

CONSULTANCY AGREEMENT

Location: _____ Date: _____

Parties:

Client Name: _____

Client Address: _____

Consultant Name: _____

Consultant Address: _____

Recitals:

WHEREAS, Client wishes to retain Consultant to provide consulting services as described herein; and WHEREAS, Consultant agrees to provide such services under the terms and conditions set forth in this Agreement.

1. Definitions

In this Agreement, unless the context otherwise requires: 'Agreement' means this Consultancy Agreement; 'Services' means the consulting services to be provided by Consultant to Client as described in Schedule A; 'Confidential Information' means all information disclosed by one Party to the other, whether orally or in writing, that is designated as confidential or that ought reasonably be considered confidential.

2. Appointment

Client hereby appoints Consultant, and Consultant accepts appointment, to provide the Services on the terms and conditions of this Agreement.

3. Term

This Agreement commences on the date signed by both Parties and continues until terminated in accordance with Clause 11.

4. Services

Consultant shall provide the Services described in Schedule A in a professional and timely manner consistent with industry standards.

5. Fees and Payment

Client shall pay Consultant the fees set out in Schedule B. Invoices will be issued monthly in arrears and are payable within 14 days of receipt. All fees are exclusive of Goods and Services Tax (GST), which shall be paid in addition.

6. Expenses

Client shall reimburse Consultant for reasonable out-of-pocket expenses properly incurred in connection with the

provision of Services, subject to prior approval.

7. Confidentiality

Each Party agrees to keep Confidential Information confidential and not disclose it to any third party except as required by law or with prior written consent.

8. Intellectual Property

Consultant retains ownership of all intellectual property rights in any pre-existing materials used in the performance of the Services. Client shall own all intellectual property rights in any deliverables specifically created for Client under this Agreement upon full payment.

9. Warranties and Liability

Consultant warrants that Services will be performed with due care and skill. Except as expressly stated, Consultant excludes all other warranties. Consultant's liability is limited to the amount of fees paid by Client. Neither Party shall be liable for indirect or consequential loss.

10. Independent Contractor

Consultant is engaged as an independent contractor. Nothing in this Agreement creates an employment, partnership, or agency relationship.

11. Termination

Either Party may terminate this Agreement by giving 14 days' written notice. Client shall pay for Services performed and expenses incurred up to termination date. Clauses regarding Confidentiality, Intellectual Property, and Liability survive termination.

12. Force Majeure

Neither Party shall be liable for any failure or delay caused by events beyond their reasonable control, including natural disasters, war, or government actions.

13. Notices

Notices shall be in writing and delivered personally, by registered mail, or by electronic means to the addresses set out in this Agreement.

14. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Commonwealth of Australia. The Parties submit to the exclusive jurisdiction of the courts of the State or Territory specified herein.

15. Entire Agreement

This Agreement, including all Schedules, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings.

16. Amendments

Any amendment or modification to this Agreement must be in writing and signed by both Parties.

17. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which is an original, and all of which constitute one document. Electronic signatures shall be deemed as valid as original signatures.

CLIENT'S SIGNATURE

CONSULTANT'S SIGNATURE

Signature: _____

Signature: _____

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