

(Consultant)

AND

(Company)

Consultancy Agreement No 3
DATED

TABLE OF CONTENTS

1.	Definitions.....	3
2.	Appointment.....	4
3.	General.....	4
4.	Compliance.....	4
5.	Consistency with company policies and sales material	Error! Bookmark not defined.
6.	Referral of potential purchasers.....	Error! Bookmark not defined.
7.	Confidentiality	Error! Bookmark not defined.
8.	Supply of materials, equipment and training.....	Error! Bookmark not defined.
9.	Fee for service	Error! Bookmark not defined.
10.	Lead generation.....	Error! Bookmark not defined.
11.	Complaints.....	Error! Bookmark not defined.
12.	No reliance upon representations.....	Error! Bookmark not defined.
13.	Acquaintance with relevant documentation	Error! Bookmark not defined.
14.	Consultant to operate at own risk and expense.....	Error! Bookmark not defined.
15.	Termination by the consultant.....	Error! Bookmark not defined.
16.	Termination by the company	Error! Bookmark not defined.
17.	Consequences of termination.....	Error! Bookmark not defined.
18.	No relationship of agency, partnership or employment	Error! Bookmark not defined.
19.	Governing law	Error! Bookmark not defined.
20.	Notices.....	Error! Bookmark not defined.
21.	Interpretation.....	Error! Bookmark not defined.
22.	Miscellaneous.....	Error! Bookmark not defined.

THIS DEED OF AGREEMENT is made the day of

BETWEEN: of ("the Company")

AND: Of ("the Consultant")

WHEREAS:

- A. The Company is involved in the marketing the concept of negative gearing and has developed systems, intellectual property and relationships with developers throughout Australia in relation to this.
- B. The Consultant is desirous of joining the Company enabling him to market the concept of Property ownership through negative gearing and to introduce clients to the company.
- C. The parties now set out in this deed the Terms of Agreement.

NOW THIS DEED WITNESSES AS FOLLOWS:-

PART 1 - DEFINITIONS

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions shall have the following respective meanings:-

Consultant means the Consultant and also includes any employee, servant, Consultant, sub-contractor, associate, partner, director or officer of the Consultant.

Cash Sale includes a sale by cash, approved funds transfer, approved credit card sale and cheques honored on presentation where the purchase price (other than a deposit) is paid by a single payment.

Client means such person or corporation introduced to the company for the purpose of purchasing a Property offered for sale by any Developer or Real Estate Agent recommended by the Company for the purpose of Negative Gearing and has completed a purchase as defined herein.

Cooling-off Period means the non-waivable statutory cooling-off period given to clients under the *Consumer Protection Act*.

Loan Contract means a sale where installments of the purchase price (less any deposit paid) are to be paid by a Purchaser to a finance institution nominated by the Company.

Property means any Property a Client Purchases from any Developer or Real Estate Agent recommended by the Company from "time to time".

Purchase means the purchase any Property from any Developer or Real Estate Agent recommended by the Company from "time to time" by any person who

- (a) pays in full for the Property by cash, cleared funds, approved funds transfer or approved credit card payment or Loan Contract, and
- (b) does not exercise any right to withdraw in the Cooling-Off Period, and
- (c) full exchange and settlement has taken place on the Property.

Purchaser means a person who completes a Purchase as herein defined.

Territory means the territory specified in **Error! Reference source not found.** of **Error! Reference source not found.**

PART 2 - APPOINTMENT

2. APPOINTMENT

- 2.1 The appointment shall continue until terminated in accordance with Part 6.

PART 3 - OBLIGATIONS OF THE CONSULTANT

3. GENERAL

- 3.1 In consideration of such appointment the Consultant agrees that it shall:
 - 3.1.1 use its best endeavors to introduce Clients to the Company from the leads generated by the company;
 - 3.1.2 use its best endeavors to promote the interest of the Company and make its business successful and well regarded from the leads generated by the company;
 - 3.1.3 refer to the Company all relevant business opportunities coming to its attention from leads generated by the company; and
 - 3.1.4 comply with all reasonable and lawful directions of the Company as it may make from time to time.

4. COMPLIANCE

- 4.1 The Consultant agrees that it shall:-
 - 4.1.1 comply with all statutory requirements and all regulatory requirements of any relevant authority, including but not limited to the any Real Estate Governing Body, and