

SIRE – ASSOCIATE BUSINESS AGREEMENT

RECITALS:

- a. SYNERGY INTERNATIONAL REAL ESTATE (SIRE) has agreed to enter into an Associate Business Agreement with you (THE ASSOCIATE), and you have agreed to work with SIRE from the Commencement Date.
- b. The parties agree that the terms and conditions of your business with SIRE will be as they appear in this Associate Business Agreement and attached Schedule(s).

IT IS AGREED AS FOLLOWS:

1. Definitions

In this agreement, unless the context otherwise indicates:

- a) Agreement means this Associate Business Agreement
- b) Associate Business Agreement means this Agreement including any annexure, schedule or attachment hereto;
- c) Business means an organization or economic system where goods and services are exchanged for one another or for money
- d) Commencement Date means the date that SIRE and THE ASSOCIATE agree to
- e) Confidential Information means all information, except to the extent that it is generally available to the public (other than due to a breach of this Agreement), of which you become aware or generate in the course of, or in connection with, your Agreement with SIRE, of a commercial, operational, technical or financial type relating to SIRE or a related entity (as that term is used in the Corporations Act 2001) to SIRE; and any customer or client of SIRE, which may include, without limitation each of the following:
 - i. Information that SIRE identifies as confidential;
 - ii. Information that a reasonable person in your position should understand is confidential;
 - iii. Trade secrets and intellectual property;
 - iv. Agreements, arrangements or terms of trade with clients, customers and suppliers or prospective clients, customers or suppliers;
 - v. Names, addresses (including email addresses), phone numbers and all other contact information of sellers, buyers, prospective sellers and buyers, any property owner (including their employees, contractors and representatives) on whose behalf a property is handled by SIRE;



- vi. Contractual and technical information;
 - vii. Marketing plans and marketing and sales techniques;
 - viii.
 - ix. Business plans and forecasts;
 - x. Business systems, software platforms and procedures;
 - xi. Financial records;
 - xii. Reports and accounts;
 - xiii. Business proposals;
 - xiv. Manuals;
 - xv. Operational materials or procedures;
 - xvi. Details concerning the Company's business affairs;
 - xvii. Customer/client lists (other than your own);
 - xviii. Customer/client/potential client details and records including, but not limited to, all personal and financial information revealed by customers/ clients/potential clients other than your own;
 - xix. Licensee information; and
 - xx. All copies and records based on or incorporating the information referred to in this section 1(c).
- f) Duties means your Duties outlined in section 5.1 hereof;
- g) End Date means the date that the termination of this Agreement is effective;
- h) Intellectual Property Rights means all intellectual property rights created or generated by you (whether alone or with any other persons) in the course of or in connection with your Agreement with SIRE, or through using the facilities, resources, time or any opportunity provided by the SIRE including:
- i. Patents, copyright, registered designs, trademarks and the right to have confidential information kept confidential; and
 - ii. Any application or right to apply for registration of any of those rights;
- i) Legally-Enforceable Contract means a contract of sale that is fully executed by both the property and/or business owner and the intending buyer;
- j) Listing means, with respect to a property and/or business that is for sale, the execution of an Agency Agreement in favour of the Parties;
- k) Moral Rights means the following rights in respect of any Intellectual Property Rights:
- i. The right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);
 - ii. The right of attribution of authorship of a work; and
 - iii. The right not to have a work falsely attributed, (which are rights created by the Copyright Act 1968 (Cth)), and any other similar right capable of protection under the relevant legislation.



- l) Parties means you and SIRE;
- m) Position means your role and status as set out in Item 4 of the Reference Table;
- n) Property means land (either improved or unimproved) irrespective of size, buildings (whether built or to be built), homes including project homes, volume homes and packages of land and home (whether built or to be built), retirement villas, units;
- o) Property Transaction means the sale of a Property from which You have received a payment from a seller held in the SIRE trust account;
- p) Real Estate Law means legislation enacted by a state or territorial government for the purposes of regulating the conduct of the real estate industry;
- q) Business Associate means either a Licensed Real Estate Agent or Licensed Sales Person that has entered into an Associate Business Agreement with SIRE;
- r) Term means the period from the Commencement Date to the End Date;
- s) You, your and yourself means the Licensed Real Estate Agent and or entity named in section 22 that holds an ABN.

2. Interpretation

- 2.1 In this Agreement, unless the context otherwise indicates, references to any statute, instrument or other law shall include all regulations or other instrument there under and all consolidations, amendments, re-enactments or replacements.

3. Engagement

- 3.1 SIRE agrees to a Business Associate Arrangement on the terms set out in this Agreement.

4. Duration

- 4.1 Your Agreement shall be for the Term of this Agreement.

5. Your Duties

- 5.1 In addition to the specific duties of the position, you must:
 - a) Perform your Duties in a professional, competent and diligent manner that does not endanger your own health and safety or that of others;
 - b) Use your best endeavours to promote the business, goodwill, development and reputation of SIRE and comply with all lawful directions of SIRE;
 - c) Comply with all management practices and procedures adopted by SIRE;
 - d) Comply with all laws and regulations in the performance of your Duties;
 - e) Indemnify SIRE and SIRE's personnel for any costs or expenses incurred as a result of any claims or actions that arise out of unlawful negligent, dishonest or misleading



conduct by you regardless of whether such conduct was carried out in the performance of your Duties pursuant to this Agreement or otherwise;

- f) Not partake in any conduct prejudicial to the goodwill, commercial reputation, or overall public image of SIRE;
- g) At all times comply with the requirements of the relevant Real Estate Law that applies in the State or territory in which you hold your licence;
- h) Generally perform such Duties as are customarily performed by a Licensed Real Estate Agent holding a like position in another reputable company or business of the same or similar nature to SIRE; and
- i) Do all other things reasonable or necessary to carry out your Duties in accordance with this Agreement.

6. Your Undertakings

6.1 You agree, that during your Agreement with SIRE, you are:

- a) Not engaged, concerned or interested in any business that competes with SIRE without the prior written consent of SIRE;
- b) Not to accept any payment or any other benefit in money or in kind from any person as an inducement or reward for any act, or for failing to perform any act, whether directly or indirectly, without the prior written approval of SIRE;
- c) To keep current at all times your registration or licence as a real estate agent under the provisions of the relevant Real Estate Law that applies to you and, in this regard, satisfy all continuing professional development, further education and training requirements of your registration or licence at your expense;
- d) To perform your Duties in a diligent, professional and ethical manner and refrain from doing anything that may adversely affect or reflect upon SIRE;
- e) Not to purchase or lease any property and/or businesses listed by or through, or become beneficially interested in any property and/or businesses listed by or through SIRE without the prior written consent of SIRE;
- f) Not to withhold any listing or prospective listing from SIRE, nor offer for sale any property and/or business that has not been listed by or through SIRE;
- g) To report to SIRE as soon as possible any complaints made by any of SIRE's clients or customers of which you become aware;
- h) To notify SIRE promptly of any accident, illness or injury (and anticipated recovery period) preventing you, temporarily or permanently, from performing your Duties under this Agreement;
- i) Not to incur any expenses on SIRE's behalf or pledge credit against SIRE without SIRE's prior approval; and



- j) Not to enter into or sign any agreement or contract on SIRE's behalf or make any promise or representation on SIRE's behalf without SIRE's prior approval.

7. Remuneration

7.1 Wage / Salary

You will be remunerated by way of commission only.

7.2 Commission

- a) The method by which such commission entitlement will be calculated shall be as set out in the SIRE Associate Business Agreement Fee Structure for Licensed Real Estate Agents.
- b) You acknowledge and agree that SIRE (including any of its directors, officers, employees, beneficiaries, or sales associates) has not made any representations, offers, promises to provide you with any additional pay, rewards, entitlements or benefits of any type other than what is expressly set out in this Agreement (or as amended in writing) including any annexure hereto, and including the SIRE Associate Business Agreement Fee Structure for Licensed Real Estate Agents.

7.3 Superannuation

SIRE will not make any superannuation contributions on your behalf.

8. Equipment

8.1 Motor Vehicle

- a) If you do own, lease or rent a motor vehicle you must maintain it at your own expense.
- b) SIRE will not be liable for any claim, damage, injury or loss related to motor vehicle(s)

8.2 Mobile Telephone

- a) You are required to supply or use a mobile telephone during the course of this Agreement with SIRE. All costs associated with the purchase and all ongoing costs shall be met by you unless agreed by SIRE.
- b) SIRE may provide a mobile phone SIM card that must be used at SIRE's discretion.
- c) SIRE may pay for the ongoing costs associated with the mobile phone SIM provided by SIRE at SIRE's discretion.

9. Leave Entitlements

9.1 You are entitled to take leave as and when you wish.

9.2 Any leave you take will be unpaid leave. You have no entitlement to paid leave.



- 9.3 When taking leave you are required, whenever practicable within 48 hours of the commencement of any leave period, to notify SIRE of your intention to take leave, the estimated duration of your absence, and who will be handling your business affairs in your absence.

10. SIRE Property

- 10.1 You agree to assume all financial responsibility for the loss, damage or theft of any property provided to you by SIRE, and all SIRE property in your care and control during the term of this Agreement.

11. Confidential Information

- 11.1 You agree that you will, at all times both during and after your Agreement with SIRE:

- a) Use Confidential Information for the sole purpose of performing your Duties in conjunction with SIRE;
- b) Keep confidential all Confidential Information, other than Confidential Information you are required to disclose in the course of your normal Duties, that is or has become public knowledge (other than as a result of a breach of confidentiality by you), or that you are required by law to disclose;
- c) Immediately notify SIRE of any suspected or actual unauthorised use, copying or disclosure of Confidential Information; and
- d) Provide assistance when requested by SIRE in relation to any proceedings SIRE may take against any person for unauthorised use, copying or disclosure of Confidential Information.

- 11.2 You agree that you will not, at any time or for any reason:

- a) Use any Confidential Information to your own advantage or to the advantage of any other person, firm or company without the prior written consent of SIRE;
- b) Disclose any Confidential Information to any other person, firm or company without the prior written consent of SIRE;
- c) Use or attempt to use any Confidential Information which you may acquire in the course of your Agreement with SIRE for any speculative or other unauthorised purposes.

- 11.3 In relation to the restrictions contained in this Section 11, you acknowledge that:

- a) SIRE's rights are in addition to, and do not detract from or affect SIRE's common law rights;
- b) The restrictions are reasonable and necessary for the protection of SIRE; and



- c) The remedy of damages may be inadequate to protect the interests of SIRE and SIRE is additionally entitled to seek and obtain injunctive relief in any court.

12. Termination of this Agreement

12.1 This Agreement may be terminated at any time by either party giving the other party at least seven days notice.

12.2 Without limiting SIRE's rights, this Agreement may be terminated by SIRE immediately if you (whether before or after the date this Agreement):

- a) Are involved in serious misconduct, including without limitation:
 - i) Wilful, or deliberate behaviour by you that is inconsistent with the continuation of this Agreement;
 - ii) Conduct that causes imminent, or serious risk to the health or safety of a person or the reputation, viability or profitability of the Company's business;
 - iii) During the term of this Agreement, engaging in theft, fraud or assault;
 - iv) Being intoxicated with alcohol or illicit drugs at work;
- b) Breach anything in this agreement or breach any other material provision of this Agreement;
- c) Are unable to perform the inherent requirements of this Agreement; or
- d) Are charged or found guilty by a court of a criminal offence.

12.3 On and after the termination of this Agreement for any reason:

- a) Your obligations under section 11 of this Agreement (except in respect of information that is part of your general skill and knowledge) still continue to apply;
- b) You must not record any Confidential Information in any form;
- c) As and when required by SIRE, you must disclose any password, security access codes or other information used by you during the course of your Agreement with SIRE;
- d) You must not represent yourself as being associated with SIRE;
- e) You must not make any adverse comment, publicly or otherwise, about SIRE, or anyone associated, or connected with, or conjuncting sales associate associated with, SIRE; and
- f) You must provide any assistance to any employee, management staff, or director of SIRE reasonably required by SIRE in relation to any threatened or actual proceedings before a court or tribunal.



12.4 If this Agreement is terminated for any reason:

- a) SIRE may set off any amounts you owe SIRE against any amounts SIRE owes you at the date of termination, except for amounts that SIRE is not entitled to set off;
- b) You must immediately return to SIRE all property belonging to SIRE including but not limited to files (hard files and electronic files), stationery, manuals, business cards, legal documents, keys, books, plans, maps, computing equipment, electronic computer files, software and any other property provided to you by the SIRE; and
- c) You acknowledge that any property or business that is under contract prior to settlement remains in the custody of SIRE who will manage and facilitate the completion of the transaction.
- d) After returning all hard and electronic files to SIRE you must immediately destroy all associated electronic and hard files from all media, this includes physically written, electronic, magnetic, optical and cloud server and data networks.

13. Restraint

13.1 You acknowledge:

- a) You will not engage or attempt to contact or solicit business from clients or potential clients after the termination of your Agreement for the Restraint Period; and
- b) SIRE retains the right to protect and maintain any commercial relationships that have been developed with business partners, associates, contractors and other suppliers.

13.2 During the Restraint Period, you must not, within the Restraint Area:

- a) Solicit, assist, or persuade any business partner of SIRE, with whom you had work related dealings during your Agreement, to cease doing business with SIRE or reduce the amount of business which that business partner would normally do with SIRE;
- b) Interfere with the relationship between SIRE, any employees of SIRE, or any sales associates with which SIRE has a Conjunctional Sales Agreement, and any of their suppliers, employees, contractors or Associates;
- c) Induce, interfere or assist any employee of SIRE, or any associates with which SIRE has an Agreement, to leave their Agreement with SIRE, or to terminate their agreement with SIRE as the case may be; or
- d) Counsel, procure or assist any person to do any of the acts referred to in section 13.1 and subsection thereof.



- 13.3 The restrictions in section 13.1 do not apply in circumstances where you have obtained SIRE's prior written consent, in good faith.
- 13.4 SIRE may require you to provide evidence confirming to the satisfaction of SIRE that you are not in breach of this section 13.
- 13.5 You acknowledge that:
- a) Each restriction specified in this section 13 are in the circumstances reasonable and necessary to protect SIRE's legitimate business interests, including but not limited to, SIRE's interest in protecting:
 - i) Confidential information;
 - ii) Its relationships with Customers, Suppliers, Employees, Associates, and contractors;
 - iii) The goodwill of SIRE's business;
 - b) Damages are not an adequate remedy for breach of this section.
- 13.6 All subsections under section 13.1 have effect as if they consist of separate provisions, each resulting from combining each geographic area in the definition of the Restraint Area with the time period in the definition of the Restraint Period. If any of those separate provisions is invalid or otherwise unenforceable for any reason, the invalidity or unenforceability shall not affect the validity or enforceability of any of the other separate provisions or other combinations of those separate provisions contained in each of the subsections under section 13.1.
- 13.7 Any capitalised terms that are not defined in this section 13.6 have the meaning given to them in section 1 of this Agreement unless the context indicates otherwise. In section 13 and all subsections thereunder:
- a) Competitor means any business engaged in providing real estate agency services and includes both an actual or prospective competitor;
 - b) Customer, Employee, Business Associate, Business Partner and Contractor means any customer, employee, Business Associate, Business Partner or contractor (as the case may be) of SIRE with whom you worked or had dealings with at any time during the period 12 months prior to the date of termination of your Agreement;
 - c) Potential Business Partner means any person or entity:
 - i) That SIRE had identified or targeted for the provision of services or a commercial transaction that relates to the business of SIRE during your Agreement;
 - ii) With which SIRE had discussed the possibility of forming a business relationship, during your Agreement, in relation to the provision of services by SIRE to the person or entity; or
 - iii) Which referred business to SIRE during your Agreement.
 - d) Restraint Area means:



- i) Australia;
 - ii) The state or territory in which you were based in the last 12 months of your Agreement with SIRE;
 - iii) Within 500 kilometres of the GPO of the city closest to which you lived in the state or territory referred to in number (ii) above.
- e) Restraint Period means the period from the date of termination of your Agreement for 12 months.

14. Severance

- 14.1 If any provision of this Agreement is deemed to be invalid or unenforceable in accordance with its terms, other provisions that are self-sustaining and capable of separate enforcement with regard to the invalid provision will continue to be valid and enforceable in accordance with their terms.
- 14.2 You agree that the restrictions imposed with regard to Restraint Area, Restraint Period, and scope of restraint as set out above are separate and independent provisions, severable from one another.

15. Set Off

- 15.1 You acknowledge that the commissions provided under this Agreement are the full benefits payable to you in respect of the Agreement and are paid in full satisfaction of any obligations, allowances or other monetary benefits to you under any legislation, award or Agreement, including any statutory minimum hourly rate. You agree that SIRE may set off any amount to be paid to you under this Agreement against any entitlement you may otherwise have to receive any such benefits, whether of a different character or not.

16. Conflict Of Interest

- 16.1 You warrant and represent that you are not subject to any restrictive covenants in relation to any former agreement or in respect of the intellectual property and Confidential Information of any third party. During the term of this Agreement, you are strictly prohibited, without SIRE's prior written permission, from:
- a) Continuing to provide your service or services to a third party for payment or other financial reward other than conjunctive sales agreements with third party real estate agents or agencies;
 - b) Entering into any other paid employment in the real estate industry or similar field without the prior written consent of SIRE; or
 - c) Engaging, directly or indirectly, in any other business that, in the opinion of SIRE:
 - i) Directly conflicts or competes with the business of SIRE; or



- ii) Limits your ability to fully perform your obligations pursuant to this Agreement.
- 16.2 You should at all times endeavour to avoid situations where a conflict of interest may arise between your activities as a Licensed Real Estate Agent in conjunction with SIRE and your dealings with other parties. Should you potentially be in such a situation, you must:
- a) Disclose the conflict of interest to SIRE immediately; and
 - b) Take action to avoid the conflict of interest unless you have obtained the written consent of SIRE.
- 16.3 You must declare any interest in any business of any kind in which you may potentially be in conflict or in competition with the business of SIRE.
17. Independent Legal Advice
- 17.1 SIRE encourages you to seek independent legal advice as to your legal rights and obligations under the terms of this Agreement.
- 17.2 You acknowledge that you have had an opportunity to seek independent legal advice regarding the terms of this Agreement in its entirety.
18. Waiver or Variation
- 18.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 18.2 The exercise of a power or right does not preclude:
- a) Its future exercise; or
 - b) The exercise of any other power or right.
- 18.3 The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.
19. Governing Law and Jurisdiction
- 19.1 This Agreement is governed by the laws of the State or Territory in which it is executed.
- 19.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State or Territory in which this Agreement is executed.
20. Further Assistance
- 20.1 Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement, including those things required under each agreement or document mutually agreed to.
21. Acknowledgement



- 21.1 Notwithstanding the fact that You may have entered into various policy or procedural documents (i.e. unrelated to SIRE) prior to the date of this agreement, you hereby agree that all documents and/or agreements/ or variations are to be adhered to at all times during the term of this Agreement.
- 21.2 A breach of any written agreement or written variation with SIRE is also a breach of this Agreement.
- 21.3 If there is a conflict between any of the documents or agreements with SIRE and any external documents to which you are a party to, SIRE's relevant document will prevail.

22. Acknowledgement of Receipt by Real Estate Agent of this Agreement

I hereby acknowledge that a copy of this Agreement is in my possession and I agree to be bound by the terms contained herein:

Name of the Licensed Real Estate Corporation:.....

ACN:..... ABN:.....

Trading Name of Corporation:.....

Name of Licensee:.....

Signature of the Licensee:..... Date:.....

SIGNED for and on behalf of SIRE:..... Date:.....

ABN: 68 473 817 482

