



This Consultancy Services Agreement (the "Agreement") is made and entered into on [Date], by and between:

Jaco Potgieter

ABN:

Registered Address: U79 299 Forbes Street Darlinghurst NSW 2010
("Consultant")

and

[Client Company Name]

ABN: [Insert ABN]

Registered Address: [Insert Address]
("Client")

1. Engagement and Scope of Services

1. 1.1 The Client engages the Consultant to provide the services described in Schedule 1 ("Services") and the Consultant agrees to provide the Services on the terms and conditions of this Agreement.
2. 1.2 The Consultant shall perform the Services with due care, skill, and diligence, and in accordance with all applicable laws.

2. Fees and Payment

3. 2.1 The Client shall pay the Consultant the fees as set out in Schedule 2.
4. 2.2 Invoices shall be issued weekly and are payable within 14 days of receipt.

3. Term and Termination

5. 3.1 This Agreement commences on the Commencement Date and continues until completion of the Services, unless terminated earlier under this clause.
6. 3.2 Either party may terminate this Agreement by giving [X] days' written notice.
7. 3.3 Either party may terminate immediately if the other party breaches a material obligation and fails to remedy it within [X] days.

4. Confidentiality

8. 4.1 Each party must maintain the confidentiality of all information disclosed during the course of this Agreement, except where disclosure is required by law.
9. 4.2 This obligation survives the termination of this Agreement.



5. Intellectual Property

10. 5.1 Unless otherwise agreed in writing, all intellectual property developed or created by the Consultant in the course of providing the Services shall be owned by the Client, subject to full payment.
11. 5.2 Pre-existing IP of the Consultant remains the Consultant's property.

6. Liability and Indemnity

12. 6.1 The Consultant's liability under this Agreement is limited to the total fees paid by the Client under this Agreement.
13. 6.2 The Consultant is not liable for any indirect or consequential losses.
14. 6.3 The Client indemnifies the Consultant against any third-party claims arising from use of deliverables, unless caused by the Consultant's negligence.

7. Independent Contractor

15. 7.1 The Consultant is engaged as an independent contractor and nothing in this Agreement constitutes a relationship of employment, partnership, or joint venture.
16. 7.2 The Consultant is responsible for all taxes and superannuation obligations related to their remuneration.

8. Dispute Resolution

17. 8.1 The parties agree to attempt to resolve any dispute arising under this Agreement through good-faith negotiation.
18. 8.2 If unresolved, either party may refer the matter to mediation before initiating court proceedings.

9. General Provisions

19. 9.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties.
20. 9.2 Amendment: Any amendment must be in writing and signed by both parties.
21. 9.3 Governing Law: This Agreement is governed by the laws of [insert State or Territory, e.g., New South Wales].



Schedule 1 – Services

Provide detailed description of the services (e.g., process design, financial transformation, team advisory, etc).



Schedule 2 – Fees

Outline payment structure: fixed fee, hourly rate, milestones, bonus clauses, or retainers.



Execution

Signed for and on behalf of

Name: Jaco Potgieter

Title: _____

Signature: _____

Date: _____

Signed for and on behalf of [Client Company Name]:

Name: _____

Title: _____

Signature: _____

Date: _____