

The Private Sale Company Limited - Consultant Agreement (REF:01/25-20/10/5)

1. Introduction:

This agreement outlines the ethical and professional relationship between The Private Sale Company Limited, referred to as TPSC, and its Consultants.

2. Consultant's Commitments:

As a Consultant for TPSC, I agree to:

- Act truthfully, lawfully, ethically, loyally, responsibly, and morally at all times.
- Represent TPSC and TPSC clients to the best of my ability in assisting them with marketing their properties for sale privately.
- Acknowledge that I am not a Real Estate Agent and will not act as one or hold myself out as one in my role as a Consultant for TPSC.
- Understand that TPSC is a marketing company and does not act for the seller or the buyer in property transactions.

3. Duties of TPSC Consultants:

As a TPSC Consultant, I will perform the following duties:

- Acquire new clients for TPSC.
- Hold meetings to establish TPSC marketing packages and services for each client.
- Assist and implement TPSC clients' marketing packages.
- Deliver marketing materials to TPSC clients.
- Acquire services for TPSC clients through TPSC associations, partnerships, and collaborating companies.
- Provide phone support to TPSC clients on a weekly basis.
- Conduct face-to-face or virtual weekly meetings with TPSC clients during their marketing campaigns.
- Report the current status of each TPSC client I manage to the TPSC administration team on a weekly basis (Tuesdays) via email and /or on the TPSC reporting page on our website.

4. Client Acquisition and Confidentiality:

I agree to:

- Seek prospective clients and develop business relationships with them to sign them up as TPSC clients.
- Report all TPSC client contact information and current situation details to the TPSC admin team on a weekly basis (Tuesdays) via email.
- Keep all business procedures, operations, intellectual property, and systems learned through working with TPSC highly confidential.
- Understand that such information is TPSC's Intellectual Property (IP) and will not be shared with any third party unless legally required under New Zealand law.

5. Ethical Conduct:

I understand that I must carry out TPSC Duties in a lawful and ethical manner.

- I will treat all TPSC team members, other Consultants, prospective, new, or current clients, and associates of TPSC fairly, respectfully, and honestly at all times.
- I will follow TPSC's standard procedures, duties, and services in supporting and educating my TPSC clients to the best of my ability.

6. Remuneration, Tax Responsibility, and becoming a Team Leader

- My remuneration, which is 20% (or 10% for referred clients from the TPSC website and/or associates) of received payments for the TPSC Success Fee (including GST if I am GST registered), will be paid when my procured clients have paid TPSC less any NZ Tax required to be deducted by TPSC, by law (if any).
- If I refer or 'hand-on' a client lead and they subsequently become a TPSC Client, successfully selling their property through TPSC, I will receive a referral fee of 5% of their paid TPSC Success Fee including GST.
- TPSC will pay the remuneration within 10 working days of receiving the TPSC success fee payment from my procured TPSC managed clients. I agree to keep very detailed records of all client communications.
- To become a team leader, the consultant requires written approval from the TPSC administration team.

- As a TPSC Team Leader, I will manage a team of TPSC Consultants and receive a 5% remuneration, including GST, for any received payments of TPSC Success Fees within my team.
- If one of my team members becomes a Team Leader, my remuneration for that member will cease.
- My 5% remuneration from my team members will be paid less any New Zealand Tax required to be deducted by TPSC, by law (if any).
- I understand I am fully responsible for my own taxes and acknowledge it is my sole duty to pay my taxes under New Zealand law.
- I will not hold TPSC accountable for any unpaid monies to the New Zealand Inland Revenue Department or any other Government Department whatsoever.
- I agree if I am not registered for GST, I will not be paid the GST component of my remuneration, and I understand TPSC will pay 20% Withholding Tax to the NZ IRD if required.

7. Non-Compete and Obligations After Termination:

- I agree not to engage in any business or activity within New Zealand that competes with or supplies services similar to those offered by TPSC or assist past, present, or prospective TPSC clients and associates.
- I acknowledge that these obligations continue for 36 months after this agreement's termination.

8. Termination:

- Either party may terminate this agreement by providing at least 30 days written notice.
- Upon termination, I agree to provide and hand-on all TPSC client information, sales and marketing details, and materials directly to the TPSC Administration team within a period of 7 days.

9. Indemnification:

- I hereby indemnify TPSC (and its officers, directors, members, employees, subcontractors, and agents) against any losses, liabilities, or costs resulting from my failure to comply with this agreement or any act or omission by myself.

• 10. Time to Read and Understand this Agreement:

- I hereby acknowledge TPSC has provided me time to read and understand the terms within this agreement, and to seek legal advice before signing and/or agreeing to its terms.