



Appointment Terms

1. ("Vendor") appoints Mike Moore Marketing Limited (MMM) as its sole agent for the purpose of selling the insurance client portfolio owned by the Vendor. This appointment is to include carrying out an assessment of the value of the portfolio, marketing the portfolio and negotiating with potential purchasers.
2. In consideration of MMM endeavouring to effect a sale, the Vendor agrees that if a sale is effected whether by the Vendor, its principals or by any other person, at the agreed price or such other price as the Vendor agrees to accept, the Vendor shall pay MMM a commission calculated per the Schedule below upon the sale becoming unconditional, notwithstanding that it may be liable to pay any additional commission to a third party.
3. The Vendor authorises MMM to collect and hold in its solicitors trust account any deposit paid by a purchaser and to deduct the commission from that deposit upon a sale becoming unconditional.
4. This sole agency shall commence on the date of this appointment and continue for a minimum period of 90 days, and then until terminated in writing by either party. A party must give 30 days notice of its intention to terminate the agreement.
5. The Vendor agrees to update MMM with the information as and when any material changes occur during the term of this appointment.
6. The authority of the appropriate shareholders and directors (if any) of the Vendor has been obtained to make this appointment, and the Vendor agrees to the passing of information to any persons for the purpose of marketing the portfolio. The Vendor agrees that any information provided to MMM will to the best of its knowledge be true and accurate and that MMM will not be responsible for any error or omission in relation to this information. The Vendor indemnifies MMM against any loss or liability that MMM may incur as a result of distributing information provided by the Vendor.
7. The Vendor acknowledges that any information memorandum or other marketing material compiled by MMM for the purposes of marketing the portfolio will remain the property of MMM at the expiration of this appointment.
8. MMM acknowledges that it will receive confidential information throughout this appointment and it undertakes to hold in strict confidence all information disclosed in discussions, documents, and statements of account or otherwise in respect of the portfolio. Such information to be used only for the purpose for which it is collected.

Signed:

(Authorised signature for Vendor)

(Authorised signature for Mike Moore Marketing)

Date: _____

Date: _____

FEE SCHEDULE (Excl. GST)

Sale Price	Fee
\$ 0 - \$ 500,000	5.0 %
\$ 500,000 - \$ 750,000	3.0 %
\$ 750,000 +	2.5 %

Subject to a Minimum Fee of \$2,500 plus GST