



MOONAH MARKETING STAFF AGREEMENT

1. Definition of Staff

For the purposes of this agreement, "Staff" refers to all individuals employed by Moonah Marketing in any capacity, including full-time, part-time, and contract workers, regardless of their geographical location. All Staff are subject to the same terms and conditions outlined in this agreement.

2. Confidentiality

All Staff of Moonah Marketing ("Staff", "Contractors") are required to maintain strict confidentiality regarding all Company and client information. Staff must take the utmost care to safeguard sensitive details, including passwords, logins, marketing strategies, and proprietary data. Disclosure of such information to third parties without explicit written consent from the Company is strictly prohibited, both during and after the term of employment.

Staff must never sell, share, or distribute Company or client information to any individual, business, or external entity under any circumstances.

3. Data Security and System Protection

To ensure the security of client and Company information, Staff are required to:

- Install and maintain up-to-date antivirus software on all devices used for work.
- Regularly update operating systems and security software to reduce vulnerabilities.
- Use strong, unique passwords and enforce multi-factor authentication where applicable.
- Avoid accessing Company systems or client information over unsecured Wi-Fi networks.
- Lock all devices when not in use to prevent unauthorised access.
- Immediately report any suspected data breaches or security issues to management.

Staff must take all reasonable steps to protect information from unauthorised access, hacking, or theft. Failure to adhere to these security protocols may result in disciplinary action or termination.

4. Conflict of Interest

Staff are permitted to engage in other work or freelance activities, provided that such activities do not conflict or interfere with their duties and responsibilities at Moonah Marketing. Staff must ensure that:

- Moonah Marketing tasks and deadlines are prioritised.
- Their work for other employers does not create competition or conflict with Moonah Marketing's interests.
- Moonah Marketing resources, time, software, or tools are not used for external purposes.
- Any potential conflicts of interest is reported to management for review.

5. Intellectual Property

Any work created, developed, or produced by Staff during their employment (including but not limited to reports, marketing content, designs, or strategies), remains the exclusive property of Moonah Marketing. Staff may not use, replicate, or distribute this work without prior consent. Staff agree to assign all rights, titles, and interests in such work to Moonah Marketing.

6. Communication Expectations

Staff must remain accessible during agreed working hours and provide regular updates on tasks, including logging their working hours. Professional and timely communication is essential for effective collaboration, particularly when working across different time zones.

7. Termination and Return of Property

Termination may occur under the following conditions:

- Upon mutual agreement between the parties.
- At the completion of the assigned projects or services.
- For performance-related concerns, with written justification from Moonah Marketing.
- Voluntary resignation by the Contractor, provided two weeks' notice is given in writing.

All terminations, regardless of cause, must be communicated in writing (via email).

Termination notices will include the final working day, details of any outstanding tasks, and offboarding procedures.

Upon termination of employment, Staff must return all Company property, including access credentials, data files, and any equipment provided for work. Staff are required to permanently delete all Moonah Marketing and client information, software, logins and passwords from personal devices and confirm this in writing.

8. Non-Solicitation

Staff shall not solicit Moonah Marketing clients or staff for personal or external business purposes during their employment and for a period of one (1) year following termination.

9. Commitment to Excellence and Ethical Standards

All Staff at Moonah Marketing are expected to consistently strive to deliver their best work for the benefit of the Company and its clients. This includes providing high-quality work output, meeting deadlines, and proactively seeking ways to enhance performance and outcomes. Moonah Marketing holds its Staff to the highest ethical standards. Staff are required to:

- Uphold honesty, integrity, and trustworthiness in all professional activities.
- Treat clients, co-workers, and stakeholders with respect and professionalism.
- Abide by all applicable laws, regulations, and Company policies at all times.
- Avoid engaging in any activities that could harm the reputation, interests, or legal standing of Moonah Marketing.

Staff are encouraged to take initiative, meet expectations, and operate with a sense of responsibility and dedication. Delivering results and maintaining ethical standards form the foundation of Moonah Marketing's commitment to excellence.

10. Compensation

Staff shall be compensated at an agreed rate. Payments will be made on a weekly basis after the submission of accurate timesheets. Staff are responsible for submitting detailed and accurate timesheets to enable prompt payment processing.

11. Independent Contractor Status

Unless otherwise agreed, Staff shall act as an independent contractor and not as an employee of Moonah Marketing. Nothing in this Agreement shall be interpreted to create an employment relationship. Staff are solely responsible for:

- Payment of all applicable taxes in their jurisdiction.
- Maintaining their own insurances, tools, and resources to perform the agreed-upon services.

Staff acknowledge that they are not entitled to employee benefits, including but not limited to health benefits, paid leave, or superannuation contributions.

12. Indemnification

To the fullest extent permitted by law, Staff agree to indemnify and hold harmless Moonah Marketing from any claims, liabilities, damages, or expenses arising out of the Staff's acts or omissions in the performance of their services under this Agreement.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, Australia. The Contractor is responsible for complying with the legal obligations of their own jurisdiction, including taxation and labour laws.

14. Entire Agreement

This Agreement constitutes the entire understanding between Moonah Marketing and the Contractor and supersedes all prior agreements, understandings, or representations. Any modifications must be agreed to in writing and signed by both parties.

15. Acknowledgment of Agreement

By signing this agreement, the Staff acknowledges that they have read, understood, and agreed to the terms outlined above. Failure to comply with these terms may result in disciplinary action, up to and including termination of employment.

Name: SARAH NEWNHAM

Name:

Signed: 

Signed:

Date:

Date: