

In this Agreement except to the extent that the context requires otherwise or the contrary intention appears:

- (a) words importing the singular or plural shall include the plural and singular respectively;
- (b) words importing any gender shall include every gender;
- (c) words denoting persons shall include individuals, bodies and corporations, associations, partnerships, firms, joint ventures, trusts and government bodies;
- (d) clause headings do not affect the interpretations of this Agreement;
- (e) where a word or phrase is given a particular meaning in this Agreement, other cognate parts of speech and grammatical forms of that word or phrase shall have a corresponding meaning;
- (f) references to a clause, paragraph, schedule or annexure shall be a reference to a clause, paragraph or schedule or an annexure to this Agreement;
- (g) where, but for this paragraph, any payment or other act would be required to be made or performed on a day which is not a Business Day that payment shall be made or other act performed on the following Business Day;
- (h) references to a party shall include that party's executors, administrators and permitted assigns, or being a corporation, its successors and permitted assigns and any other person deriving title under those persons or corporations; and
- (i) every agreement or undertaking expressed or implied by which more than one person is bound shall bind those persons and any two or greater number of them jointly and each of them separately.

2. AGREEMENT

2.1 The Spotter hereby agrees that it shall refer Customers to the Website.

2.2 In consideration of the Spotter referring Customers to the Website, Winter hereby agrees to pay the Fee to the Spotter in accordance with clause 4 below.

3. OBLIGATIONS OF THE SPOTTER

3.1 The Spotter hereby represents and warrants to Winter that:

- (a) it shall provide Customers and potential Customers with accurate and up to date information about the Website (including but not limited to the Website address and the Spotter's number) to allow the Customer to register on the Website and to place advertisements for Items on the Website;
- (b) it shall maintain an accurate and up to date database of all Customers referred to the Website by the Spotter;
- (c) the terms and conditions of the Website shall be determined by Winter in his sole discretion and the Spotter shall make no objection to any such terms and conditions;
- (d) it shall provide each Customer with one Claim Form only;
- (e) it shall notify Winter that an Item has been sold as soon as practicable after such sale;
- (f) it shall, at all times, act in good faith towards Winter and the Website and shall not make any negative or derogatory statements or comments about the Website, Winter or both;
- (g) it is not a partner, employee or agent of Winter and has no authority whatsoever to bind Winter or to enter into any negotiations or contracts on behalf of Winter. The Spotter further acknowledges and accepts that it has sole responsibility in relation to payment, if any, of superannuation, workers' compensation and taxes applicable to fulfilling its obligations under this Agreement. The Spotter further acknowledges that neither it nor its personnel have, pursuant to this Agreement or otherwise, any entitlement from Winter in relation to any form of employment or related benefit;
- (h) it shall not advertise or promote the Website on television, radio or through any media whatsoever without the prior written approval of Winter, which approval may be given or refused by Winter in his sole discretion;
- (i) it shall not object to Winter contacting a Customer for any reason prior to or after the termination of this Agreement;

- (j) it consents to, and shall make no objection to, Winter conducting any searches or background checks that Winter, in his sole discretion, deems necessary in relation to the Spotter or any Customer;
 - (k) it shall make no claim, demand or commence any proceedings against Winter for any loss or damage suffered by the Spotter as a result of the Website being unable to be accessed by internet users at any time for any reason;
 - (l) in the event that any Customer does not have access to the internet, the Spotter shall assist such Customer to register on the Website, place advertisements on the Website, or both;
 - (m) it shall not assign, charge or otherwise deal with this Agreement in any way without the prior written consent of Winter.
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4. PAYMENT

- 4.1 In consideration of the full and complete compliance by the Spotter with its obligations under this Agreement, Winter hereby agrees that, subject to clauses 4.2 and 4.3 below, he shall pay the Fee to the Spotter by electronic transfer to an account nominated by the Spotter.
 - 4.2 The Fee shall only be paid by Winter to the Spotter:
 - (a) for Items that have been sold; and
 - (b) if the Spotter submits a properly completed Spotter's Claim Form to Winter.
 - 4.3 Winter shall pay the Fee to the Spotter within one month of receiving a Spotter's Claim Form if, and only if, the Spotter's Claim Form is in respect of a valid claim as determined by Winter in his sole discretion.
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5. INDEMNITIES

5.1 Indemnity

The Spotter shall indemnify and keep Winter fully indemnified from and against all claims and liabilities of any nature (including without limitation, costs whether or not subject of a court order) losses, damages and expenses brought against or suffered by

Winter in connection with or incidental to or arising out of a breach or non-performance by the Spotter of this Agreement.

5.2 Prior Satisfaction

The Spotter acknowledges and agrees that in entering into this agreement it has not relied in any way on Winter's representations, descriptions, illustrations, specifications, skill or judgement and that it has satisfied itself as to its ability to perform its obligations for the purpose of this Agreement.

6. TERMINATION

6.1 This Agreement shall terminate:

- (a) if either of the parties gives to the other not less than 30 days prior written notice of termination.
- (b) if the Spotter is in breach of any of its obligations under this Agreement and fails to rectify such breach within 14 days of receipt of a notice of breach from Winter.
- (c) if either party goes into liquidation either compulsorily or voluntarily (save for the purpose of reconstruction or amalgamation) or if a receiver or administrator is appointed in respect of the whole or any part of its assets or if it makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things.

7. TERMINATION CONSEQUENCES

7.1 On the expiry or other termination of this Agreement the Spotter shall:

- (a) immediately return to Winter all business cards, promotional material or any other material concerning the Website that is in the possession, custody or control of the Spotter;
- (b) not make any negative or derogatory comments or statements about the Website, Winter or both;
- (c) not advertise or promote the Website or Winter in any manner whatsoever;

- (d) not, for a period of twenty four (24) months after expiry or termination of this Agreement, engage directly or indirectly in any capacity in any business that is of the same nature as the business conducted by Winter or which competes in any way with the business of Winter;
- (e) not be entitled to any compensation or damages in the event of the termination of this Agreement by Winter and agrees that it shall make no claim or demand for such compensation or damages.

7.2 The expiry or termination of this agreement shall be without prejudice to any rights which have already accrued to either of the parties under this agreement.

8. CONFIDENTIALITY

8.1 In this clause, the term “Confidential Information” shall include:

- (a) all information disclosed to the Spotter by or on behalf of Winter that is of a confidential nature;
- (b) all information relating to the personnel, policies or business strategies of Winter;
- (c) any information of a confidential nature that may come into the possession of, or maybe sighted by the Spotter.

8.2 The Spotter must not disclose or divulge Winter’s Confidential Information to any person without the prior written approval of Winter, which approval may be given or withheld in the absolute discretion of Winter.

8.3 The Spotter shall, on demand, return to Winter any Confidential Information or documents supplied to the Spotter by or on behalf of Winter.

8.4 Winter may at any time require the Spotter to arrange for its employees, agents or sub-contractors engaged in the performance of this Agreement to execute a confidentiality deed in relation to Winter’s Confidential Information in terms acceptable to Winter. The Spotter shall arrange for all such deeds to be executed within the timeframe reasonably proposed by the Winter.

8.4 This clause shall survive the termination of this Agreement.

9. MISCELLANEOUS

9.1 Notice

- (a) A party notifying or giving notice under this agreement must notify:
 - (i) in writing;
 - (ii) addressed to the address of the recipient specified on the first page of this agreement or as varied by notice given in accordance with this clause; and
 - (iii) left at or sent by post or facsimile to that address.
- (b) A notice given in accordance with clause 8.1(a) will be taken to have been received:
 - (i) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
 - (ii) if sent by post, 3 working days after the posting; and
 - (iii) if sent by facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's facsimile machine records a successful transmission).

9.2 Further Co-operation

Each party must do or cause to be done all acts and things necessary or desirable to give effect to, and refrain from doing all acts and things that could hinder performance by any party of, this agreement.

9.3 Independent Advice

The Spotter acknowledges that it has obtained independent legal advice in relation to this Agreement or has had an opportunity to obtain such advice. The Spotter has

entered into this Agreement voluntarily and freely after obtaining independent legal advice or after electing not to obtain such advice.

9.4 Variation of Agreement

This Agreement may only be amended or varied by the written agreement of the parties.

9.5 Severability

If any provision of this Agreement is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of this Agreement will continue to operate.

9.6 Entire agreement

This Agreement constitutes the entire agreement between the parties about its subject matter and supersedes any previous representations, warranties, arrangements and agreements between the parties on that subject matter.

9.7 Stamp Duty

The Spotter shall be responsible for and pay all and any stamp duty payable in relation to this Agreement.

9.8 No Employment

Nothing in this Agreement creates a relationship of employment or partnership and nothing in this Agreement shall be read or interpreted as creating such a relationship.

10 PROPER LAW

10.1 This Agreement shall be governed by and construed in accordance with the laws in force in the State of New South Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of that State.

EXECUTED as an Agreement.

SIGNED, SEALED &)
DELIVERED by **HENRY CECIL**)
WINTER in the presence of:)

Signature of Witness

Signature of Henry Cecil Winter

Print Name of Witness

EXECUTED by **THE SPOTTER** in)
accordance with Section 127 (1) of)
the Corporations Act 2001:)

Signature of Director

Signature of Director/Secretary

Print Name of Director

Print Name of Director/Secretary

SIGNED, SEALED &)
DELIVERED by **THE SPOTTER**)
in the presence of:)

Signature of Witness

Signature of the Spotter

Print Name of Witness

SCHEDULE

ITEM 1:

(Name of the Spotter)

ITEM 2:

(Address of the Spotter)

ITEM 3:

(Fee)

H.D.WINTER. 6 Kywong St Griffith N.S.W

A.B.N. 64 530 900 448

DATE.....,

MR,MRS,MS.....(LASTNAME first)

(1).....(Given Names) Date of Birth...../...../... Driver's

licence Number..... (2).....(Given Names)

Date of Birth...../...../.....Drivers Licence Number.....

.....(Street& No)

.....City/Postcod

e

.....State

..... AUSTRALIA.....

Name of Banking Institution for commissions to be

paid.....

B.S.B.No.....ACCOUNT NUMBER (For Payment).....

A.T.O Australian Business Number.....

Goods & Services Tax Registered YES/NO.....

PLEASE POST THIS FORM TO 6 KYWONG ST GRIFFITH N.S.W.2680

After you have signed and sent this form to the above address a spotters number will be sent to you by your elected means, post or e-mail.