

STANDARD TERMS AND CONDITIONS OF TRADE

Between

One10 Group Pty Ltd
ABN 30 609 410 264

and

Any client that executes a Letter of Acceptance

This Consultancy Agreement and an executed Letter of Acceptance forms an agreement between One10 Group Pty Ltd (**Consultant**) and Client (**Client**) for the provision of the Services.

Date:	Date of Execution of Letter of Acceptance
Works:	Consultancy Services
Commencement Date:	First Business Day following receipt of initial payment
Fees:	Any fixed fees as detailed in the Proposal or Letter of Acceptance [5%] of any capital raised, calculated based on the gross amount of any investments, prior to any deductions, expense or offsets of any kind (Commission) + fees for the Deliverables at the rates set out in the Fee Schedule (Deliverable Fees)
Services:	The Consultant may provide some or all the following services: <ul style="list-style-type: none">• Consultancy Services as detailed in a proposal or defined within a Letter of Acceptance;• Introductions to potential investors;• Attendance at meetings with potential investors;• Advice on investment strategy and assist or direct negotiations with potential investors;• Advise and assist in establishing the details of any capital raising strategy;• Marketing and promotion advice;• Management of other service providers, such as design and marketing;• Collecting investment funds on the Client's behalf; and• Assistance in completion of any investment transaction.
State:	Victoria or New South Wales
Term:	12 months
Special Conditions:	Refer to letter of Acceptance
Client Contact Details:	As per Letter of Acceptance
Consultant Contact Details:	Geoffrey Gourley, One10 Group Pty Ltd

1. Definitions and Interpretation

1.1 In this Agreement, except where the context otherwise requires:

Business Day means a day on which all banks are open for retail banking business in the State other than a Saturday, Sunday or a public holiday.

Client's Material means Intellectual Property owned or licensed by the Client.

Commencement Date, Fees, Services, State and Term have the meanings given in the Details.

Confidential Information means all trade secrets, industrial processes, Intellectual Property Rights and information concerning the business or finances of a party (**Discloser**) or its customers, suppliers or retailers and any of the Discloser's information which would reasonably be regarded as confidential, disclosed to the other party (**Recipient**) before or after the Commencement Date including the terms of this Agreement but excluding information which:

- (a) the Recipient can prove it possessed before the relevant information was disclosed or made available to it by or on behalf of the Discloser;
- (b) is lawfully acquired prior to the date of disclosure under this Agreement by the Recipient from a third party without restrictions as to its use or disclosure; or
- (c) is in or becomes part of the public domain other than as a result of the breach by the Recipient of this Agreement.

Consultant's Material means Intellectual Property owned or licensed by the Consultant.

Deliverable means any material developed by the Consultant for the Client while performing the Services.

Delivery Date means the date for performance or delivery of services, as may be specified by the Consultant from time to time.

Details means the details of this Agreement set out on page 1.

Fee Schedule means the itemised schedule of rates for the Deliverables attached to or accompanying this Agreement.

Intellectual Property Rights means any and all rights in respect of or in connection with any Confidential Information, copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), designs or trade marks throughout the world, whether such rights are afforded protection by a system of registration or not, and includes all rights to apply for registration of such rights where applicable.

1.2 In this Agreement the following interpretation applies:

- (a) a reference to a party means a party to this Agreement;
- (b) a reference to a clause is a reference to a clause in this Agreement;
- (c) "including" and similar expressions are not words of limitation;
- (d) money amounts are stated in Australian currency unless otherwise specified;
- (e) the Details and the Fee Schedule form part of this Agreement; and

- (f) the Details and the Fee Schedule, including any special conditions, override these Terms and Conditions to the extent of any inconsistency.

2. Term and extension

- 2.1 This Agreement begins on the Commencement Date and continues for the Term unless otherwise terminated in accordance with clause 10. Any extension to the Term must be agreed to by the parties in writing.

3. Services

- 3.1 The Consultant must provide the Services to the Client during the Term.
- 3.2 Upon the request of the Client, the Consultant may change the nature of the Services if it obtains the Client's prior written consent. The Client acknowledges this may result in a variation of Fees in accordance with clause 4.3.
- 3.3 The relationship between the parties under this Agreement is one of principal and independent contractor and not one of partnership, joint venture or employment.

4. Fees, Taxes and Expenses

- 4.1 The Client must pay the Consultant the Fees in the manner set out in clauses 4.4 and 4.6.
- 4.2 The Client acknowledges and agrees that the Fees are the total amount payable by the Client to the Consultant for the provision of the Services by the Consultant.
- 4.3 The parties may vary the the Fees at any time during the Term by mutual agreement. Otherwise, all Fees are fixed for the Term.
- 4.4 The Consultant shall be entitled to receive the Commission on any capital raised during the Term the Client acknowledges and agrees that the Consultant shall collect all investment on the Client's behalf, and shall deduct the Commission prior to remitting the balance of the investment funds to the Client upon completion of the investment transaction. For the avoidance of doubt, the Commission is not payable if the Consultant invests into the business of the Client itself.
- 4.5 Deliverables shall be charged to the Client at the rates set out in the Fee Schedule. The Consultant will provide the Client a tax invoice within 30 days of providing any Deliverables to the Client. The Client must pay the amount shown on the tax invoice within 14 days of receipt of such invoice.
- 4.6 Unless otherwise specified in the Details or by prior mutual consent, all amounts payable by the Client to the Consultant for, or in connection with, any supply under this Agreement are exclusive of GST.
- 4.7 Unless otherwise specified in the Details or by prior mutual consent, the Client will be responsible for the payment of all reasonable expenses and out of pocket costs incurred by the Consultant in the performance of the Services.

5. Exclusivity & First Right

- 5.1 The Client acknowledges and agrees that during the Term, the Consultant shall be the Client's exclusive provider of services the same as or similar to the Services, and all investment enquiries must be directed to the Consultant in the first instance.
- 5.2 Provided that a minimum investment is raised under this Agreement, the Client agrees to grant the Consultant the first right to perform the same or similar services on future capital raising transactions for a period of 12 Months following expiration of the Term.

6. Obligations

6.1 In performing the Services, both parties must:

- (a) exercise due skill and care by reference to industry standards and practices;
- (b) act in accordance with this Agreement;
- (c) not do anything which damages the reputation or goodwill of the other party or its suppliers or customers and must not make derogatory remarks about the other party or its suppliers or customers;
- (d) not use any words or logos in its own business or trade names resembling or likely to be mistaken for any of the business names, domain names, trade marks or other forms of Intellectual Property Rights registered, owned or used by the other party in the course of carrying on their business; and
- (e) not incur any obligation or liability on the other party's behalf except with the other party's express written consent.

6.2 In performing the Services, the Consultant will:

- (a) ensure that it is at all times sufficiently trained and qualified to properly provide the Services;
- (b) hold and continue to hold any qualification required by the Client or otherwise required for it to provide the Services;
- (c) comply with all relevant laws while performing the Services; and
- (d) comply with all relevant policies and procedures as may be reasonably notified by the Client from time to time.

7. Insurance

The Consultant will hold and maintain any necessary insurances required as an independent consultant, in relation to performing the Services as required by law or the Client (acting reasonably). The Consultant will provide to the Client on request a copy of any insurances and certificates of currency required.

8. Acknowledgements

8.1 The Consultant acknowledges that:

- (a) the Deliverables will not infringe any third party's rights;
- (b) the Consultant has the full right and authority to enter into and perform this Agreement; and
- (c) neither the execution of this Agreement nor the performance of the Consultant's obligations under this Agreement will result in a breach of any other agreement by which the Consultant is bound.

8.2 The Client acknowledges that:

- (a) It will provide the Client Material and any other information, materials and resources required by the Consultant to perform the Services;
- (b) the Client has the full right and authority to enter into and perform this Agreement; and

- (c) neither the execution of this Agreement nor the performance of the Client's obligations under this Agreement will result in a breach of any other agreement by which the Client is bound.

9. Confidential Information

- 9.1 Both parties acknowledge that all the Confidential Information is secret and confidential to the other party and any unauthorised use, reproduction or disclosure of the Confidential Information by either party may cause loss, damage or expense to the other party.
- 9.2 During the Term and afterwards, both parties must (except as may be required by law or with prior mutual consent) maintain the secrecy and confidentiality of the Confidential Information and must not divulge the Confidential Information to any person or use the Confidential Information for any purposes other than those of the Agreement. If this Agreement allows the parties to disclose Confidential Information to a third party, the parties must ensure that the third party agrees to guard the confidentiality of the Confidential Information on the same terms as set out in this Agreement.
- 9.3 If either party is required by law to disclose Confidential Information:
 - (a) the parties will promptly give the other party written notice specifying the legal requirement and the Confidential Information to be disclosed; and
 - (b) the parties will ensure that the relevant Confidential Information is disclosed in a manner which minimises the disclosure.
- 9.4 Both parties acknowledge and agree that a breach of this clause may cause the other party to suffer loss, damage and expense for which damages may not be adequate compensation and may be difficult to ascertain and that the other party may immediately seek to restrain any actual or threatened breach of this clause by injunction or any similar remedy.

10. Termination

- 10.1 Either party may immediately terminate this Agreement by written notice if the other party:
 - (a) becomes insolvent or enters into liquidation, receivership or other insolvency administration or makes a composition or arrangement with its creditors generally or takes advantage of any statute for the relief of insolvent debtors;
 - (b) becomes bankrupt, permanently incapacitated or of unsound mind;
 - (c) breaches this Agreement and fails to rectify the breach within 10 Business Days of receiving written notice from the other specifying the breach and requiring its rectification; or
 - (d) commits a breach that cannot be remedied.
- 10.2 During the Term either party may terminate the Agreement with 90 days' written notice;
- 10.3 If the Agreement is suspended or terminated, the Client must pay the Fees due to the Consultant for Services and Deliverables properly provided up to and including the date of suspension or termination, whichever is applicable.
- 10.4 On the expiration or termination of this Agreement for any reason, the parties must promptly:
 - (a) deliver to the other party or erase or destroy, or procure the delivery, erasure or destruction (as applicable) of, all copies of materials containing the Confidential Information; and
 - (b) return to the other party all tools, equipment and materials supplied to them.

10.5 On the expiration or termination of this Agreement for any reason, the Consultant must promptly deliver to the Client all Deliverables and other material being developed by the Consultant for the Client.

10.6 Clauses 5.2, 8, 9, 10.3 to 10.6, 11 and 12.5 survive termination and expiry of this Agreement.

11. Intellectual Property Rights

11.1 In consideration for all Fees being paid, title in the Deliverables shall vest in the Client and it shall become the Client's exclusive property subject to clause 11.2.

11.2 If the Client wishes to re-sell or license the Deliverables to a third party, the Client agrees to seek the Consultant's prior written consent. If the Consultant consents to any such license or use of the Deliverables, the parties agree to negotiate terms in good faith to ensure that the Consultant receives a royalty.

11.3 To the extent that the Client needs to use any of the Consultant's Material to receive the benefit of the Deliverables, the Consultant shall grant to the Client, for the Term, a world-wide, royalty free, non-exclusive, non-transferrable license, to use, reproduce, adapt, modify and communicate the Consultant's Material solely for use in conjunction with the Deliverables.

11.4 To the extent that the Consultant needs to use any of the Client's Material to perform their obligations under this Agreement, the Client shall grant to the Consultant, for the Term, a world-wide, royalty free, non-exclusive, non-transferrable license, to use, reproduce, adapt, modify and communicate the Client's Material solely for the purpose of providing the Services.

11.5 The Client shall indemnify the Consultant against any losses arising as a result of any action or claim made by a third party that the Client's Material infringe any third party Intellectual Property Rights.

11.6 The Consultant shall indemnify the Client against any losses arising as a result of any action or claim that the Deliverables infringes the Intellectual Property Rights of a third party.

11.7 The indemnities in clauses 11.5 and 11.6 are subject to the indemnified party:

- (a) promptly notifying the indemnifier of the claim;
- (b) giving the indemnifier all reasonable assistance (at the indemnifier's reasonable expense) in dealing with the claim and allowing the indemnifier to have conduct of the defence or settlement of the claim; and
- (c) making no admissions or offers to settle the claim without the indemnifier's consent.

12. General

12.1 Any notice or other communication to or by a party to this Agreement:

- (a) may be given by personal service, post, email or facsimile;
- (b) must be in writing addressed to the person at the postal address, email address or fax number specified in the Details or to any other address last notified by the party to the sender by notice given in accordance with this clause;
- (c) is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the addressee;

- (ii) if posted, 2 Business Days (or 6, if addressed outside Australia) after the date of posting to the addressee whether delivered or not; or
- (iii) if sent by email or facsimile transmission, on the date shown on the email delivery receipt or the transmission report by the machine from which the facsimile was sent, as applicable,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is deemed to have been received at 9.00 am on the next Business Day.

- 12.2 This Agreement contains the entire understanding and agreement of the parties concerning its subject matter and supersedes all previous oral or written representations or statements by either party. It may only be varied by a written document signed by each party.
- 12.3 The failure or delay on the part of any party in exercising any power or right conferred upon that party by this Agreement does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under this Agreement.
- 12.4 If any provision of this Agreement is invalid and not enforceable in accordance with its terms, other provisions which are self-sustaining and capable of separate enforcement with regard to the invalid provision, are and continue to be valid and enforceable in accordance with their terms.
- 12.5 Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them by notice from another party effectively to carry out and give full effect to this Agreement and the rights and obligations of the parties under it, both before and after the Commencement Date.
- 12.6 If this Agreement consists of a number of counterparts, each is an original and all the counterparts together constitute the same document.
- 12.7 Neither party may assign, sub-contract or otherwise deal with its rights under this Agreement without the prior consent of the other party.
- 12.8 This Agreement is governed by and construed in accordance with the laws of the State, and the parties irrevocably submit to the jurisdiction of the Courts of that State and of the Commonwealth of Australia.

Execution

The execution of a Letter of Acceptance binds the parties to this Agreement.

Fee Schedule

As detailed within the Proposal and/or Letter of Acceptance