

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 18, 2016

PROPANC HEALTH GROUP CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	000-54878	33-0662986
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

302, 6 Butler Street
Camberwell, VIC, 3124 Australia

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **61 03 9882 6723**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into Material Definitive Agreement

Regal Consulting Agreement

On November 18, 2016, Propanc Health Group Corporation, a Delaware corporation (the “Company”), entered into a Consulting Agreement (the “Agreement”) with Regal Consulting, a Delaware limited liability company (the “Consultant”) pursuant to which, the Consultant agreed to provide certain consulting and business advisory services in exchange for two \$250,000 junior subordinated convertible notes (the “Notes”). The Notes each accrue interest at a rate of 10% per annum and are convertible into shares of common stock, \$0.001 par value per share (the “Common Stock”) of the Company at the lesser of \$0.01 or 65% of the three lowest trades in the ten trading days prior to the conversion. The first Note is fully earned upon signing the Agreement and matures two years from such date. The second Note, unless earlier terminated, is fully earned ninety days after the effective date of the Agreement and matures two years from such date. Upon an event of default, principal and accrued interest become immediately due and payable under the Notes. Additionally, upon an event of default both Notes accrue interest at a default interest rate of 18% per annum or the highest rate of interest permitted by law.

The foregoing descriptions of the Agreement and the Notes are qualified in their entirety by reference to the provisions of the Agreement and the Notes attached hereto as exhibits.

Item 3.02 Unregistered Sales of Equity Securities

The disclosure under Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 3.02 by reference.

In connection with the issuances to Regal Consulting disclosed above, the Company claimed an exemption from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), pursuant to the exemption for transactions by an issuer not involving any public offering under Section 4(a)(2) of the Securities Act. The Company made this determination based on representations of the acquiror that it was acquiring the securities for its own account with no intent to distribute the securities. No general solicitation or general advertising were used in connection with these issuances.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
4.1	10% Per Annum, \$250,000 Junior Subordinated Convertible Note (Note #1) issued to Regal Consulting
4.2	10% Per Annum, \$250,000 Junior Subordinated Convertible Note (Note #2) issued to Regal Consulting
10.1	Consulting Agreement dated as of November 18, 2016 between Propanc Health Group Corporation and Regal Consulting

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: November 22, 2016

PROPANC HEALTH GROUP CORPORATION

By: /s/ James Nathanielsz

James Nathanielsz
President and Chief Executive Officer

10% PER ANNUM, \$250,000 JUNIOR SUBORDINATED CONVERTIBLE NOTE
Note #1

FOR VALUE RECEIVED, Propanc Health Group Corporation, a Delaware corporation (the "Maker" of this security) with at least 100,000,000 common shares issued and outstanding, issues this security and promises to pay to Regal Consulting, a limited liability company organized under the laws of the state of Delaware, or its Assignees (the "Holder"), the Principal Sum along with the interest and any other fees according to the terms herein. This Note will become effective upon execution by both parties (the "Effective Date").

The "Principal Sum" is \$250,000 (Two Hundred and Fifty Thousand Dollars). The note shall bear simple interest of 10% per year accruing from the Effective Date.

The Holder, for itself and its successors and assigns, agrees that this Note, and the payment of amounts due hereunder, are junior to and subordinate in all respects to the existing debt of the Company pursuant to that certain 5% Original Issue Discount Senior Secured Convertible Debenture with an original issue date of October 28, 2015 (the "2015 Debenture"), and the 5% Original Issue Discount Senior Secured Convertible Debenture with an original issue date of September 13, 2016 (the "2016 Debenture"), in each case issued by the Company to Delafield Investments Limited ("Delafield"), as amended, modified, supplemented, restated, refinanced or replaced from time to time. Notwithstanding anything to contrary in the Consulting Agreement or this Note, no payment pursuant to this Note will occur until such time as the 2015 and Debenture and 2016 Debenture have been fully repaid. Any delay in the payment hereunder as a result of this subordination will not trigger any right to rescind, penalty or event of default hereunder.

MATURITY:

The Maturity Date is two years from the Effective Date (the "Maturity Date") and is the date upon which the Principal Sum of this Note, as well as any unpaid interest and other fees, shall be due and payable.

CONVERSION:

The Conversion Price shall be the lesser of \$0.01 or 65% of the three lowest trades in the 10 trading days prior to the conversion (the "Conversion Price");

Unless otherwise agreed in writing by both parties, at no time will the Holder convert any amount of the Note into common stock that would result in the Holder owning more than 4.99% of the Maker's common stock outstanding;

The Maker may not make payments on this Note prior to the Maturity Date without written approval from the Holder;

The Holder has the right, at any time six months after the Effective Date, at its election, to convert all or part of the outstanding and unpaid Principal Sum and accrued interest into shares of fully paid and non-assessable shares of common stock of the Maker as per this conversion formula: Number of shares receivable upon conversion equals the amount of the then outstanding and unpaid Principal Sum plus accrued and unpaid interest divided by the Conversion Price;

Conversion notices are to be delivered to the Maker and Transfer Agent by method of the Holder's choice (including but not limited to email, facsimile, mail, overnight courier, or personal delivery), and all conversions shall be cashless and not require further payment from the Holder. The Maker shall have been thereafter deemed to have irrevocably confirmed and irrevocably ratified such notice of conversion and waived any objection thereto.

The Maker shall deliver the shares from any conversion to the Holder (in any name directed by the Holder) within 3 (three) business days of conversion notice delivery.

If the Maker fails to deliver shares in accordance with the timeframe stated above, the Holder, at any time prior to selling all of those shares, may rescind any portion, in whole or in part, of that particular conversion attributable to the unsold shares and have the rescinded conversion amount returned to the Principal Sum with the rescinded conversion shares returned to the Maker (under the Holder's and the Maker's expectations that any returned conversion amounts will tack back to the original date of the Note). In addition, for each conversion, in the event that shares are not delivered by the fourth business day (inclusive of the day of conversion), and the delay solely and directly results in Holder receiving a lower sales price for such converted shares that were subject to the delay and were immediately sold by Holder, then, in such event, Maker will pay Holder for the difference between the highest trading price as of the third business day after delivery of the conversion notice and the selling price of such shares.

RESERVATION OF SHARES: At all times during which this Note is convertible, the Maker will reserve from its authorized and unissued Common Stock to provide for the issuance of Common Stock upon the full conversion of this Note. The Maker will at all times reserve at least 100,000,000 shares of Common Stock for conversion.

DEFAULT: The following are events of default under this Note: (i) the Maker shall fail to pay any principal under the Note when due and payable (or payable by conversion) thereunder; or (ii) the Maker shall fail to pay any interest or any other amount under the Note when due and payable (or payable by conversion) thereunder; or (iii) a receiver, trustee or other similar official shall be appointed over the Maker or a material part of its assets and such appointment shall remain uncontested for twenty (20) days or shall not be dismissed or discharged within sixty (60) days; or (iv) the Maker shall become insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; or (v) the Maker shall make a general assignment for the benefit of creditors; or (vi) the Maker shall file a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); or (vii) an involuntary proceeding with respect to a bankruptcy or similar event shall be commenced or filed against the Maker.

REMEDIES: In the event of any default, the outstanding Principal Sum of this Note, plus accrued but unpaid interest, fees and other amounts owing, in respect thereof through the date of acceleration, shall become, at the Holder's election, immediately due and payable in cash at the Mandatory Default Amount. The Mandatory Default Amount means the outstanding Principal Sum of this Note, plus all accrued and unpaid interest, fees and other amounts hereon, divided by the Conversion Price on the date the Mandatory Default Amount is either demanded or paid in full, whichever has a lower Conversion Price, multiplied by the volume weighted average price (the "VWAP") on the date the Mandatory Default Amount is either demanded or paid in full, whichever has a higher VWAP. Commencing five (5) days after the occurrence of any event of default that results in the eventual acceleration of this Note, the interest rate on this Note shall accrue at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted under applicable law. In connection with such acceleration described herein, the Holder need not provide, and the Maker hereby waives, any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of the note until such time, if any, as the Holder receives full payment pursuant hereto. No such rescission or annulment shall affect any subsequent event of default or impair any right consequent thereon. Nothing herein shall limit the Holder's right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Maker's failure to timely deliver certificates representing shares of Common Stock upon conversion of the Note as required pursuant to the terms hereof.

NO SHORTING: The Holder agrees that so long as this Note from the Maker to the Holder remains outstanding, the Holder will not enter into or effect "short sales" of the Common Stock or hedging transaction which establishes a net short position with respect to the Common Stock of the Maker. The Maker acknowledges and agrees that upon delivery of a conversion notice by the Holder, the Holder immediately owns the shares of Common Stock described in the conversion notice and any sale of those shares issuable under such conversion notice would not be considered short sales.

ASSIGNABILITY: The Maker may not assign this Note. This Note will be binding upon the Maker and its successors and will inure to the benefit of the Holder and its successors and assigns and may be assigned by the Holder to anyone without the Maker's approval.

GOVERNING LAW. This Note will be governed by, and construed and enforced in accordance with, the laws of the state of New York, without regard to the conflict of laws principles thereof. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state of New York. Both parties and the individuals signing this Agreement agree to submit to the jurisdiction of such courts.

DELIVERY OF PROCESS BY THE MAKER TO THE HOLDER: In the event of any action or proceeding by the HOLDER against the MAKER, and only by the HOLDER against the MAKER, service of copies of summons and/or complaint and/or any other process which may be served in any such action or proceeding may be made by the Holder via U.S. Mail, overnight delivery service such as FedEx or UPS, email, fax, or process server, or by mailing or otherwise delivering a copy of such process to the MAKER at its last known attorney as set forth in its most recent SEC filing.

ATTORNEY FEES: If any attorney is employed by either party with regard to any legal or equitable action, arbitration or other proceeding brought by such party for enforcement of this Note or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Note, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which the prevailing party may be entitled.

OPINION OF COUNSEL: In the event that an opinion of counsel is needed for any matter related to this Note, the Holder has the right to have any such opinion provided by Maker's counsel at the cost of the Maker.

NOTICES: Any notice required or permitted hereunder (including Conversion Notices) must be in writing and either personally served, sent by facsimile or email transmission, or sent by overnight courier. Notices will be deemed effectively delivered at the time of transmission if by facsimile or email, and if by overnight courier the business day after such notice is deposited with the courier service for delivery, all costs prepaid.

MAKER:

Signature: _____

Name: _____

Date: _____

Company & Position: _____

HOLDER:

Signature: _____

Name: _____

Date: _____

Company & Position: _____

10% PER ANNUM, \$250,000 JUNIOR SUBORDINATED CONVERTIBLE NOTE
Note #2

FOR VALUE RECEIVED, Propanc Health Group Corporation, a Delaware corporation (the "Maker" of this security) with at least 100,000,000 common shares issued and outstanding, issues this security and promises to pay to Regal Consulting, a limited liability company organized under the laws of the state of Delaware, or its Assignees (the "Holder"), the Principal Sum along with the interest and any other fees according to the terms herein. This Note will become effective ninety (90) days following execution by both parties (the "Effective Date"). If the Consulting Agreement between the Maker and the Holder dated as of November 18th, 2016 is terminated at any time prior to the Effective Date, then this Note will be immediately cancelled and of no further effect.

The "Principal Sum" is \$250,000 (Two Hundred and Fifty Thousand Dollars) plus accrued and unpaid interest and any other fees. The note shall bear simple interest of 10% per year accruing from the Effective Date.

The Holder, for itself and its successors and assigns, agrees that this Note, and the payment of amounts due hereunder, are junior to and subordinate in all respects to the existing debt of the Company pursuant to that certain 5% Original Issue Discount Senior Secured Convertible Debenture with an original issue date of October 28, 2015 (the "2015 Debenture"), and the 5% Original Issue Discount Senior Secured Convertible Debenture with an original issue date of September 13, 2016 (the "2016 Debenture"), in each case issued by the Company to Delafield Investments Limited ("Delafield"), as amended, modified, supplemented, restated, refinanced or replaced from time to time. Notwithstanding anything to contrary in the Consulting Agreement or this Note, no payment pursuant to this Note will occur until such time as the 2015 and Debenture and 2016 Debenture have been fully repaid. Any delay in the payment hereunder as a result of this subordination will not trigger any right to rescind, penalty or event of default hereunder.

MATURITY:

The Maturity Date is two years from the Effective Date (the "Maturity Date") and is the date upon which the Principal Sum of this Note, as well as any unpaid interest and other fees, shall be due and payable.

CONVERSION:

The Conversion Price shall be the lesser of \$0.01 or 65% of the three lowest trades in the 10 trading days prior to the conversion (the "Conversion Price");

Unless otherwise agreed in writing by both parties, at no time will the Holder convert any amount of the Note into common stock that would result in the Holder owning more than 4.99% of the Maker's common stock outstanding;

The Maker may not make payments on this Note prior to the Maturity Date without written approval from the Holder;

The Holder has the right, at any time six months after the Effective Date, at its election, to convert all or part of the outstanding and unpaid Principal Sum and accrued interest into shares of fully paid and non-assessable shares of common stock of the Maker as per this conversion formula: Number of shares receivable upon conversion equals the amount of the then outstanding and unpaid Principal Sum plus accrued and unpaid interest divided by the Conversion Price;

Conversion notices are to be delivered to the Maker and Transfer Agent by method of the Holder's choice (including but not limited to email, facsimile, mail, overnight courier, or personal delivery), and all conversions shall be cashless and not require further payment from the Holder. The Maker shall have been thereafter deemed to have irrevocably confirmed and irrevocably ratified such notice of conversion and waived any objection thereto.

The Maker shall deliver the shares from any conversion to the Holder (in any name directed by the Holder) within 3 (three) business days of conversion notice delivery.

If the Maker fails to deliver shares in accordance with the timeframe stated above, the Holder, at any time prior to selling all of those shares, may rescind any portion, in whole or in part, of that particular conversion attributable to the unsold shares and have the rescinded conversion amount returned to the Principal Sum with the rescinded conversion shares returned to the Maker (under the Holder's and the Maker's expectations that any returned conversion amounts will tack back to the original date of the Note). In addition, for each conversion, in the event that shares are not delivered by the fourth business day (inclusive of the day of conversion), and the delay solely and directly results in Holder receiving a lower sales price for such converted shares that were subject to the delay and were immediately sold by Holder, then, in such event, Maker will pay Holder for the difference between the highest trading price as of the third business day after delivery of the conversion notice and the selling price of such shares.

RESERVATION OF SHARES: At all times during which this Note is convertible, the Maker will reserve from its authorized and unissued Common Stock to provide for the issuance of Common Stock upon the full conversion of this Note. The Maker will at all times reserve at least 100,000,000 shares of Common Stock for conversion.

DEFAULT: The following are events of default under this Note: (i) the Maker shall fail to pay any principal under the Note when due and payable (or payable by conversion) thereunder; or (ii) the Maker shall fail to pay any interest or any other amount under the Note when due and payable (or payable by conversion) thereunder; or (iii) a receiver, trustee or other similar official shall be appointed over the Maker or a material part of its assets and such appointment shall remain uncontested for twenty (20) days or shall not be dismissed or discharged within sixty (60) days; or (iv) the Maker shall become insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; or (v) the Maker shall make a general assignment for the benefit of creditors; or (vi) the Maker shall file a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); or (vii) an involuntary proceeding with respect to a bankruptcy or similar event shall be commenced or filed against the Maker.

REMEDIES: In the event of any default, the outstanding Principal Sum of this Note, plus accrued but unpaid interest, fees and other amounts owing, in respect thereof through the date of acceleration, shall become, at the Holder's election, immediately due and payable in cash at the Mandatory Default Amount. The Mandatory Default Amount means the outstanding Principal Sum of this Note, plus all accrued and unpaid interest, fees and other amounts hereon, divided by the Conversion Price on the date the Mandatory Default Amount is either demanded or paid in full, whichever has a lower Conversion Price, multiplied by the volume weighted average price (the "VWAP") on the date the Mandatory Default Amount is either demanded or paid in full, whichever has a higher VWAP. Commencing five (5) days after the occurrence of any event of default that results in the eventual acceleration of this Note, the interest rate on this Note shall accrue at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted under applicable law. In connection with such acceleration described herein, the Holder need not provide, and the Maker hereby waives, any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of the note until such time, if any, as the Holder receives full payment pursuant hereto. No such rescission or annulment shall affect any subsequent event of default or impair any right consequent thereon. Nothing herein shall limit the Holder's right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Maker's failure to timely deliver certificates representing shares of Common Stock upon conversion of the Note as required pursuant to the terms hereof.

NO SHORTING: The Holder agrees that so long as this Note from the Maker to the Holder remains outstanding, the Holder will not enter into or effect "short sales" of the Common Stock or hedging transaction which establishes a net short position with respect to the Common Stock of the Maker. The Maker acknowledges and agrees that upon delivery of a conversion notice by the Holder, the Holder immediately owns the shares of Common Stock described in the conversion notice and any sale of those shares issuable under such conversion notice would not be considered short sales.

ASSIGNABILITY: The Maker may not assign this Note. This Note will be binding upon the Maker and its successors and will inure to the benefit of the Holder and its successors and assigns and may be assigned by the Holder to anyone without the Maker's approval.

GOVERNING LAW. This Note will be governed by, and construed and enforced in accordance with, the laws of the state of New York, without regard to the conflict of laws principles thereof. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state of New York. Both parties and the individuals signing this Agreement agree to submit to the jurisdiction of such courts.

DELIVERY OF PROCESS BY THE MAKER TO THE HOLDER: In the event of any action or proceeding by the HOLDER against the MAKER, and only by the HOLDER against the MAKER, service of copies of summons and/or complaint and/or any other process which may be served in any such action or proceeding may be made by the Holder via U.S. Mail, overnight delivery service such as FedEx or UPS, email, fax, or process server, or by mailing or otherwise delivering a copy of such process to the MAKER at its last known attorney as set forth in its most recent SEC filing.

ATTORNEY FEES: If any attorney is employed by either party with regard to any legal or equitable action, arbitration or other proceeding brought by such party for enforcement of this Note or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Note, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which the prevailing party may be entitled.

OPINION OF COUNSEL: In the event that an opinion of counsel is needed for any matter related to this Note, the Holder has the right to have any such opinion provided by Maker's counsel at the cost of the Maker.

NOTICES: Any notice required or permitted hereunder (including Conversion Notices) must be in writing and either personally served, sent by facsimile or email transmission, or sent by overnight courier. Notices will be deemed effectively delivered at the time of transmission if by facsimile or email, and if by overnight courier the business day after such notice is deposited with the courier service for delivery, all costs prepaid.

MAKER:

Signature: _____

Name: _____

Date: _____

Company & Position: _____

HOLDER:

Signature: _____

Name: _____

Date: _____

Company & Position: _____

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into the 18th day of November 2016 (the "Effective Date")

Between:

Regal Consulting, a limited liability company organized under the laws of the state of Delaware (the "Consultant"), and Propanc Health Group Corporation, a corporation organized under the laws of the State of Delaware ("Client").

WHEREAS, Consultant is in the business of providing services for management consulting and strategic business advisory services; and NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONSULTING SERVICES. In consideration of this Agreement and services rendered to the Client, the Consultant shall receive the compensation set forth in this Agreement. It is acknowledged and agreed by the Client that Consultant carries no professional licenses, is not rendering legal advice or performing accounting services, is not acting as an investment advisor or broker/dealer within the meaning of the applicable state and federal securities laws and is not effecting securities transactions for or on account of the Client. The services of Consultant shall not be exclusive. Consultant shall be required to render a minimum of 20 hours to the Client or its projects, however, Consultant shall not be required to assign specific personnel to such matters.

Services include:

- Management interviews: Three of the Client's Management or Scientific Advisory Board members, chosen by Client, will be interviewed and recorded. These interviews will be used to continue to educate the public about the Client and its opportunities.
 - Direct mail piece to shareholders: Shareholders will be mailed a letter, at Consultant's expense, asking them to call in and discuss the Client. During the call, investors will be updated on the company's recent press releases.
 - Follow up phone support with shareholders: Continued discussions with the current shareholder base about the Client, and any new developments. Database will be created for the Client in regards to the Client's own Nobo list.
 - News articles on the Client: Consultant will draft professionally written articles about the Client or mentions of the Client that will be distributed through a network of hundreds of websites. Consultant will provide a minimum of three articles or mentions per month.
 - Informational Website. Consultant, through its articles and other communications, will create and drive web traffic to an informational website about the Client's company, its mission, products/services, corporate story and opportunities. The purpose is to place Client in the most favorable light to the small cap investing public by succinctly describing Client's potentials and opportunities. Consultant targets 5,000 PPC views, at Consultant's cost, to Client's custom created informational website developed by Consultant.
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2. INDEPENDENT CONTRACTOR; NO AGENCY. The Consultant agrees to perform its consulting duties hereto as an independent contractor. No agency, employment, partnership or joint venture shall be created by this Agreement. Consultant shall have no authority as an agent of the Client or to otherwise bind the Client to any agreement, commitment, obligation, contract, instrument, undertaking, arrangement, certificate or other matter. The Client shall not make social security, worker's compensation or unemployment insurance payments on behalf of Consultant. The Consultant shall have no authority to legally bind the Client to any agreement, contract, obligation or otherwise.

3. NO GUARANTEE. The parties hereto acknowledge and agree that Consultant cannot guarantee the results or effectiveness of any of the services rendered or to be rendered by Consultant. Rather, Consultant shall conduct its operations and provide its services in a professional manner and in accordance with good industry practice. Consultant will use its best efforts and does not promise results.

4. COMPENSATION; TERM AND TERMINATION. This Agreement has a six-month term commencing on the Effective Date:

(a) Client shall pay Consultant for its services hereunder as follows:

Client shall issue to Consultant two **\$250,000, 24 month, 10% coupon, Convertible Junior Subordinated Promissory Notes** upon execution of this Agreement in the forms annexed hereto as Exhibit A. The first promissory note is considered fully earned upon signing of this Agreement by both parties hereto. The second note is considered fully earned ninety (90) days after the Effective Date unless this Agreement is terminated prior thereto as further described below.

(b) Client shall have the right to terminate this Agreement at any time upon 15 days prior written notice to Consultant. If such termination occurs within ninety (90) days of the Effective Date, then the second note will be immediately cancelled and of no further effect.

(c) Client agrees to file a current report on Form 8-K with the Securities and Exchange Commission (i) on or before the date that is three business days from the issuance of the first note describing the terms of this Agreement and the terms of the first note and (ii) on or before the date that is three business days from the date the second note is considered fully earned (unless such note is earlier terminated) describing the terms of the second note.

5. CONFIDENTIALITY. The Consultant recognizes and acknowledges that it has and will have access to certain confidential information of the Client and its affiliates that are valuable, special and unique assets and property of the Client and such affiliates (the "Confidential Information"). Confidential Information shall not be deemed to include information (a) in the public domain, (b) available to the Consultant outside of its service to the Client other than from a person or entity known to Consultant to have breached a confidentiality obligation to the Client, (c) independently developed by Consultant without reference to the Confidential Information, or (d) known or available to Consultant as of the Effective Date. The Consultant will not, during the term of this Agreement and for a period of three months after the termination of the Agreement, without the prior written consent or authorization of the Client, disclose any Confidential Information to any person, for any reason or purpose whatsoever. In this regard, the Client agrees that such authorization or consent to disclose may be conditioned upon the disclosure being made pursuant to a secrecy agreement, protective order, provision of statute, rule, regulation or procedure under which the confidentiality of the information is maintained in the hands of the person to whom the information is to be disclosed or in compliance with the terms of a judicial order or administrative process.

6. CERTAIN REPRESENTATIONS OF CONSULTANT. The Consultant represents and warrants to the Client that the Consultant is an "accredited investor" within the meaning of Rule 501 under the Securities Act of 1933, as amended (the "Securities Act"). Consultant covenants and agrees that it and its affiliates will not sell, assign or otherwise transfer any shares of common stock received from the Client as consideration hereunder except in compliance with the registration requirements of the Securities Act and state securities laws or an appropriate exemption from such requirements. Consultant further represents and warrants that the Consultant has significant experience in advising and transacting business with companies and understands the risks associated therewith as well as understanding the risks associated with holding restricted securities.

7. WORK PRODUCT. It is agreed that all information and materials produced for the Client shall be deemed "work made for hire" and the property of the Client.

8. NOTICES. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 6:30 p.m. (San Diego, CA. time) on a Business Day with a simultaneous email, (ii) the Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Agreement later than 6:30 p.m. (San Diego, CA. time) on any date and earlier than 11:59 p.m. (San Diego, CA. time) on such date with a simultaneous email, (iii) the Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, postage prepaid, or (iv) upon actual receipt by the party to whom such notice is required to be given as follows:

To the Client:

Fax Number:

Email: j.nathanielsz@propanc.com

To the Consultant:

Fax Number: 1 (702)-994-9714

Email:

9. WAIVER OF BREACH. Any waiver by either party or a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by any party.

10. ASSIGNMENT. This Agreement and the right and obligations of the Consultant hereunder shall not be assignable without the prior written consent of the Client.

11. GOVERNING LAW. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the state of New York, without regard to the principles of conflicts of law thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Monroe County, State of New York, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery). Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. If either party shall commence an action or proceeding to enforce any provisions of the documents contemplated herein, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

12. SEVERABILITY. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

13. ENTIRE AGREEMENT. This Agreement constitutes and embodies the entire understanding and agreement of the parties and supersedes and replaces all other or prior understandings, agreements and negotiations between the parties.

14. WAIVER AND MODIFICATION. Any waiver, alteration, or modification of any of the provisions of this Agreement shall be valid only if made in writing and signed by the parties hereto. Each party hereto, may waive any of its rights hereunder without affecting a waiver with respect to any subsequent occurrences or transactions hereof.

15. COUNTERPARTS AND FACSIMILE SIGNATURE. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile copies shall constitute enforceable original documents.

16. FORCE MAJEURE. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any war, terrorist act, insurrection, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party. The Client may terminate, at its option, the whole or any part of this Agreement if such situation continues for more than thirty (30) days.

17. CONFLICT. In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.

18. FURTHER ASSURANCES. Each party will execute and deliver such further agreements, documents and instruments and take such further action as may be reasonably requested by the other party to carry out the provisions and purposes of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, effective as of the date set forth above.

CONSULTANT:

Signature: _____

Name: _____

Date: _____

Company & Position: _____

CLIENT:

Signature: _____

Name: James Nathanielsz

Date: _____

Company & Position: Propanc Health Group Corporation
Chief Executive Officer
