

This Operational Due Diligence Services Agreement (“AGREEMENT”) dated this ____ day of _____, _____, by and between _____ (Company) and its representative _____ (Name) (hereinafter and collectively referred to as the “CONSULTANT”), whose address is _____ (Address); and _____ (hereinafter referred to as “CLIENT”), having its principal place of business located at _____

WHEREAS, the Client desires to engage the services of _____ (Company) and its representative _____ (Name) (the Consultant) to perform for the Client an operational due diligence and evaluation regarding the functions for the property management operations of the Client and not as an employee; and

WHEREAS, the Consultant has extensive background and knowledge in the area of property management and property management business operations; and

WHEREAS, the Consultant desires to be engaged by the Client to provide information, evaluation and consulting services to the Client in their area of knowledge and expertise on the terms and subject to the conditions set forth herein; and

WHEREAS, the Client desires to engage the Consultant to provide information in relation to an operational due diligence and operational evaluation in relation to the Client in their area of knowledge and expertise on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. services of consultant

Provide services related to a property management operational due diligence and evaluation on the stated business, currently under contract to purchase by the client.

2. indemnification

(a) client

The Client agrees to indemnify, defend, and shall hold harmless the Consultant and/or their agents, and to defend any action brought against said parties with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees to the extent that such action is based upon a claim that: (i) is true, (ii) would constitute a breach of any of the Client's representations, warranties, or agreements hereunder, or (iii) arises out of the negligence or wilful misconduct of the Client, or any Client content to be provided by the Client and does not violate any rights of third parties, including, without limitation, rights of publicity, privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

(b) consultant

The Consultant agrees to indemnify, defend, and shall hold harmless the Client, its directors, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such an action arises out of the gross negligence or wilful misconduct of the Consultant.

(c) notice

In claiming any indemnification hereunder, the indemnified party shall promptly provide the indemnifying party with written notice of any claim, which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its expense, assist in the defence if it so chooses, provided that the indemnifying party shall control such defence, and all negotiations relative to the settlement of any such claim. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which shall not be unreasonably withheld.

Initial: _____ Date: _____

3. limitation of liability

The Consultant shall have no liability with respect to the Consultant's obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if the Consultant has been advised of the possibility of such damages. In any event, the liability of the Consultant to the Client for any reason and upon any cause of action, regardless of the form in which the legal or equitable action may be brought, including, without limitation, any action in tort or contract, shall not exceed ten percent (10%) of the fee paid by the Client to the Consultant for the specific service provided that is in question.

4. compensation

The Consultant shall receive the amount of \$_____, in total, with 50% (being \$_____) paid on commencement of due diligence and the final 50% (being \$_____) payable on delivery of evaluation and report. In addition, the Client shall reimburse the Consultant per diem for any reasonable out of pocket expenses incurred by the Consultant pursuant to the terms of this agreement. The Consultant shall submit itemised statements of out of pocket expenses. The amount shall be paid to the Consultant with the final payment upon delivery of evaluation and report.

5. late payment

The Client shall pay to the Consultant all fees within seven (7) days of the due date. Failure of the Client to finally pay any fees within seven (7) days after the applicable due date shall be deemed a material breach of this Agreement. The Client shall be liable for any costs associated with collection of outstanding fees, including, but not limited to, legal costs, solicitors' fees, courts costs, and collection agency fees.

6. confidentiality

Each party agrees that during the course of this Agreement, information that is confidential or of a proprietary nature may be disclosed to the other party, including, but not limited to, product and business plans, software, resources, operational processes, technical processes and formulas, source codes, product designs, sales, costs and other unpublished financial information, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party as of the time of its disclosure;
- (c) is independently developed by the receiving party; or
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party.

7. arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the Institute of Arbitrators & Mediators Australia (IAMA), and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in the City of Brisbane, State of Queensland. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable solicitors' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Initial: _____ Date: _____

8. miscellaneous

(a) independent contractor

This Agreement establishes an "independent contractor" relationship between the Consultant and the Client.

(b) rights cumulative; waivers

The rights of each of the parties under this Agreement are cumulative. The rights of each of the parties hereunder shall not be capable of being waived or varied other than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

(c) benefit; successors bound

This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights, and benefits hereof, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their heirs, executors, administrators, representatives, successors, and permitted assigns.

(d) entire agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. There are no promises, agreements, conditions, undertakings, understandings, warranties, covenants or representations, oral or written, express or implied, between them with respect to this Agreement or the matters described in this Agreement, except as set forth in this Agreement. Any such negotiations, promises, or understandings shall not be used to interpret or constitute this Agreement.

(e) assignment

Neither this Agreement nor any other benefit to accrue hereunder shall be assigned or transferred by either party, either in whole or in part, without the written consent of the other party, and any purported assignment in violation hereof shall be void.

(f) section headings

The Section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) construction

Unless the context otherwise requires, when used herein, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender.

(h) further assurances

In addition to the instruments and documents to be made, executed and delivered pursuant to this Agreement, the parties hereto agree to make, execute and deliver or cause to be made, executed and delivered, to the requesting party such other instruments and to take such other actions as the requesting party may reasonably require to carry out the terms of this Agreement and the transactions contemplated hereby.

Initial: _____ Date: _____

(i) notices

Any notice which is required or desired under this Agreement shall be given in writing and may be sent by personal delivery or by mail, addressed as follows (subject to the right to designate a different address by notice similarly given):

To The Client:

To The Consultant:

Or in the event of mail:

(j) governing law

This Agreement shall be governed by the interpreted in accordance with the laws of the State of Queensland without reference to its conflicts of laws, rules or principles. Each of the parties consents to the exclusive jurisdiction of the federal courts of Australia in connection with any dispute arising under this Agreement and hereby waives, to the maximum extent permitted by law, any objection, including any objection based on forum non convenient, to the bringing of any such proceeding in such jurisdictions.

(k) consents

The person signing this Agreement on behalf of each party hereby represents and warrants that they have the necessary power, consent and authority to execute and deliver this Agreement on behalf of such party.

(l) survival of provisions

The provisions contained in paragraphs 2, 3, 6 and 8 of this Agreement shall survive the termination of this Agreement.

Initial: _____ Date: _____

(m) execution in counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and have agreed to and accepted the terms herein on the date written above on ____ day of _____, _____.

Name _____
The Client

Client's name _____

Position held _____

Witness _____

Signature _____

Signature _____

Date signed _____

Date _____

Name _____ (iiCC Company)
The Consultant

Representative's name _____

Position held _____

Witness _____

Signature _____

Signature _____

Date signed _____

Date _____

Initial: _____ Date: _____