

## Talent/Manager Registration Agreement

By completing the electronic registration process on the below defined Website and clicking the button titled 'I accept the Terms and Conditions' ('**Registration**'), the individual described in the Registration being either: a current or former elite athlete or sports person, or a person who is objectively known as a 'celebrity' (the/a '**Talent**') or the manager of a Talent (the/a '**Manager**') (together the '**Applicant**', defined as '**You**' or '**Your**' as the context allows), irrevocably agrees that, subject to '**PickStar**' or '**We**' (being Active Pathways Pty Ltd ACN 150 721 207 trading as PickStar) accepting Your Registration in its sole discretion, this Registration Agreement ('**Agreement**') becomes a legally binding contract between You and PickStar (together the '**Parties**' and individually a/the '**Party**').

### Capacity in which a Manager enters into this Agreement as agent for Talent (if applicable)

Where a Manager accepts the terms of this Agreement on behalf of a Talent that it asserts it represents, then:

- the Manager warrants in favour of PickStar that it has the sole and exclusive capacity to bind the Talent to this Agreement as agent for the Talent (and indemnifies PickStar against any loss in connection with this warranty);
- the Manager agrees it enters into the Agreement as agent for the Talent (and agrees that the Talent is personally bound to perform under this Agreement on the terms of this Agreement);
- the Manager will procure that the Talent will observe each and every provision of this Agreement as if they were personally bound;
- the Manager will ensure that the Talent separately ratifies this Agreement in writing subsequently if required by PickStar for any reason; and
- in the circumstance where the Manager has ceased to be the Manager of the Talent, then the Manager will inform PickStar of that fact immediately.

PickStar operates an online web-based platform at <https://pickstar.com.au> ('**Website**') through which personal engagement events between Talent and clients of PickStar ('**Clients**') are facilitated for marketing campaigns, guest speaking, corporate events and engagements of a similar or ancillary nature ('**Services**').

If You, as the Applicant, are the Talent, You agree to participate in the Services as governed by the terms and conditions of this Agreement.

If You, as the Applicant, are the Manager, You warrant that the Talent you represent has agreed to participate in the Services as governed by the terms and conditions of this Agreement and in addition agree to the terms above expressed under the heading 'Capacity in which a Manager enters into this Agreement as agent for Talent'.

By completing the Registration, You warrant that you:

- a) Are 18 years of age or older;
- b) have the authority to, or are otherwise authorised to be bound to this Agreement; and



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- c) have read, understood, agreed to and accept all of the terms, conditions and obligations contained in this Agreement and arising as a result of Your Registration.

We may amend and/or vary this Agreement at any time and in our sole discretion (so long as that amendment and/or variation is reasonable) by sending You a revised version of this Agreement to the email address You provided in Your Registration. You agree to accept this Agreement as amended and/or varied in these circumstances. Your continued use of the Website following any modification of this Agreement shall constitute acceptance of such amendments and/or variations.

## 1. Registration

- 1.1 PickStar will review Your Registration and in doing so retain a sole discretion to either accept or reject Your Registration.
- 1.2 PickStar is not obliged to provide You any reason for its decision.
- 1.3 If Your Registration is rejected, You may submit a new Registration for re-evaluation by PickStar at any subsequent time.
- 1.4 This Agreement is effective from the date in which it is vetted and You are notified that it has been positively accepted by PickStar (**'Effective Date'**).
- 1.5 The Applicant acknowledges and agrees that:
- 1.5.1 all the information provided in the Registration is correct, complete and accurate (and not misleading or deceptive in any way) (**'Registration Details'**); and
- 1.5.2 if the Registration Details change at any time after this Agreement is accepted, it is Your responsibility to access the Website and update Your Registration Details as necessary to remain in compliance with Your obligations under this Agreement.
- 1.6 PickStar reserves the right to terminate this Agreement effective immediately if any Registration Details are found to be inaccurate, incomplete, misleading and/or not current.
- 1.7 You acknowledge that PickStar may use and process the Registration Details for the purposes of managing Your Registration if accepted.

## 2 Account Security & Password

- 2.1 As part of Your Registration, You are required to select a password to access Your account on the Website (**'Account'**).
- 2.2 You acknowledge and agree that maintaining the confidentiality of the password associated with Your Account is solely Your responsibility.

- 2.3 You agree to notify PickStar immediately of any unauthorised use of Your Account or any other breach of security including the dissemination of Your Account password.
- 2.4 PickStar accepts no liability for any loss incurred by You as a result of any third party or unsanctioned access to Your Account, either with or without Your knowledge.
- 2.5 You acknowledge that You may be held liable for losses incurred by PickStar and/or any other party (including a Client) as a result of a third party accessing Your Account.

### 3 Privacy

- 3.1 PickStar's use of Your Registration Details and other information associated with Your Account or with the Talent is set out in the associated [Privacy Policy](#).

### 4 Reserved Rights

PickStar reserves the right to:

- 4.1 modify, suspend or terminate Your access to the Website or Client engagements within the Services at any time for any reason without notice or compensation;
- 4.2 require You to change Your Account password; and
- 4.3 delete all program and data files associated either with Your Account including Registration Details or any other party associated with the Services (including the Client),

and the Applicant agrees to carry out such acts required to give effect to PickStar's directions under this **clause 4**.

### 5 Term of Agreement

This Agreement shall commence on the Effective Date and continue until either Party terminates this Agreement in accordance with the terms herein ('**Term**').

### 6 Services

The Parties agree and acknowledge that:

- 6.1 during the Term, You may access the Website and consider any requests by Clients (from time to time) to engage with the Talent, which will be noted on Your Account engagement list ('**Personal Engagement List**');
- 6.2 if a Client makes a Talent request, this will be noted on Your Personal Engagement List and PickStar will inform You (including by email or by other electronic means as indicated within Your Registration Details) of the request to engage with the Talent;



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- 6.3 it is Your responsibility to inform PickStar, via Your Account on the Website, within 48 hours from receiving a request(s), which (if any) requests in Your Personal Engagement List You are willing to accept or consider in greater detail;
- 6.4 if You accept a request in Your Personal Engagement List, which is subsequently confirmed by the Client, this constitutes the confirmation of the facilitation of a personal engagement event between Talent and the Client directly ('**Engagement**'). In these circumstances, the following provisions apply only at the point of Engagement confirmation:
- 6.4.1 We will send You a confirmation email that the Engagement has been confirmed;
  - 6.4.2 You understand and acknowledge that a separate and distinct contract has been formed between the Talent and the Client on the terms of the Engagement (which does not have PickStar as a party to it);
  - 6.4.3 We will provide You with access to the Client's details on the Website; and
  - 6.4.4 You agree and undertake to only contact the Client through the online chatroom between You and the Client as facilitated on the Website, for the purposes of agreeing to any further commercial terms of the Engagement.

## 7 Consent

By this Agreement, the Applicant agrees, acknowledges and consents to:

- 7.1 Receiving information from PickStar (including by email or by other electronic means as indicated within Your Registration Details) about a Talent's requests and/or Engagements;
- 7.2 PickStar notifying You when a Talent is confirmed by a Client for an Engagement;
- 7.3 PickStar's rights (as the holder of funds) to withhold any funds paid by the Client to the Talent until confirmation by the Client of the Talent's attendance pursuant to the Engagement;
- 7.4 PickStar publishing and displaying a Talent's name on the pages of the Website; and
- 7.5 PickStar publishing and displaying a Talent's profile ('**Profile**'), which shall be prepared and updated from time to time by You, on the pages of the Website accessible to Clients.

## 8 Acknowledgements

The Applicant acknowledges and agrees that the Applicant is responsible for making inquiries in respect of:

- 8.1 the quality, solvency, reputation and activities of a Client; and
- 8.2 the value, quality, safety, security and nature of an Engagement,

upon confirmation of an Engagement (and releases and holds PickStar harmless against any loss in connection with the subject matter of this **clause 8**).

## 9 Representations & Warranties

- 9.1 Each Party warrants to the other that it has all necessary authority to enter into and perform its obligations under this Agreement without the consent of any third party and in doing so, would not be in breach of any contract or agreement with any third party.
- 9.2 PickStar makes no representations or warranties:
  - 9.2.1 as to the number of Talent requests by Clients and/or Engagements facilitated;
  - 9.2.2 as to the quantity, quality, solvency, reputation and activities of Clients;
  - 9.2.3 as to the value, quantity, quality, safety, security and nature of Talent requests by Clients;
  - 9.2.4 as to the value, quantity, quality, safety, security and nature of Engagements; and
  - 9.2.5 that Your Personal Engagement List and/or use of the Website will be uninterrupted, timely or free from error.
- 9.3 The Applicant represents and warrants in favour of PickStar that:
  - 9.3.1 in communicating with Clients on the online Website chatroom and attending Engagements, Talent shall conduct themselves in a proper, professional and workmanlike manner (and will otherwise not engage in any defamatory, sexist or racist communications);
  - 9.3.2 in attending Engagements, Talent shall comply with all reasonable and lawful directions of Clients;
  - 9.3.3 no action shall be taken, allowed, or conducted in any manner that would or could potentially cause damage to PickStar's reputation; and
  - 9.3.4 the Profile is accurate and not misleading in any way, and does not contain any material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive or harassing.

## 10 Applicant Restrictions

The Applicant must not:

- 10.1 access and/or engage in any use of the Account, the primary Website engagement list containing other registered talent ('**Public Engagement List**') or the Website itself:
  - 10.1.1 in any manner that abuses, seeks to reverse engineer or materially disrupts PickStar' networks, security systems or Website; or
  - 10.1.2 to communicate to a Client in a manner that is not in accordance with this Agreement or otherwise is threatening, deemed as harassment, indecent, obscene, slanderous, or unlawful in any way;
- 10.2 use the Personal Engagement List, Public Engagement List or Website for fraudulent or illegal purposes;
- 10.3 market, offer to sell, sell and/or otherwise resell the Public Engagement List to any third party;
- 10.4 make any representations with respect to (or on behalf of) PickStar, the Public Engagement List or this Agreement;
- 10.5 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 text, information, data, graphics and all other protectable intellectual property contained on and available through, the Website ('**Protected Content**');
- 10.6 use robots and crawlers, or similar technology on the Website;
- 10.7 use any device, software or routine or the like to interfere or attempt to interfere with the Website functionality;
- 10.8 take any action that imposes an unreasonable or disproportionately large load of data on the Website and/or its infrastructure;
- 10.9 use any Client details provided through an Engagement for purposes outside of the Engagement;
- 10.10 access the Website by any means other than through the Website interface, or access or attempt to access any area of the Website to which access is not authorised;
- 10.11 modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to discover any source code relating to the Website, Protected Content, the Public Engagement List and/or any other aspect of PickStar' technology, except to the extent that such activity is expressly permitted by law;
- 10.12 rearrange, reverse engineer or modify the Protected Content;



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- 10.13 create abstracts, scrape or display headlines, from the Protected Content for use on another website or service or use the Protected Content for commercial purposes, including without limitation algorithmic trading programs; or
- 10.14 upload, post or submit any content regarding a Client, an Engagement or PickStar to social media, weblogs, newsgroups, mail lists or electronic bulletin boards except as directed or approved by PickStar, or as expressly permitted by clause 19.

You acknowledge and agree that PickStar may, at any time in its sole discretion, discontinue or change all or any part of:

- 10.15 Your Personal Engagement List;
- 10.16 Your availability to potential Clients on the Public Engagement List; or
- 10.17 Your access to and use of any functionality of the Website, including Your Personal Engagement List or any portion of the Public Engagement List.

## 11 Applicant Rights

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

## 12 Default & Termination

- 12.1 Either Party may terminate this Agreement without cause by giving not less than 20 business days' notice in writing to the other Party ('**Notice Period**'). This Agreement shall terminate at the expiration of the Notice Period.
- 12.2 Either Party may terminate this Agreement at any time by notice in writing to the other Party ('**Defaulting Party**') if any of the following apply:
  - 12.2.1 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;
  - 12.2.2 the Defaulting Party fails to carry out any material provision of this Agreement and the failure is not capable of remedy; or
  - 12.2.3 a warranty given by the Defaulting Party in this Agreement is materially incorrect.
- 12.3 Upon termination of this Agreement:
  - 12.3.1 unless directed otherwise by PickStar, You must complete any Engagements which have already been agreed prior to termination, in accordance with the terms of this Agreement;
  - 12.3.2 You shall otherwise immediately discontinue all access to and use of Your



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Personal Engagement List;

12.3.3 PickStar shall disable Your Account; and

12.3.4 neither Party shall be liable for any damages resulting from a termination of this Agreement in accordance with **clauses 12.1, 12.2 or 12.3**; however, the termination of this Agreement shall not affect any claim arising prior to such termination.

### 13 Talent Terms

The following apply with reference to the Talent under this Agreement:

13.1 the Talent acknowledges, understand and warrants that no communication will be made with a Client:

13.1.1 that is not directly facilitated by PickStar; or

13.1.2 prior to confirmation of an Engagement;

13.2 the Talent acknowledges, understands and warrants that PickStar accepts no liability of any kind for personal injury suffered by the Talent in attending an Engagement, and that it is the Talent's responsibility to ensure their safety in attending an Engagement;

13.3 PickStar retains the right to procure that a Talent is evicted from an Engagement premises in its sole discretion (and holds PickStar harmless against it exercising this right);

13.4 the Talent acknowledges and understands they:

13.4.1 are not permitted to communicate with a Client prior to an Engagement for any reasons other than to confirm the material terms of the Engagement;

13.4.2 must adhere to the Engagement terms as agreed between the Talent and a Client and will make no alterations to the Engagement terms once finalised without the written agreement of the Client (and provided always that such variations do not introduce any inconsistencies with the Talent's obligations under this Agreement); and

13.4.3 are not permitted to communicate with a Client following an Engagement, for the purposes of organising a future engagement (unless that new potential future engagement is facilitated solely through PickStar on the terms of this Agreement);

- 13.5 the Talent acknowledges and understands they are responsible for their own commercial image and reputation, and must act in a way that does not materially detriment third-party relationships and/or commercial agreements including protected sponsors;
- 13.6 the Talent acknowledges their good faith obligation to provide PickStar with feedback as to their experience post an Engagement within 48 hours after the Engagement in the manner as directed by PickStar; and
- 13.7 the Talent warrants that if Registration is in their individual capacity, but their affairs are managed by a Manager (which is otherwise unknown to PickStar), the Talent accepts full responsibility for notifying PickStar if and when PickStar should engage the Manager, as opposed to the Talent directly. PickStar will exclusively engage with the Talent unless otherwise expressed by the Talent.

## 14 Manager Terms

The following apply with reference to a/the Manager under this Agreement:

- 14.1 the Manager acknowledges, understand and warrants that no communication will be made with a Client:
  - 14.1.1 that is not directly facilitated by PickStar; and
  - 14.1.2 prior to confirmation of an Engagement;
- 14.2 the Manager acknowledges and understands they:
  - 14.2.1 are not permitted to communicate with a Client prior to an Engagement for any reasons other than to confirm the material terms of the Engagement; and
  - 14.2.2 are not permitted to communicate with a Client, following an Engagement, for the purposes of organising a future engagement (unless that new potential future engagement is facilitated solely through PickStar on the terms of this Agreement);
- 14.3 the Manager acknowledges and understands they are responsible for the commercial image and reputation of the Talent, and must act in a way that does not materially detriment third-party relationships and/or commercial agreements including protected sponsors of the Talent;
- 14.4 the Manager acknowledges and agrees that PickStar can, at any time, approach the Talent directly and have the Talent ratify the terms of this Agreement directly for any or no reason;
- 14.5 if the Manager is no longer authorised to act for the Talent in connection with this Agreement and the Talent has appointed a new agent for these purposes ('**New Manager**'), PickStar retains the right to directly contact the Talent under this Agreement to confirm the employment of the New Manager; and

- 14.6 the Talent agrees to procure that the New Manager acknowledges and accepts that he or she, as the agent of the Talent, is bound to the terms and obligations as set out in this Agreement both personally and as agent for the Talent.

## 15 Payment

- 15.1 The Applicant will receive payment for an Engagement, from the Client via PickStar, upon the Talent attending the Engagement ('**Engagement Payment**') on the terms of this **clause 15**.
- 15.2 The Engagement Payment will be paid by the Client in accordance with the Client booking terms ('**Terms of Talent Booking Agreement**') and held in PickStar' holding account, to be released to the Applicant upon the Talent attending the Engagement and the Client confirming in writing to PickStar that the Talent attended the Engagement.
- 15.3 The Applicant irrevocably authorises PickStar to refund/release any Engagement Payment to the Client, if for any reason the Talent fails to attend an Engagement.
- 15.4 If an Engagement is cancelled by a Client, and PickStar is holding half (50%) or more of the Engagement Payment, PickStar will refund such portion of the funds held to the Client as may be required by the Terms of Talent Booking Agreement, and the Applicant will receive the balance.
- 15.5 If an Engagement is cancelled by a Client, and PickStar is holding less than half (50%) of the Engagement Payment, PickStar shall request the Client pay half (50%) of the Engagement Payment within five (5) business days of the cancellation and, on receipt from the Client, PickStar shall release half (50%) of the Engagement Payment to the Applicant.
- 15.6 PickStar shall have no further obligation to do any act, including commencing legal action, other than to request payment within five (5) business days in relation to collecting the half (50%) Engagement Payment from the Client in accordance with **clause 15.5**.
- 15.7 The Applicant acknowledges and agrees that, in consideration of PickStar facilitating Engagements, PickStar is entitled to retain twenty five percent (25%) of all Engagement Payments ('**Commission**'), and all amounts that the Applicant receives under this clause will be less this Commission.

## 16 Liability & Indemnity

- 16.1 The Applicant 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:

16.1.1 any breach of this Agreement by the Applicant;



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- 16.1.2 any loss, damage, personal injury or death caused by the acts, omissions or negligence of the Applicant in relation to or arising out of an Engagement;
- 16.1.3 any of the warranties given by the Applicant (including under clause 18.2) being false, misleading or inaccurate; or
- 16.1.4 any infringement of the intellectual property rights of a third party arising from PickStar's use of the Profile in accordance with this Agreement.
- 16.2 The Applicant acknowledges that PickStar, through the Website, will provide a facilitatory Service which may or may not create Engagements for the Applicant and that any Engagement will be between the Applicant and the Client, and the Client (and not PickStar) will be liable in all respects for paying any Engagement fee in accordance with the Terms of Talent Booking Agreement.
- 16.3 Subject to **clause 17**, where PickStar breaches its obligations of confidentiality, liability of PickStar to the Applicant arising out of or in connection with this Agreement shall not exceed \$100 in aggregate.
- 16.4 Neither party shall be liable for any indirect, special, consequential or incidental loss, exemplary or other damages arising out of or in connection with this Agreement.

## 17 Confidentiality

- 17.1 Subject to **clauses 17.2 and 17.3**, neither Party shall disclose to any third party any information in any form which relates directly or indirectly to PickStar of a Party or Party's past or future business, operations, administration or strategic plans ('**Confidential Information**'), 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.
- 17.2 **Clause 17.1** shall not apply to any Confidential Information that:
- 17.2.1 is publicly disclosed through no fault of either Party;
- 17.2.2 is already lawfully in a Party's possession and not subject to a confidentiality obligation as set out in this **clause 17**;
- 17.2.3 becomes known to a Party from a third party having an apparent bona fide right to disclose the Confidential Information;
- 17.2.4 as a matter of necessity, must be disclosed to a Client by PickStar in order to facilitate an Engagement; or
- 17.2.5 is Confidential Information that a Party is obliged to produce pursuant to an order of a court of competent jurisdiction or by law, provided the Party supplies the other Party timely notice of such requirement for disclosure

- 17.3 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 the confidentiality requirements as set out in this **clause 17** and strictly comply with them.

## 18 Copyright

- 18.1 The Applicant agrees to and acknowledges that:
- 18.1.1 the Protected Content contains proprietary material of PickStar which is protected by copyright and other laws respecting proprietary rights;
  - 18.1.2 PickStar retains all rights in the Protected Content, including (without limitation) all copyright and other proprietary rights worldwide in all media;
  - 18.1.3 the Applicant may not use the Protected Content except as expressly permitted under this Agreement and applicable copyright laws;
  - 18.1.4 no part of the Protected 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;
  - 18.1.5 the Applicant may not and may not permit others to reproduce, publish, distribute, sell, or otherwise access or use any of the Protected Content or any material retrieved from or contained in Protected Content in any manner whatsoever that may infringe any copyright or proprietary interest of PickStar;
  - 18.1.6 the Applicant may not rent, sublicense, lease, transfer or assign any of the Protected Content;
  - 18.1.7 the Protected Content is highly proprietary in nature and any unauthorised copying, transfer or use of Protected Content may cause PickStar irreparable injury that cannot be adequately compensated for by means of monetary damages; and
  - 18.1.8 any breach of this **clause 18** by the Applicant, may be enforced by PickStar through means of equitable relief (including, but not limited to, injunctive relief) in addition to any other available rights and remedies.
- 18.2 The Applicant hereby grants to PickStar a non-exclusive licence to use reproduce and communicate the Profile, including all photographs, cinematographic films, artistic works and literary works comprised therein.
- 18.3 The Applicant warrants to PickStar that:
- 18.3.1 it has all necessary right and title to grant the licence set out in clause 18.2;
  - 18.3.2 material made available to PickStar as part of the Profile does not, and will not, infringe the intellectual property rights of any third party; and

18.3.3 any persons who may hold any moral rights in respect of the Profile (or any part thereof) have consented to all possible uses by PickStar of those materials in accordance with this Agreement, or have otherwise agreed not to enforce any such moral rights they may have now or in the future in respect of such materials.

## 19 Publicity

The Parties agree that:

19.1 PickStar may refer to or use the name of the Talent; and

19.2 the Talent may refer to or use the name of PickStar,

in any publicity release, announcement, advertising or promotion in order to promote the Talent's participation in the Website or availability for Engagements without the other Party's prior written consent.

## 20 Notices

20.1 A notice or other communication connected with this Agreement ('**Notice**') must be in writing.

20.2 Any Notice by a Party may be given and may be signed by its legal solicitor.

20.3 In addition to any other method of service provided by law, a Notice may be:

20.3.1 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 receiving Party;

20.3.2 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 receiving Party; or

20.3.3 delivered at the address for service of the receiving Party.

20.4 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 20.3** is prima facie evidence of the date on which that Notice was sent or delivered.

20.5 If the Notice is sent or delivered in a manner provided by **clause 20.3**, it must be treated as given to and received by the receiving Party:

20.5.1 if sent by post from within Australia to an address in Australia, on the 2<sup>nd</sup> business day (at the address to which it is posted) after posting;

20.5.2 if sent by post to an address outside Australia or sent by post from outside Australia, on the 5<sup>th</sup> business day (at the address to which it is posted)

after posting; or

20.5.3 if otherwise delivered before 5pm on a business day at the place of delivery, upon delivery and otherwise on the next business day at the place of delivery.

20.6 If a Notice is served by a method which is provided by law but is not provided by **clause 20.3**, and service takes place after 5pm 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.

20.7 A Notice sent or delivered in a manner provided by **clause 20.3** must be treated as validly given to and received by the Party to which it is addressed even if:

20.7.1 the receiving Party has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or

20.7.2 the Notice is returned unclaimed.

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

## 21 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.

## 22 Relationship

22.1 Subject to the terms of agency in which the Manager acts as agent for the Talent, 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.

22.2 Nothing stated in this Agreement shall be construed as constituting PickStar and the Applicant as partners, or as creating the relationship of employer and employee, master and servant or principal and agent between them.

## 23 Assignment

Subject to clauses 14.5 and 14.6, the Applicant 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.

## 24 Severance

If any part of this Agreement is, or becomes void or unenforceable, that part is or will be severed from this Agreement, with both Parties agreeing 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.



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## 25 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 Effective Date.

## 26 No Waiver

- 26.1 A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 26.2 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.
- 26.3 A waiver is not effective unless it is in writing.
- 26.4 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.

## 27 Governing Law

This Agreement will be governed by, and interpreted in accordance with, the laws for the time being in force in South Australia and each party submits to the non-exclusive jurisdiction of the courts of, or exercising jurisdiction of, that State, and where applicable the Commonwealth of Australia (Adelaide Registry). Any reference to 'business days' are taken to be references to business days in the Jurisdiction of South Australia.



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