

(Consultant)

AND

(Key Employee)

AND

THE CLIENT NAMED IN THE SCHEDULE

(Client)

**CONSULTANCY AGREEMENT NO 2
DATED**

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THIS AGREEMENT dated

PARTIES

(A.B.N.) of (Consultant)

AND

of (Key Person)

OF THE FIRST PART AND

THE CLIENT NAMED IN THE SCHEDULE (Client)

OF THE SECOND PART

THE PARTIES AGREE

1. OFFER

- 1.1 This document is an offer to do consulting work for you. The work we have been instructed to do is described in:
- 1.1.1 The Schedule to this agreement;
 - 1.1.2 Our covering letter and proposal.
- 1.2 Our contract with you is made up of the following documents which work together as one contract:
- 1.1.1 These terms and conditions;
 - 1.1.2 Our covering letter; and
 - 1.1.3 Any proposal, estimates and timetables referred to in our covering letter.

2. ACCEPTANCE OF OFFER

If you accept this offer you will be regarded as having entered into a contract for our services. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance may be made in any one of the following ways:

- signing and returning a copy of this document;
- giving us instructions after receiving this document;
- verbal acceptance.

This offer, and the costing and timetable that relates to it remains open for acceptance for three calendar months. After that time, we may still agree to do work for you, but the terms may change. If the commissioning of the project does not take place within that three month period, the Consultant reserves the right to adjust its quotation in the light of possible cost changes in the interim period.

3. INTERPRETATION

- 3.1 Headings to clauses are included for the sake of convenience only and shall not affect the interpretation of the clauses to which they relate.

- 3.2 'Consultant' means the Consultant and also includes the Key Person any employee, servant, sub-contractor, associate, partner, director or officer of the Consultant.
- 3.3 'Key Person' means .
- 3.4 'Intellectual Property' includes know-how, technology, trade secrets, copyright, trade-marks or trade names.
- 3.5 The word 'person' means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not.
- 3.6 References to 'we' and 'us' refer to the Consultant, Key Person and any employee, servant, sub-contractor, associate, partner, director or officer of the Consultant.
- 3.7 References to 'you' are a reference to the Client.
- 3.8 When a party comprises two or more persons the rights and obligations of such persons pursuant to this Deed shall ensure for the benefit of and bind all of them jointly and each of them severally.
- 3.9 This agreement shall bind each party's legal personal representatives, successors and assigns.
- 3.10 The singular includes the plural and vice versa.
- 3.11 A reference to one gender includes a reference to all other genders.

4. ENGAGEMENT OF THE CONSULTANT

The Client engages the Consultant to provide, and to make available to the Client all knowledge, information and expertise available to or in the possession of the Consultant or any person employed by it concerning the information, methods, techniques and other matters available to it or its employees which may assist the Consultant in promoting the Client's interests, maintaining the efficiency of the Client's operations and in further improving the efficiency of its operations.

5. TERM OF ENGAGEMENT

- 5.1 This Agreement shall be deemed to have commenced on the date these terms were accepted by the client and shall continue until expiration of the Term specified in the Schedule, or until duly terminated.
- 5.2 The Consultant shall be required to make available the knowledge, information and expertise referred to in the Schedule for the period specified in the Schedule during the Term.

6. CONSULTANT TO EMPLOY

During the Term the Consultant will at all times ensure that the key person remains an employee and director of the Consultant and will do all things necessary or convenient to ensure that they carry out all duties within competence to ensure that the services provided are efficiently and effectively carried out.

7. PAYMENT TERMS

7.1 During the Term the Consultant will be paid by the Client by way of