PARTNERSHIP AGREEMENT

DATED
03 January 2013

BETWEEN
Peter Pikis
AS THE FIRST PARTNER

AND
Debtor Systems Pty Ltd
AS THE SECOND PARTNER

AND
Radiography Systems Pty Ltd
AS THE THIRD PARTNER
This Agreement (the “Agreement”) is entered into between:

1 Peter Pikis (ABN None) of 45 Cyprus Street, Greenacre, New South Wales, 2045, Australia (the “First Partner”)

2 Debtor Systems Pty Ltd (ABN 87 567 345 123) of 56 Telegraph Street, Randwick, New South Wales, 2045, Australia (the “Second Partner”)

3 Radiography Systems Pty Ltd (ABN 89 653 456 032) of 45 Burbong Street, Kingsford, New South Wales, 2032, Australia (the ”Third Partner”)

The Partners have agreed to establish a business of providing communication and marketing services to small businesses in the eastern suburbs of Sydney, which will be carried on by them in partnership.

The Partners agree that the partnership will be carried out in accordance with the terms and conditions set out in this agreement.

1 Definitions and Interpretation

1.1 Definitions

In this Agreement:

“Business Day” means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales.

“Party” means a party to this Agreement.

1.2 Interpretation

In this Agreement, unless expressed to the contrary:

(a) words in the singular include the plural and vice versa;

(b) headings are for convenience and do not affect the interpretation of this Agreement;

(c) any gender includes the other gender;

(d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure, as the case may be, of this Agreement;

(e) if any act which must be done under this Agreement is to be done on a day that is not a Business Day then the act must be done on or by the next Business Day;

(f) a reference to any legislation includes subordinate legislation and all amendments, consolidations or replacements from time to time;

(g) if a word or phrase is defined in this Agreement then any other grammatical form of the word or phrase shall have a corresponding meaning;
Partnership Agreement

2 Business of the Partnership

2.1 The partnership name will be Marketing Partners or such other name as agreed by the Parties from time to time. The partnership will be carried on under the partnership name.

2.2 The partnership will carry on a business of providing communication and marketing services to small businesses in the eastern suburbs of Sydney.

3 Financial matters

3.1 Unless otherwise agreed by the Parties, the Parties will contribute equally to the partnership capital at the commencement of the partnership and from time to time during the existence of the partnership.

3.2 Unless otherwise agreed by the Parties, the Parties will share equally the profits and losses of the partnership.

3.3 The Parties agree that they will keep and maintain proper books and accounts relating to the partnership, including but not limited to a schedule of all income and expenses of the partnership.

3.4 The Parties agree that on 30 June during each year of the partnership the Parties will cause to be prepared financial accounts, including but not limited to a balance sheet and profit and loss statement, for the partnership.

3.5 Unless otherwise agreed by the Parties, these financial accounts must be prepared and a copy provided to each Party within three months of the end the financial year in each year of the partnership.

3.6 The Parties will review the financial accounts and must give notice of any errors in the financial accounts within one month of receipt otherwise the financial accounts will be taken to be finalised and the Parties bound by them.
3.7 The Parties agree to divide any net profit of the partnership equally, or otherwise in accordance with any agreement of them, immediately upon finalisation of the financial accounts.

4 **Restrictions on Parties**

4.1 No Party may encumber, charge, mortgage or otherwise borrow money against their interest in the partnership or any partnership assets.

4.2 Unless otherwise agreed by the Parties, no Party may enter into any contract or other form of commitment for or on behalf of the partnership without the prior written consent of the other Party.

5 **Commencement, Termination and Cessation of Partnership**

5.1 The partnership will commence on a date to be agreed by the Parties or in the absence of agreement on the date of this Agreement.

5.2 The partnership will continue until one Party gives notice to the other Party that it intends to dissolve the partnership in accordance with the terms of this Agreement.

5.3 Either Party may give one month’s written notice to the other Party of an intention to dissolve the partnership. If such notice is given then the partnership will be dissolved from the date that is one month from the date of the notice, or otherwise as agreed by the Parties.

5.4 The Parties agree that the partnership is dissolved in the event of death or bankruptcy of any of the Parties.

6 **Costs and Expenses**

6.1 Each Party must pay its own costs and expenses (including legal costs and expenses) in relation to the negotiation, preparation and execution of this Agreement and any variation or replacement of this Agreement.

6.2 The Parties will share equally any duty, taxes, registration and other fees (including fines and penalties relating to the duty, taxes and fees) which are payable in relation to this Agreement and any transaction contemplated by it.

7 **Amendment**

7.1 This Agreement may only be amended by written agreement executed by all the Parties.

8 **Notices**

(a) **Form of notice**

A notice or other communication must be in writing in English and may be:

(i) delivered personally;
(ii) given by an agent of the sender;
(iii) left at a Party’s current delivery address for notices as set out in this Agreement;
(iv) sent by prepaid mail to a Party’s current postal address for notices as set out in this Agreement;
(v) sent by fax to a Party’s current fax number for notices as set out in this Agreement.
(b) Receipt of notice

A notice or communication is taken as having been given:

(i) when left at a Party’s current delivery address for notices; or

(ii) if mailed within Australia to an Australian address, on the third Business Day after posting; or

(iii) if mailed outside of Australia to an Australian postal address or within Australia to an address outside of Australia, on the tenth Business Day after posting; or

(iv) if sent by fax, when the sender receives a fax report from the recipient’s fax machine acknowledging receipt of the notice, unless the fax is received after 5pm in the place of receipt, in which case it is taken as having been given at 9am on the next day that is not a Saturday, Sunday or bank or public holiday in the place of receipt.

(c) Address for service

Peter Pikis
Delivery address: 45 Cyprus Street, Greenacre, New South Wales, 2045, Australia
Postal address: Same as Delivery Address
Fax: None
Attention: Mr Jones

Debtor Systems Pty Ltd
Delivery address: 56 Telegraph Street, Randwick, New South Wales, 2045, Australia
Postal address: Same as Delivery Address
Fax: None
Attention: Mr Smith

Radiography Systems Pty Ltd
Delivery address: 45 Burbong Street, Kingsford, New South Wales, 2032, Australia
Postal address: Same as Delivery Address
Fax: None
Attention: Mr Kelly

A Party may change its address for service of notices by written notice to the other Party.

9 Relationship of parties

9.1 This Agreement is not intended to create a joint venture or agency relationship between the Parties.
10 Assignment

10.1 This Agreement is personal to the Parties. A Party must not assign or deal with the whole or any part of its rights and/or obligations under this Agreement without the prior written consent of the other Parties (such consent not to be unreasonably withheld).

10.2 Any purported dealing in breach of this clause is of no effect.

11 Waiver or variation of rights

11.1 Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right.

11.2 A Party is not liable to any other Party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.

12 Powers, rights and remedies

12.1 Except as expressly stated to the contrary in this Agreement, the powers, rights and/or remedies of a Party under this Agreement are cumulative and are in addition to any other powers, rights and remedies of that Party. Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any power, right, or remedy that a Party may have at any time against the other Party to this Agreement or any other person.

13 Consents and approvals

13.1 Where this Agreement provides that a Party may conditionally or unconditionally give or withhold any consent or approval in relation to any matter in this Agreement, that Party may in its absolute discretion, and without being obliged to give reasons for doing so, withhold any consent or approval or give consent or approval conditionally or unconditionally.

14 Further assurance

14.1 Each Party must from time to time and in a timely manner do all things reasonably required of it by another Party to give effect to this Agreement.

15 Counterparts

15.1 This Agreement may be executed in any number of counterparts and, if so, the counterparts taken together will constitute one and the same Agreement.

15.2 The date of this Agreement will be the date that it is executed by the last Party.

16 Entire agreement and understanding

16.1 In respect of the subject matter of this Agreement:

(a) this Agreement contains the entire understanding between the Parties;

(b) all previous oral and written communications, representations, warranties or commitments are superseded by this Agreement and do not affect the interpretation or meaning of this Agreement;
(c) each of the Parties has relied entirely on its own enquiries before entering into this Agreement.

17 Governing law and jurisdiction

17.1 This Agreement is governed by the laws of New South Wales.

17.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.
SIGNING PAGE
Executed as a Deed.

Signed sealed and delivered by Peter Pikis (ABN None) in the presence of:

......................................................
Signature

......................................................
Signature of Witness

......................................................
Name of Witness

Executed for and on behalf of Debtor Systems Pty Ltd (ABN 87 567 345 123) in accordance with section 127(1) of the Corporations Act 2001 (Cth):

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Signature of Director/Secretary

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Name of Director/Secretary

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Signature of Director

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Name of Director

Executed for and on behalf of Radiography Systems Pty Ltd (ABN 89 653 456 032) in accordance with section 127(1) of the Corporations Act 2001 (Cth):

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Signature of Sole Director/Secretary

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Name of Sole Director/Secretary