Space;

Specific Terms means the specific terms (if any) set out in the Schedule.

Schedule

	Effective Date	
	Member Representative	<if the Member is a Company or Trust, this is where you include the name and address of the real person (ie with hands and feet and a head) who will be performing the services>
	Member Services	The Member will provide services on behalf of Product Space to Product Space Clients as agreed between the parties in writing from time to time. The Services will be provided by the Member on the dates and at the locations agreed between the parties from time to time, or between the Member and the Product Space Client as envisaged by this Agreement.
	Member Services Fees	A percentage (currently 90%) of the amount received by Product Space to the relevant Product Space Client for the Services of the Member in the applicable period. The percentage may be varied from time to time by Product Space, and any change must be notified to the Member in writing not less than two months in advance of the change. The percentage is 90% at the Commencement Date. As at the Commencement Date, Product Space expects the percentage to vary between 88% and 92% over time, and will determine the percentage in accordance with the requirements of prudent, transparent, and accountable management of Product Space, with the intention of maintaining reasonably limited liquidity within Product Space. Invoicing terms: The Member will invoice Product Space monthly in arrears. Payment terms: Product Space will pay the Member within five [5] days of Product Space receiving payment from the relevant Product Space Client and the Member's invoice.
	Membership Fees	Membership Fees comprise a quarterly membership fee = \$750/quarter + GST as at the start of this Agreement; and Invoicing terms: Product Space will invoice the Quarterly membership fee quarterly in advance, or yearly in advance if the Member so elects at the start of this Agreement. Payment terms: The Member will pay the Monthly membership fee within fourteen [14] days of receiving the invoice from Product Space.
	Liability cap	(a) In the case of the Member, three [3] times the Member Services Fees paid or payable in the previous Year. (b) In the case of Product Space, three times the Membership Fees paid or payable under this Agreement in the previous Year.

	Address for Notices	Product Space: c/- RJChalmers, Level 4, 23 O'Connell St, Sydney NSW 2000 hello@theproductspace.com Member: [insert address] [insert email]
	Specific Terms	[insert "N/A" unless you need to insert any amendments or additions to the Agreement. For example, "clause [xx] is deleted and replaced with the following: ..."]