

CONSULTANCY AGREEMENT - GENERAL

DATED THE _____ DAY OF _____ 20__

BETWEEN

Company Pty Ltd ACN 111 222 333 having its registered office at 1 Sydney Street Sydney
2000 (the “Company”);

AND

Other Company Pty Ltd ACN 333 222 111 a Company duly incorporated under the
Corporations Act 2001 (Cth) and having its registered office at 1 Brisbane Street Brisbane
7000 (the “Consultant”);

AND

John Smith (the “Employee”).

CONSULTANCY AGREEMENT

DATED THE _____ DAY OF _____ 20__

PARTIES

BETWEEN: **Company Pty Ltd ACN 111 222 333** having its registered office at 1 Sydney Street Sydney 2000 (the “Company”);

AND: **Other Company Pty Ltd ACN 333 222 111** a Company duly incorporated under the *Corporations Act 2001* (Cth) and having its registered office at 1 Brisbane Street Brisbane 7000 (the “Consultant”);

AND: **John Smith** (the “Employee”).

RECITALS:

- A. The Company is engaged in Installation of air-conditioning unites.
- B. The Consultant is in the business of providing the Consulting Services as set out in Schedule One (the “Consulting Services”).
- C. The Company’s Consulting Services are to be provided by the Consultant.
- D. The Employee is an employee of the Consultant and the Consultant has agreed to make available the Employee to the Company for the purposes of the carrying out of the Consulting Services.

BY THIS CONSULTANCY AGREEMENT THE PARTIES AGREE as follows:

1. DEFINITIONS

1.1. In this Agreement the following words and phrases have the following meanings:

“**Agreement**” means this Consultancy Agreement.

“**Appointment**” means appointment of the Consultant by the Company as set out in Clause 2 of this Agreement.

“**Company’s Facilities**” is not limited to but includes all premises of the Company, equipment, data bases, resources and vehicles used and/or owned by the Company.

“**Company’s Business**” means the business described in Recital A and any other business that the Company or any other Related Entity of the Company might at any time in the future during the Term conduct.

“**Computer Policy**” means the Computer Policy of the Company as set out in Schedule Three.

“**Confidential Information**” means all information of whatsoever kind or nature including:

- (a) all information in whatsoever form that the Consultant obtains because of this Consultancy or because of the provision of the Consulting Services and whether such information is contained in a document or in any Software or is conveyed orally or is obtained by the Consultant through observation; and
- (b) all other information which is by its nature confidential to the Company and/or to the Company's Business and/or to any Customer of the Company; or
- (c) all information in any document or software, Object Code or Source Code that is marked or contained in a package or envelope that is marked "Strictly Confidential", "Confidential", "Secret", "Not to be Disclosed", "Private" or otherwise uses words which indicate that the Company or any other person regards the information as being of a confidential nature; or
- (d) all oral, written, recorded information and/or databases concerning the Company, the Company's Business, Customer information and Customer and/or client lists, Products and/or any intellectual property;
- (e) all other information or know-how in any form whatsoever concerning the Company's Business or Customers that is disclosed to the Consultant and/or the Employee or is otherwise learnt by the Consultant and/or the Employee during the Term.

But does not include any information that is or becomes generally available to the industry or becomes or is in the public domain other than as a result of a disclosure directly or indirectly by the informed party or its representatives.

"Consulting Fees" means the fees set out in Schedule Two and includes GST (if applicable).

"Consulting Services" means the services provided by the Consultant being the services as set out in Schedule One and all such other consulting services as may be agreed upon in writing by the Company and the Consultant during the Term.

"Customer Confidential Information" means any information which is provided to the Company and/or to the Consultant and/or the Employee by either the Company and/or by the Customer and which the Company and/or the Customer stipulates is confidential to the Company and/or the Customer, or which bears on its face or is otherwise marked "Strictly Confidential", "Confidential", "Secret" or "Not to be Disclosed" or otherwise uses other such words or which information by its very nature indicates that the Company and/or the Customer regards the information as being of a confidential or commercially sensitive nature.

"Customer" means any past, present and future Customer of the Company.

"Extension of Term" means any extension of the Term as may be agreed upon by the Parties in writing and commencing immediately upon the expiry of the Term.

“**GST**” means Goods and Services Tax as defined under a *New Tax System (Goods and Services Tax) Act 1999* (Cth) (the “GST Act”). Where any GST is payable, the Party making the supply must provide a tax invoice unless the tax invoice belongs to a class of tax invoices that the Commissioner has determined in writing may be issued by the recipient of a taxable supply under the GST Act. The Parties will, if necessary, at all times be fully and effectively registered for GST.

“**Intellectual Property**” means all inventions, copyrights, trade marks, designs and patents in any Products.

“**Law**” means all Acts, statutes, regulations, by-laws, common law, equity and includes Federal and State law as may be enacted or amended from time to time within Australia.

“**Notice**” means notice in writing including those conveyed by facsimile, letter, email and telex and conveyed in accordance with the provisions of this Agreement.

“**OH&S**” means Occupational Health and Safety.

“**Parties**” means the parties to this Agreement and includes their lawful successors and assigns. Any reference to a Party will include, where applicable, any subsidiary controlled by a Party or by the same persons who control that Party.

“**Person**” means any body that is recognised at law in the Territory whether it be a natural person, entity or corporation.

“**Product**” means all the products that the Company sells or provides to its Customers and includes all goods and services of whatsoever kind or nature that form part of the Company’s Business.

“**Project Plan**” means the plan for work required by the Company to be carried out by the Consultant and to be achieved through the provision by the Consultant of the Consultancy Services. The Project Plan is set out in Schedule One. The Parties may amend, modify or add to the Project Plan other services if agreed upon in writing.

“**Related Entity**” has the meaning given to it in Section 9 of the *Corporations Act 2001* (Cth).

“**Software**” means any and all computer software of whatsoever kind or description.

“**Tax Invoice**” is an invoice from the Consultant to the Company that complies with the GST Act.

“**Term**” means the period from the commencement of this Agreement until the completion of the Project Plan or until ___/___/___ or until either Party terminates the Appointment as provided in this Agreement.

“**Territory**” means the whole of Australia.

“Unsatisfactory Conduct” means any conduct by the Consultant and/or the Employee that constitutes a serious breach of this Agreement or which in the reasonable opinion of the Company may bring the Product, any Customer, or the Company into disrepute or harm of any kind, or involves any misuse of the Company’s Facilities or involves accessing, viewing or downloading or sending any material that is pornographic, defamatory or untrue, misleading or deceptive or does any other act or thing which is harmful to the Company or to any of its Customers or is a serious breach of this Agreement.

“Year” means each period of 12 calendar months during the Term with the first year commencing on the date hereof and expiring on the day before the anniversary of the date hereof.

1.2. In this Agreement, words importing any gender include all genders including the neuter gender. Words importing the singular include the plural and vice versa. Any reference to a Party includes that Party’s lawful assigns and successors in title.

2. APPOINTMENT BY THE COMPANY OF THE CONSULTANT

2.1. The Company appoints the Consultant for the purpose of providing to the Company the Consulting Services as set out in Schedule One. The Consultant accepts its appointment as Consultant and agrees to be bound by the terms and conditions herein during the Term.

2.2. The Consultant will direct the Employee to carry out the Consulting Services. It is an essential term of this Agreement that the Employee must, unless the Company agrees in writing otherwise, carry out the Consulting Services on behalf of the Consultant.

3. CONSULTING FEES

3.1. The Consultant must render Tax Invoices to the Company for the Consulting Services performed on the completion of each milestone as provided in Schedule Two at the end of each Month.

3.2. In consideration of the Consultant providing the Consulting Services to the Company, the Company covenants to pay to the Consultant in return for the Consulting Services the Consulting Fees within 28 day of the Consultant delivering a Tax Invoice to the Company for the Consulting Fees in accordance with this Clause and upon the acceptance of that Tax Invoice by the Company.

3.3. The Tax Invoice must set out the days or time spent and the Consulting Fees payable together with a short description identifying the Consulting Services provided during that month and such other information as the Company may require.

3.4. Where the Consulting Fees are determined by reference to days or time spent, the

Consultant must attach to its Tax Invoice a copy of all applicable time sheets and any other such records which the Company may require.

- 3.5. The Company is entitled, as a pre-condition to any obligation to pay the Consultant, to request that the Consultant provide the Company with such further or other information or documentation as it may reasonably require in order to satisfy itself that the Consulting Services have been properly carried out and that the Consulting Fee as calculated on the Tax Invoice is true and correct and properly represents the time spent by the Consultant.
- 3.6. The Consultant will include in its Tax Invoice to the Company all expenses incurred by the Consultant and/or the Employee with the authority of the Company.

4. COVENANTS AND REPRESENTATIONS BY THE CONSULTANT

- 4.1. The Consultant undertakes, represents to and covenants with the Company that:
- (a) the Employee has the necessary knowledge, experience, training and expertise to provide the Consulting Services in a professional and competent manner;
 - (b) the Consultant will do all things necessary to ensure that the Employee performs the Consulting Services at all times in a safe and competent manner;
 - (c) the Consultant will do all things necessary to ensure that the Employee is available as and when reasonably required by the Company and/or the Consultant in order to perform and carry out those Consulting Services;
 - (d) the Consultant will not engage any other Person other than the Employee to provide the Consulting Services to the Company without the prior written consent of the Company;
 - (e) the Consultant will follow all directions given by the Company, its other consultants (if any) or any authorised Person engaged by the Company as its project manager from time to time in respect of the performance of Consulting Services;
 - (f) the Consultant will carry out the Consulting Services to a standard satisfactory to the Company;
 - (g) the Consultant will carry out the Consulting Services at such places as the Company may require;
 - (h) the Consultant will complete all of the Consulting Services in a timely manner and in accordance with any times reasonably requested by the Company, its project manager (if any) or by any deadlines set by any applicable Project Plan;
 - (i) the Consultant will ensure that the Consulting Services provided be of a quality

reasonably acceptable to the Company and to the satisfaction of its project manager (if any) and, if applicable, its Customers;

- (j) the Consultant will promptly provide from time to time such information as the Company may reasonably require concerning the Consulting Services;
- (k) the Consultant will not do anything or fail to do anything which might cause embarrassment to the Company, the Company's Business, its Customers or potential Customers or bring the Company, the Company's Business, employees, Customers or potential customers or its Products into disrepute;
- (l) the Consultant will not do or omit to do anything which might cause the Company to be in breach of any of its obligations to Customers or which might cause the Company to be liable in tort, contract or liable under any Act, including any claims or liability pursuant to the *Trade Practices Act 1974 (Cth)* and/or any relevant State *Fair Trading Act* or any other consumer legislation;
- (m) if required, the Consultant will, if requested by the Company, keep time sheets and such other records of Consulting Services performed for the Company and make those time sheets and records available to the Company within a reasonable period of time if so requested.

4.2. The Consultant promises and undertakes to the Company that the Employee will at all times in the course of carrying out his or her duties to the Consultant under this Agreement:

- (a) act diligently, ethically, soberly and honestly;
- (b) not take or use any drugs unless prescribed by a medical practitioner or lawfully available without prescription and used in accordance with directions;
- (c) not by act or omission, commit any criminal offence;
- (d) not act negligently or carelessly;
- (e) not consume alcohol whilst providing the Consulting Services nor perform those Consulting Services under the effects of alcohol.

4.3. The Consultant will ensure that the Employee complies with all applicable OH&S legislation and all OH&S policies of the Company including but not limited to those relating to a smoke-free work environment.

4.4. The Consultant will ensure that the Employee complies with all procedures, rules, regulations, standards of conduct and lawful directions of the Company in respect of the use of the Company's Facilities and in the communications and dealings with the Company.

- 4.5. The Consultant must ensure that the Employee does not sexually harass any employee and/or Customer or unlawfully engage in any discriminatory behaviour while at the Company's premises or while in any way connected with the Consulting Services.
- 4.6. The Consultant must not be engaged or involved in any other business apart from the provision of the Consulting Services whilst the Consultant is on the Company premises, using the Company's Facilities or is otherwise performing the Consultancy Services.
- 4.7. The Consultant must not commit any criminal offence and/or breach any Law or regulation which could adversely affect the interests of the Company, the Company's Business or the Consulting Services.
- 4.8. The Consultant must not represent in any way that its Employee is an employee of the Company or that the Employee is in any way associated with the Company or the Products other than as permitted under this Agreement.
- 4.9. The Consultant must, if required by the Company or (if applicable) any Customer, carry and display at all times appropriate Company identification and provide such identification as is reasonably necessary.
- 4.10. The Consultant must not otherwise act in any manner which could disrupt or adversely affect the Company, the Company's Business or the reputation of the Company. The Consultant must not disparage the Company at any time during the Term.
- 4.11. Unless otherwise agreed in writing with the Company, the Consultant must provide the Employee with all of the necessary equipment and computers to enable the Employee to properly and efficiently perform the Consulting Services. The Consultant acknowledges it is solely responsible for maintaining all such equipment in good and safe working order and condition.
- 4.12. For the purposes of Clause 4, any act or omission by the Employee will, for all purposes of determining whether the Consultant is in breach of Clause 4, be deemed to be an act or omission by the Consultant.

5. USE OF COMPANY'S FACILITIES

- 5.1. The Consultant must ensure that where the Employee uses any of the Company's Facilities, the Employee does not use those Facilities to:
- (a) publish any defamatory material;
 - (b) without authority copy any plan, document, sketch or design which copying is unauthorised and breaches any Intellectual Property and/or Confidential Information belonging to the Company or any other Person;
 - (c) harass, bully or discriminate against any Person;

- (d) without authority use or disclose or in any way publish any Confidential Information or Customer Confidential Information;
- (e) access, download, print or disseminate in any way any pornographic material;
- (f) hold him or herself out as having any authority, entitlement, right or position which he or she does not have;
- (g) do any act or thing which could be reasonably construed as misleading or deceptive or which is likely to mislead or deceive any Person.

6. GUARANTEES AND INDEMNITIES BY CONSULTANT

- 6.1. If the Employee fails to perform any of his or her obligations to the satisfaction of the Company and/or any project manager appointed by the Company (if any), the Consultant covenants with the Company that it will promptly, upon receiving written Notice from the Company, arrange for another Person to carry out and/or perform any such outstanding obligation(s) to the full satisfaction of the Company and/or any such project manager.
- 6.2. The Consultant indemnifies the Company against any loss, liability or damage that the Company sustains as a direct or indirect consequence of any breach by the Consultant of any of its covenants or other obligations pursuant to or under the Agreement.

7. CONFIDENTIAL INFORMATION

- 7.1. The Consultant and the Employee jointly and severally covenant with the Company that:
 - (a) They will each only use Confidential Information for the benefit of the Company and in the proper performance of the Consulting Services and will not disclose any Confidential Information to any Person without the prior written consent of the Company;
 - (b) They will not use or disclose any Customer Confidential Information except to the extent permitted by the Customer and/or the Company for the purposes of properly performing their obligations under this Agreement.
- 7.2. The Consultant and the Employee jointly and severally acknowledge to the Company and agree with the Company that:
 - (a) all Confidential Information is confidential to the Company;
 - (b) all Confidential Information that may come into existence at any time after the date of this Agreement and during the Term whether as a consequence of this Agreement or otherwise is confidential to the Company;

- (c) all Confidential Information that is created by the Consultant in the course of the provision of Consulting Services is confidential to the Company.
- 7.3. The Consultant and the Employee will not dispute or contest or assist any other Person in disputing or contesting the confidentiality of any Confidential Information and/or the rights of the Company to have such information kept as Confidential Information.
- 7.4. If at any time the Consultant and/or the Employee use or access the Company's computers or computer network, then the Consultant and the Employee agree and acknowledge to the Company that both the Consultant and the Employee will at all times observe and abide by the Company's Computer Policy as set out in Schedule Three. The Consultant and the Employee indemnify and agree to keep indemnified the Company against any loss, liability or damage which the Company might sustain as a direct or indirect result of the Consultant or the Employee failing to comply with the Computer Policy.

8. INTELLECTUAL PROPERTY

- 8.1. The Consultant and the Employee acknowledge that the Company is the exclusive owner of all the Intellectual Property in all documents, software and training programs and/or manuals or Products in any way created or developed under or pursuant to the Agreement and/or the Consulting Services.
- 8.2. The Consultant and Employee jointly and severally covenant with the Company that they will, if requested to do so by the Company during the Term or at any time thereafter, do all things and sign all documents reasonably necessary to assign fully their interests both in law and in equity in any Intellectual Property (if any) to the Company at no charge to the Company including all moral rights in respect of any copyright material.
- 8.3. The Company agrees to pay any expenses that have or will be incurred by the Consultant and/or Employee in carrying out any obligation under this clause.
- 8.4. The Consultant and the Employee each jointly and separately and irrevocably appoint the Company as their due and lawful attorney with full power to execute any document including any transfer or assignment to give effect to this clause.
- 8.5. Where the Consulting Services have involved the creation of any Software programs and/or manuals by the Consultant, the Consultant and the Employee acknowledge that all such Software and/or manuals are owned by the Company. The Consultant must provide a complete set of all such Software and manuals to the Company. The Consultant and the Employee each covenant with the Company not to use or allow any

other Persons to use such Software or manuals.

- 8.6. Where any Software program or manual is reserved as the sole property of the Consultant and/or the Employee then the Consultant and/or the Employee consent and agree to the Company using at no charge the Software program or manual but only for purposes of:
- (a) enabling the full and unfettered continued enjoyment of all the benefits by the Company of the Consulting Services provided by the Consultant; and/or
 - (b) enabling the Company to provide the full and complete services and/or Products to its Customers; and/or
 - (c) enabling the Company to fulfil and continue to fulfil any warranty or maintenance obligations it might owe to any Customers whether now or at any time in the future; and/or
 - (d) enabling the Company to continue to carry out any other obligations on its part to any Customers.

9. COVENANT NOT TO COMPETE OR SOLICIT CUSTOMERS

- 9.1. For the purposes of protecting the goodwill of the Company's Business, the Consultant and the Employee jointly and severally covenant with the Company that neither of them will, without the Company's prior written consent, provide services or products identical or similar to the Consulting Services to any Customer or to any competitor of the Company.
- 9.2. The Consultant and the Employee jointly and separately undertake to the Company that they will not during the Term or for 12 months thereafter solicit or approach any Customers to provide or offer to provide to them services the same as or similar to the Consulting Services.
- 9.3. The Consultant undertakes and covenants with the Company not to solicit or attempt to solicit any employees of the Company with a view to inducing them to leave the employment of the Company.
- 9.4. The Consultant must not during the Term and for a period of 12 months thereafter solicit or attempt to solicit any contractors or consultants engaged by the Company during the Term or any part thereof.

10. WHEN THE COMPANY CAN TERMINATE

- 10.1. The Company may terminate the Appointment by giving written Notice to the Consultant if:

- (a) the Employee ceases to be an employee of the Consultant or ceases to be available to perform the Consulting Services on the Consultant's behalf; or
- (b) the Consultant is for whatever reason unable to perform the Consulting Services under this Agreement; or
- (c) the Consultant commits a breach of any term of the Agreement and fails to remedy the breach within 7 days of being requested by the Company to do so in writing or within such longer period as the Company may in its written request so specify; or
- (d) the Consultant is being wound up or a receiver is appointed in respect of any of the assets of the Consultant or an Administrator or official manager is appointed to the Consultant pursuant to the *Corporations Act 2001* (Cth); or
- (e) the Consultant or the Employee commits any act or omits to do any act which in the opinion of the Company constitutes Unsatisfactory Conduct; or
- (f) the Consultant becomes insolvent; or
- (g) the Consultant fails to meet any of its statutory obligations to the Employee.

10.2. The Company may terminate this Agreement whether or not there has been any breach by giving the Consultant 30 days' prior written notice to that effect whether or not the Consulting Services have been completed and such termination will not be a breach of this Agreement and will not give rise to any claim for compensation or damages.

10.3. In the event that the Appointment is terminated by the Company for any reason, such termination automatically terminates the Agreement with the Employee.

11. WHEN THE CONSULTANT CAN TERMINATE

11.1. The Consultant may terminate the Appointment by giving 30 days' written notice to the Company whether or not the Consulting Services have been completed and such termination will not be a breach of this Agreement and will not give rise to any claim for compensation or damages.

11.2. The Consultant may terminate the Appointment effective upon the issuing of a Notice to the Company to the effect if:

- (a) the Company breaches any term of the Agreement and fails to remedy that breach within 7 days of being requested by the Consultant to do so in writing or within any longer period as the Consultant may in its request specify;
- (b) the Company is wound up or there is an appointment of any Administrator or any receiver to any assets of the Company or upon an official manager being appointed pursuant to the *Corporations Act 2001* (Cth).

12. PAYMENTS UPON TERMINATION

- 12.1. Upon termination the Company will only be liable to the Consultant for Consulting Services provided up to termination.
- 12.2. Where the Term is a shorter period than would otherwise be the case because it is terminated then the Consultant will only be entitled to be paid Consulting Fees for work done up until the date of such termination.
- 12.3. The Company is entitled to set off against any outstanding Consulting Fees an amount either in full or partial satisfaction on account of any loss, damage or liability which the Company has incurred as a direct or indirect consequence of any breach on the part of the Consultant and/or Employee of this Agreement.

13. RETURN OF CONFIDENTIAL INFORMATION AND OTHER COMPANY PROPERTY

- 13.1. Upon termination of the Appointment for any reason, the Parties will use all reasonable commercial endeavours to return to each other all Confidential Information and any Intellectual Property belonging to the other Party. Where such Confidential Information and/or Intellectual Property is incapable of being returned in tangible form, for example if it is stored on computer hardware, then each Party undertakes with the other that it will, after providing copies to the other Party, destroy all electronic records of such Confidential Information and/or Customer Confidential Information.
- 13.2. The Consultant and the Employee must return in a timely manner all Company property in their possession, custody or power and each covenants with the Company that if any such property cannot be returned in its original condition (fair wear and tear excepted) then it will reimburse the Company an amount equal to that item's market value.

14. SURVIVAL CLAUSES

- 14.1. Notwithstanding termination of this Appointment for any reason, all clauses of this Agreement that are expressly intended to continue to be binding and enforceable will continue to be binding and enforceable. In addition, all obligations to pay any sum due prior to termination, keep Confidential Information confidential, keep Customer Confidential Information confidential, and all covenants not to compete, or solicit customers or employees and/or return and not use Intellectual Property or Company Property will continue to be fully binding and fully enforceable.

15. RELATIONSHIP BETWEEN THE PARTIES

- 15.1. The Parties acknowledge to each other that they are not in partnership, there is no joint venture or franchise arrangement between them or any two of them and that nothing in

this Agreement gives rise to or creates an employer/employee relationship as between the Company and the Employee.

15.2. The Parties acknowledge that the only relationship that the Company has under this Agreement is that the Consultant and/or Employee is an independent contractor to the Company and the terms are as set out in this Agreement.

15.3. Neither the Consultant or the Employee may claim, or hold itself, himself or herself out to any Person as having any relationship, authority, right or entitlement to represent or act as agent of the Company or to have any interest or shareholding in the Company at any time during or after the Term.

15.4. The Parties must in the performance of all their obligations to each other act in good faith, co-operate and act reasonably towards each other.

16. CONSULTANT'S AND EMPLOYEE'S OBLIGATIONS

16.1. The Employee and the Consultant jointly and severally acknowledge and covenant to the Company that the Employee does not and will not at any time during the Term receive in excess of 80% of his or her gross income pursuant to or under this Agreement.

16.2. The Consultant represents to and covenants with the Company that:

- (a) the Employee is fully covered for Workers Compensation Insurance at all times during the Term;
- (b) it is the sole responsibility of the Consultant to pay all premiums in respect of the Employee's Workers Compensation Insurance and will provide to the Company at its request evidence to the satisfaction of the Company that the Employee is in fact fully covered for Workers Compensation Insurance to the satisfaction of the Company;
- (c) all superannuation and group tax obligations on behalf of the Employee and on the part of the Consultant have been and will continue to be met, where due, by the Consultant and will remain the sole responsibility of the Consultant;
- (d) The Consultant is solely liable for and indemnifies the Company in respect of and will insure against any liability, loss, claim or proceedings whatsoever arising under any Law in respect of or in connection with the death of or injury to any person, or any loss of or damage to any property arising out of or in any way connected with or caused by the execution of the Consulting Services. Proof that such Insurances have been effected must be furnished to the Company prior to the commencement of the Consulting Services.

16.3. The Consultant and Employee jointly and separately acknowledge to the Company that any breach of this Clause is a breach of an essential term and entitles the Company to terminate the Agreement immediately by giving notice to the Consultant to that effect.

16.4. In the event of any breach by either the Consultant and/or the Employee of this Clause, the Consultant must fully indemnify the Company for any loss or liability the Company might as a consequence incur or suffer.

17. NOTICES

17.1. Any Notice to be served upon the Company pursuant to this Agreement may be effectively served:

- (a) by personally delivering the same to any officer of the Company; or
- (b) by personally delivering it to the registered office of the Company as shown as the address of the Company at the beginning of this Agreement; or
- (c) by sending it by facsimile transmission or email addressed to the Company at the facsimile number or email address as provided to the Consultant and/or the Employee by the Company as its facsimile number or email address.

17.2. Any Notice to be served upon the Consultant pursuant to this Agreement may be effectively served:

- (a) by personally delivering the same to any officer of the Consultant or to the Employee; or
- (b) by personally delivering it to the registered office of the Consultant as shown as the address of the Consultant at the beginning of this Agreement; or
- (c) by sending it by facsimile transmission or email addressed to the Consultant at the facsimile number or email address as provided to the Company by the Consultant as its facsimile number or email address;

17.3. Any Notice to be served upon the Employee pursuant to this Agreement may be effectively served:

- (a) by personally delivering the same to the Employee in writing;
- (b) by personally delivering it to any person at the Employee's residential or business address; or
- (c) by sending it by facsimile transmission or email addressed to the Employee at the facsimile number or email address then used by the Employee as his or her facsimile number or email address.

17.4. Any address to which Notices under this Agreement may be served on any Party may be amended by that Party giving Notice of such a change.

18. WHOLE AGREEMENT

18.1. The terms of this Agreement represent the entire terms of all agreements and understandings between the Consultant and the Employee on the one hand and the Company on the other.

18.2. The Consultant and the Employee jointly and separately acknowledge to the Company that all prior statements, representations, undertakings and promises (if any) given by the Company on the one hand to the Consultant and/or the Employee on the other prior to the date hereof have not been relied on by the Consultant or the Employee and each agrees and acknowledges to the Company that the terms contained in this Agreement constitute the entire Agreement between them.

19. GOVERNING LAW AND JURISDICTION

19.1. This Agreement and the rights and obligations of the Parties hereunder are governed by and are to be construed in accordance with the Law of the State or Territory of Australia in which the Company has its registered office and the Parties submit to the non-exclusive jurisdiction of the Courts of that State or Territory.

20. SEVERABILITY

20.1. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be effective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability in such provision in any other jurisdiction.

EXECUTED BY THE PARTIES AS AN AGREEMENT

SIGNED BY)
Company Pty Ltd)
ACN 111 222 333 pursuant to)
Section 127 of the *Corporations Act 2001*)
(Cth) in the presence of:

Director

Print Name:

Signature of Witness
Print Name:

Director/Secretary

Print Name:

SIGNED BY)
Other Company Pty Ltd)
ACN 333 222 111 pursuant to)
Section 127 of the *Corporations Act 2001*)
(Cth) in the presence of:

Director

Print Name:

Signature of Witness
Print Name:

Director/Secretary

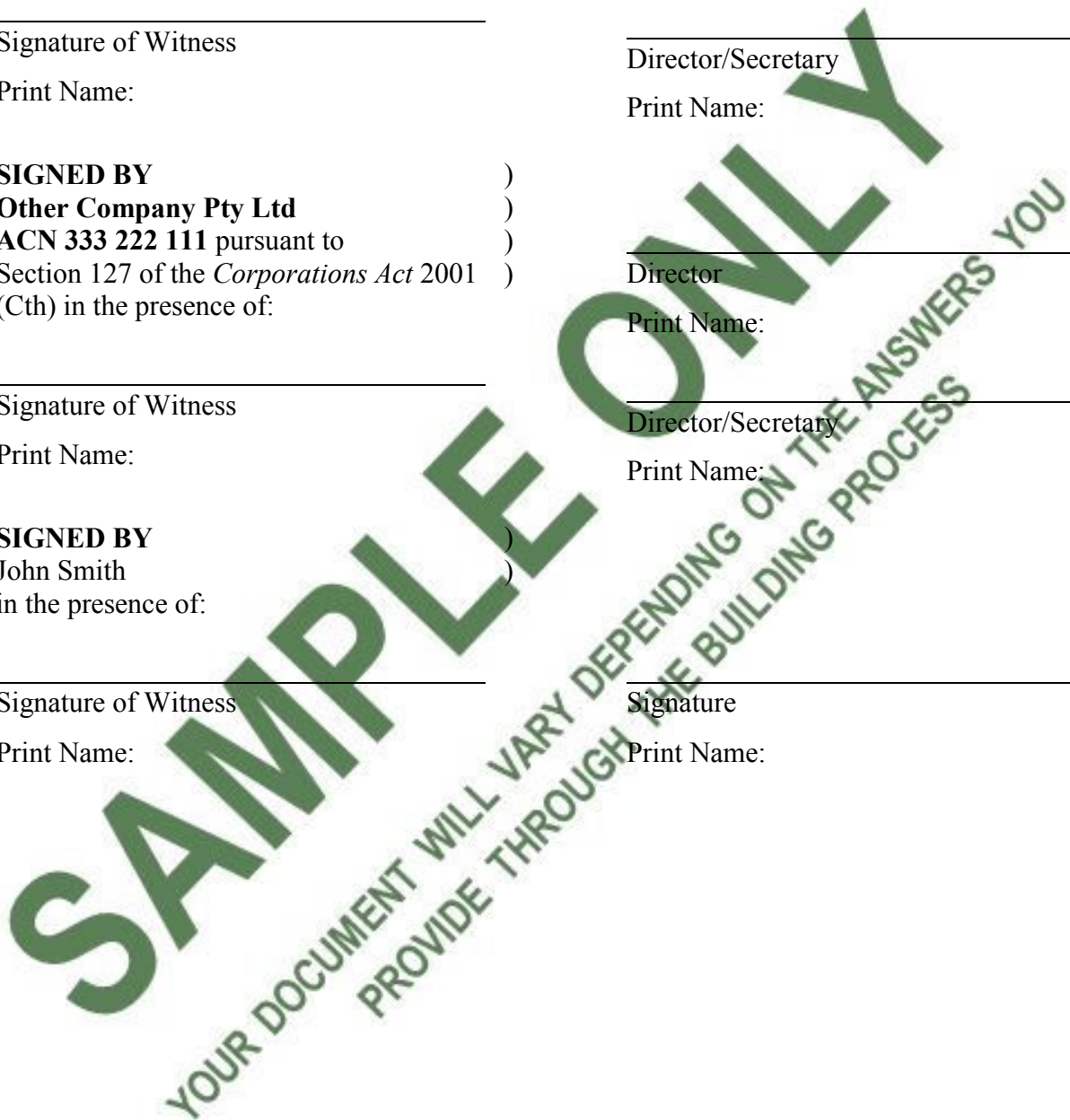
Print Name:

SIGNED BY)
John Smith)
in the presence of:

Signature of Witness
Print Name:

Signature

Print Name:



SCHEDULE ONE

CONSULTING SERVICES

The Consultant will provide the following consulting services to the Company:

Installation of air-conditioning unites

Transport of Air-conditioning units

Repairing units

Callouts to client premise to test temperature

Testing units

Quoting of new units

Adhere to OH & S procedure

Attend meetings when required

PROJECT PLAN

The Parties have agreed to the following Project Plan:

Installation of air-conditioning unites Transport of Air-conditioning units Repairing units
Callouts to client premise to test temperature Testing units Quoting of new units Adhere to
OH & S procedure Attend meetings when required

SCHEDULE TWO

CONSULTING FEES

The Consultant is entitled to be paid consulting fees as follows:

The Consultant is paid \$225 per hour of service rendered.

METHOD OF PAYMENT

The Company will pay the Consultant the Consulting Fees on a Monthly basis subject to first receiving a Tax Invoice for those Monthly payments.

GST

The Consultant must separately identify on each of its Tax Invoices all GST.

SCHEDULE THREE

COMPUTER AND EMAIL POLICY

1. Computers, computer files, computer software and the email system are the property of the Company and are intended to be used only for Company business.
2. “Computers” includes the entire computer network of the Company wherever located and is not limited to host computers, file servers, application servers, communication servers, mail servers, fax servers, web servers, workstations, stand alone computers, laptops, handheld terminals, software, data files, firewalls and all internal and external computer and communications networks for internet commercial online services, value added networks and email systems that may be accessed directly or indirectly from the Company’s computers or externally through dial-up connections and extended private networks.
3. The computer and email system must not be used in a manner that is disruptive or offensive to others. It will be a breach of this policy to access, download or send objectionable material including:
 - 3.1. pornography, including child pornography. You should be aware that accessing, downloading or sending child pornography is a criminal offence;
 - 3.2. material involving the instructions or promotion of crime, violence or hate;
 - 3.3. material involving an offensive description of violence to compel sexual conduct;
 - 3.4. material involving sexually degrading acts;
 - 3.5. material that is defamatory.
4. If you see another employee breaching this policy you must immediately inform management.
5. You must not download, view or send spam, junk mail or pop-ups because they may contain viruses, worms or “Trojan horses”. If you receive any pornographic, spam or junk email, then it must be deleted immediately.
6. You are prohibited from intentionally creating or sending viruses, worms or “Trojan horses”. You must do a virus check prior to opening any emails from unknown sources.

7. Whilst the occasional use of computers for personal purposes will be tolerated (provided this is not otherwise a breach of this policy), you must not do so excessively or allow such conduct to interfere with your normal duties.
8. If you violate this policy you may be terminated. You may also face immediate dismissal (depending upon the seriousness of your breach) for serious misconduct
9. If you use any computer for an unlawful purpose you may be reported to the police if a crime is involved and to any other appropriate authority and your employment with the Company may be terminated on the grounds of misconduct.
10. You must not, without the prior authorisation of the Company:
 - 10.1. copy any software belonging to the Company;
 - 10.2. provide copies of software belonging to the Company to any independent contractors, customers or third parties;
 - 10.3. install any software on the Company's computers.
11. You must not use or copy any software in such a way as may breach any licence granted to the Company by any person.