



— • Everstead Wealth • — Terms and Conditions





BACKGROUND

- A. The Introducer intends to refer the Referred Client to certain Referred Professional(s) for professional services.
- B. The Introducer bears no liability for the performance (or non-performance) of the Services by any Referred Professional.

NOW IT IS AGREED by and between the parties as follows:

DEFINITIONS AND INTERPRETATION

1. Definitions

In this Agreement unless contrary intention appears:

Affiliated Party means a related entity (or Associate or Related Body Corporate) of any Referred Professional or Referred Client (as the context provides) as defined and/or contemplated by the Corporations Act;

Agreement means this agreement and any changes agreed to in writing between the Parties;

Associate means the same as it does in the Corporations Act 2001 (Cth);

Commencement Date means the date specified in **Item 1** of the **Schedule**;

Client Referral Agreement means this Agreement;



Confidential Information means confidential information of the Parties which includes, but is not limited to: information specifically designated by the parties as being confidential;

- (a) Intellectual Property;
- (b) developments relating to existing and future products/services;
- (c) projects and services marketed or used or to be marketed or used, or rejected, by the parties and persons or companies dealing with either of the Parties; and
- (d) information relating to the general business operations of the Parties including:
 - (i) profit and loss statements;
 - (ii) balance sheets and any other financial reports or documents;
 - (iii) client lists and any personal or business details relating to the Parties' clients;
 - (iv) costing and selling price information, including pricing, credit policies, credit procedures, payment policies, payment procedures and systems;
 - (v) trade secrets, commercial property management, leasing and finance plans and processes, technical designs or specifications, know-how and intellectual property;
 - (vi) business and marketing plans and strategies;
 - (vii) current activities and future plans relating to all or any matters of development including the timing of all such matters;
 - (viii) agreements and arrangements with third parties;
 - (ix) third party information disclosed in confidence;
 - (x) contractual and technical information;
 - (xi) the terms of this Agreement; and
 - (xii) Notes concerning any of the above;



Contract means a legally binding contract between a Referred Client and a Referred Professional for the performance of Services by that Referred Professional;

Corporations Act means the *Corporations Act 2001* (Cth);

Date of Termination means the date that this Agreement is terminated.

Disclosure Statement means the disclosure statement contained in Schedule 2.

GST has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Intellectual Property means:

- (a) customer database lists;
- (b) customer histories;
- (c) any business, financial, technical or other information concerning the production, design or marketing relating to or concerning either Party's business operations;
- (d) Confidential Information provided by clients;
- (e) Confidential Information provided by suppliers;
- (f) information concerning the terms of supply agreements;
- (g) all internal policies and operations or procedures manuals; and
- (h) all inventions and innovations produced in the course of the Introducer's appointment;



Introducer means the party identified at **Item 3** of the **Schedule**;

Introduction Fee means any amount payable by a Referred Professional to the Introducer;

Jurisdiction means the jurisdiction specified in **Item 6** of the **Schedule**;

Notes means notes which relate to summaries or copies of or extracts from any Confidential Information whether in electronic, documentary, visual, machine readable or any other form;

Parties mean the parties to this Agreement and their respective successors and assigns;

Party means one of them and that party's successors and assigns;

Related Body Corporate means the same as it does in the Corporations Act 2001 (Cth);

Referred Client means the party identified at **Item 5** of the **Schedule**, along with any Related Body Corporate of that party noted on page 1 of this Agreement, along with any Associate and/or Affiliated Party of the referred client noted at Item 5 of the Schedule.

Referred Professional means any of the following professionals, along with any party identified at **Item 2** of the **Schedule** (provided the relevant professional is introduced by the Introducer to the Referred Client in writing):

- (a) any lawyer, solicitor or conveyancer;
- (b) any accountant or bookkeeper;
- (c) any financial advisor or any professional that provides a form of financial advice;
- (d) any broker (including but not limited to mortgage broker, insurance broker and/or stockbroker);
- (e) any buyer's real estate agent;
- (f) any seller's real estate agent; and
- (g) any other professional that the Introducer gives notice to the Referred Client in writing as being included within the definition of "Referred Professional".



Schedule means the schedule attached to and forming part of this Agreement;

Services means the services set out at **Item 4** of the **Schedule**.

1.1 Interpretation

In this Agreement unless the contrary is expressly provided:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (b) the singular includes the plural and vice versa and words importing gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures;
- (e) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (f) a reference to "A\$", "\$A", "dollar" or "\$" is a reference to Australian currency;
- (g) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- (h) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (i) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;



- (a) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable;
- (b) words and expression defined in the *Corporations Act 2001* (Cth) as at the date of this Agreement have the meanings given to them in the *Corporations Act 2001* at that date; and
- (c) a reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form.

2. APPOINTMENT AND TERM

The term of this Agreement shall:

- (a) commence on the Commencement Date; and
- (b) terminate upon such time either party gives fourteen (14) days' written notice to the other.



1. REFERRED CLIENT'S OBLIGATIONS

Both during and after the term of this Agreement, the Referred Client agrees to:

- (a) comply with all of its obligations under any relevant Contract – including but not limited to its payment obligations under such relevant Contract(s);
- (b) not instruct any Referred Professional in a way which:
 - (i) is unclear;
 - (ii) breaches the relevant Contract;
 - (iii) is misleading and/or deceptive;
 - (iv) is not truthful;
 - (v) only contains part of the material information reasonably required for the Referred Professional to properly undertake the Services;
 - (vi) is illegal;
 - (vii) if the instructions were followed by the Referred Professional, would result in an illegal act or omission;
 - (viii) is unethical;
 - (ix) if the instructions were followed by the Referred Professional, would be unethical and/or result in professional disciplinary action for the Referred Professional; and / or
 - (x) is not in accordance with the reasonable position of the Referred Professional.
- (c) be available at all times during any relevant Contract to provide prompt instructions to any Referred Professional upon request;
- (d) instruct in a proper, efficient and competent manner - complying with all applicable laws;
- (e) promptly pay all fees, outgoings and charges rendered under the relevant Contract.



- 1.1 None of the obligations contained in clause 3.1 merge upon termination of this Agreement.
- 1.2 The Referred Client acknowledges and agrees that:
- (a) it requested the Introducer to introduce the Referred Client to the Referred Professional(s);
 - (b) it was not induced by the Introducer (nor influenced by the Introducer in any way) to enter into any Contract with a Referred Professional;
 - (c) it was not induced by the Introducer (nor influenced by the Introducer in any way) to determine the scope of Services within a Contract or the cost of each Service contained within a Contract;
 - (d) it had the opportunity to obtain independent legal advice in relation to any Contract before it entered into that contract;
 - (e) it is aware that the Introducer will / may receive an Introduction Fee from the Referred Professional in return for the Introducer introducing the Referred Client to the Referred Professional and has no objection to such a fee, with the Referred Client waiving any objection in respect of such fee;
 - (f) the Introducer is not suitably qualified to determine whether:
 - (i) the scope of Services within a Contract is adequate for the Referred Client's commercial and legal needs;
 - (ii) the Referred Professional is adequately qualified, adequately skilled and/or competent to perform the Services;
 - (iii) the Referred Professional has capacity to perform the Services when the Referred Client reasonably requires the Services to be performed;
 - (iv) any and all fees, outgoings and charges rendered under the relevant Contract are at a fair market rate / value;



- (a) the Introducer's role is merely to facilitate an introduction between the Referred Client and a Referred Professional, with:
 - (i) the Introducer unable to control nor influence the Referred Professionals' conduct or lack of conduct; and
 - (ii) the Introducer's obligations to the Referred Client in respect of a relevant Referred Professional ceasing as soon as the Introducer introduces the Referred Client to that Referred Professional.
- 1.2 The Referred Client acknowledges and agrees that as a consequence of clause 3.3, upon the Introducer introducing the Referred Client to a Referred Professional, the Introducer has no further obligations toward the Referred Client in relation to that Referred Professional nor the acts, inactions and/or relationship that then transpires between the Referred Client and the relevant Referred Professional.
- 1.3 The Referred Client acknowledges and agrees that whilst the Introducer might be a qualified professional in their own right, they are not acting as a qualified professional when referring the Referred Client to a Referred Professional under this Agreement. Consequently, the fact that the Introducer is a qualified Professional has no bearing on the Introducer's obligations under this Agreement or at law.
- 1.4 The Referred Client acknowledges that it has read and understood the terms of the Disclosure Statement prior to signing this Agreement – with the Referred Client having the prior opportunity to receive legal advice prior to execution.



1. INTRODUCER'S OBLIGATIONS

1.1 During the term of this Agreement, the Introducer agrees to introduce the Referred Client to Referred Professional(s) in an industry that the Referred Client requests in writing to the Introducer, provided that:

- (a) the request from the Referred Client is reasonable and lawful; and
- (b) the Introducer knows of a relevant professional in the relevant industry and wishes (in its sole opinion) to make such an introduction between the parties.

The Introducer has no further obligations to the Referred Client either under this Agreement or at law, other than what is contained under clause 4.1.

2. RELATIONSHIP BETWEEN THE PARTIES

The Introducer's relationship with the Referred Professional is that of independent contractor under a contract for services.

Neither the Introducer nor the Referred Professional (nor may it represent that it has) any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in the other's name.

Subject to the terms of this Agreement, the Parties acknowledge that the Referred Professional is solely responsible for controlling the manner in which the Referred Professional provides the Services, with the Introducer having no such control.

The relationship between the Parties is non-exclusive in that during and after the term of this Agreement:

- (a) the Referred Client is entitled to engage any other introducer to introduce them to a relevant professional;
- (b) the Referred Client may find a relevant professional without the consent nor knowledge of the Introducer;
- (c) the Referred Client is not obliged to pay the Introducer any fee or cost as a consequence of the Referred Client engaging a professional(s) under clause 5.4(a) and/or 5.4(b).

The Referred Client acknowledges that the Introducer may appoint others on terms similar to this Agreement and has not made any promise of exclusivity.



Nothing stated in this Agreement shall be construed as constituting the Introducer and the Referred Professional as partners, or as creating the relationship of employer and employee, master and servant or principal and agent between the Parties.

No fee is payable by the Referred Client to the Introducer as a consequence of the Introducer performing its obligations under clause 4.



1. CONFIDENTIALITY

Each Party acknowledges that during the course of this Agreement, they may become acquainted with or have access to Confidential Information and Intellectual Property of the other Party.

Each Party must both during and after the operation of the Agreement:

- (a) take all steps necessary to safeguard the confidentiality of all Confidential Information and Intellectual Property; and
- (b) refrain from using, disclosing, copying or removing any Confidential Information and Intellectual Property without the consent of the other Party.

The Parties agree that they must not:

- (c) use Confidential Information or Intellectual Property of the other for any purpose other than fulfilling their respective obligations under this Agreement; or
- (d) for whatever reason, either for themselves or a third party, appropriate, copy, memorise or in any manner reproduce any of Confidential Information.

The Parties agree that they must not, both during or after the term of this Agreement for whatever reason, make improper use of Confidential Information or Intellectual Property acquired by virtue of this Agreement, to gain directly or indirectly, an advantage for themselves or for any other person or to cause detriment to the each other.

This clause does not apply to any Confidential Information that:

- (e) is publicly available at the date of this Agreement;
- (f) becomes publicly available after the date of this Agreement without breach of this Agreement by either Party; or
- (g) either Party is obliged by law to disclose.

If either Party is obliged by law to disclose any Confidential Information or Intellectual Property then the relevant Party must immediately notify the other of the actual or anticipated requirement.

The Parties' obligations under this clause continue after the termination date of this Agreement.



1. GST

Unless otherwise expressly stated, all fees and other payments required to be made under this Agreement are deemed to be exclusive of GST.

In the event that a supply under this Agreement is a taxable supply within the meaning of the GST Act:

- (a) the supplier may recover from the recipient of the supply an amount equal to the GST payable on the supply ('**GST Amount**'); and
- (b) the recipient must pay the GST Amount to the supplier on the date the consideration for the supply is due for payment, or in exchange for a valid tax invoice.

The Parties hereby agree that each Party shall be solely liable for their respective GST liabilities.



1. INDEMNITY

- 1.1 The Referred Client indemnifies the Introducer in respect of all and any Claims made against the Introducer in respect of the act or omissions of the Introducer, its agents, appointees, consultants, contractors and employees.
- 1.2 The Referred Client indemnifies and agrees to keep the Introducer indemnified from and against any Claim (including legal fees on an indemnity basis) arising directly or indirectly from any breach by the Introducer of any term of this Agreement.
- 1.3 The Introducer makes no representation that the Referred Professional is competent to provide the Services.
- 1.4 The Referred Client acknowledges that it has no legal entitlement (either under this Agreement or at law) to make a claim against the Introducer for any loss suffered by the Referred Client, unless the Introducer breaches clause 4.1. The Referred Client further acknowledges that (except where the Introducer breaches clause 4.1) its sole claim for loss is against a Referred Professional and not the Introducer – with the Referred Client indemnifying the Introducer for any claim that it so makes against the Introducer in breach of this clause 8.4.



1. MISCELLANEOUS

1.1 Assurances

Each party shall take all steps, execute all documents and do everything reasonably required by the other party to give effect to any of the transactions contemplated by this Agreement.

1.2 Severance

Any provision of this Agreement which is prohibited or unenforceable in the Jurisdiction specified below will be ineffective in that Jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other Jurisdiction.

1.3 Amendment

This Agreement may be amended only by another agreement executed by all parties.

1.4 Confidentiality

The parties to this Agreement must not disclose to any other person or entity the contents of this Agreement except to:

- (a) the parties' legal, accounting, taxation and other professional advisors;
- (b) any other party whom by law the party is compelled to make disclosure; or
- (c) any other party where the written consent of all parties to this Agreement is obtained to make such disclosure.

1.5 Costs

Each party shall bear its own costs.

1.6 Giving effect to this Agreement

Each party must do everything reasonably practicable to comply with and give effect to the terms of this Agreement.



1.1 Variation

No variation, modification or waiver of any provision in this Agreement, nor consent to any departure by any party from any such provision, will be of any effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation, modification, waiver or consent will be effective only to the extent to or for which it may be made or given.

1.2 Contra Proferentem

The contra proferentem rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.

1.3 Waivers

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

1.4 Governing Law

This Agreement is governed by the laws of the Jurisdiction. The parties submit to the non-exclusive Jurisdiction of courts exercising Jurisdiction there.

1.5 Counterparts

- (a) This Agreement may be executed in any number of counterparts. All counterparts taken together shall be taken to constitute one agreement.
- (b) The parties agree that a facsimile copy of a counterpart received from a party shall be regarded as, and deemed to be, an original copy of that counterpart received from that party.

1.6 Survival

Any indemnity or any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement.



1.1 **No merger**

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

1.2 **Relationship**

Except where this Agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

1.3 **Entire Agreement**

This Agreement contains all the contractual arrangements of the parties with respect to the items to which it relates, and supersedes all earlier conduct (including any agreements in relation thereto) by the parties with respect to those items.

1.4 **Facsimile and Email Form**

Both parties acknowledge that the original of this Agreement may be in facsimile or email form and agree to accept the facsimile or email as an original which is binding on the parties.

1.5 **Electronic Transactions**

The parties agree and acknowledge that their representatives may communicate utilising electronic communication and the laws governing electronic communication in the relevant state of the party receiving the electronic communication will apply.



1.1 Notices

(a) Method of giving notices

A notice, consent, approval or other communication (each a 'notice') under this Agreement must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (i) delivered to that person's address;
- (ii) sent by pre-paid mail to that person's address; or
- (iii) transmitted by facsimile or email to that person's address.

(b) Time of receipt

A notice given to a person in accordance with this clause is treated as having been given and received:

- (i) if delivered to a person's address, on the day of delivery if a business day, otherwise on the next business day;
- (ii) if sent by pre-paid mail, on the third business day after posting; or
- (iii) if transmitted by facsimile or email to a person's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.

(c) Address of parties

For the purposes of this clause 1.1 the address of a party, is the address referred to above in the title of the Agreement.



SCHEDULE 1

DISCLOSURE STATEMENT

The Referred Client acknowledges that it has read and understood the terms of this disclosure statement prior to signing the Agreement to which this disclosure statement is annexed to – with the Referred Client having the prior opportunity to receive legal advice prior to execution.

1. PURPOSE AND NATURE OF SERVICES

THIS IS NOT A FINANCIAL ADVICE AGREEMENT. We provide **introductory services only** - facilitating introductions to qualified professionals (Buyer's agents, real estate agents, accountants, solicitors, mortgage brokers, insurance specialists, etc.) and coordinating communications.

We do **NOT**:

1. provide financial product advice or recommendations;
2. assess suitability of any professional or service for your circumstances;
3. hold an Australian Financial Services Licence (AFSL);
4. monitor, supervise, or oversee professionals' work; nor
5. act as your agent, representative, or fiduciary.

You have the responsibility to:

1. conduct your own due diligence on any professional we introduce;
2. verify their licenses, credentials, and professional indemnity insurance through official registers (ASIC: <https://asic.gov.au/for-finance-professionals/afs-licensees/>, TPB: <https://www.tpb.gov.au/>, relevant Law Societies), as well as other professional institutions which would reasonably be required of a reasonable client;
3. enter into separate written agreements with each professional;
4. comply with your obligations to each professional; and
5. make your own informed decisions about engaging professionals and services.



2. FEES AND CONFLICTS OF INTEREST

You will NOT be invoiced directly. We receive an **introducer fee** from professionals upon completion of their services to you.

Standard Fee: Generally **20% plus GST** of the completed service cost charged to you by the professional, however we reserve the right to increase / decrease this amount as we see fit.

Example: If a professional charges you \$10,000.00 plus GST, we typically receive \$2,200 (including GST) from that professional.

Important Disclosures:

1. **Conflict of Interest:** This fee arrangement creates a potential conflict as we benefit financially from referrals. This may incentivize us to refer to fee-paying professionals rather than others whom we do not have a referral relationship with.
2. **Impact on Your Fees:** The introducer fee is typically included in or added to the professional's standard fees. You may pay more than if you engaged professionals directly without our introduction.
3. **Fee Transparency:** We will provide a complete schedule of fees received upon request. Contact us at contact@eversteadwealth.com.au anytime.
4. **Your Right to Choose:** You are free to engage professionals directly without our introduction, which may result in lower fees. You can decline any introduction without affecting our services.
5. **Ongoing Fees:** If you engage ongoing services (e.g., ongoing financial advice), we may receive ongoing introducer fees for the duration of your relationship with that professional, even after terminating this agreement.

GST Treatment: Introducer fees are subject to 10% GST in accordance with Australian tax regulations. However, given we are solely invoicing the Referred Professional and not yourself, it is unlikely that you will be able to obtain a GST input tax creditor nor any deductible expense directly as a consequence of our invoice. We recommend that you obtain accounting and/or tax advice on this aspect.



3. LIMITATION OF LIABILITY

We bear NO responsibility or liability for:

1. Quality, accuracy, timeliness, or suitability of services provided by any professional we introduce.
2. Any advice, recommendations, or actions by those professionals.
3. Any financial losses, damages, or adverse consequences arising from their services.
4. Professional conduct, negligence, misconduct, or breach of duty by any service provider.
5. Regulatory compliance failures by professionals.

We provide:

1. NO guarantee regarding performance, competence, or reliability of any professional.
2. NO indemnity over their services.
3. NO warranty as to outcomes of any professional engagement.

All professionals operate as independent to us – they are not our employees, agents, nor representatives. We have no supervisory role over their work. There is therefore no triparty agreement between yourself, us and the professionals. As a consequence, where you wish to make a claim against a professional, we have no contractual privity (nor obligation at law) to you with respect to your retainer with that professional.

Preservation of Rights: Nothing in this agreement excludes your statutory rights under Australian Consumer Law that cannot be lawfully excluded.



1. COMPLAINTS AND DISPUTE RESOLUTION

Any complaints about professional services MUST be taken up DIRECTLY with that service provider. They are required to have internal complaints processes.

External Dispute Resolution Options:

- **Financial Advisers/Services:** Australian Financial Complaints Authority (AFCA) - www.afca.org.au | 1800 931 678
- **Tax Agents:** Tax Practitioners Board - www.tpb.gov.au | 1300 362 829
- **Solicitors:** State-based Legal Services Commissioners (NSW: 1800 242 958, VIC: 1300 796 344, QLD: 1300 655 754)
- **Accountants:** CPA Australia (1300 737 373), CA ANZ (1300 137 322), IPA (1800 625 625)

Our Assistance (Optional): We can help formulate complaints, provide guidance, facilitate communication, and manage the complaint process. However, we **cannot** guarantee outcomes, provide compensation, or override decisions.

Complaints About Our Services: Contact contact@eversteadwealth.com.au. We will respond within 21 days. If unsatisfied, contact your state/territory Consumer Affairs department.



5. PRIVACY AND INFORMATION SHARING

By signing, you **consent** to us sharing your name, contact details, and general service requirements with professionals for introduction purposes.

Your Rights: You can limit information sharing, withdraw consent, request access/correction, or request deletion (subject to legal retention requirements). Contact us at contact@eversteadwealth.com.au.

Professional's Privacy: Each professional has separate privacy obligations. Review their privacy policies before providing personal information. We are not responsible for their privacy practices.

Data Retention: We retain records for minimum 7 years after engagement ends as required by law.

Overseas Disclosure: Your information may be disclosed to overseas recipients (cloud storage, software providers). By signing, you consent to such disclosures.

Privacy Complaints: Contact us first. If unsatisfied, contact Office of the Australian Information Commissioner (OAIC) - www.oaic.gov.au | 1300 363 992

6. TERMINATION AND POST-TERMINATION

Either party may terminate with **14 days' written notice** to contact@eversteadwealth.com.au. No penalty applies.

7. YOUR LEGAL RIGHTS

Limitation Periods: Legal claims may be subject to time limits (typically 6 years for contract/negligence claims). Seek legal advice promptly if you believe you have a claim. **Do not delay** - once limitation periods expire, you may lose the right to claim.

Independent Legal Advice: We recommend seeking independent legal advice before signing if you have concerns about any terms.

Governing Law: This agreement is governed by the laws of **Queensland**, Australia.

