



## **Independent Consultant Licence & Subscription Agreement**

**An Agreement Between:**

**Austpac Ventures**

ABN: 78 869 855 298

and;

**The Applicant**

<b>Applicant's Name:</b>	<input type="text"/>		
<b>Address:</b>	<input type="text"/>	<b>Post Code:</b>	<input type="text"/>
<b>Phone:</b>	<input type="text"/>	<b>Email:</b>	<input type="text"/>

### **INTRODUCTION:**

In most regions around the world, including Australia, it is illegal for any person (or company) to ask two or more persons to invest in a shared business venture, property or other investment, without complying with legal rules set down by the relevant Corporate Regulator.

Austpac Ventures has developed a unique and legally compliant Internet-based private securities trading exchange platform known as a Private Trading Exchange, or PTX.

A PTX may be licensed to a company that has issued, or proposes to issue, securities in order to raise funds from investors.

A PTX licence may also be granted to an accountant, solicitor, or other advisor that acts on behalf of multiple companies that have issued, or propose to issue, securities in order to raise funds from investors.

An Independent Consultant is a person licensed by Austpac Ventures to sell PTXs to small and medium sized enterprises (SMEs) wishing to raise debt or equity funding for business development or expansion.

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### **The parties agree as follows:**

#### **1. Number of Independent Consultants:**

It is agreed that, in any territory identified by Austpac Ventures, Independent Consultant numbers will be at the sole discretion of Austpac Ventures.

#### **2. Subscription Fee:**

The Applicant agrees to pay a monthly subscription fee of \$33.00 (Inc. GST).

### **3. The Term:**

The term of this Agreement is for a period of three (3) years and is subject to renewal at the discretion of Austpac Ventures.

Using Austpac Ventures services is subject to the Applicant's continuing compliance with the terms and conditions as set out in this Agreement.

### **4. Special Conditions:**

The Applicant further agrees as follows:

1. Austpac Ventures reserve the right to cancel this Agreement, without compensation to the Independent Consultant, in the event the Independent Consultant breaches the share hawking provisions of the Law and/or the requirements of the Commonwealth Corporations Act 2001 or the corporate regulatory requirements of the Law in any other jurisdiction in which the Independent Consultant may operate, in relation to an offer to issue or sell securities;
2. To indemnify Austpac Ventures and its officers, employees and agents ("those indemnified") against any direct or consequential liabilities, losses, damages, expenses and costs (including any legal expenses) incurred or suffered by any of those indemnified as a result of any claim or proceedings brought by a third party against those indemnified in connection with the publication of any material that may contain false or misleading statements.

### **5. Separate Legal Entity:**

The Applicant acknowledges that they and Austpac Ventures are independent parties and that no partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended by entering into this Agreement. The Applicant will at all times represent that it is legally independent from Austpac Ventures.

### **6. Regulatory Risk:**

The Applicant acknowledges that the regulatory/risk of operating a PTX platform is with the company issuing or proposing to issue securities, and not Austpac Ventures or the Independent Consultant.

### **7. Liability:**

Under no circumstances will Austpac Venture's liability extend to commitments or promises made by the Independent Consultant or for breach of the Agreement. The Applicant acknowledges that Austpac Ventures shall not be liable for any loss or damage arising from Austpac Venture's business model, processes and procedures.

## **8. Termination of Agreement:**

1. Austpac Ventures retains the right to terminate this Agreement at any time where Austpac Ventures considers that conditions incorporated under this Agreement are breached or where the Applicant has been convicted of a criminal offence or has found to have committed an act of insolvency.
2. Austpac Ventures shall have the right to terminate this Agreement by written notice upon the Independent Consultant's breach of or non-compliance with any of its terms.
3. The Independent Consultant shall be held legally liable for any intellectual property, copyright or trademark infringement as a result of the Independent Consultant's breach of this Agreement.
4. In the event of a breach of this agreement by the Independent Consultant, Austpac Ventures rights to pursue the Independent Consultant at law shall not be extinguished.
5. An Independent Consultant may terminate this Agreement by giving Austpac Ventures thirty days (30) days' notice in writing.

## **9. Legal Compliance:**

The Applicant agrees to comply with all Federal, State, Territory and Local Government laws.

## **10. Commercial Considerations:**

In relation to Austpac Ventures intellectual property, an Independent Consultant must ensure that:

1. Neither the Independent Consultant nor any of the Independent Consultant's clients makes, arranges or authorises the insertion of any reference to Austpac Ventures in any document (including opinion, press releases, promotional or marketing material) without the prior written consent of Austpac Ventures;
2. The Independent Consultant must not operate any business similar to Austpac Ventures and/or its PTX product during its period as an Independent Consultant; and
3. The Independent Consultant must not undertake any business similar to Austpac Ventures for a period of twenty-four (24) months after it has ceased being an Independent Consultant.
4. At all times an Independent Consultant is completely independent of Austpac Ventures save for the obligations and responsibilities contained in this Agreement.

## **11 Copyright.**

1. By using the Austpac Ventures/PTX method of publishing and promoting the issue or sale of securities, the Applicant agrees to abide by the copyright law and all other applicable laws of Australia including, but not limited to the terms of this Agreement.

2. The Independent Consultant acknowledges that the Web layout of a Private Trading Exchange (PTX) is Copyright and the Licensor agrees to license the right to use the Copyright to clients of the Independent Consultant in accordance with the terms and conditions set forth herein and the Independent Consultant agrees to accept the terms and conditions set forth herein.

3. Austpac Ventures shall have the right to terminate this Agreement immediately by written notice upon an Independent Consultant's breach of, or non-compliance with, any of the Agreement's terms.

The Independent Consultant may be held legally responsible for any copyright infringement that is caused or encouraged by the Independent Consultant's failure to abide by the terms of this Agreement.

4. The Independent Consultant agrees that any other documents supplied by Austpac Ventures under this Agreement, including amendments, revisions and supplements shall remain the property of Austpac Ventures and are provided by Austpac Ventures to the Independent Consultant exclusively for the Independent Consultant's use only.

## 12. Types of PTX Licences & Independent Consultant Commission:

Company PTX Licence	<b>A Single Company Licence:</b> For Company Directors wanting to have their own Company's PTX. This Licence is for a Company wanting to self-raise their own funds through an issue of debt or equity securities.	Licence Fee \$5,500.00. <b>Independent Consultant Commission 25%</b>
Advisor PTX Licence	<b>Professional Consultant Licence:</b> For accountants, solicitors & other professional advisors. This licence allows the Licensee to list up to 24 of their Client companies per annum on their own advisor PTX.	Licence Fee \$9,950.00. <b>Independent Consultant Commission 25%</b>
<b>Timeframe for getting a PTX operational:</b> Allow three (3) to four (4) weeks from signing a PTX Licence agreement, to having a fully functional and operational PTX as per our standard PTX model. See examples of our standard PTX models below.		
<a href="#"><u>Standard Equity Securities PTX</u></a>		<a href="#"><u>Standard Debt Securities PTX</u></a>
In order to ensure payment of your commission, you will need to provide us with an Independent Consultant I.D.		
Create your unique Independent Consultant I.D. This should be no more than ten (10) characters. <input style="width: 150px; height: 20px;" type="text"/>		



### 13. Terms of Payment of Independent Consultant Commission:

Austpac Ventures agrees to pay the Independent Consultant fees in the amounts and the manner as set forth in item 12 above. Payment terms are 50% on receipt by Austpac Ventures of the PTX commencement payment, with the Balance due on completion of the PTX.

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THE TERMS of this AGREEMENT are governed by the requisite Federal, State and Territory Laws of Australia applying to Austpac Ventures business, and this AGREEMENT will be considered terminated in the event of a breach of the terms and conditions hereof immediately upon the receipt of written notice thereof.

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**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorised officers and as of the date and year below written.

If a Company, signed by a duly authorised officer (e.g. a Director) for and on behalf of:

#### Applicant if a Company:

*Company name*

*A.C.N.*

#### Signed in AGREEMENT:

*The Applicant (Independent Consultant)*

*Print name*

*Position*

*Date signed*

**To commence your Subscription, scan the payment gateway QR Code.**



**Signing instructions:** To sign, you will need to print out the completed form, sign it, scan it and return the signed scanned copy to [Consultants@ustpacventures.com.au](mailto:Consultants@ustpacventures.com.au)