



Agent management agreement

Australia & New Zealand

(February 2025)

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Agent Management Agreement

Parties

BBT Name: Blackbox Tech Pty Ltd ACN 664 919 975 (**BBT**)

Address: Level 2, 116 Roe Street, Northbridge WA 6003

Attention: Wayne Primrose

Email: wayne@blackboxtech.com.au

Manager Name: Agency Management (Australia) Pty Ltd ACN 682 550 670 (**Manager**)

Address: Level 2, 116 Roe Street, Northbridge WA 6003

Attention: Wayne Primrose

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Introduction

- A. BBT owns and operates the Business, and it seeks to engage an independent contractor to grow and manage BBT's team of marketing and sales agents by providing the Services.
- B. The Manager possesses the expertise and networks to identify, train and support marketing and sales agents and agrees to provide the Services on the terms of this agreement.

Operative part

The parties agree as follows:

1. Definitions and interpretation

1.1 Definitions

In this agreement, unless the context requires otherwise:

- (a) **Advertiser Console** means the information management tool on the Websites available to Advertisers that have Signed Up and which visually displays an Advertiser's account details and enables them to post Profiles and other advertising information on the Websites;
- (b) **Advertisers** means Massage Centres and Private Escorts;

- (c) **Advertising Services** means all the services provided by BBT on the Websites via the Advertiser Console which enables an Advertiser to post a Profile;
- (d) **Agent Console** means the information management tool on the Websites available to an Approved Agent and the Manager which enables them to access various applications and to manage the Advertisers the Approved Agent has Signed Up;
- (e) **Approved Agent** means a person who BBT has engaged to provide Marketing Services and who BBT has engaged as a result of the Manager introducing them to BBT under this agreement;
- (f) **Approved Agent Territory** means an area within the Designated Area which BBT designates as being non-exclusive to an Approved Agent for the purposes of their delivery of Marketing Services and calculation of Fees;
- (g) **Business** means BBT's business of providing Private Escorts and Massage Centres a directory to advertise their services via its Platform and other business support services;
- (h) **Business Day** means a day that is not a Saturday, a Sunday, a public holiday or a bank holiday in Western Australia;
- (i) **Commencement Date** means the date set out in Item 1 of Schedule 1;
- (j) **Concierge Services** means any other business service provided by BBT;
- (k) **Confidential Information** has the meaning given to it in clause 10.1;
- (l) **Designated Area** means the area described in Item 4 of Schedule 1;
- (m) **Escort Agency** means a business which facilitates or arranges the provision of sexual services to persons at premises made available by the said agency;
- (n) **Fees** mean the fees calculated pursuant to Item 3 of Schedule 1 and payable pursuant to clause 7.1;
- (o) **GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (p) **GST Law** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (q) **Guidelines** means the guidelines published by BBT from time to time in respect of the activities and procedures to be undertaken by each of the Manager and Approved Agent;
- (r) **Manager Console** means the information management tool on the Websites available to the Manager which enables the Manager to access various applications and reports required to manage Approved Agents and Advertisers;

- (s) **Marketing Services** means the services of marketing and promoting the Business to Advertisers and to facilitate them to Sign Up;
- (t) **Massage Centre** means a person who owns and operates a massage centre business within the Designated Area;
- (u) **Platform** means the digital platform comprised of the Websites, Advertiser Console, Agent Console and Manager Console;
- (v) **Private Escort** means a person who works as a private escort and offers companionship or time to other people and who does not work for an Escort Agency;
- (w) **Profile** means the collective information about an Advertiser posted on the Websites;
- (x) **Services** means the services of identifying appropriate persons to market and promote the Business to Advertisers, introducing them to BBT and training and supporting those persons who BBT appoints as its Approved Agents;
- (y) **Sign Up** occurs when an Advertiser enters a legally binding agreement with BBT for the supply of advertising services on the Platform or any other goods and services from the Business and **Signing Up** and **Signed Up** have a corresponding meaning;
- (z) **Term** means the period of time specified in Item 2 of Schedule 1, commencing on the Commencement Date and ending on the earlier of the end of that period or the date that this agreement is terminated;
- (aa) **Revenue** means the revenue received by BBT from an Advertiser as a result of the Advertiser Signing Up and includes Fees paid to BBT; and
- (bb) **Websites** means the websites www.escorts4u.com.au, www.e4u.com.au, www.escorts4u.au and www.e4u.au and any sub-domains operating under the universal resource locator.

1.2 Interpretation

In this agreement, unless the context requires otherwise:

- (a) a reference to:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a person includes a body corporate;
 - (iii) a party includes the party's executors, administrators, successors and permitted assigns;
 - (iv) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:

- (A) that Statutory Provision as amended or re-enacted;
 - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (C) another regulation or other statutory instrument made or issued under that Statutory Provision; and
- (v) money is to Australian dollars, unless otherwise defined;
- (b) “including” and similar expressions are not words of limitation;
 - (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
 - (d) headings and any table of contents or index are for convenience only and do not form part of this agreement or affect its interpretation;
 - (e) a provision of this agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the agreement or the inclusion of the provision in the agreement; and
 - (f) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

2. Engagement

2.1 Engagement

BBT engages the Manager to provide the Services exclusively within the Designated Area, subject to the terms and conditions in this agreement, and the Manager accepts the engagement.

2.2 Relationship between the parties

- (a) The relationship between BBT and the Manager is that of a principal and an independent contractor.
- (b) Nothing in this agreement constitutes the relationship of partnership, franchisor and franchisee or employer and employee between BBT and the Manager.

2.3 Term

- (a) The Manager is appointed to provide the Services for the Term as BBT's contractor subject to clause 3.2.
- (b) Upon expiry or termination of this agreement, BBT may engage any other party to provide the Services as an independent contractor, subject to clause 2.3(c).

- (c) If BBT seeks to engage another party to provide the Services under clause 2.3(b), it must first offer to engage the Manager unless:
- (i) this agreement was terminated due to the Manager's breach of it;
 - (ii) the Manager had committed breaches of the agreement which subsisted and remained unrectified at the end of the Term; or
 - (iii) the Manager fails to comply with breach notices issued under clause 9.2(a) within the time frames stipulated in the notices on at least 3 separate occasions.

3. Training

3.1 Training requirements

- (a) During the Term, the Manager must undertake and complete within prescribed time frames any training relating to the provision of Services, management of Approved Agents, provision of Marketing Services, procedures for the Sign Up of Advertisers, use of the Platform, and relevant industry knowledge which BBT may require the Manager to complete from time to time and may include in-person training with Massage Centres (**Required Training**); and
- (b) BBT will be responsible for conducting all Required Training and will provide relevant training materials as soon as reasonably practicable.

3.2 Initial training requirements

If BBT requires the Manager to complete any Required Training prior to the commencement of Services, then the Manager's provision of Services, engagement of Approved Agents and its entitlement of be paid Fees is deemed to be conditional upon it first completing that Required Training to BBT's absolute satisfaction. BBT may waive part or all of this requirement in writing.

4. Manager's obligations

4.1 Identification of marketing and sales agents

- (a) The Manager must identify persons within the Designated Area who it reasonably considers to meet BBT's criteria for Approved Agents as advised by BBT to the Manager from time to time (**Potential Agents**) and introduce them to BBT.
- (b) In respect of each Potential Agent which the Manager introduces to BBT, the Manager must provide BBT with the following minimum information (**Interview Record**):
 - (i) the Potential Agent's full name, including the name of any trust which it will act as the trustee for if engaged as an Approved Agent;

- (ii) the Potential Agent's mobile number, email address and postal address; and
 - (iii) a summary of the Potential Agent's:
 - (A) previous training and experience in marketing and sales; and
 - (B) connection and prior experience with the business of Private Escorts, Massage Centres and Escort Agencies, if any.
- (c) The Interview Record is to include a statement to Potential Agents regarding a position overview of the role of an Approved Agent, responsibilities and qualifications, as well as appropriate questions regarding work flexibility, infrastructure requirements to be an Approved Agent, remuneration, about the Business, personal information (incorporating clauses 4.1(i), (ii) and (iii)), interview summary and an assessment of a Potential Agent.

4.2 Training and support for Approved Agents

The Manager must:

- (a) train all Approved Agents so that they are proficient in:
 - (i) the use and operation of the Platform;
 - (ii) BBT's practices and procedures for the Marketing Services; and
 - (iii) the Guidelines;
- (b) act as the first contact for Approved Agents in respect of any queries and issues which the Approved Agents may have in relation to:
 - (i) the use and operation of the Platform and Console;
 - (ii) Signing Up of an Advertiser; and
 - (iii) the interpretation or application of the Guidelines,and undertake reasonable endeavours to resolve these queries and issues before it contacts BBT about them;
- (c) keep a detailed record of all queries and issues which Approved Agents have raised with the Manager (**Support Tickets**), the outcomes of those Support Tickets and provide BBT with those records upon request in the form of a report; and
- (d) if it receives any requests or enquiries from Advertisers for the provision of services from the Business, direct it to an appropriate Approved Agent.

4.3 Sign Ups by the Manager

- (a) (i) If an Advertiser requests the Manager or BBT for services from the Business but there are no appropriate Approved Agents to Sign Up the Advertiser, then BBT may direct the Manager to Sign Up the Advertiser directly and the Manager must do so (**Manager Sign Up**).
- (ii) BBT will allocate the Manager with a unique identification number (**Manager ID**). The Manager will use the Manager ID when undertaking a Manager Sign Up.
- (b) Upon BBT engaging an Approved Agent with responsibility over an Approved Agent Territory in which a Manager Sign Up falls within, the Fees payable to the Manager in respect of that Manager Sign Up will be as if that Approved Agent had Signed Up the Advertiser.

4.4 Performance of Services, generally

The Manager shall:

- (a) provide the Services loyally and faithfully and in the best interest of BBT and in a diligent and professional manner based on any standards that normally apply to the provision of talent identification, recruitment and marketing and sales training on a contract basis;
- (b) perform the Services in accordance with any Guidelines published by BBT or such other person as may be notified to the Manager in writing by BBT;
- (c) act in good faith in all dealings with BBT and Advertisers and must not:
 - (i) do anything that may be harmful to the reputation or interests of BBT;
 - (ii) breach the Guidelines, and
- (d) liaise with and report to BBT promptly with respect to all aspects of the Services.

4.5 Conflict of interest

- (a) The Manager may engage in any other work during the Term provided that such other work does not involve a conflict with its duties and responsibilities to BBT and does not bring BBT into disrepute.
- (b) The Manager must not, without the prior written agreement of BBT, provide any services to or for any direct or indirect competitor of BBT during the Term.
- (c) If the Manager becomes aware of a real or potential conflict of interest, it must notify BBT immediately in writing, setting out all relevant details of the conflict of interest.

4.6 No substitution

The Manager must not engage any other person to deliver the Services or perform any of its other obligations under this agreement, except with BBT's prior written consent, which cannot be unreasonably withheld by BBT.

4.7 Insurances

- (a) The Manager must take out all insurances required by law in relation to the provision of the Services (**Policies**).
- (b) If requested by BBT, the Manager must provide BBT with certificates of currency for the Policies.

4.8 Disbursements

- (a) The Manager must provide the Services at its own cost and it will not be reimbursed for any out-of-pocket expenses or disbursements which the Manager incurs while providing the Services (**Expense**), unless the Expense has been pre-approved by BBT.
- (b) For the avoidance of doubt, the Manager is engaged as a contractor and so:
 - (i) it is solely responsible for the taxation, insurance and employee entitlement liabilities it incurs in relation to this agreement; and
 - (ii) it is not entitled to employee entitlements from BBT.

4.9 Compliance with laws

- (a) The Manager must comply, at its cost and expense, with all statutes, ordinances, rules, regulations, other delegated legislation, codes and the requirements of any Commonwealth, state and local government departments, bodies, and public authorities or other authorities so far as these affect or apply to the Manager's provision of the Services.
- (b) The Manager indemnifies BBT from and against all actions, costs, charges, claims and demands in respect of any breach of clause 4.9(a).

4.10 Warranties

The Manager warrants that:

- (a) it is not under any obligation or restriction which would in any way interfere with or conflict with it providing the Services under this agreement and it will not assume any such obligation or restriction;
- (b) it holds all the qualifications and licences required by law and relevant regulatory bodies for the provision of the Services and that these are all current and up to date;

- (c) it is an “independent contractor” pursuant to the *Independent Contractors Act 2006* (Cth) and the Manager must inform BBT as soon as reasonably practicable if the Manager ceases to be an “independent contractor”; and
- (d) except with BBT’s prior written consent, it will not bind BBT to any contract, or create any liability against BBT in any way or for any purpose.

5. BBT’s obligations and reservations

5.1 BBT’s obligations

During the Term, BBT:

- (a) will supply the Manager with such information about the Business that BBT considers, in its absolute discretion, the Manager requires to properly perform the Services;
- (b) may in its absolute discretion refer enquiries it receives from Advertisers:
 - (i) to the Manager to direct to an appropriate Approved Agent; or
 - (ii) directly to an appropriate Approved Agent, and informing the Manager it has done so; and
- (c) will manage the invoicing of Advertisers and collection of fees from them in respect of the Platform Services provided by BBT to the Advertisers.

5.2 BBT’s reservations

Notwithstanding anything else in this agreement, the parties agree that BBT:

- (a) is not obliged to enter into any contract or arrangement with an Advertiser introduced or referred to BBT by an Approved Agent for the provision of services by the Business;
- (b) has the sole and exclusive power and authority to:
 - (i) negotiate, enter and manage contracts with Advertisers for the provision of services by the Business to the Advertisers; and
 - (ii) determine the fees, costs and charges payable by the Advertisers;
- (c) may continue to directly promote its Business to Advertisers in any place, including the Designated Area; and
- (d) may assign its rights under this agreement to a purchaser of the Business.

5.3 Exclusivity

In consideration of the Manager providing the Services within the Designated Area in accordance with this agreement, BBT agrees that it will not engage any other person to provide the Services within the Designated Area.

6. Use of Platform

6.1 Licence to use

BBT grants the Manager an exclusive and irrevocable licence during the Term to:

- (a) use the Manager Console; and
- (b) access the Websites' "back end" insofar as BBT deems appropriate to enable the Manager access to analytical and statistical data on its Approved Agents' and Advertisers' activity and use of the Platform.

6.2 Development cooperation

The parties agree to cooperate and assist each other to develop and improve analytical tools and features on the Manager Console and other parts of the Platform mutually agreed to. Where the parties agree the Websites can be improved, the cost to implement the changes agreed to will be met by BBT.

7. Fees

7.1 Payment of Fees

In consideration of the Manager providing the Services, BBT agrees to pay the Fees to the Manager based on the following procedure:

- (a) at the conclusion of the last day of each month, BBT will send the Manager an email advising the Manager to log into the Manager Console to view a report summarising all of the Approved Agent's activities for that month which the calculation of the Fees for that month will be based on (**Monthly Report**);
- (b) the Manager has 5 Business Days from the time that BBT emails the Manager to check the Monthly Report to raise any queries or issues in respect of:
 - (i) the Monthly Report;
 - (ii) any Approved Agent included or omitted from the Monthly Report; and
 - (iii) the calculation of the Fees, as set out in the Monthly Report,

- (c) if the Manager raises a Query, then the parties will undertake reasonable endeavours and act in good faith to resolve the Query within a reasonable time, but no later than 5 Business Days after the Query was first raised by the Manager; and
- (d) Subject to subclause 7.1(e), BBT will pay the Fees to the Manager 6 Business Days from the date that BBT emails the Manager to check the Monthly Report.
- (e) If the Manager raises a Query, then the Fees which a Query has been raised will be separated from the Monthly Report and shall remain in escrow until the Query is resolved (**Resolved Query**). A Resolved Query will be included in the following Monthly Report, in an itemised manner, after the Query was resolved. For the avoidance or any doubt, the remaining Fees set out in the Monthly Report, after any Fees the subject of a Query have been separated out from the Monthly Report, will be paid to the Manager in accordance with clause 7.1(d).

7.2 GST and invoicing

- (a) If BBT requests, the Manager must provide BBT with a tax invoice for its Fees in accordance with the GST Law.
- (b) The Fees are exclusive of any GST. Where GST is payable on a supply made by the Manager under this agreement, it may charge BBT an additional amount equal to the GST payable on that supply.

7.3 Variation of Fees

The Fees may be varied by agreement in writing between the parties.

8. Assignment

8.1 No dealings without consent

The Manager must not assign, transfer, grant a licence, charge, or encumber its rights, benefits and interests in this agreement in any way except with BBT's prior written consent which cannot be unreasonably withheld in relation to an assignment or transfer subject to:

- (a) BBT being satisfied in its absolute discretion that the proposed assignee has the financial capacity, skills, experience, qualifications and suitability to perform the Manager's obligations under this agreement; and
- (b) the proposed assignee entering a deed in the form required by BBT whereby the proposed assignee undertakes to assume all of the Manager's obligations under this agreement.

8.2 BBT may assign

BBT may assign this agreement at its sole discretion.

8.3 Costs

Whether or not an assignment of this agreement requested by the Manager proceeds, the Manager must pay to BBT, within 7 days of demand, all reasonable costs incurred by BBT in connection with:

- (a) arranging the assignment of the agreement;
- (b) any enquiries made by BBT or on its behalf as to the proposed assignee's financial capacity, skills, experience, qualifications and suitability to perform the Manager's obligations under this agreement;
- (c) preparing, negotiating, executing any deed of assignment; and
- (d) obtaining any necessary consents to the assignment of this agreement.

9. Termination of agreement

9.1 Termination by notice

Either party may terminate this agreement by giving the other party at least 3 months' written notice.

9.2 Termination for breach

- (a) If a party breaches any term of this agreement (**Breaching Party**), the other party (**Notifying Party**) may give notice requiring that party to rectify the breach. If the notified party fails to rectify the breach to the satisfaction of the Notifying Party within 5 Business Days of that notice, the Notifying Party may terminate this agreement upon issue of a further written notice to the Breaching Party.
- (b) BBT may terminate this agreement at any time without notice if the Manager:
 - (i) engages in a serious or material breach of this agreement;
 - (ii) is convicted of a criminal offence;
 - (iii) engages in any other conduct which seriously damages or is likely to seriously damage the reputation of BBT or the Business;
 - (iv) is guilty of any dishonesty, serious misconduct or serious neglect of duty in connection with the provision of the Services; or
 - (v) engages in any act or omission that in the reasonable opinion of BBT has or will likely have the effect of causing material damage to BBT.

9.3 Termination for insolvency

BBT may terminate this agreement at any time without notice if:

- (a) the Manager becomes bankrupt;
- (b) the Manager signs an authority under section 188 of the *Bankruptcy Act 1966* (Cth);
- (c) gives a debt agreement proposal to the official trustee under Part IX of the *Bankruptcy Act 1966* (Cth);
- (d) the Manager becomes subject to an order directing the official trustee or a specified registered trustee to take control of his or her property before sequestration;
- (e) the Manager enters into a deed of arrangement or an order is made for it to be wound up;
- (f) an administrator, receiver or receiver/manager or a liquidator is appointed to the Manager pursuant to the *Corporations Act 2001* (Cth); or
- (g) the Manager would be presumed to be insolvent by a court in any of the circumstances referred to in the *Corporations Act 2001* (Cth).

9.4 Obligations upon termination

- (a) If at the end of this agreement, the Manager is owed any Fees, it may give BBT an invoice. BBT must pay the Manager that amount (provided it is properly invoiced in accordance with clause 7.2) within 21 days of receiving the invoice.
- (b) At the end of the Term, the Manager must return or, if requested by BBT, destroy, any of BBT's Confidential Information, materials or documents in the Manager's possession or control.

10. Confidentiality

10.1 Definition

In this clause 10, Confidential Information includes, but is not limited to, any information that:

- (a) is marked as confidential;
- (b) relates to the Business or the Platform and is owned by BBT; and
- (c) is received or developed by the Manager during the Term, which relates to processes, equipment and techniques used by BBT in the course of the Business, including but not limited to all information, data, drawings, specifications, documentation, source or object code, designs, construction, workings, functions, features and performance notes, techniques, concepts not reduced to material form, agreements with third parties, schematics and proposals and intentions, technical data and marketing information such as customer lists, financial information and business plans, but does not include

information which:

- (d) is generally available in the public domain otherwise than as a result of a breach of this agreement by the Manager;
- (e) was known by the Manager prior to BBT disclosing the information to it; or
- (f) the Manager is required by law to disclose.

10.2 Restriction and obligation on use of Confidential Information

- (a) Except with BBT's prior written consent, the Manager must:
 - (i) only use the Confidential Information for the purpose of performing the Services; and
 - (ii) not use or attempt to use any Confidential Information in any manner which may prejudice the confidentiality of the Confidential Information or may injure or cause loss to BBT.
- (b) The Manager must at all times store all Confidential Information safely and securely.
- (c) The Manager must immediately notify BBT in writing of any actual, threatened or suspected unauthorised disclosure of any Confidential Information.
- (d) The Manager's obligations with regard to the Confidential Information will continue for so long as it is maintained on a confidential basis:
 - (i) by BBT, in the case of Confidential Information pertaining to the Business; or
 - (ii) by Advertisers, in the case of Confidential Information pertaining to the Advertisers.

10.3 Acknowledgment and indemnity

- (a) The Manager acknowledges that BBT is engaged in a highly competitive business and has spent considerable time and resources establishing the Business and Confidential Information and agrees that this clause 10 is therefore fair and reasonable.
- (b) The Manager fully indemnifies BBT against all liabilities, costs and expenses (including legal and enforcement costs on a full indemnity basis) which BBT may incur as a result of any breach of this clause 10 by the Manager.
- (c) The Manager acknowledges that damages may be an inadequate remedy for breach of this clause 10 and that BBT may obtain injunctive relief against the Manager for any breach of it.

10.4 Survival

The Manager's obligations under this clause 10 survive the termination or expiry of this agreement.

11. Intellectual property

11.1 Definition

In this clause 11, IPRs means all intellectual property rights (other than those that belong to third parties) including all improvements, discoveries, developments, techniques, ideas, precedents, business systems and methods, trade secrets and inventions, patents, trademarks, designs and copyright, made, developed, authored or received by the Manager alone, or in conjunction with others, whether or not registrable, including those relating to the materials and resources in relation to the Business provided to the Manager by BBT.

11.2 Manager's obligations in relation to IPRs

- (a) The Manager acknowledges and agrees that ownership of all IPRs which:
 - (i) arise out of, or in any way relate to this agreement; and
 - (ii) in any way relate to or are derived from the actual or anticipated operations of BBT, including in respect of the Platform and the Business,will immediately vest on their creation in BBT without BBT being required to pay the Manager compensation for the IPRs.
- (b) The Manager must, at its expense, enter any contracts or execute any other documents required by BBT to assign to it any right, title and interest in the IPRs.
- (c) By signing this agreement, the Manager consents to waive the right to bring any moral rights claim against BBT in respect of the right of integrity of authorship, the right of attribution of a work and the right not to have authorship of a work falsely attributed in relation to the IPRs.
- (d) The Manager irrevocably appoints BBT to be its attorney to execute all instruments and do all things and generally to use its name for the purpose of assigning to BBT the full benefit of the provisions of this clause in favour of BBT. A certificate in writing signed by BBT that any instrument or act falls within the authority conferred by this agreement will be conclusive evidence that is the case.
- (e) The Manager must not use the IPRs for any purpose other than to provide Services pursuant to this agreement unless BBT gives its written consent otherwise. Furthermore, BBT may withdraw that consent at any time for any reason in its absolute discretion.

- (f) The Manager indemnifies BBT fully against all liabilities, costs and expenses (including legal and enforcement costs on a fully indemnity basis) which BBT may incur as a result of any breach of this clause by the Manager.

11.3 Survival

The Manager's obligations under this clause survive termination or expiry of this agreement.

12. Protections

12.1 Non-disparagement

- (a) Any networking or social conversations the Manager has, including any online forums, must not be defamatory or untrue and must present BBT in a positive light.
- (b) If the Manager publishes, or causes to be published, any communication or publication that brings the image and reputation of BBT into disrepute, to be determined by BBT in its sole discretion, BBT may terminate this agreement immediately by written notice to the Manager and claim against it for loss and damage.
- (c) The Manager's obligations under this clause 12 survive termination or expiry of this agreement.

12.2 Non-solicitation

- (a) The Manager must not, for the Term and for a period of 12 months after the termination or expiry of this agreement, whether on its own account or for any other person, firm or company, either directly or indirectly, attempt to:
- (i) canvass, solicit or endeavour to entice from BBT any person or organisation that was a potential Advertiser or Advertiser at the end of the Term (or whose business or custom BBT was cultivating at the end of the Term), in relation to whom the Manager had dealt with during the Term;
- (ii) canvass, solicit or endeavour to entice any employee or agent of BBT to terminate their contracts of employment or agency with BBT;
- (iii) interfere or seek to interfere with the relationship between BBT and its potential Advertisers, Advertisers and employees; or
- (iv) induce any other person to perform any of the acts specified in sub-clauses 12.2(a)(i), 12.2(a)(ii), or 12.2(a)(iii),

except with BBT's prior written consent.

- (b) If the period of 12 months referred to in clause (a) is held to be unlawful, invalid, unenforceable, then the restraint period shall be 9 months. If the period of 9 months is held to be unlawful, invalid, unenforceable, then the restraint period shall be 6 months.
- (c) If a court of competent jurisdiction determines that, in relation to any of the several restraints in this clause, the restraint period is unreasonably long but that a shorter period would be lawful and reasonable, then the restraints are to be read down so as to refer to that shorter period as the court considers valid in respect of those restraints.
- (d) The Manager acknowledges that the restrictions contained in this clause are reasonable in regard to the subject matter and duration and are reasonably required by BBT to protect its Business and financial interests.
- (e) The Manager acknowledges that any breach by the Manager of this clause would cause irreparable harm and significant damage to BBT and that BBT has the right to seek and obtain immediate injunctive relief in relation to any such breach.
- (f) The Manager's obligations under this clause 12.2 survive termination or expiry of this agreement.

12.3 Manager's indemnity

- (a) The Manager is responsible for and indemnifies BBT against liability for all loss, damage or injury to any person or property caused by the Manager or its Approved Agents, including personal injury whether or not resulting in death, in the course of providing the Services or doing anything else that a person would reasonably be expected to do as a part of providing the Services.
- (b) The amount of any claims, damages, interest, costs and expenses (including without limitation all related legal costs incurred by BBT) which may be paid, suffered or incurred by BBT in respect of such loss, damage or injury must be made good at its expense and may be deducted from any Fees due or becoming due to the Manager.
- (c) The Manager's obligations under this clause 12.3 survive the termination of this agreement.

13. General

13.1 Variation

Unless otherwise explicitly provided to the contrary under this agreement, the terms and conditions of this agreement may be varied by agreement between the parties and no such agreement will be binding or have any applicability unless it is in writing and signed by the parties.

13.2 Further assurances

The parties shall execute and do all things necessary or desirable to implement and give full effect to the provisions and purpose of this agreement.

13.3 Notices

Any notice, demand, consent, approval or communication under this agreement (**Notice**) must be in writing, in English and signed by a person duly authorised by the sender may be delivered by hand, post or email to the recipient's address specified in the Parties" section at the start of this agreement.

13.4 No waiver

A single or partial exercise or waiver by a party of a right relating to this agreement does not prevent any other exercise of that right or the exercise of any other right.

13.5 Proper law

This agreement is governed by the laws of Western Australia and the parties submit to the exclusive jurisdiction of Western Australia and of the Commonwealth of Australia.

13.6 Severance

If any part of this agreement is or becomes unenforceable, void or voidable, that part will be severed from this agreement and those parts that are unaffected shall continue to have full force and effect.

13.7 Counterparts

- (a) This agreement may consist of several counterparts and, if so, the counterparts taken together constitute one document.
- (b) A party may execute this agreement or any counterpart and exchange it as an electronic copy by email.

Schedule 1 Particulars

Item 1 Commencement Date

3rd February 2025.

Item 2 Term

15 years commencing on the Commencement Date and ending on the earlier of the end of that period or the date that this agreement is terminated.

Item 3 Fees

The Fees payable to the Manager in respect of the Signing Up of Advertisers that operate their business within the Designated Area is calculated in accordance with the table below and set out in blue:

	Massage Centre		Private Escort	
	On Sign Up	Ongoing	On Sign Up	Ongoing
Signed Up by Manager	\$20 one off fee to Manager	7% of Revenue to Manager	No Fee	7% of Revenue to Manager
Signed Up by Approved Agent	\$20 one off fee to Approved Agent	2% of Revenue to Manager 5% of Revenue to Approved Agent	No Fee	2% of Revenue to Manager 5% of Revenue to Approved Agent
Signed Up by Manager or Approved Agent due to referral from BBT	\$20 one off fee to Manager \$20 one off fee to Approved Agent	2% of Revenue to Manager 5% of Revenue to Approved Agent	No Fee	2% of Revenue to Manager 5% of Revenue to Approved Agent
Signed Up by BBT directly	No Fee	2% of Revenue to Manager 5% of Revenue to Approved Agent	No Fee	2% of Revenue to Manager 5% of Revenue to Approved Agent

Note:

The Fees payable to an Approved Agent, set out in orange in the table above, are for guidance purposes only in this agreement and are not payable to any Approved Agent other than on the terms set out in the Approved Agent Agreements corresponding with those Approved Agents.

Item 4 Designated Area

Australia & New Zealand.

Executed as an agreement

Executed by Blackbox Tech Pty Ltd)
ACN 664 919 975 in accordance with)
section 127(1) of the Corporations Act)
2001 (Cth) by authority of its directors:)



Director - Wayne David Primrose

Date: 03/02/2025



Andrew Stewart Stephen

Date: 03/02/2025

Executed by Agency Management)
(Australia) Pty Ltd ACN 682 550 670)
in accordance with section 127(1) of)
the Corporations Act 2001 (Cth) by)
authority of its sole director:)



Director - Wayne David Primrose

Date: 03/02/2025