



## Escorts4U - Agent Agreement

(Non-Exclusive)

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## AGENT AGREEMENT

(Non-Exclusive)

**THIS AGREEMENT** is made on the date specified in Item 1 of the First Schedule.

**Between:**

Cornitatus Pty Ltd ACN 653 259 191 of 28A Sexton Road Inglewood, Western Australia (E4U).

**And:**

The agent specified in Item 2 of the First Schedule (**Agent**).

**Background:**

- A. E4U owns and operates the internet based platform [www.escorts4u.com.au](http://www.escorts4u.com.au) and intends to attract registrations from Advertisers and Massage Centres.
- B. The Agent has access to and is able to provide services of marketing to Advertisers and Massage Centres.
- C. E4U wishes to, from time to time, engage the Agent to provide services to E4U on the terms and conditions contained in this Agreement.
- D. E4U appoints the Agent as its representative in the Territory specified in Item 5 of the First Schedule to recruit Advertisers and Massage Centres to register on the Website.
- E. The Agent accepts the appointment on the terms and conditions contained in this Agreement.

### 1. Interpretation and definitions

1.1 The following words have the following meanings:

**Actual Term** means the actual term of this Agreement commencing on the Commencement Date and ending when either terminated in accordance with clause 9 or at the expiration of any extension granted under clause 2.2;

**Advertiser** means a private escort who has a Membership with E4U;

**Advertiser Console** means the Advertiser's information management tool on the Website that visually displays an Advertiser's account details and enables an Advertiser to post Advertiser Profiles;

**Advertiser Profile/s** means the collective information posted by an Advertiser setting out information in relation to a Profile or Tour;

**Advertising Fees** means the Card charge that will be applied to the User's Card when posting a Profile or taking up any Support Services where a fee applies;

**Advertising Services** means all the services provided by E4U on the Website via the Advertiser Console which enables an Advertiser to post an Advertiser Profile;

**Agent** means the party described in the Agreement Details;

**Agent Console** means the Agent information management tool on the Website that visually displays an Agent's account details and enables access to the applications for the Agent to manage Users;

**Agent Feedback Form** means the online survey presented to Users requesting information and feedback about their Agent;

**Agent Log** refers to the documentation, or online data input, as the case may be, for monitoring the activities of the Agent which includes keeping track of visits, meetings, recording of marketing and administrative information updates provided to the Agent, performance of Users through the Agent Console and meeting any compliance and KPI Requirements under this Agreement;

**Agreement** means this agreement and any schedules or documents incorporated by reference, and any variations thereof;

**Agreement Details** means the Agreement Details set out in the First Schedule, including any statement of requirements, which forms part of this Agreement, as specified in the Agreement Details;

**Bank Account** means the details that relate to the payment arrangements which are set out in the Agreement Details;

**Billing Period** means each billing period as provided for in clause 5.4;

**Business Day/s** in relation to the doing of an action in a place means any day other than a Saturday, Sunday or public holiday in that place;

**Card** means either or both a credit card or debit card;

**Centre Information Form** means the E4U administrative form which sets out requested information about a Centre;

**Centre Console** means the Massage Centre's information management tool on the Website that visually displays a Massage Centre's account details and enables the Centre to post a Centre Profile;

**Centre Profile** means the collective information posted by a Centre setting out information in relation to a Profile;

**Classification Laws** means the respective State and Commonwealth laws which govern the publication of restricted material within Australia and which are

set out in the Website footer under the heading Classification Laws;

**Commencement Date** means the date on which this Agreement is signed by the Parties or if signed on separate days, on the date the last signature is put to this Agreement;

**Commission** means the total sum of commission, if any, which are earned by an Agent in a Billing Period in relation to all Users and calculated in accordance with clause 5 and the Commission Details;

**Commission Details** means the Commission Details set out in the Second Schedule, including any recommended fees, which forms part of this Agreement, as specified in the Commission Details;

**Commission Report** means the summary of business activity of Users which have appointed the Agent;

**Communication Sources** means any method of communication, without limiting it to email and telephone numbers, not published on the Website and which are the property of Escorts4U;

**Community Information** means the collective of any, either or all of the statements set out in the Website footer under the heading Community;

**Concierge Services** means any of or all of the concierge services provided by E4U to an Advertiser on the Website and which are accessed through the Advertiser Console;

**Confidential Information** means all Information disclosed to or acquired by the Agent before or after the date of this Agreement, whether orally, in writing or in electronic or machine readable form, including the Website, via the Designated Email Account, any User information and Profile Information, but does not include Information that:

- (i) the Agent can prove by contemporaneous written documentation was in the lawful possession of the Agent before the Agent had any dealings with E4U or was independently generated by the Agent or on its behalf;
- (ii) is in the public domain otherwise than as a result of a breach of this Agreement or any other obligation of confidentiality owed to E4U; or
- (iii) was legally and properly obtained by the Agent from any other source without restriction on further disclosure;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Designated Email Account** means the email account issued to the Agent by E4U and which is set out in the Agreement Details;

**E4U** means Cornitatus Pty Ltd and includes **Escorts4u** the trading names owned by Cornitatus Pty Ltd;

**ESOS Act** means the *Education Services for Overseas Students Act 2000* (Cth) including its regulations;

**Fees** means either of or collectively Advertising Fees or Support Fees;

**Force Majeure Event** includes the following:

- (i) Act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightening storm, tempest, drought or meteor; or
- (ii) war (declared or undeclared), invasion, act of foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;
- (iii) pandemic;
- (iv) act of public enemy, sabotage, malicious damage, terrorism or civil unrest;
- (v) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority; or
- (vi) strikes, blockades, lock out or other industrial disputes, provided they are outside the reasonable control of the affected Party and could not have been prevented or avoided by that Party taking all reasonable steps;

**Guidelines** means the guidelines published by E4U from time to time which instructs an Agent how to undertake certain activities;

**Home State** means the State that the User has domiciled as where they reside;

**Information** means information regardless of form relating to or developed in connection with E4U or its business including financial affairs, projections, forecasts, accounts, prospects, strategies, business processes and system functionality, business operations (including the payment of Commission), assets, liabilities, Users, personnel, suppliers, contracts, products and sales information, the Initial and Ongoing Training, product road maps and includes the existence and terms of this Agreement;

**Initial Training** means the initial training in respect of the Advertising Services and Concierge Services provided by E4U via the Website and as further described in clause 3.1(a);

**Insolvency Event** in the context of a person means:

- (i) a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as defined in the Corporations Act), trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the person;
- (ii) the person or the person's property or undertaking becomes subject to a personal insolvency arrangement under *Part X Bankruptcy Act 1966* (Cth)

or a debt agreement under *Part IX Bankruptcy Act 1966* (Cth);

- (iii) the person is or becomes unable to pay its debts when they are due or is becomes unable to pay its debts within the meaning of the Corporations Act or is presumed to be insolvent under the Corporations Act;
- (iv) the person ceases to, or threatens to cease to, carry on business; or
- (v) an application or order is made for the liquidator of the person or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the person otherwise than for the purpose of an amalgamation or reconstruction;

**KPI Requirements** means any performance specifications or criteria described in the Agreement Details, Guidelines or Policies, if applicable;

**Legal Information** means the collective of any, either or all of the statements set out in the Website footer under the heading Legal;

**Local Laws** means the respective State and Commonwealth laws which govern the provision of escort services in each respective state within Australia and which are set out in the Website footer under the heading Local Laws;

**Loyalty Program** means any E4U financial incentive offered to Users;

**Marketing Material** means any material, both print and electronic, that a Prospective User may have had provided to them prior to Registration and which can be accessed from the Agent Console and includes print and electronic advertising, print and electronic brochures, web pages, hyperlinks and merchandising material of a general nature;

**Mark** means logos, trademarks, designs, and crests that belong to or carry the name of E4U;

**Massage Centre** or **Centre** means a registered business which operates as a massage centre and has a Membership with E4U;

**Membership** means the acceptance by E4U of a Registration by an Advertiser or Centre to use the Website;

**Membership Type** means either of or all of Platinum, Gold, Silver or Massage Centre memberships;

**Migration Act** means the *Migration Act 1958* (Cth), including its regulations;

**Migration Period** means the period commencing on receipt by E4U of a request under clause 5.2(b) and ending on the expiry of the notice period under clause 5.2(b)(iii);

**National Code 2018** means that Code which forms part of the ESOS Act;



**Ongoing Training** means any ongoing training provided to Agents in respect of the Portal Services as provided by E4U to Users;

**Other Services** means services that are offered to the User by the Agent and which are not Portal Services or Support Services;

**Other Fees** means the fee levied against the User by the Agent for Other Services;

**Party** or **Parties** means either party to this Agreement or collectively both;

**Policies** means either or both of Community Information or Legal Information;

**Portal Services** means collectively the Advertising Services and the Concierge Services;

**Portal Services Commencement Date** means the date on which E4U has provided the Agent with access to the Agent Console;

**Profile** means either of or both of an Advertiser Profile or Centre Profile and which is posted on the Website;

**Profile Information** means any of, or the collective of, the Advertiser's or Centre's account information about themselves and which is posted in a Profile;

**Prospective User** means a person within Australia who intends to register themselves on the Website and who has taken steps towards becoming a User of the Website;

**Registration** means the process undertaken on the Website by a Prospective User requesting Membership;

**Services** means the services described in the Agreement Details;

**Support Fees** means the fee levied against the User by the Agent for Support Services;

**Support Services** means services provided to the User by the Agent which are not Other Services and are undertaken in relation to Portal Services;

**Term** means the period of time, and any renewal or extension thereof, as specified in the Agreement Details;

**Territory** means the State or regions as specified in the Agreement Details;

**Tour** means the collective posting of Profiles conjoined over a period of time;

**User** or **Users** means either an Advertiser or Centre or collectively both;

**User Console** means either of or collectively the Advertiser Console or Centre Console;

**Website** means collectively the websites [www.wscorts4u.com.au](http://www.wscorts4u.com.au), [www.e4u.com.au](http://www.e4u.com.au) and [www.excorts.com.au](http://www.excorts.com.au) and includes:

- (i) the Advertiser Console and Centre Console;
- (ii) the Agent Console; and
- (iii) any sub-domain operating under the universal resource locator.

1.2 The terms defined have the same meanings when used throughout this Agreement.

1.3 Unless the contrary intention appears:

- (a) a reference to this Agreement or any other document includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) 'including' and similar expressions are not words of limitation;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, transferors, substitutes (including persons taking by novation) and assigns;
- (f) an agreement, representations or warranty on the part of or in favour of two (2) or more persons binds or is for the benefit of them jointly and severally;
- (g) if a period of time is specified and commences from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (h) a reference to time shall mean Western Standard Time (Australia);
- (i) a term or definition incorporated by reference into this Agreement remains in force notwithstanding that the document from which it was referred may at any time be no longer in force;
- (j) gender reference includes all genders;
- (k) money is in Australian dollars unless otherwise stated and a reference to 'A\$', '\$A', 'dollar', 'AUD' or '\$' is a reference to Australian currency; and
- (l) Schedules 1 and 2 to this Agreement form part of this Agreement, but if there is any conflict between a clause of this Agreement and the Schedules, the clause of this Agreement will prevail.

- 1.4 Headings are inserted for convenience and do not affect the interpretation of this Agreement.

## **2. Appointment of Agent**

### **2.1 Term**

E4U appoints the Agent:

- (a) from the Commencement Date to be its representative to perform the Services in the Territory for the Term; and
- (b) the appointment continues for the duration of the Term unless terminated in accordance with this Agreement.

### **2.2 Extension of Term**

The Term may be, subject to clause 3, extended by E4U for further period(s), as specified in the Agreement Details (each an Option Period), on the terms and conditions then in effect, by the giving of written notice to the Agent, and such notice must be:

- (a) at least thirty (30) days; or
- (b) such other period as specified in the Agreement Details (Option Notice Period), before the end of the current Term; and
- (c) any extension exercised in accordance with this clause 2.2 takes effect from the end of the then current Term.

### **2.3 Non-exclusivity**

This is a non-exclusive agreement and E4U may appoint other Agents in the Territory if it so chooses.

### **2.4 Promotion of Website and Other Services**

Where the Agent:

- (a) intends to promote the Website outside the Territory or to promote Other Services either within or outside the Territory, the Agent will:
  - (i) notify E4U of that intention, specifying where and what the Agent intends to undertake (**Notice**); and
  - (ii) request the consent of E4U to undertake the activities set out in the Notice; and
  - (iii) not proceed with the activities set out in the Notice until E4U has provided to the Agent its written consent, including any conditions set out in the consent.

- (b) has requested consent to promote the Website outside the Territory or to offer the Other Services, E4U will not, subject to clause 6, unreasonably withhold its consent to the request.

## **2.5 Policies and Guidelines**

The Agent:

- (a) agrees to be bound by all Policies and Guidelines published on the Website to the extent where those Policies and Guidelines affect the performance, obligations and duties of the Agent under this Agreement; and
- (b) acknowledges that they have read and understood the Policies and Guidelines published as at the date of this Agreement.

## **3. Responsibilities and obligations of the Agent**

### **3.1 Undertaking the Services**

Under this Agreement, the Agent will:

- (a) during the period between the Commencement Date and the Portal Services Commencement Date, at times to be agreed by the Parties, E4U will provide Initial Training for not more than the total number of hours specified in the Agreement Details; and
- (b) from time to time after the Portal Services Commencement Date and during the Term either:
  - (i) by E4U requesting the Agent to undertake Ongoing Training; or
  - (ii) the Agent requesting E4U to provide Ongoing Training, or
  - (iii) where at the conclusion of the Initial Training (or any part of such training), the Agent has not, in the opinion of E4U, satisfactorily completed the Initial Training,

E4U may require the Agent to complete the Initial Training again by undertaking further training. Such further training will be at the cost and expense of the Agent, as set out in the Agreement Details;

- (c) promote the Advertising Services and Concierge Services within the Territory and recruit Prospective Users, as to:
  - (i) an Advertiser, with a minimum age of 18 years; and
  - (ii) a Centre, an incorporated body or registered business pursuant to the Corporations Act,

to complete Registration and utilise the Portal Services;

- (d) assist Prospective Users to register on the Website, and where the Prospective User is a Centre, complete the Centre Information Form and submit the Centre Information Form to E4U;
- (e) ensure that all Prospective Users documentation, wherever it may apply, are completed and submitted to E4U;
- (f) provide in writing, when requested by E4U, setting out measures on how the Agent will avoid conflicts of interest in any approved consent provided by E4U to the Agent to undertake activities outside the Territory or Other Services;
- (g) observe at all times the appropriate measures of confidentiality and transparency in its dealings with Users, or a Prospective User intending to register on the Website, in terms of disclosure of the Portal Services and other Users Confidential Information, as evidence to be added to the Agent Log;
- (h) perform all of the Services honestly and in a bona fide manner to Prospective Users, Users and E4U alike.

### **3.2 Performing the Services**

In performing the Services, the Agent will:

- (a) promote the Portal Services with integrity and accuracy and recruit Users in an honest, ethical and responsible manner and in accordance with this Agreement, Policies and Guidelines;
- (b) inform a Prospective User accurately about the Portal Services, which will, when providing marketing information to the Prospective User, will be done by reference to the Marketing Material and Policies;
- (c) assist to uphold the integrity and reputation of E4U;
- (d) inform and remind Prospective Users that they are required to pay any fee that the Agent shall levy against the User for Other Services directly to the Agent;
- (e) advise each Prospective User that a Home State must be provided to E4U;
- (f) check that any Registration being undertaking for a Prospective User is completed in line with the Guidelines and make sure that all necessary evidence, if requested by E4U, and Centre Information Form or any other documents provided are submitted to E4U;
- (g) provide the Centre Information Form and any documents provided by the Prospective User to E4U within two (2) Business Days of receiving the documents;

- (h) report to E4U immediately if they detect any fraudulent activity by the User on the Website;
- (i) provide E4U with market intelligence about Users:
  - (i) and their use of other providers advertising services; and
  - (ii) complaints about E4U, or the Portal Services, or suggestions on how to improve the Website or Portal Services;
- (j) only undertake promotional and marketing activities that are connected to or make reference to E4U and the Portal Services, and
- (k) at all times comply with the Policies and Local Laws as set out in the Website, and obtain the written consent of E4U before engaging in any specific marketing activity such as exhibitions or media advertising.

### **3.3 Conveying information**

The Agent will provide to a Prospective User before they complete Registration, accurate and up-to-date information provided to the Agent by E4U about the:

- (a) Portal Services, Support Services, Community Information and Legal Information; and
- (b) Advertising Fees, Support Fees, Other Fees, Loyalty Program and refund conditions.

### **3.4 Informing Users**

The Agent will ensure that a Prospective User is informed and understands that:

- (a) Fees are paid by Card only;
- (b) the User Profile and Tour is subject to the Local Laws and Classification Laws and E4U reserves its rights to withdraw a Profile or Tour where, in the opinion of E4U, the User has not complied with either or both of the Local Laws or Classification Laws;
- (c) any help or advice regarding how to use the Website is to be directed to E4U by either using the:
  - (i) support ticketing system from within the User Console; or
  - (ii) emailing the E4U support team to the nominated email account; or
  - (iii) forwarding a text to the designated E4U number, andan Agent will not provide advice on how to use the Website;
- (d) Users should read the Community Information and Legal Information.

### 3.5 Conduct

- (a) The Agent will not:
  - (i) engage in any dishonest practices, including suggesting to a Prospective User that they can come to Australia on a student visa with a primary purpose other than full time study in accordance to National Code 2018 Standard 4;
  - (ii) facilitate visa applications for Users;
  - (iii) provide Prospective Users or Users immigration advice as defined in the Migration Act unless the Agent is separately registered as a Migration Agent under the Migration Act;
  - (iv) engage in false or misleading advertising or recruitment practices for Registration;
  - (v) make any false or misleading comparisons with any other provider of similar services;
  - (vi) make any inaccurate claims of association about E4U;
  - (vii) undertake any advertising or promotional activity about the Portal Services or E4U without the prior written consent of E4U where such advertising or promotional activities will be at the Agent's expense unless otherwise agreed to in writing by E4U in advance;
  - (viii) receive or bank any Fees payable to E4U by the User or deduct any amount from such Fees;
  - (ix) give inaccurate information to a Prospective User or User about Fees payable to E4U or Other Fees;
  - (x) levy any fee directly to a Prospective User or User for Fees; and
  - (xi) disclose to the User any Communication Sources other than those disclosed in the Website.
- (b) The Agent will, where the intended communication is by email to E4U or to any User, use the Designated Email Account for that communication.

### 3.6 Limitation

The Agent is not permitted to:

- (a) commit E4U to accept any Prospective User and must not make representations to the contrary. The Agent acknowledges that E4U has the sole discretion of accepting Prospective Users to access the Website;
- (b) use or access the Agent Console without the approval of E4U;

- (c) use any registered or unregistered Mark of E4U without the prior written consent of E4U.

### **3.7 Annual review**

The Agent agrees to participate in an annual review which will address:

- (a) any business plan the Agent may have compiled (not mandatory);
- (b) User take up of the Portal Services;
- (c) User take up of the Support Services;
- (d) Commission paid to the Agent; and

such annual review will be conducted within sixty (60) days of the anniversary of the Commencement Date, at the discretion of E4U, and take into account the KPI Requirements.

## **4. Responsibilities and obligations of E4U**

### **4.1 Website and availability**

E4U will at all times:

- (a) maintain and uphold the Website and Portal Services; and
- (b) be available to the Agent to address any queries regarding the Portal Services, Website, Policies or Guidelines.

### **4.2 Communications and Marketing Materials**

E4U will provide the Agent:

- (a) with a Designated Email Account; and
- (b) access to all Marketing Material via the Agent Console.

### **4.3 Compliance**

E4U will ensure that the Website and Portal Services comply with the Local Laws and Classification Laws and that the best interests of Users are always maintained in the context of ensuring the Agent can meet its obligations under this Agreement to the extent of:

- (a) providing an Agent Log of visits as evidence on the support given by E4U to the Agent in terms of providing marketing information, marketing brochures, User activities, Guidelines and administrative information updates;



- (b) documenting into the Agent Log, KPI Requirements, including the Agent's service performances such as reviewing the Agent's work, meeting compliance requirements, reporting on progress and suitability to completing the Services;
- (c) utilising the Agent Log as a supporting evidence for any corrective action to be taken by either the Agent or E4U when providing performance reports of the Agent on the Agent Console, ensuring the Agent recruits genuine Users.

#### **4.4 Monitoring of Agent**

E4U will provide monitoring and reporting of Agent performance on a monthly basis through the Agent Log and will provide:

- (a) User feedback which would be obtained from Users who would be asked to complete the online Agent Feedback Form concerning User opinions and experiences with their Agent;
- (b) where it is practicable, regular Agent visits within the calendar year to undertake an in-person review and address any concerns the Agent may have and ensure the Agent is meeting their obligations under this Agreement;
- (c) in-house analysis of Agent performance with a view to identifying areas where the Agent could improve and provide an objective assessment of the Services provided to Users, whereby such reviews will determine if the Agent with:
  - (i) no further Registrations will become inactive on the Agent Console and this Agreement would not be renewed, and
  - (ii) further Registrations continue and will have this Agreement renewed;
- (d) notice of termination if it becomes aware of, or reasonably suspects dishonest practices, including the deliberate attempt to recruit the User where there is clearly a conflict of interest under the Territory or any of the other dishonest practices outlined in this Agreement or showing the inability to comply with any of the obligations under this Agreement and Policies.

#### **4.5 Assessment of Agent compliance**

Based on the annual review and the Agent's compliance with this Agreement, E4U will consider the review outcome to decide whether to:

- (a) maintain the Agent's appointment;
- (b) appoint the Agent for a further Term subject to certain conditions; or
- (c) terminate the Agent's appointment in accordance with clause 9.

#### 4.6 Agent Log

E4U will, at its sole discretion, refer to the Agent Log, when considering:

- (a) the Agent's compliance with this Agreement;
- (b) the number of Users the Agent has recruited and the conversion rate of:
  - (i) Prospective Users;
  - (ii) Advertising, namely:
    - (A) Advertiser Profile; and
    - (B) Centre Profile;
  - (iii) Concierge Services;
  - (iv) Support Services; and
  - (v) Support Fees (if applicable);
- (c) the number of Registrations rejected by E4U;
- (d) any feedback or information from Users or third parties regarding the Agent;
- (e) the quality, accuracy and currency of information and advice provided by the Agent to Prospective Users and Users;
- (f) if satisfied that the Agent has:
  - (i) not engaged in unprofessional conduct, E4U may, at its sole discretion, renew this Agreement; or
  - (ii) engaged in unprofessional conduct, E4U, at its sole discretion, can either terminate this Agreement, or request the Agent within ten (10) Business Days to rectify any breaches or show good cause why this Agreement should not be terminated.

#### 4.7 Implementing preventative measures

E4U will ensure that corrective and preventative measures will be proportionate to any breach under this Agreement which include:

- (a) terminating this Agreement,
- (b) correcting incorrect information provided to Prospective Users or Users; and
- (c) where the Agent refuses to undertake corrective measures provided to the Agent this Agreement will be terminated and the Agent will forfeit any

Commission due for the month the Agreement was terminated and thereafter.

#### **4.8 Exercising proper care**

E4U will exercise proper care under its obligations by:

- (a) providing the Agent with accurate information about the Website and Portal Services to enable the Agent to undertake the Services;
- (b) providing Ongoing Training to the Agent, when requested;
- (c) assessing Registrations from Prospective Users within a reasonable time of receipt;
- (d) not accepting a Registration where E4U deems the Registration to be unsuitable or fraudulent;
- (e) taking immediate corrective action or terminating this Agreement if the Agent has been negligent, careless or incompetent or has engaged in false, misleading or unethical behaviour;
- (f) ensuring the monitoring of the performance of the Agent through the following means:
  - (i) Agent Feedback Form completed by Users;
  - (ii) ongoing and consistent contact with the Agent; and
  - (iii) Agent Console by accessing the Agent Log data.

### **5. Agent commission**

#### **5.1 Where Commission is payable**

Subject to the other provisions of this clause 5, E4U will pay the Agent the Commission where:

- (a) a Centre:
  - (i) is recruited by the Agent;
  - (ii) has published a Centre Profile and / or a Tour, and
- (b) an Advertiser has published an Advertiser Profile and / or a Tour.

#### **5.2 Qualification for payment of Commission**

- (a) An Agent will not be regarded as having recruited the User:
  - (i) unless the User has:

- (A) completed the Registration and nominated the Agent during the Registration process; or
  - (B) after Registration, engages the Agent via the User Console;
- (ii) where the User has terminated the Agent;
- (b) Where the User has terminated the Agent and submits a request to E4U for a new agent and the request has been accepted by E4U and an incoming Agent has been identified; then
  - (i) the request to engage the incoming agent will not have effect until the losing Agent has confirmed the termination; and
  - (ii) the losing Agent has provided confirmation of the termination within two (2) Business Days after having been notified of the termination; otherwise
  - (iii) where the losing Agent fails to confirm the termination within the prescribed time under sub-clause 5.2(b)(ii), the termination will be deemed to have been communicated and confirmed; and
  - (iv) during the Migration Period, E4U will use reasonable endeavours to assist the incoming agent in transferring the User to the incoming Agent;

### **5.3 Where Commission is not payable**

No Commission will be paid to the Agent:

- (a) where the User is recruited through the Website without any Agent involvement;
- (b) unless the Agent has confirmed the Commission Report and submitted an acknowledgment to E4U for payment to be completed:
  - (i) within three (3) Business Days of the Commission Report having been provided to the Agent; and
  - (ii) the Commission Report has not been altered or amended; and
  - (iii) where any amendments are made to the Commission Report, and the amendments are agreed to within three (3) Business days, then the amended Commission value will be paid within three (3) Business Days of the Commission Report; otherwise
  - (iv) the amended Commission Report will be paid within seven (7) Business Days of the amended Commission Report having been agreed to by the Parties.

#### **5.4 Calculating the Billing Period**

For the purpose of calculating when Commission is payable:

- (a) the first billing period of the Term commences on the Portal Services Commencement Date and ends on the earlier of the 27th day of the same, or the next, calendar month; and
- (b) for the remainder of the Term, and any renewal thereof, each subsequent billing period will commence on the 28th day of each calendar month and end:
  - (i) on the 27th day of the next calendar month; or
  - (ii) in relation to a final billing period, at the end of the Actual Term.

#### **5.5 Additional information**

E4U reserves the right to obtain additional information and evidence in relation to the entitlement to any component to the Commission.

#### **5.6 Payment of Commission**

E4U will pay the Commission by EFT payment system into the Bank Account.

### **6. Conflict of interest**

- 6.1 The Agent warrants that, at the time of entering into this Agreement, they do not have a conflict of interest, or that one is likely to arise during the Term of this Agreement.
- 6.2 The Agent will notify E4U, in writing, immediately if, during the Term of this Agreement, a conflict of interest does arise and take such steps as E4U may reasonably require to resolve or otherwise deal with the conflict.
- 6.3 If the Agent fails to notify E4U or is unwilling to resolve or deal with the conflict as required, E4U may terminate this Agreement in accordance with the provisions of clause 9.

### **7. Confidentiality**

7.1 The Agent must keep confidential:

- (a) the Confidential Information; and
- (b) all Marketing Information provided by E4U, other than to the extent disclosure is required to perform the Services; and
- (c) the terms of this Agreement, and

- (d) all other information that may be disclosed by E4U.

7.2 The obligations under this clause 7 will survive the expiry and termination of this Agreement.

## **8. Independent contractor**

8.1 The Agent is not by virtue of this Agreement an officer, employee, partner or agent of E4U and nor do they have any power or authority to bind or represent E4U except as provided in this Agreement.

8.2 The Agent will not represent itself as being an officer, employee or partner of E4U, or as otherwise able to bind or represent E4U except as provided in this Agreement.

## **9. Terminating this agreement**

9.1 Without limiting any other rights or remedies the Parties may have against the other Party arising out of or in connection with this Agreement, either Party may terminate this Agreement (in whole or part) by ninety (90) days written notice if:

- (a) either Party commits a material breach of this Agreement and does not remedy that breach within ten (10) Business Days of that breach being notified to the other Party;
- (b) an Insolvency Event occurs or is likely to suffer an Insolvency Event with respect to either Party;
- (c) a Force Majeure Event occurs; or
- (d) either Party notifies the other Party that it can no longer carry out any of its obligations under this Agreement or is unwilling to do so.

9.2 E4U may terminate this Agreement by the giving of ten (10) days written notice to the Agent if the Agent fails to register any Users during any calendar year.

9.3 Upon termination of this Agreement, E4U will immediately:

- (a) remove the Agent name from the Website database; and
- (b) inform Users who have engaged the Agent of the termination, and invite Users to submit a change of Agent request form; and
- (c) ensure that no further referrals and Registrations will be accepted from the terminated Agent or the User who has nominated the Agent.

9.4 Following termination or expiration of this Agreement, the Agent must:

- (a) submit all Registrations from Prospective Users received up to the date of termination; and then

- (b) submit no further Registrations, and then
- (c) immediately cease to use any advertising, promotional or other Marketing Material supplied by E4U and return all such material to E4U by mail or by a reputable courier; and
- (d) immediately cease to use the Designated Email Account.

9.5 The termination of this Agreement by either Party does not affect any accrued rights or remedies of either Party.

## **10. Consequences of termination or expiry**

At the end of the Actual Term:

- (a) E4U will immediately cease to allow the Agent access to, or use of, the Agent Console; and
- (b) the Agent must:
  - (i) cease and ensure that its officers and employees cease:
    - (A) accessing or using for any purpose the Designated Email Account, E4U Guidelines, Policies and Mark; and
    - (B) otherwise utilising the username and password disclosed to the Agent to access the Agent Console; and
  - (ii) immediately deliver up to E4U all Marketing Material, Information and any Confidential Information in the possession of the Agent when terminated.

## **11. Assignment and subcontracting**

11.1 The Agent will not:

- (a) assign this Agreement or any right under this Agreement without the prior written consent of E4U; or
- (b) subcontract the performance of any part of the Services without:
  - (i) the prior written approval from E4U; and
  - (ii) E4U may impose any terms and conditions it considers appropriate when giving such approval, which approval may, at its discretion, be withheld.

11.2 Notwithstanding any appointment of a subcontractor, the Agent remains fully responsible for performing its obligations under this Agreement.

## 12. Warranty

Escorts4U does not provide any express warranties to the Agent. To the maximum extent permitted by law, Escorts4U will not be liable for any loss, liability or expense incurred by the Agent in relation to the supply of any Portal Services to Users under this Agreement.

## 13. Indemnity

The Agent will indemnify Escorts4U for any loss, liability or expense incurred by Escorts4U as a result of any breach by the Agent of this Agreement or of any negligent or criminal conduct by the Agent.

## 14. GST

- 14.1 All amounts stated in this Agreement do not include any amount for GST. The recipient of a taxable supply (User) must pay an amount equal to the GST payable on the amount to the supplier (E4U) at the same time that the recipient pays the amount to the supplier.
- 14.2 The User will be charged GST when posting a Profile, Tour or accepting any Support Services.
- 14.3 Any Commission payable to the Agent at the end of any Billing Period will include GST as a component of the Commission, if applicable.

## 15. Dispute resolution

- 15.1 The Parties undertake to take all reasonable endeavours in good faith to resolve any disputes which arise under them in connection with the terms of this Agreement.
- 15.2 A Party may give the other Party a notice of dispute (**Dispute Notice**) in connection with the terms of this Agreement. Following the giving of a Dispute Notice, the dispute must initially be referred to a representative with the appropriate authority of each of the Parties, who will use reasonable efforts to resolve the dispute within ten (10) Business Days of giving the Dispute Notice.
- 15.3 If the Parties have not been able to resolve the dispute in accordance with clause 15.2, then the Parties may agree on a process for resolving the dispute through means other than litigation or arbitration, including any mediation or conciliation.
- 15.4 In the event that the dispute has not been resolved within ten (10) Business Days (or other such period as agreed between the Parties in writing) after the Parties have attempted to resolve the dispute under clause 15.2 or the appointment of a mediator or conciliator in accordance with clause 15.3 then either Party may, if it wishes, commence legal proceedings.



- 15.5 Nothing in this clause 15 will prevent either Party from seeking urgent injunctive relief.

## **16. Notices**

- 16.1 Any notice, consent, approval, undertaking, acknowledgement, verification or report contemplated by this Agreement, must be given in writing.
- 16.2 If a notice is:
- (a) delivered by hand, the notice will be deemed to have been received when delivered;
  - (b) sent by mail from within Australia to an address within Australia, the notice will be deemed to have been received five (5) Business Days after the date of posting;
  - (c) sent by mail outside Australia or mailed to an address outside Australia, the notice will be deemed to have been received fifteen (15) Business Days after the date of posting;
  - (d) sent by facsimile, the notice will be deemed to have been received when the sender receives confirmation that the transmission was successful, except that if a notice is deemed to have been received at a time after 5.00pm on a Business Day, or on a day that is not a Business Day, then the notice will be deemed to have been received on the following Business Day;
  - (e) sent by email, it is regarded as having been received by the Party to whom it is addressed on the day the email is transmitted provided always that the email has a delivery receipt.
- 16.3 Notices given to a Party under this Agreement must be given to the addresses, including an email address, and facsimile numbers (if applicable) specified in the Agreement Details.
- 16.4 A Party which changes its address or electronic mail address must give notice of that change to the other Party within two (2) Business days of the change.
- 16.5 The Agent will within two (2) Business Days of any change to their Business trading name advise E4U of that change and submit a copy of the change of name business certificate.

## **17. Entire agreement**

This Agreement represents the Parties entire agreement and its terms replace any prior representations, communications, agreements, statements or understandings, whether oral or in writing, relating to its subject matter.

**18. Variation**

This Agreement can only be altered in writing, signed by both Parties.

**19. Governing law**

19.1 This Agreement is governed by and construed in accordance with the law in force in the State of Western Australia.

19.2 The parties submit to the exclusive jurisdiction of the courts of the State of Western Australia and the Federal Court of Australia.

**20. Waiver**

Failure by either Party to enforce a provision of this Agreement will not be construed as in any way affecting the enforceability of that provision, or this Agreement as a whole.

**21. Severability**

Each provision of this Agreement and each part thereof will, unless the context necessarily requires otherwise, be read and construed as a separate and severable provision or part. If any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

**22. Further assurances**

Each Party must promptly at its own costs do all things (including executing and if necessary delivering all documentation) necessary or desirable to give full effect to this Agreement.

**23. Counterparts**

23.1 This Agreement will be validly executed if signed in any number of counterparts and the counterparts taken together will constitute one agreement.

23.2 Each Party may communicate its execution of this Agreement by successfully transmitting an executed copy of this Agreement by email to the other Party.

**24. Disclosures**

Where either Party determines that the internal or external forces will impact on the carrying out of this Agreement, then it is incumbent upon the Parties to inform each other.

**First Schedule - Agreement Details****Item 1: Agreement Date**

1st October 2020

**Item 2: Agent Details**

Business Name: Well Done Accounts

ABN: 83 517 839 569

Business Address: Unit 5, 35 Hamilton Street Craigieburn Victoria 3064.

Business Number: 0403 052 879

Point of Contact: Ava Lopez

Email Address: [ava@welldoneaccounts.com.au](mailto:ava@welldoneaccounts.com.au)

**Item 3: Commencement Date**

/10/2021 but commencing from the date the Website is launched or sooner if agreed between the parties.

**Item 4: Term**

3 years

**Option Period**

1. 3 years

2. 3 years

**Option Notice Period**

1. 90 Business Days (for Option Period 1.)

2. 90 Business Days (for Option Period 2.)

**Item 5: Territory**

Territory: Victoria

Designated Email Account: [victoria.agent@e4u.com.au](mailto:victoria.agent@e4u.com.au)

**Item 6: Services**

- (a) Advertisers, when engaged:
  - present, promote and sell the Portal Services and Support Services using solid arguments
  - establish, develop and maintain positive business relationships; and
  - to the extent that the Agent is able to, reach out through cold calling
- (b) Massage Centre:
  - identify, contact and recruit
  - present, promote and sell the Portal Services using solid arguments
  - perform cost-benefit and needs analysis to meet their needs
  - establish, develop and maintain positive business relationships
  - reach out through cold calling
  - co-ordinate sales effort with E4U where appropriate
- (c) Generally:
  - have the required knowledge base
  - expedite the notification of User problems and complaints to E4U so as to maximise a speedy resolution
  - analyse the territory/market potential, track sales and status reports through the Agent Log
  - provide E4U with reports on User needs, problems, interests, competitive activities, and potential for new products and services
  - keep abreast of best practices and promotional trends
  - continuously improve through feedback

**Item 7: KPI Requirements**

1. Number of Prospective Users.
2. Number of confirmed Registrations.
3. Productivity and opportunities created (Agent Log).
4. Number of Concierge Services taken up by a User.

**Item 8: Bank Account**

Account name: Ava Lopez

BSB: 062 217

Account number: 1068 0478

**Item 9: Initial Training**

10 hours or part thereof.

**Item 10: Ongoing Training**

(a) further training<sup>(1)</sup>: \$ 55.00 per hour

(b) Ongoing Training: \$ 55.00 per hour

Note: 1. Pursuant to clause 3.1(b).

## Second Schedule - Commission Details

### Item 1: Assumptions

Sign up fee for a Massage Centre<sup>(1)</sup>: \$ 20.00

Daily advertising rates:	Platinum:	\$ 8.00
	Gold:	\$ 6.00
	Silver:	\$ 4.00
	Centre:	\$ 30.00

Percentage rate for advertising commission<sup>(2)</sup>: 5%

Notes: 1. Once off payment on Registration.

2. Percentage rate applied to the Membership Type.

### Item 2: Commission Payment

Commission will be paid on the following basis<sup>(1)</sup>:

(a) recruited Massage Centres;

(b) Profiles and Tours<sup>(2)</sup>,

and for the duration of the Term.

Notes: 1. At the end of a Billing Period.

2. Paid for the duration of the Profile and/or Tour.

### Item 3: Recommended fees for Support Services

Service Type Fee:

- Create a Profile \$ 50.00

Explanation: Create the Advertiser's Profile via the Agent Console, save to archives and post the Profile. Select data from the Profile Information.

- Edit a Profile \$ 20.00

Explanation: Edit the Advertiser's Profile via the Agent Console and post or re-post the Profile. Replace or change data from the Profile Information.

- Create a Tour \$ 50.00

Explanation: Create the Advertiser's Tour via the Agent Console, save to archives and post the Tour. Select data from the Advertiser's archives and Profile

Information, as applicable.

- Edit a Tour \$ 20.00  
Explanation: Edit the Advertiser's Tour via the Agent Console and post or re-post the Tour. Replace or change data from the Advertiser's archives and Profile Information, as applicable.
- Upload media: \$ 20.00  
Explanation: Upload the Advertiser's media (photos and / or video) to the Advertiser's Console for verification by E4U.
- Complete Profile Information: \$ 30.00  
Explanation: Complete the Advertiser's Profile that was started by the Advertiser, save the Profile to archives and publish the Profile (if requested by the Advertiser).
- Organise Profile archives: \$ 50.00  
Explanation: Organise the Advertiser's Profiles and Tours in the archives, including, but not limited to, editing a Profile data file name.
- Organise a Concierge service: \$ 75.00  
Explanation: Complete a Concierge Services request, assist with the delivery if applicable.

**EXECUTED as an agreement**

**Executed by Cornitatus Pty Ltd** )  
ACN 653 259 191 in accordance with section 127(1) )  
of the Corporations Act 2001 Cth) by authority of its )  
directors: )

\_\_\_\_\_  
(Wayne Primrose - director)

Date: /10/2021

\_\_\_\_\_  
(Todd Zani - director)

Date: /10/2021

**Signed by Ava Lopez** )  
in the presence of: )

\_\_\_\_\_  
(Signature of Agent)

Date: /10/2021

-----  
(Signature of witness)

\_\_\_\_\_  
(Name of Witness)





### **For Enquiries**

Phone: 1300 666 989

Email: [admin@e4u.com.au](mailto:admin@e4u.com.au)

Web: [www.escorts4u.com.au](http://www.escorts4u.com.au)

### **Postal**

GPO Box T1756  
Perth WA 6001