

(Contractor)

AND

(Company)

CONSULTANCY AGREEMENT NO 4
DATED

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CONSULTANTS AGREEMENT

BETWEEN

AND

Parties: and its associated companies

Consultant:

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires

1.1.1 **Business development activities** means any specific job (refer to Fourth Schedule of this Agreement) to be performed by the Contractor to acquire, develop and manage business opportunities as required by the Sales Manager.

1.1.2 **Sales Manager** means the person assigned by the Company and nominated in the Second Schedule as its senior representative(s) in connection with any Business Development activities.

If more than one person is the Contractor, the persons defined as the Contractor shall be jointly and severally liable for the obligations under this Agreement and any event, act, default or omission by one of those persons shall, where the context so permits or requires, operate as if such event, act, default or omission concerned all of those persons.

The client of the Company shall mean any company, body corporate, association whether incorporated, individual, trust, trust company or other legal person with whom the Company itself from time to time contracted to provide specific work of which the Business Development activities forms part.

Contractor's Business Development activities means Business Development activities delegated to the contractor by the Company.

2. Terms

2.1 This agreement shall commence on / / and shall remain in force for a period of six (6) months unless earlier terminated.

3. The Services

- 3.1 The Company retains the Contractor to procure the prompt and competent completion of Contractors Business Development activities.
- 3.2 The Contractor will use their best endeavours to generate a minimum of three (3) confirmed sales contracts (contracts signed with unconditional finance approval) per month for the Company whether they be from Company generated leads, referrals from existing clients or new self generated leads.
- 3.3 The Contractor will act in good faith and abide by the Company's methods, policies and procedures and not knowingly omit or misrepresent themselves or anything regarding the Company principles, products and services.
- 3.4 The Contractor will exercise due care and skill in the handling and storage of records belonging to the Company or to client of the Company.
- 3.5 The Contractor is not a licensed dealer in securities (shares) nor is a financial planner or adviser and shall not represent or construe themselves or the Company as such.

4. Meetings

- 4.1 During the term of Agreement, the parties shall hold progress meetings for the purpose of allowing the Sales Manager, or a nominated deputy as authorised in the Second Schedule to discuss with the Contractor the progress of any Business Development activities. These progress meetings shall be held weekly or at a greater frequency if deemed necessary by the Company.

5. Charges

- 5.1 All prices and charges are expressed in Australian dollars.
- 5.2 The Contractor's charges for the Business Development activities shall be as set out in the First Schedule, and may vary from time to time according to market conditions.
- 5.3 All charges due will be paid within seven (7) days of receipt of an itemized tax invoice from the Contractor.
- 5.4 **Invoice description**

An itemised invoice will clearly show the Contractor's business name, address, phone numbers, fax numbers, A.C.N. number and A.B.N. number.

Clearly show the commissionable client's name, the contract of sale or settlement date, the full amount of the commission and a description of the amount being applied.

5.5 \$1,500 will be retained (at settlement) from the proceeds of the first property sale for the purpose of recruitment, training, business cards and set up of the Consultant.

6. Expenses to Contractor's Account

6.1 All business