

## **1 PARTIES**

- 1.1 The Parties to this Agreement are Strategic Investors Australia Pty Ltd ACN: 155 941 441 known as Strategic Investors, and those registered to be known as "Business Partners." for the purposes of this document

## **2 BACKGROUND AND ACTIVITY**

- 2.1 Strategic Investors specialises in lead, prospect and Client generation, pre-screening and relationship building of prospects and clients. Strategic Investors will originate, develop and refer pre-screened prospects and clients to the Business Partner to obtain services from the Business Partner.
- 2.2 Strategic Investors and the Business Partner wish to enter into a referral arrangement where, in return for the referral or introduction of clients who purchase other services from the Business Partner, the Business Partner will not pay a commission or other fees to Strategic Investors.
- 2.3 In the case where the Business Partner refers a client to Strategic Investors that results in the Client purchasing a property through Strategic Investors, Strategic Investors agree to pay a commission or other fees, as detailed in a document outside of this Agreement.

## **3 PURPOSE**

- 3.1 3.1 The purpose of this Agreement is to set out the terms and conditions upon which Strategic Investors will pay commissions to one another for various activities as set out in clauses 5, 6 and 7 of this Agreement.

## **4 TERM**

- 4.1 The term of this Agreement commences on the date of execution by both Parties and continues in force until terminated by the Parties in accordance with clause 12.

## **5 REFERRAL AGREEMENT**

- 5.1 The functions of Strategic Investors are:
- a. To facilitate this Agreement;
  - b. To generate leads interested and/or buying a property or properties

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- c. To generate leads interested in the kind of financial services the Business Partner provides.
- d. To do this through a variety of online and offline marketing initiatives and various other marketing, networking, network marketing and relationship building initiatives
- e. To pre-screen, qualify and build a relationship with leads before referral to the Business Partner, which may include gathering data to form a snapshot of the Client's current financial situation and various relationship building and coaching processes with these clients.
- f. To perform client discovery, needs analysis of the individual's situation, to establish a working relationship and expectations for all parties.
- g. Arranging and facilitating group briefing and information sessions and one to one meetings that the prospect/client may attend that may include information on setting up a self-managed super fund and buying property in a self-managed super fund
- h. Briefing the prospect/client on the Business Partner and the kind of financial services they provide
- i. Facilitating other meetings as is required
- j. To work with listing agents and vendors to ensure that commissions or fees are paid.

## 5.2 The functions of the Business Partner are:

- a. To facilitate this Agreement
- b. To provide services to and work with suitable clients referred by Strategic Investors
- c. Where appropriate to advise clients referred by Strategic Investors to include direct property as part of their assets
- d. For those clients to who Strategic Investors refers, the Business Partner will source all property exclusively from Strategic Investors and its associated network of property providers

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- e. Responding to the Client within 24 hours and updating Strategic Investors
  - f. Your initial 15-30 minute appointment is complimentary.
  - g. Meet with the Client within 10 business days
  - h. Be available to interact with Strategic Investors membership forums.
  - i. Be available to interact live Q&A at least once per month (online).
  - j. Be available to interact in coffee club sessions (online).
  - k. Be available for an online video in your field of expertise
  - l. Be available to support with 3-hours workshops – (We plan to do 6 per year – with different topics) – have available current data to incorporate into the event
  - m. Regular supply fresh content for "members only" (including diagrams, infographics, images, etc.) in your area of expertise.
  - n. Provide broadcast announcements. Need for at least once insightful per two weeks, and this will be placed on the website and sent via SMS.
- 5.3 The Parties agree to undertake all reasonable steps to affect the terms and conditions of this Agreement and will at all times keep each other informed in performing the tasks set out in clauses 5.1 and 5.2.
- 5.4 Each Party warrants to the other Party that they will not, by any act or omission, do anything to prevent the other Party from obtaining the benefit of any commissions or fees as set out in this Agreement.
- 5.5 Each Party will only perform activities as agreed.
- 5.6 The Business partner will not sell services other than what they engaged.

## 6 SERVICES

- 6.1 The services that are the subject of this Agreement are -any services provided by the Business Partner to the Client referred by Strategic Investors, including but not limited to
- a. accounting, taxation services or advice,
  - b. a self-managed super fund set up, advice and ongoing management
  - c. mortgage broking, establishment and ongoing management or advice services
  - d. financial planning services, advice and product recommendation
  - e. property advice services
  - f. any real estate or land sales including, but not limited to, residential, commercial, industrial and rural property in Australia, which is the subject of an agency agreement between an associated company or partner of Strategic Investors and which is sold to a client referred or introduced to the Business Partner by Strategic Investors.
  - g. insurance and risk management services and products including but not limited to life, disability, unemployment and essential man insurances
  - h. financial planning products and services, including managed and mutual funds
  - i. any other consulting fees or services billed to that Client or an entity related to that Client
- 6.2 Any services Strategic Investors provides to the Business Partner include referring direct property stock for sale via Strategic Investors's associated network of property providers to the Business Partner.

## 7 REMUNERATION - PAYMENTS AND REFERRAL FEES

- 7.1 For any services that are sold by the Business Partner to a client referred or introduced by Strategic Investors or a client, there is no commission paid to Strategic Investors for the services provided. The Client will always be referred and owned by Strategic Investors.
- a. The Business Partner must not introduce the Client to any 3rd party vendors.

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- 7.2 Should the Client require further property investing services, the Business partner must refer them to one of Strategic Investors business partners
- 7.3 7.3 Where the Business Partner introduces a client to Strategic Investor, and the client purchases a property sourced via Strategic Investors and their associates that are sold by the Business Partner to a client, Strategic Investors will pay the Business Partner a commission or fee (including GST) as detailed below:
- a. 30% of the commission received inclusive of GST paid from by Property Purchasing Services provided by Strategic Investors,
  - b. The Business Partner will issue to Strategic Investor's tax invoice for its commission. The commission will be paid the following month so that Strategic Investors re-assess its commission.
    - i. In the case of an off the plan contract, both on unconditional exchange and on settlement.
    - ii. In the case of an existing property - on settlement
    - iii. in any other case where applicable, on the commission payment milestones relevant to that sale.
  - c. Commission Payments will be paid once a month on the first week of the month
- 7.4 From time to time, the parties may agree mutually to alter the fees payable by each Party as outlined above, either as a one-off instance or on an ongoing basis. Such Agreement will only take effect when acknowledged formally in writing to the Business Partner by Strategic Investors. The written notice will form part of this Agreement and will be effective from the date of the notice.

Such notice does not have any retrospective effect. It shall not affect the commissions payable to either Party on any work done prior to this date, including the sale of property where an expression of interest form is already submitted or property where there has been an unconditional exchange of contracts prior to the date of such notice.

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- 7.5 Any clawback of fees, whether by operation of law or otherwise, shall be shared between the parties pro-rata in accordance with payments made.
- 7.6 The parties will use their best endeavours to expediently resolve any disputes which arise in accordance with clause 7.7 of this Agreement.
- 7.7 Any settlement decisions remain within the full discretion of the Party directly billing the Principal and without indemnity to the Party claiming a commission or fee.
- 7.8 Where Strategic Investors has paid the Business Partner its entitlements pursuant to clause 7 of this Agreement and a successful claim for excessive commission is made by a principal or purchaser, the Business Partner must return to Strategic Investors within fourteen (14) days of any settlements, findings, decisions or orders by the relevant Court or Tribunal, any excess commission or fee paid to the Business Partner in relation to any Stock as ordered by the relevant court or tribunal calculated on a pro-rata basis of the excessive commission based on the proportions of the Business Partner's and Strategic Investors' commission.
- 7.9 In any event, where a vendor fails to pay any commission or fee for any Stock for any reason, the Parties agree that Strategic Investors will not be held liable by the Business Partner for any such entitlements under clause 7 of this Agreement, provided Strategic Investors uses with its best endeavours with its Principal to effect prompt payment from them.

Strategic Investors will provide to the Business Partner the relevant correspondence with the vendor demonstrating efforts to communicate with them and collect the outstanding commission.

- 7.10 In the event that a principal does not pay Strategic Investors the commission owed, the Business Partner will not pursue Strategic Investors. Any costs associated with legal action to collect commissions owed will be shared on a pro-rata basis based on the division of the outstanding commission.

## **8 COMPLIANCE**

- 8.1 The Parties will do everything to ensure that they comply with their requirements under any State or Commonwealth law and any contractual relationship they have with a third party. This includes but is not limited to the Estate Agents Act, the Corporations Act and the Trade Practices Act.

## **9 CONTRACT OF EMPLOYMENT OR PARTNERSHIP**

This Agreement should not be construed as either:

- a. An Employment Agreement; or
- b. A Partnership Agreement
- c. A joint venture Agreement.

## **10 INSURANCE**

- 10.1 The Parties will maintain the following insurance policies throughout the term of this Agreement:

- a. Professional Indemnity Insurance; and
- b. Public Liability Insurance.

- 10.2 The Business Partner will provide to Strategic Investors a copy of its certificate of currency for such insurance coverage within seven (7) days of the renewal of the policy.

## **11 CONFIDENTIALITY**

- 11.1 This Agreement and all its individual terms remain, at all times, the property of Strategic Investors, not to be copied or appropriated, in whole or in part, and both Parties agree that the terms and conditions of this Agreement are confidential.

- 11.2 Both Parties agree that in performing their functions under this Agreement, they will obtain, acquire or be privy to confidential information about or concerning the other Party.

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- 11.3 The Parties must not reveal, use or reproduce in any form, either for their own benefit or anyone else's any confidential information that they may obtain, acquire or be privy to about, or concerning, the other Party during the term of this Agreement without the consent of the other Party except that the Business Partner may make such disclosures in relation to this Agreement as it may in its absolute discretion think necessary without obtaining the prior written approval Strategic Investors:-
- a. to its professional advisers, its employees, its affiliates upon those clients undertaking to keep confidential any information so disclosed and/or;
  - b. to prospective clients and/or;
  - c. to comply with any applicable law or the requirement of any regulatory body.
- 11.4 All confidential information belonging to either Party will remain the sole and exclusive property of that Party.
- 11.5 Confidential information refers to any information (written or oral) not publicly available and includes all information relating to the Parties' business or operational interests, their methodology and affairs, financial information, and anything else that the Parties are notified of as being confidential.
- 11.6 Without limiting the generality of clause 11.5 of this Agreement, confidential information includes:
- a. Lists of clients, principals, vendors, developers or purchasers;
  - b. Lists of prospective purchasers and clients;
  - c. Property appraisals;
  - d. Agency agreements;
  - e. Contracts for the Sale of Business and/or Land;
  - f. Marketing material;
  - g. Letters of offer;



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- h. Property research processes and methodologies, and descriptions thereof
  - i. Property investment reports, formats, data, layouts, research, and associated notes
  - j. Emails between the Parties
  - k. PowerPoint presentations include but are not limited to presentations to clients, prospective clients and referring partners
  - l. Business proposals
  - m. Any other material or information developed and/or belonging to one Party that may permit a third party to establish a client, principal, developer, purchaser, landlord, distributor/Business Partner and/or tenant database
  - n. All written correspondence between the parties to this Agreement, clients, prospects, Business Partners and property vendors, including emails and proposals.
  - o. Business systems, processes, including marketing and sales processes relating to lead generation via direct mail, telephone, electronic mail, the internet and display advertising.
- 11.7 This obligation in clause 11 of this Agreement will still apply to the parties after the termination of this Agreement.
- 11.8 Nothing in clause 11 of this Agreement, nor in this Agreement as a whole, shall be taken as in any way prohibiting or restricting disclosure of details of this Agreement by either Party or any other client where required by law.
- 11.9 The Business Partner acknowledges and agrees that all intellectual property which is provided to it by Strategic Investors in any manner during this Agreement is the absolute property of Strategic Investors.
- 11.10 The Business Partner agrees that all intellectual property contemplated by this clause will be considered confidential and will not be disclosed in any other manner than that described by this Agreement.

- 11.11 Under no circumstances is any of the information made available to the Business Partner in relation to the properties under this Agreement to be saved or stored on any public website without prior written permission from Strategic Investors. This includes but is not limited to the following mediums;
- a. Public Websites such as the major real estate internet portals or similar
  - b. The Business Partner's own website or that of any of its affiliates
  - c. Press advertising
  - d. Major database email blasts to those who are not associated with the Business Partner
  - e. Window displays

## **12 TERMINATION AND SURVIVABILITY**

- 12.1 Either Party may terminate this Agreement at any time by written notice to the other Party if:
- a. The other Party commits or allows to be committed a serious breach of any provision of this Agreement;
  - b. A petition is presented for the winding up of the other Party and is not stayed, withdrawn or discharged within 21 days, or a resolution is passed by the other Party for its winding up;
  - c. An administrator or a controller (within the meaning of those expressions in s.9 of the Corporations Law) is appointed over the whole or any part of the assets or undertaking of the other Party;
  - d. A provisional liquidator is appointed in respect of the undertaking of the other Party;
  - e. Execution, distress or another like process of any court or authority is levied upon any of the property of the other Party for an amount exceeding \$10,000 without it being paid, satisfied, withdrawn or discharged within 21 days; or
  - f. The other Party enters into any arrangement or composition with its creditors, whether under the provisions of the Corporations Law or otherwise.

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- g. ASIC issues notice to either Party that the products or services provided within this Agreement are provided or referred in a manner that breaches statutory obligations imposed on either Party.
- 12.2 This Agreement may also be terminated by the following means:
- a. By written consent of both Parties effective immediately or on a date nominated by both Parties; or
  - b. By either Party providing thirty (30) days written notice to the other Party.
- 12.3 Termination of this Agreement will not prejudice any rights or claims either Party may have against the other under this Agreement at the date of the termination. Termination of this Agreement by either Party shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination.
- 12.4 This Agreement will terminate immediately upon receipt of notice of any proceedings against either Party that might affect a party's capacity to satisfy their obligations under this Agreement, or upon a party receiving a notice from the ASIC or other regulatory body that this Agreement does not comply with current legislation.
- 12.5 On completion or termination of this Agreement, the Business Partner will return all records, documents, marketing materials and memorandum (whether held in writing, computer records or otherwise) belonging to or concerning Strategic Investors, its business and clients.
- 12.6 Where this Agreement is terminated by either Party or for any other reason, both parties obligations to pay commissions and fees to the other Party for the life of the Client will survive termination of this Agreement. Both parties hereby undertake to pay the other Party the fees or commissions as outlined in clause 7 of this Agreement for the life of the Client both prior to and following termination of this Agreement.
- 12.7 The provisions of Sections 6, 7, 8, 11, 12, 13, 14, 16, 13 through 17 and 19 through 21 of this Agreement will survive the termination of this Agreement.

### **13 NON COMPETE**

- 13.1 During the term of this Agreement, and for a period of thirty-six (36) months from the date of termination of this Agreement, the Business Partner must not be involved, directly or indirectly, in approaching or soliciting any vendor, Principal, or its agents, officers, employees, assigns or successors who has entered into an agency agreement with Strategic Investors or any of its associated companies, at any time prior to or during the term of this Agreement and who Strategic Investors has provided details of to the Business Partner at any time during the term of this Agreement or prior to the signing of this Agreement for the purpose of conducting similar business with that Principal.
- 13.2 For the purpose of clause 13.1 of this Agreement, "be involved" includes being involved as a natural client, sole trader, appointer, assistance, clerk, director, partner, joint venture manager, agent, majority shareholder or Client with the capacity to exercise substantial control of a corporation.
- 13.3 For the purpose of clause 13.1 of this Agreement, "similar business" means the sale or purchase of any real estate or land including, but not limited to, residential, commercial, industrial and/or rural property in Australia.

### **14 ACKNOWLEDGEMENT**

- 14.1 The Business Partner acknowledges that any breach by it of clauses 8, 11 and 13 and their subclauses of this Agreement may result in Strategic Investors suffering damages.
- 14.2 The Business Partner acknowledges that the value of Strategic Investors' confidential information and the restraint of trade set out in clause 13 of this Agreement is such that an award of damages or an account of profits may not adequately compensate Strategic Investors if the Business Partner breaches this Agreement.
- 14.3 The Business Partner acknowledges that, without in any way limiting Strategic Investors' right to seek damages or any other form of relief for a breach of this Agreement, Strategic Investors' seek an ex parte, interlocutory or final injunction to restrain the Business Partner or its employees or agents from breaching or threatening to breach this Agreement.

- 14.4 The Business Partner acknowledges that the manner in which he provides the services will affect the commercial value of the Strategic Investors Business and as such, agrees to take all reasonable steps necessary to ensure that he does not adversely affect the commercial value of the Strategic Investors business.

## **15 AMENDMENT OR VARIATION**

- 15.1 This Agreement may be amended at any time only by Strategic Investors in writing to the Business Partner. Any proposed amendments will first be discussed between both parties.

## **16 DISPUTE RESOLUTION**

- 16.1 Where there is a dispute between the Parties to this Agreement, the Parties agree to attempt negotiation to resolve the dispute.
- 16.2 If the Parties cannot resolve any dispute or difference whatsoever arising out of or in connection with this Contract at any stage by negotiation, it shall be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.
- 16.3 Any outcome of the mediation and the agreements made therein will be binding and final on all parties.
- 16.4 If the dispute or difference is not settled within 30 days of the submission to mediation (unless such period is extended by the parties), it shall be and is hereby submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations.
- 16.5 For disputes in which the quantum is less than \$50,000, the arbitration shall take place using the submission of documents alone unless both parties agree otherwise.
- 16.6 The parties hereby faithfully agree that the outcome of arbitration will be final and binding on all parties, and no party will take any further action, legal or otherwise, against any other party.
- 16.7 Notwithstanding the existence of a dispute or difference, each Party shall continue to perform the Contract.
- 16.8 Where an accredited mediator or arbitrator is appointed, the Parties will share the cost of the accredited mediator or arbitrator equally.

## 17 SEVERABILITY

- 17.1 If any provision of this Agreement is declared or determined to be illegal or invalid by the final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected, and the illegal or invalid part, terms or provisions shall be deemed not to be part of this Agreement.

## 18 DEFINITIONS

For the purpose of this Agreement, the following terms have the following meanings:

Client means any person referred or introduced by Strategic Investors or the person who is a referral or introduction of a person referred or introduced by Strategic Investors to the Business Partner.

Principal means any supplier of services or property to Strategic Investors.

Vendor means any supplier of services or properties to Strategic Investors.

Strategic Investors Business Partners are those on the recommendation list. This is a live list. Please request a copy.

## 19 INTERPRETATION

- 19.1 This Agreement will be governed by and construed in accordance with the law for the time being in force in the State of New South Wales, and the Parties, by entering into this Agreement, are deemed to have submitted to the non-exclusive jurisdiction of the courts of that State.
- 19.2 In this Agreement, except to the extent that the context otherwise requires:
- a. Reference to legislation or a provision of legislation includes change or re-enactment of the legislation or a legislative provision substituted for, and legislation and statutory instruments and regulations issued under, the legislation AND reference to a body, which ceases to exist, is a reference to the body which replaces it;

- b. Words denoting the singular include the plural and vice versa; words denoting individuals or clients include bodies corporate and vice versa; words denoting a gender, applies to all genders; reference to a document or Agreement includes reference to that document or Agreement as changed, novated or replaced from time to time, words denoting any gender include all genders;
- c. Headings are for convenience only and will not affect interpretation;
- d. Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- e. Reference to a time and date concerning the performance of an obligation by a party is a reference to the time and date as per Australian Eastern Standard Time even though the obligation is to be performed elsewhere;
- f. Reference to a party includes their successors, representatives, acquirers, executors, heirs, estates, administrators, and assigns;
- g. Where the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which that thing is to be done, then that thing will be done on the next succeeding business day;
- h. Every Agreement or undertaking expressed or implied by which more clients than one agree or undertake any obligations or derive any benefit under this Agreement binds or benefits those clients jointly and each of them severally.

## **20 TRANSFER, PARTIES BOUND, SUCCESSORS AND ASSIGNS**

- 20.1 The rights, benefits and obligations of the parties to this Agreement will be binding upon and will be of benefit to each of the parties to this agreement and their representatives, successors, assigns, acquirers, heirs and estates.
- 20.2 The Business Partner cannot assign or otherwise transfer the rights, benefits and obligations of this Agreement without the prior written consent of Strategic Investors Australian Pty Ltd.

- 20.3 The Business Partner will ensure that any successors assign. Acquirers of the client portfolio referred by Strategic Investors before them making an offer to acquire the client portfolio from the Business Partner is provided with a copy of this Contract and its updates and addendums, and is aware of Strategic Investors rights, interests, benefits and obligations which will be binding on those successors, assigns and acquirers.

## **21 NON COMPETE**

- 21.1 The Business Partner will not introduce any clients introduced by Strategic Investors to any other services that conflict with Strategic Investors or its related companies' services
- 21.2 The Business Partner will not introduce any other companies to Strategic Investors clients unless communicated in writing and approved in writing by Strategic Investors.
- 21.3 The Business Partner will use Strategic Investors, and its associated network of property providers as their exclusive source of property for all Strategic Investors referred clients and will not sell or introduce any other property or property supplier to those clients.

### **Strategic Investors Australia Pty Ltd**

ACN 155 941 441

pursuant to the authority n s.127 of the Corporations Act 2001: