



Independent Consultant Subscription Agreement

An Agreement Between: **TICX Pty Ltd**
 t/a: Austpac Venture Capital (AVC)
 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 services.

An Independent Consultant is a person accepted as a subscriber by AVC 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 AVC, Independent Consultant numbers will be at the sole discretion of AVC.

2. Subscription Fee:

The Applicant agrees to pay a monthly subscription fee of **\$55.00** (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 AVC.

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 AVC 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 AVC 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. AVC 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 AVC 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 AVC 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 AVC.

6. Regulatory Risk:

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

7. Liability:

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

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



8. Termination of Agreement:

1. AVC retains the right to terminate this Agreement at any time where AVC 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. AVC 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, AVC rights to pursue the Independent Consultant at law shall not be extinguished.
5. An Independent Consultant may terminate this Agreement by giving AVC 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 AVC 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 AVC in any document (including opinion, press releases, promotional or marketing material) without the prior written consent of AVC;
2. The Independent Consultant must not operate any business similar to AVC during their period as an AVC Independent Consultant, or within twelve (12) months of ceasing to be an AVC Independent Consultant; and
3. At all times an Independent Consultant is completely independent of AVC save for the obligations and responsibilities contained in this Agreement.

11 Copyright.

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

12. Your Consultant Identification (I.D.):

In order to ensure you receive payment of commission on the sale of any of AVC's products or services, you will need to provide us with an Independent Consultant I.D. You should insert your unique I.D. in the space provided below.

Create your unique Independent Consultant I.D. This should be no more than ten (10) characters.

13. Commission & Fee Sharing:

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

For pricing other AVC products or services and fee sharing, refer to our [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.



To checkout from your PC, [click here](#)