

Investor

Introduction

&

Remuneration

Agreement

## (7 Pages in Total )

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## This AGREEMENT is made this day of 2022

**BETWEEN THE PARTIES:**

Haussmann LIMITED

a company incorporated in Australia,

with its principal address at Level 14,

167 Eagle Street, Brisbane, Queensland, Australia.

("HML")

AND

## Individual/Company Name

## A.C.N./ABN

**Address.**

**(the “Introducer”)**

**BACKGROUND:**

1. HML is the owner of M3 Building Systems manufacturing systems and processing technologies for the production of application, precision engineered Homes. Sustainable raw material sources are used by up to 80 % of total production material input, processing mixed solid waste, from industrial and commercial waste sources (intermingled raw materials), applying a “zero” solution for such waste and using such waste in priority processes to produce its application engineered, composite materials based building systems.
2. The Introducer is a third party not affiliated to HML which may or may not be an Agent, Accountant, Mortgage Broker, etc. which has relationships with potential investors who may have an interest in HML.
3. HML has agreed to pay remuneration Fees with Introducers subject to the terms and conditions outlined in this Agreement.

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# OPERATIVE PROVISIONS:

### DEFINITIONS:

In this Agreement the following terms have the following meaning;

**HML:** means HML Limited - ABN: 32 617 865 960 and/or its nominee.

**Introducer:** as per parties noted above as “Introducer(s)”

**Referrer:** as per parties noted above as “Introducer(s)”

**Client(s):** means those parties, whether corporate, trusts or individuals, seeking finance who are introduced to the Supplier by the Introducer.

**Service Agreement:** means the form of Service Agreement “SA” outlining the HML’s standard terms of engagement, as amended from time to time.

**Service / Remuneration**

**Fee:**

means the applicable commission payable to the Introducer upon successful introduction as outlined in Schedule 1.

**Products &**

**Services:** means any Land and Home/Construction purchase opportunities being offered by HML, as amended from time to time, of which allocations have been provided to the Introducer for the purpose of this Agreement as outlined in Schedule 1).

## Confidential

**Information:** means all trade secrets, ideas, know-how, concepts, technologies and information whether provided in writing or otherwise relating in any way to the activities contemplated under this Agreement, and all other information relating to HML and its affairs or businesses, sales, marketing or promotional information, which is not in the public domain and includes any such information or any further information in HML’s power, possession or control concerning or belonging to any other person.

**Specified Purpose** means the purpose of the Introducer engaging HML in accordance with the provisions under this Agreement.



### APPOINTMENT:

HML hereby appoints the Introducer to use and to market HML’s Products and Services to its Clients in the manner as is agreed between the parties from time to time.

### SCOPE OF APPOINTMENT:

* + 1. The Introducer agrees to comply with all relevant regulator’s compliances and HML’s operational policies and provide HML with all requested Client information necessary to assess the Client’s ability to make use of HML’s Products & Services.
    2. The Introducer agrees to meet all necessary Government compliance regulations as applicable, and as such will not make any misleading or false loan offers to Client(s) on behalf of HML (or the HML’s Lender’s), or in any way misrepresent the status of any Products & Services.

### FEES:

* + 1. Provided that the Introducer is not in breach of this Agreement, bankrupt or in liquidation, receivership or administration, the Introducer’s share of agreed Service Fees will be paid to the Introducer in accordance with the Schedule 1. The Introducer is required by HML to have an ABN and to be registered for GST.
    2. Payment will be made by Direct Payment into the Introducer’s specified account in accordance with *clause 4 a*, (as noted above). The Introducer will provide to HML its Tax Invoice when any relevant investment Products & Services offer is settled at which time HML agrees to transfer any due payment to the Introducer by EFT within seven (7) days.
    3. HML and the Introducer may by notice in writing vary the any fee payments described in the

*Schedule 1* from time to time.

### CONFIDENTIALITY AND NON-CIRCUMVENTION:

* + 1. HML and the Introducer agree to maintain, both during and after the termination of this Agreement absolute confidentiality concerning;
       1. the terms of this Agreement,
       2. the details of any Client interaction with HML Products & Services,
       3. any HML related information which HML may have imparted to the Introducer during any interaction with HML Products & Services.
    2. The Introducer acknowledges that it may be given access to certain Confidential Information, including but not limited to HML service offering documentation, investment opportunities, company guidelines, R&D documentation, and information in relation to the activities and operations of HML, for the benefit of the Introducer and HML.



* + 1. In consideration of clause 7 a) (above), and the mutual promises contained under this Agreement, the Introducer, its associates, and employees, agree that they will keep and ensure to keep confidential all Confidential Information of HML unless or HML agrees that the Confidential Information is available in the public domain, and other than by any breach of this Agreement.
    2. The Introducer, for a period of at least thirty-six (36) months, will ensure that its associates do not:

1. disclose any of the Confidential Information of the Disclosing Party to any other person without the prior written consent of the Disclosing Party; or
2. use all or any of the Confidential Information of the Disclosing Party otherwise than for the Specified Purpose.
3. Approach directly any Lender(s) or Financier(s) introduced by the Supplier to provide finance for the Introducer’s clients.

### GENERAL PROVISIONS OF THIS AGREEMENT:

* + 1. The Introducer hereby acknowledges and agrees that the Introducer has no right to assign this Agreement without the written consent of HML which consent may at the sole and absolute discretion be withheld by HML and further agrees that this Agreement will remain in place for an initial term of thirty-six months (36) months from the time of execution.
    2. Either party may terminate this Agreement by giving to the other one (1) months’ notice in writing to that effect, but the provisions for Non-Convention and Confidentiality, as previously agreed to by the parties, shall remain in force for the balance of the term of the Agreement.
    3. The Introducer indemnifies and will hold HML harmless any claims made against HML in the event the Introducer breaches any provisions of this Agreement
    4. This Agreement is not exclusive in respect of the Introducer and HML and HML is free to appoint additional Introducers and the Introducer may subject to the written consent of HML appoint Sub- Introducers.
    5. In consideration of clauses 6 a), b) c) and d), (above), the Introducer acknowledges and accepts that if HML suffers financial loss and/or damages if the Confidential Information of HML was disclosed to any other person or used for any purpose other than the Specified Purpose, that monetary damages may be an insufficient remedy. The Introducer also acknowledges and accepts that in addition to any other remedy which may be available in law or equity, HML may be entitled to injunctive relief to prevent a breach of this Agreement and to compel specific performance of this Agreement. In this event the Introducer agrees to immediately reimburse HML for all costs and expenses (including legal costs and disbursements on a full indemnity basis) incurred in enforcing the rights of HML and the obligations of the Introducer under this Agreement.
    6. Nothing in this Agreement constitutes a binding partnership between the parties and neither party should hold itself out as having any authority for the other party.
    7. All intellectual property and confidential information remain the property of HML.
    8. This Agreement is governed in accordance with the laws of Queensland, Australia.
    9. Privacy Policy. The Introducer hereby acknowledges and agrees at all times to comply with the HML privacy policy as is displayed on the HML website and indemnifies HML for any loss or damage that may arise as a direct or indirect breach thereof.



# EXECUTION Page:

## Executed by HML: ACN 617 865 960

HML Limited – ACN

Level 14, 167 Eagle Street, Brisbane City, Qld. 4000

on behalf of its Directors

**Date:**

**Director Name & Signature:**

**In the presence of: Witness Name**

**Witness Signature:**

## Executed by The Introducer:

**ABN**

**A.C.N**

**Address:**

**Date:**

**In the presence of: Witness Name**

**Witness Signature:**



**SCHEDULE 1**

**As Agreed**

|  |  |
| --- | --- |
| Allocated Products & Services | Service / Remuneration Fees |
| 20 units of the HML Display Home package. Current Retail Value at AUD $1. 3 million each (Plus GST if Applicable)\* | **4 % Success Fee Applies**  **Success Fee: $ 52 000.00** (per each $ AUD $ 1.3 m Sale). |

*Additional Notes:*

*The allocated products & services pricing and documentation may be changed by HML at any time. HML agrees that it will ensure the Introducer is given access to the most updated information as soon as it is available.*

*This fee share arrangement is applicable where the Introducer simply refers the Client to HML, and thereafter, the Client partakes in HML Products & Services (i.e. Investment or Partnership).*