

Introduction Agreement

IMPORTANT – READ CAREFULLY:

By completing the electronic acceptance process and clicking the acceptance button, you warrant that you:

- (a) are 18 years of age or older;
- (b) have the authority to, or are authorised to sign for and bind, the contracting party defined below as the “*Individual*” to this Agreement; and
- (c) have read, understood and agree on behalf of the Individual to be bound by this Agreement.

If you do not have such authority, or if you do not agree with this Agreement, you must not click the acceptance button, your registration process will be discontinued and you may not use or have access to the Engagement List.

This Agreement is a legal and binding instrument entered into as on the Effective Date between Active Pathways Pty Ltd (ACN 150 721 207) trading as PickStar (“**PickStar**”) and the Individual.

PickStar reserves the right to amend this Agreement from time to time. The current version of this Agreement can be viewed by clicking the “*Terms and Conditions*” link located on the Website and shall apply if it is different to this Agreement.

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, unless the context requires otherwise:

Agreement means this introduction agreement as amended, varied or supplemented from time to time;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Western Australia;

Confidential Information means any and all information in any form which relates directly or indirectly to the business of a Party or a Party’s past or future business, operations, administration or strategic plans and includes, without limitation:

- (a) trade secrets, formulae, specifications, inventions (whether patentable or not), products, equipment, materials, manufacturing processes, technical data, drawings, sketches, notes, reports, marketing plans, strategies, financial information, forecasts, business contacts, customer lists and other information or technology created;

- (b) any information that would reasonably be considered or expected to be confidential in nature; and
- (c) the terms of this Agreement;

Content means the text, information, data, graphics, images, audio, video, design, organisation, compilation, meta data, look and feel, and all other protectable intellectual property contained on, within and available through the Website;

Customer means individual or business customers who subscribe to services provided by Pickstar;

Customer Details means a Customer's contact information as provided to Pickstar by the Customer, as amended and updated from time to time;

Effective Date means the later of, the date of electronic acceptance of this Agreement by the Individual and the date of acceptance of the Individual's online registration by PickStar;

Engagement means an event, marketing opportunity or engagement offered or arranged by a Customer in relation to which a Customer wishes to engage the services of a current or former elite athlete, sports person or other individual;

Engagements List means the list of potential Engagements available which is accessible via the Website;

Individual means the individual that enters into this Agreement with PickStar;

Individual Details means the Individual's contact information and limited Individual information as provided to Pickstar by the Individual, as amended and updated from time to time;

Party means each party to this Agreement;

Privacy Policy means the PickStar privacy policy which can be viewed by clicking the "*Privacy Policy*" link located on the PickStar website; and **Website** means PickStar's website through which the Individual may access the Engagements List.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) the clause headings are for ease of reference only and will not be relevant to interpretation;
- (b) a reference to a clause number is a reference to its sub-clauses;
- (c) a reference to a section, clause, recital, schedule, appendix or annexure is to a section, clause, recital, schedule, appendix or annexure in this Agreement;
- (d) words in the singular include the plural and vice versa;

- (e) words importing a gender include any other gender;
- (f) “including” and similar expressions are not words of limitation;
- (g) a reference to a person includes bodies corporate and unincorporated associations and partnerships;
- (h) where a word or a phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (i) the recitals for this Agreement do not form part of the Agreement;
- (j) dollars references are references to Australian currency;
- (k) a reference to a statute, ordinance, code or other law includes all regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them;
- (l) an obligation on the part of two or more persons bind them jointly and severally;
- (m) a reference to a Party to this Agreement includes that Party's executors, administrators, nominees and assigns; and
- (n) in the interpretation of this Agreement, no rule of contract interpretation applies to the disadvantage of a Party on the basis that it put forward this Agreement or any part of it.

2 ONLINE REGISTRATION

2.1 Registration Process

To access the Engagements List, the Individual must complete the online registration process, including the Individual's electronic acceptance of this Agreement, and PickStar may then accept or reject such online registration. PickStar may reject an online registration by a potential Individual in its sole discretion and shall not be obliged to provide a reason for its rejection. If PickStar rejects a potential Individual's online registration, the potential Individual may submit a new online registration for re-evaluation by PickStar.

2.2 Individual Details

- (a) The Individual acknowledges and agrees that:
 - (i) all Individual Details provided by or on behalf of the Individual must be current, complete and accurate;
 - (ii) the Individual shall provide PickStar with details of and contact information for the Individual's manager or agent (if any) as part of the Individual Details;
 - (iii) the Individual is solely responsible for updating such Individual Details as necessary; and

- (iv) the Individual will have access to the Individual Details and may update or correct it as necessary.
- (b) PickStar reserves the right to terminate this Agreement immediately if any Individual Details are found to be inaccurate, incomplete and/or not current at any time.
- (c) Individual Details are subject to processing by PickStar for the purposes of managing the Individual's account.

2.3 Account Password/Security

As part of the online registration process, the Individual shall select a password. Customer acknowledges and agrees that the Individual is entirely responsible for maintaining the confidentiality of its password and account, and is solely responsible for any and all activities that occur under its account. The Individual agrees to notify PickStar immediately of any unauthorised use of its account or any other breach of security. PickStar shall not be liable for any loss that the Individual may incur as a result of a third party using its password or account, either with or without the Individual's knowledge. The Individual may be held liable for losses incurred by PickStar and/or any other party due to a third party using the Individual's account or password.

2.4 Privacy

PickStar's use of any information provided by Customer, including the Individual Details is set out in this Agreement and PickStar's current Privacy Policy.

2.5 Reserved Rights

PickStar reserves the right to:

- (d) modify, suspend or terminate access to the Engagements List or its Website at any time for any reason without notice or compensation, including the right to require the Individual to change its password; and
- (e) delete all program and data files associated with Customer's account including Individual Details.

3 TERM

This Agreement shall commence on the Effective Date and continue until either party terminates the Agreement in accordance with the terms of this Agreement.

4 ENGAGEMENTS

The Parties agree and acknowledge that:

- (a) during the currency of this Agreement the Individual may access and use the Engagements List pursuant to and in accordance with the provisions of this Agreement;
- (b) Pickstar will inform the Individual (including by email or by other electronic means)

- about potential Engagements;
- (c) the Individual shall inform Pickstar which (if any) potential Engagements the Individual is willing to accept or wishes to be considered for;
 - (d) if a Customer selects the Individual to attend an Engagement for the Customer, the following provisions shall apply:
 - (i) PickStar shall provide the Individual with the Customer Details;
 - (ii) PickStar shall notify the Individual's manager or agent (if the Individual has noted a manager or agent in the Individual Details) that the Individual has been selected for an Engagement;
 - (iii) the Individual shall, or shall cause the Individual's manager or agent (if applicable) to, contact the Customer directly to negotiate and document the terms and conditions of the Engagement, excluding the fee for the Engagement which shall be set at the fee that was stated for that Engagement by the Customer as noted on the Engagements List;
 - (iv) PickStar shall request that the Customer pays the fee for the Engagement to PickStar at least one week prior to the date set for the Engagement and PickStar shall hold the fee paid by the Customer for the Engagement in PickStar's holding account;
 - (v) PickStar shall release the fee paid by the Customer for the Engagement and held by PickStar to the Individual as soon as the Athlete has attended the Engagement; and
 - (vi) the Athlete irrevocably authorises PickStar to refund the fee paid by the Customer for the Engagement and held by PickStar to the Customer without set-off or deduction if the Individual did not attend the Engagement; and
 - (e) If a Customer informs PickStar that an Engagement is cancelled after having selected the Individual for the Engagement and:
 - (i) PickStar is holding the fee paid by Customer for the Engagement in its holding account at the time of cancellation, PickStar shall release 50% of the fee paid by Customer for the Engagement to the Individual and shall refund 50% of the fee paid by the Customer for the Engagement to Customer; or
 - (ii) PickStar is not holding the fee paid by Customer for the Engagement at the time of cancellation, PickStar shall request that the Customer pay 50% of the fee for the Engagement to PickStar within five (5) Business Days of such cancellation; however, PickStar shall have no obligation to do anything further in relation to collecting this debt from the Customer including commencing legal action against the Customer. PickStar shall release the Customer's payment of 50% of the fee for the Engagement to the Individual

once PickStar receives the payment from the Customer.

5 CONSENT

The Individual agrees, acknowledges and consents to:

- (a) receiving information from Pickstar (including by email or by other electronic means) about any potential Engagements;
- (b) Pickstar notifying the Individual's manager or agent (if the Individual has noted a manager or agent in the Individual Details) when the Individual is selected by a Customer for an Engagement;
- (c) PickStar publishing and displaying the Individual's name on the public pages of Pickstar's website; and
- (d) PickStar publishing and displaying the Individual's profile, which shall be prepared and updated from time to time by the Individual, on the pages of the Pickstar website that are accessible to Customers.

6 ACKNOWLEDGEMENTS

The Individual acknowledges and agrees that the Individual shall make its own inquiries, and shall satisfy itself, in respect of:

- (a) the quality, solvency, reputation and activities of a Customer; and
- (b) the value, quality, safety, security and nature of an Engagement,

before it enters into an agreement with a Customer in relation to an Engagement.

7 REPRESENTATIONS AND WARRANTIES

7.1 Each Party warrants to the other Party that it has all necessary authority to enter into and perform its obligations under this Agreement without the consent of any third party or breach of any contract or agreement with any third party.

7.2 Pickstar makes no representations or warranties:

- (a) as to the number of potential Engagements (if any) that may be available;
- (b) as to the quantity, quality, solvency, reputation and activities of Customers;
- (c) as to the value, quantity, quality, safety, security and nature of potential Engagements that Pickstar may inform the Individual about;
- (d) as to the value, quantity, quality, safety, security and nature of Engagements that the Individual will be engaged by Customers to attend;
- (e) that the Engagements List and/or Website will be uninterrupted, timely or error-

free

7.3 The Individual represents and warrants to Pickstar that:

- (a) in dealing with Customers and attending to an Engagement, the Individual shall conduct itself in a proper, professional and workmanlike manner;
- (b) in attending to an Engagement, the Individual shall comply with all reasonable and lawful directions of a Customer;
- (c) the Individual shall not take any action, allow any action to be taken, or conduct itself in any manner that would or could potentially cause damage to Pickstar's reputation.

8 INDIVIDUAL'S RIGHTS AND RESTRICTIONS

8.1 Restrictions on Use of Services and Website

The Individual must not:

- (f) access and/or engage in any use of the Engagements List or Website:
 - (i) in a manner that abuses or materially disrupts PickStar's networks, security systems, Engagements List or Website; or
 - (ii) to communicate any message or material that is deemed harassing, threatening, indecent, obscene, slanderous, or otherwise unlawful;
- (g) use the Engagements List or Website for fraudulent or illegal purposes;
- (h) market, offer to sell, sell and/or otherwise resell the Engagements List to any third party;
- (i) make any representations with respect to PickStar, the Engagements List or this Agreement;
- (j) use web-accelerated browsers or products (including but not limited to NetJet, NetSonic, MSIECrawler and Teleport-Pro), or other applications that are capable of copying large portions of Content;
- (k) use robots and crawlers, or similar technology on the Website;
- (l) use any device, software or routine or the like to interfere or attempt to interfere with any Website functionality;
- (m) take any action that imposes an unreasonable or disproportionately large load on the Website infrastructure;
- (n) use any email addresses appearing on the Website for purposes not relating specifically to the Website or this Agreement;

- (o) access the Website by any means other than through the interface that is provided by PickStar, or access or attempt to access any area of the Website to which the Individual's access is not authorised;
- (p) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to discover any source code relating to the Website, Content, the Engagements List and/or any other aspect of PickStar's technology, except to the extent that such activity is expressly permitted by law notwithstanding this limitation;
- (q) rearrange or modify the Content;
- (r) create abstracts, scrape or display headlines, from the Content for use on another website or service or use the Content for commercial purposes, including without limitation algorithmic trading programs; and
- (s) upload, post or submit any Content to weblogs, newsgroups, mail lists or electronic bulletin boards without PickStar's prior written consent.

8.2 Limited Grant of Rights

No other rights are granted to the Individual except as expressly set out in this Agreement.

9 DEFAULT AND TERMINATION

9.1 PickStar Termination without Cause

PickStar may:

- (a) discontinue or change all or any part of the Engagements List, or its availability to the Individual; or
- (b) terminate this Agreement and the Individual's access to and use of the Engagements List, or any portion of the Engagements List,

immediately, in PickStar's sole discretion, at any time without cause.

9.2 Individual Termination without Cause

The Individual may terminate this Agreement without cause by giving not less than 20 Business Day's notice in writing to PickStar. This Agreement shall terminate at the expiration of the period of notice.

9.3 Termination for Cause

A Party may terminate this Agreement at any time by notice in writing to the other Party (Defaulting Party) if any of the following apply:

- (a) the Defaulting Party fails to carry out any provision of this Agreement, the failure is capable of remedy and the Defaulting Party does not remedy that failure within five (5) Business Days after written notice to the Defaulting Party requiring it to be

remedied;

- (b) the Defaulting Party fails to carry out any material provision of this Agreement and the failure is not capable of remedy; or
- (c) a warranty given by the Defaulting Party in this Agreement is materially incorrect.

9.4 Effect of Termination

Upon termination of this Agreement:

- (t) the Individual shall immediately discontinue all access to and use of the Engagement List;
- (u) PickStar shall disable Customer's account; and
- (v) neither Party shall be liable for any damages resulting from a termination of this Agreement in accordance with clauses 9.1, 9.2 or 9.3; however, the termination of this Agreement shall not affect any claim arising prior to such termination.

10 LIABILITY AND INDEMNITY

10.1 The Individual indemnifies Pickstar from and against any claim, cost, damages, loss or liability of any kind (including legal costs and disbursements in defending or settling the claim giving rise to the same) however suffered or incurred by Pickstar arising directly or indirectly as a result of or in connection with:

- (a) any breach of this Agreement by the Individual;
- (b) any loss, damage, personal injury or death caused by the acts, omissions or negligence of the Individual in relation to or arising out of an Engagement or a potential Engagement; and
- (c) any loss, damage, personal injury or death caused by the acts, omissions or negligence of a Customer in relation to or arising out of an Engagement or a potential Engagement.

10.2 The Individual acknowledges that Pickstar will provide a forum which may or may not create opportunities of Engagements for the Individual and that any Engagement will ultimately be between the Individual and the Customer and the Customer will be liable in all respects for paying any Engagement fee to the Individual.

10.3 Subject to clause 11, where Pickstar breaches its obligations of confidentiality, Pickstar's liability to the Individual arising out of or in connection with this Agreement shall not exceed \$100 in aggregate.

10.4 Pickstar shall not be liable for any indirect, special, consequential or incidental loss, exemplary or other damages arising out of or in connection with this Agreement.

11 CONFIDENTIAL INFORMATION

- 11.1 Subject to clauses 11.2 and 11.3, neither Party shall disclose to any third party any Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement, without the prior written consent of the other Party.
- 11.2 Clause 11.1 shall not apply to any Confidential Information that
- (a) is publicly disclosed through no fault of the receiving Party;
 - (b) is already lawfully in the receiving Party's possession and not subject to a confidentiality obligation to the disclosing Party;
 - (c) becomes known to the receiving Party from a third party having an apparent bona fide right to disclose the Confidential Information;
 - (d) needs to be disclosed to a Customer by Pickstar in order to facilitate an Engagement opportunity; or
 - (e) is Confidential Information that the receiving Party is obliged to produce pursuant to an order of a court of competent jurisdiction or by law, provided the receiving Party supplies the disclosing Party with timely notice of such requirement for disclosure.
- 11.3 The Parties may disclose the contents of this Agreement to their advisors, legal representatives, employees, agents and consultants provided that those parties are aware of these confidentiality requirements and strictly comply with them.

12 COPYRIGHT

The Individual agrees and acknowledges that:

- (a) the Content contains proprietary material of PickStar which is protected by copyright and other laws respecting proprietary rights;
- (b) PickStar retains all rights in the Content, including (without limitation) all copyright and other proprietary rights worldwide in all media;
- (c) the Individual may not use Content except as expressly permitted under this Agreement and applicable copyright laws;
- (d) no part of the Content may be reproduced or duplicated in any medium or format beyond the express terms of this Agreement without the prior written consent of PickStar;
- (e) the Individual may not and may not permit others to reproduce, publish, distribute, sell, or otherwise access or use the Content or any material retrieved from or contained in Content in any manner whatsoever that may infringe any copyright or proprietary interest of PickStar;
- (f) the Individual may not rent, sublicense, lease, transfer or assign the Content;

- (g) the Content is highly proprietary in nature and any unauthorised copying, transfer or use of Content may cause PickStar irreparable injury that cannot be adequately compensated for by means of monetary damages; and
- (h) any breach of this clause 12 by the Individual, may be enforced by PickStar by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other available rights and remedies.

13 PUBLICITY

A Party must not refer to or use the name of the other Party in any publicity release, announcement, advertising or promotion without the other Party's prior written consent.

14 NOTICES

- 14.1 A notice or other communication connected with this Agreement ("**Notice**") has no legal effect unless it is in writing.
- 14.2 Any Notice by a Party may be given and may be signed by its solicitor.
- 14.3 In addition to any other method of service provided by law, a Notice may be:
 - (a) if the address is in Australia and the Notice is sent from within Australia - sent by prepaid ordinary post to the address for service of the addressee;
 - (b) if the address is outside Australia or if the Notice is sent from outside Australia - sent by prepaid airmail to the address for service of the addressee; or
 - (c) delivered at the address for service of the addressee.
- 14.4 A certificate signed by a Party giving a Notice or by an officer, employee or solicitor of that Party stating the date on which that Notice was sent or delivered under clause 14.3 is prima facie evidence of the date on which that Notice was sent or delivered.
- 14.5 If the Notice is sent or delivered in a manner provided by clause 14.3, it must be treated as given to and received by the Party to which it is addressed:
 - (a) if sent by post from within Australia to an address in Australia - on the 2nd Business Day (at the address to which it is posted) after posting;
 - (b) if sent by post to an address outside Australia or sent by post from outside Australia - on the 5th Business Day (at the address to which it is posted) after posting; or
 - (c) if otherwise delivered before 5 p.m. on a Business Day at the place of delivery - upon delivery and otherwise on the next Business Day at the place of delivery.
- 14.6 If a Notice is served by a method which is provided by law but is not provided by clause 14.3, and the service takes place after 5 p.m. on a Business Day, or on a day which is not a Business Day, it must be treated as taking place on the next Business Day.

14.7 A Notice sent or delivered in a manner provided by clause 14.3 must be treated as validly given to and received by the Party to which it is addressed even if:

- (a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
- (b) the Notice is returned unclaimed.

14.8 The Parties' addresses for service are as set out in this Agreement.

14.9 A Party may change its address for service by giving Notice of that change to the other Party.

15 FURTHER ASSURANCE

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

16 RELATIONSHIP OF THE PARTIES

16.1 Neither Party has, nor may it represent that it has, any power, right or authority to bind the other Party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in the other Party's name.

16.2 Nothing stated in this Agreement shall be construed as constituting Pickstar and the Individual as partners, or as creating the relationship of employer and employee, master and servant or principal and agent between the Parties.

17 ASSIGNMENT

The Individual shall not assign or transfer or purport to assign or transfer any or all of its rights or obligations under this Agreement except with the prior written consent of Pickstar.

18 SEVERANCE

If any part of this Agreement is, or becomes void or unenforceable, that part is or will be, severed from this Agreement to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

19 ENTIRE AGREEMENT

This Agreement and the contracts, agreements and arrangements contemplated by or referred to in this Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and contains all of the representations, warranties, covenants and agreements of the Parties in relation to the subject matter of the Agreement as at the date of this Agreement.

20 NO WAIVER

- 20.1 A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 20.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- 20.3 A waiver is not effective unless it is in writing.
- 20.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

21 VARIATION

PickStar may modify this Agreement from time to time in its sole discretion and without notice to the Individual. The Individual should review this Agreement periodically to ensure familiarity with its then-current terms and conditions. The Individual's continued use of the Engagements List and Website following any modification of this Agreement shall constitute The Individual's acceptance of such modifications to this Agreement.

22 GOVERNING LAW

- 22.1 The laws of Western Australia and where applicable, the Commonwealth of Australia, apply to this Agreement.
- 22.2 The Parties each unconditionally submit to the exclusive jurisdiction of the courts of Western Australia and where applicable, the Commonwealth of Australia, sitting in Perth, Western Australia.
- 22.3 The Parties each waive any right that they may have to object to an action being brought in those courts on any grounds whatsoever, including but not limited to a claim that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

