

(Company)

AND

(Consultant)

AND

(Key Employee)

CONSULTANTS AGREEMENT

DATED

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INTRODUCTION

- A. The Client carries on the business of designing, writing and producing educational material for learning institutions (*Business*).
- B. The Consultant carries on the business of providing consultative and administrative services in areas relating to the Business.
- C. The Client wishes to avail itself of the expertise available to the Consultant in the areas referred to in Recital B.
- D. _____ is a Director and key employee of the Consultant and has agreed to become a party to this Deed upon the following terms.

IT IS AGREED

1. INTERPRETATION

In this Deed:

- 1.1 The singular includes the plural and vice versa;
- 1.2 A reference to one gender includes a reference to all other genders;
- 1.3 Headings to clauses are included for the sake of convenience only and shall not affect the interpretation of the clauses to which they relate;
- 1.4 **Consultant** means the Consultant and also includes any employee, servant, Consultant, sub-contractor, associate, partner, director or officer of the Consultant;
- 1.5 When a party compromises 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;
- 1.6 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; and
- 1.7 This Deed shall bind each party's legal personal representatives, successors and assigns.

2. ENGAGEMENT OF THE CONSULTANT

The Client engages the Consultant to provide, and the Consultant hereby agrees subject to clause **Error! Reference source not found.** but otherwise at its own cost, to make available to the Client all knowledge, information and expertise available to or in the possession of the