



Independent Consultant Licence & Subscription Agreement

An Agreement Between: **TICX Pty Ltd**
 t/a: Austpac Business Capital & Funding (ABC&F)
 ABN: 51 611 857 875
 and;
 The Applicant

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

Our Independent Consultants are able to offer their clients a unique range of Business and/or Real Estate services.

An Independent Consultant is a person licensed by ABC&F to assist small and medium sized enterprises (SMEs) wishing to raise debt or equity funding for business development or expansion.

The parties agree as follows:

1. Number of Independent Consultants:

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

2. Subscription Fee:

The Applicant agrees to pay a monthly subscription fee of **\$53.90** (Inc. GST).

3. The Term:

The initial term of this Agreement is for a period of three (3) years and is subject to renewal at the discretion of ABC&F.

Renewal: This Agreement will automatically renew on the expiry of the Initial Term for rolling terms of three (3) years (each a Renewal Term) unless ABC&F or the Applicant gives notice in writing that it wishes to terminate the Agreement at least three months before the expiry of the Initial Term or the applicable Renewal Term, as the case may be.

Using ABC&F 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. ABC&F reserves 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 ABC&F 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 ABC&F 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 TICX.

6. Regulatory Risk:

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

7. Liability:

Under no circumstances will ABC&F's liability extend to commitments or promises made by the Independent Consultant or for breach of the Agreement.

The Applicant acknowledges that ABC&F shall not be liable for any loss or damage arising from Austpac's business model, processes and procedures.



8. Termination of Agreement:

1. ABC&F retains the right to terminate this Agreement at any time where ABC&F 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. ABC&F 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, ABC&F rights to pursue the Independent Consultant at law shall not be extinguished.
5. An Independent Consultant may terminate this Agreement by giving TICX 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 ABC&F 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 ABC&F or Austpac in any document (including opinion, press releases, promotional or marketing material) without the prior written consent of ABC&F;
2. The Independent Consultant must not operate any business similar to ABC&F and/or its PTX products during its period as an Independent Consultant; and
3. At all times an Independent Consultant is completely independent of ABC&F save for the obligations and responsibilities contained in this Agreement.

11 Copyright.

1. By using the ABC&F/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. ABC&F 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 ABC&F under this Agreement, including amendments, revisions and supplements shall remain the property of ABC&F and are provided by ABC&F to the Independent Consultant exclusively for the Independent Consultant's use only.

12. Examples of Private Trading Exchanges:

Standard Equity Securities PTX	Standard Debt Securities PTX
In order to ensure payment of your commission on the sale of a PTX, you will need to provide us with an Independent Consultant I.D. You should insert your I.D. in the space provided below.	
Create your unique Independent Consultant I.D. This should be no more than ten (10) characters.	
<input type="text"/>	

13. Commission & Fee Sharing:

For Business Sales, where ABC&F is not involved in the transaction, where the Independent Consultant is licensed as a Business Broker, will keep 100% of any commission earned.

For all other Austpac services, see **Austpac Business Capital & Funding [Schedule of fees](#)**.

By commencing your Subscription, the Applicant acknowledges having read and understood the above terms and conditions of this Independent Consultants Licence and Subscription Agreement.

To commence your Subscription, please scan the QR Code.



Note: This is an Austpac Business Capital & Funding Subscription.