

A wide, horizontal band of a bright blue sky with soft, white, wispy clouds, positioned in the middle of the page. This band is flanked by solid blue areas above and below it.

BBX Licensing Program

Contents

Background	1
Operative Provisions	1
Appointment	1
Term	1
Obligations of the Licensee	1
BBX Materials	2
Commission	2
Licensee's Obligations upon Recruitment	2
GST	2
Franchise Option	3
Status of Licensee	3
BBX's Obligations	3
Confidentiality	3
Termination	3
Survival of Agreement	4
Intellectual Property	4
Assignment	4
Personnel Restrictions	5
Publicity	5
Reliance on Representation	5
Severance	5
Force Majeure	5
Entire Agreement	5
Waiver	5
Notices	5
Proper Law and Jurisdiction	5
BBX Licensing Program - Income Projections First Year	6

Licensee Application Form

BBX Distribution Pty Limited (“BBX”)

ACN 094 609 501 MARKETING AND RECRUITMENT AGREEMENT

Background

A. BBX manages and operates a trading program where members of the trading program partake in the cashless trading of goods and services (“**BBX Trading Program**”).

B. The BBX Trading Program uses, as its medium of exchange, the currency of trade dollars which consist of book entry accounting debits and credits (“**Trade Dollars**”).

C. The person referred to in item 1 of the schedule (“**Licensee Information**”) is a registered member of the BBX Trading Program.

D. BBX wishes to appoint the Licensee to promote certain services referred to in item 2 of the schedule (“**Marketing Services**”) in the promotion and marketing of the BBX Trading Program.

E. In consideration of receiving certain benefits under the BBX Trading Program, the Licensee agrees to accept the Licensee appointment on the terms and conditions set out in this agreement.

Operative Provisions

1. Appointment

1.1 BBX appoints the Licensee as an independent non-exclusive provider of the Marketing Services for the BBX Trading Program.

At all times the Licensee will represent him/herself as an **Independent Licensee** and not as an agent, contractor or employee of BBX or any other status that suggests the Licensee is operating in other than an independent capacity or relationship.

1.2 BBX reserves the right to appoint any other member of the BBX Trading Program to provide the Marketing Services for the BBX Trading Program.

1.3 For the purposes of the appointment referred to in clause 1.1, BBX grants to the Licensee a non-exclusive non-transferable limited licence in order to present and explain the BBX Trading Program to potential members in the course of providing the Marketing Services for the BBX Trading Program.

2. Term

2.1 This Licence Agreement is issued for an initial term of 3 years. It commences on the date shown in item 5 of the schedule (“**Commencement Date**”) and continues for the Term unless earlier terminated under clause 12.

2.2 Upon the expiry of the Term, this agreement will automatically renew for further three year periods unless, not less than 30 days and no more than three months prior to the next anniversary of the Commencement Date, either party notifies the other in writing that it wishes to terminate this agreement on the next anniversary of the Commencement Date. If either party notifies the other in accordance with this clause 2.2, this agreement terminates on the next anniversary of the Commencement Date. The agreement can be terminated before the next anniversary date, by mutual consent.

3. Obligations of the Licensee

The Licensee agrees that during the Term the Licensee will:

(a) Use its best endeavours to perform the Marketing Services for the BBX Trading Program within the Territory in accordance with such directions as provided by BBX from time to time;

(b) Develop sufficient knowledge of the trade exchange industry, the BBX Trading Program, and of the trading programs competitive with the BBX Trading Program so as to be able to explain the BBX Trading Program and its benefits in detail to potential members;



(c) Ensure that the Licensee’s employees are (where necessary) competent, knowledgeable and conversant with all aspects of the BBX Trading Program;

(d) Act in good faith at all times towards BBX, conduct business in a manner that reflects favourably at all times on the BBX Trading Program and provide assistance and cooperation as practicable on request by BBX;

e) Furnish to BBX, within 2 business days of BBX’s request, any information sought by BBX regarding the provision of the Marketing Services for the BBX Trading Program by the Licensee within the Territory;

(f) Consult on an on-going basis with BBX with respect to



significant aspects of the BBX Trading Program;

(g) Not make any false, misleading or deceptive statements with respect to BBX or the BBX Trading Program;

(h) Avoid unethical practices that are or might be detrimental to BBX or the BBX Trading Program, including but not limited to disparagement of BBX or the BBX Trading Program;

(i) Make no representations, warranties or guarantees to anyone with respect to the BBX Trading Program that are inconsistent with the materials referred to in item 4 of the schedule ("**BBX Materials**") as amended from time to time;

(j) Not incur any liability on behalf of BBX or in any way pledge or purport to pledge BBX's credit;

(k) Not assign, sub-licence, transfer or charge or otherwise deal with any of its rights under this agreement without first obtaining the written consent of BBX;

(l) Notify BBX of any suspected infringement of BBX's intellectual property rights in the BBX Materials and take such reasonable actions as BBX may direct at BBX's expense in relation to such infringement;

and

(m) Indemnify BBX and keep BBX indemnified from and against any and all loss, damage or liability suffered, and legal fees and costs incurred by BBX resulting from a breach of this agreement by the Licensee including any act, neglect or default of the Licensee's agents, employees or licensees.

4. BBX Materials

BBX will deliver the BBX Materials to the Licensee on or before the date referred to in item 5 of the schedule ("**Commencement Date**") unless otherwise agreed in writing.

5. Commission

5.1 For each new member introduced to BBX by the Licensee:

(a) Who completes BBX's standard application for membership of the BBX Trading Program ("**BBX Application**"); and

(b) Is subsequently approved by BBX ("**Recruited Member**"),

BBX will, within 21 days of BBX approving the Recruited Member, such approval not to be unreasonably withheld, pay to the Licensee an amount ("**Finder's Commission**") calculated in accordance with the table referred to in item 6 of the schedule ("**Finder's Commission Table**"), the amount of which will be in equal proportion to the Cash and Trade Dollar components of the application fee paid by the Recruited Member.

5.2 For each additional Recruited Member introduced by the Licensee to BBX within the same calendar month, the Finder's Commission will be adjusted in accordance with the Finder's Commission Table.

5.3 In addition to the Finder's Commission, the Licensee will receive a percentage of the cash transaction service fees (TSF) payable to BBX by each Recruited Member of the Licensee. Current TSF rates are disclosed in the BBX Materials and may be subject to change from time to time.

5.4 The commission referred to in 5.3 will be calculated in accordance with the table referred to in item 7 of the schedule ("**Trading Commission Table**") and will be paid by BBX to the Licensee within 1 month following the clearing of members' funds and the month's end processing of members accounts.

Transaction Commission cash payments will be, in the first instance, credited to the Licensee's BBX trading account as an offset against current and future cash fees due. At such stage as residual cash 'credit' in the Licensee's BBX account exceeds \$250, the Licensee may request payment of any 'net credit' amount to their nominated bank account, as detailed above

6. Licensee's Obligations upon Recruitment

The Licensee will:

(a) Ensure that any signed BBX Application facilitated or arranged by the Licensee is:

(i) Faxed to either the national office or state head office of BBX or any office that BBX may nominate from time to time by the close of business on the day the BBX Application is signed by the potential member;

and

(ii) Sent to the state head office of BBX within 48 hours of the potential member having signed the BBX Application;

(b) Offer to each Recruited Member no more than 4 BBX cards and 1 BBX directory.

7. GST

The parties acknowledge that the Finder's Commission and the Trading Commission ("**Commission**") are subject to and inclusive of the goods and services tax ("GST") as prescribed by or consumption tax or value added tax (VAT), or such other tax as prescribed by the national Government or Parliament of the Country in which the Trading Program operates.

8. Franchise Option

Where the number of Recruited Members exceeds 300, BBX grants to the Licensee an option to acquire a BBX franchise ("**Franchise Option**") on such terms as BBX determines and subject to the Licensee satisfying the criteria determined by BBX from time to time, regarding the suitability of the Licensee to acquire and operate a BBX franchise.

A franchise fee will not apply in these cases, however, should the franchise be sold within the first 3 years the standard BBX franchise fee will be payable prior to sale, in addition to any other fees and charges.

9. Status of Licensee

The Licensee is not a partner, employee or agent of BBX and does not have authority or power, directly or indirectly or through its servants or agents, to bind BBX to any agreement with any person except as specified in this agreement.

10. BBX's Obligations

BBX agrees that at all times during the Term it will:

(a) Act in good faith towards the Licensee and use its reasonable endeavours to give the Licensee such assistance and cooperation as the Licensee reasonably requests;

(b) Properly make all payments due to the Licensee under clause 5 of this agreement when due;

(c) Permit the Licensee (or its nominee), at the expense of the Licensee, from time to time during ordinary business hours to attend either the national office or state head office of BBX to inspect and verify the records of BBX relating to each Recruited Member's Finder's Commission and Trading Commission ("**Records**"), and BBX will give all reasonable assistance to the Licensee to carry out the inspection and verification. The Licensee is not permitted to take copies of the Records.



11. Confidentiality

11.1 In this agreement "Confidential Information" means all confidential information including technical information, know-how, processes, trade secrets, technology and data concerning the business operations, intellectual property, finance, BBX members, markets and transactions of BBX but does not include information which:

(a) Is or becomes in the public domain otherwise than through a breach of obligation or confidentiality by the person to whom it is disclosed;

or

(b) Was already in the possession of the person to whom it is disclosed without an obligation of non-disclosure.

11.2 The Licensee will keep the Confidential Information confidential and will not disclose it to any third party or use it otherwise than:

(a) For the purposes of this agreement;

(b) As authorised in writing by BBX;

(c) As required by any law, judicial body or governmental agency;

or

(d) By way of disclosure to that party's professional advisers who have agreed to keep the Confidential Information confidential.

11.3 The Licensee will not copy, alter or modify any document containing Confidential Information except as necessary to perform this agreement and then only with the prior written consent of BBX.

12. Termination

12.1 BBX may terminate this agreement immediately by notice in writing, for any reason, including where:

(a) The Licensee is in breach of any term of this agreement and such breach is not remedied within 14 days of BBX notifying the Licensee of that breach;

(b) The Licensee becomes, threatens or resolves to become, or was in jeopardy of becoming subject to any form of insolvency or administration;

(c) The Licensee, being a partnership, dissolves, threatens or resolves to dissolve or was in jeopardy of dissolving;

(d) The Licensee, being a natural person, dies;

(e) The Licensee ceases to be a Licensee of the BBX Trading Program;

(f) The Licensee ceases or threatens to cease conducting its business in the normal manner;

(g) The Licensee solicits, entices or procures any existing BBX Member, whether directly or indirectly, to;

(i) Resign as a Member of the BBX Trading Program and reapply for membership of the BBX Trading Program as a member recruited by the Licensee;

(ii) Transfer that BBX member's existing BBX account to be included with the accounts of the Licensee's Recruited Members;

or

(h) The Licensee has not recruited at least one new member during any calendar month period.

12.2 Upon the date of any termination under clause 12.1:

(a) The Licensee must:

(i) Return to BBX the BBX Materials in the control or possession of the Licensee in accordance with the directions of BBX;

and

(ii) Immediately cease providing the Marketing Services;

and

(b) The obligation of confidentiality under clause 11 continues in full force;

12.3 If notice is given to the Licensee which have not been under clause 12.1 BBX may, in addition to terminating the agreement:

(a) Repossess any copies of the BBX Materials in the possession and custody or control of the Licensee which has not been returned or disposed of in accordance with clause 12.2(a)(i);

(b) Be regarded as discharged from any further obligations under this agreement other than the obligation to pay the Licensee any Finder's Commission or Trading Commission due to the Licensee;

and

(c) Pursue any additional or alternative remedies provided by law.

13. Survival of Agreement

The covenants, conditions and provisions of this agreement which are capable of having effect after the expiration of this agreement will remain in full force and effect following the expiration of the agreement.

14. Intellectual Property

14.1 All works, material or intellectual property rights in the BBX Materials remain the sole and complete property of BBX and the Licensee acknowledges that it does not and will not have, own or acquire any intellectual property rights in the BBX Materials and such other property of BBX.

14.2 BBX indemnifies and must keep the Licensee indemnified from and against any liability of the Licensee under any final judgment in proceedings commenced by any third party declaring or determining that the BBX Trading Program infringes that third party's intellectual property rights only if the Licensee:

(a) Gives BBX notice immediately when the Licensee becomes or ought reasonably to have become aware of any act or infringement, or when the Licensee suspects or ought reasonably to have suspected any alleged infringement;

(b) Gives BBX the option to conduct the defence of the proceedings including any negotiations for settlement or compromise prior to or after the commencement of the proceedings;

(c) Promptly does every act or thing reasonably required by BBX to assist in the defence of the proceedings;

(d) Authorises BBX to negotiate with the third party to procure for the Licensee an authority or right for the Licensee to continue to perform the Marketing Services for the BBX Trading Program.



14.3 The Licensee releases BBX from any liability under the indemnity in clause 14.2 where the infringement or alleged infringement arises directly or indirectly from:

(a) Provision of the Marketing Services by the Licensee in a manner not contemplated by the parties;

(b) Alteration or modification of the BBX Materials without the prior written consent of BBX;

or

(c) Any arrangement entered into by the Licensee concerning the BBX Trading Program in breach of this agreement.

15. Assignment

BBX is entitled to sub-contract or assign all or any of its obligations to a third party competent to perform them. The Licensee may not assign or otherwise transfer this agreement or any of its rights and obligations under this agreement without obtaining the prior written consent

of BBX and paying to BBX any applicable transfer or assignment fee determined by BBX from time to time. **(Refer item 8 of the schedule)**

16. Personnel Restrictions

During the term of this agreement and for a period of 6 months after its expiration, the Licensee agrees not to solicit for employment or to contract individually with any employee of BBX or any associate of BBX involved in the performance of BBX's obligations under this agreement or to compete with BBX in any manner including but not limited to working for, consulting, advising or managing any other trade exchange.

17. Publicity

17.1 Notwithstanding clause 11, information regarding the nature of the scheme created under this agreement and the licensee's performance can be used by BBX for publicity purposes ("**Publicity Purposes**").

17.2 The licensee agrees to cooperate and assist BBX in the conduct of the publicity purposes.

18. Reliance on Representations

The licensee acknowledges that, in entering into this agreement, it has not relied on any statement, representation, warranty or condition, made or given by BBX or anyone on BBX's behalf (including, without limitation, BBX's employees, servants, agents, consultants and advisers) in respect of the subject matter of this agreement other than those that are expressly set out in this agreement, or provided to the licensee under this agreement.

19. Severance

Any provision of, or application of any provision of, this agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition. Any provision of, or the application of any provision of, this agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

20. Force Majeure

BBX will not be liable for any delay in performing any of its obligations under this agreement if such delay is caused by circumstances beyond the reasonable control of it, including, without limitation, acts of God, civil or military authority, accidents, earthquakes, strikes, the elements, labour disputes, shortage of suitable parts or components or other materials, mechanical breakdown, fire, flood, tempest and war.



21. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior representation, agreements, statements in understanding, whether verbal or in writing.

22. Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of this agreement will prejudice or restrict the rights of that party nor will any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

23. Notices

All notices, which are required to be given, must be in writing and must be sent to the address of the recipient, set out in this agreement or such other address as the recipient may designate by notice given in accordance with this clause. Any such notice may be delivered personally or by pre-paid letter, telex, facsimile transmission or electronic mail and will be deemed to have been served if by hand when delivered, if by post 48 hours after posting, if by telex or facsimile transmission when despatched, and if by electronic mail when sent.

24. Proper Law and Jurisdiction

This agreement is governed by and construed in accordance with the courts of competent jurisdiction in the Capital City, State, Region or Country in which the Manager has its registered office.

OFFICE USE ONLY	
LICENSEE NAME:	<input style="width: 100%;" type="text"/>
LICENSEE CODE:	<input style="width: 100%;" type="text"/>
LICENSEE OFFICE DOMICILE:	<input style="width: 100%;" type="text"/>

Schedule

Item 1: Licensee Information

NAME / BUSINESS NAME:	<input style="width: 100%;" type="text"/>		
ACN/ABN: (Where applicable)	<input style="width: 100%;" type="text"/>		
ADDRESS:	<input style="width: 100%;" type="text"/>		SUBURB:
	STATE:	P/C:	COUNTRY:
BBX ACCOUNT No.:	<input style="width: 100%; height: 20px;" type="text"/>		
CONTACT PERSON:	<input style="width: 100%;" type="text"/>		
PHONE:	()	MOBILE:	<input style="width: 100%;" type="text"/>
FAX:	()	EMAIL:	<input style="width: 100%;" type="text"/>

Item 2: Marketing Services:

"Marketing Services" means:

- (a) Contacting, liaising with and visiting potential members of the BBX Trading Program;
- (b) Arranging meetings to discuss and explain the BBX Trading Program;
- (c) Inviting potential members to complete and lodge with the Licensee, BBX's standard application for membership of the BBX Trading Program, actively recruiting potential members of the Trading Program; and
- (d) Any other activities associated with the furtherance of the BBX Trading Program and the recruitment of new members as directed by BBX from time to time.

Item 3: Territory

The country from where the Licensee originated.

Item 4: BBX Materials:

"BBX Materials" means:

- (a) Current BBX trade directory, incorporating the Members' Information Booklet and Rules of the Trading Program;
- (b) BBX Application forms;
- (c) BBX transaction vouchers;
- (d) BBX cards, BBX directories and
- (e) Any other materials provided by BBX to the Licensee from time to time including on-line as amended, modified or updated from time to time.

Item 5: Commencement Date

/ /

Item 6: Finder's Commission

Membership Plan	Licensee Commission
Bronze	40%
Silver	
Gold	
Black	

Item 7: Trading Commission Table on transaction service fees ("TSF") generated by the Recruited Members (cash only basis excluding Trade Dollars)*

No. of Current Recruited Members	Percentage of TSF
1 - 20	10%
21 - 40	15%
41+	20%

Item 8: Transfer fee or sale fee (\$10,000 cash plus GST)

(Refer Clause 15)

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SIGNED for and on behalf of the Licensee

SIGNED for and on behalf of BBX Distribution Pty Limited

NAME:

NAME:

POSITION:

POSITION:

DATE:

DATE:

Provide details of nominated Bank Account for payment of commissions*

BSB:

ACCOUNT No.:

ACCOUNT NAME:

BANK NAME:

***NOTE: Transaction Commission cash payments will be, in the first instance, credited to the Licensee's BBX trading account as an offset against current and future cash fees due. At such stage as residual cash 'credit' in the Licensee's BBX account exceeds \$250, the Licensee may request payment of any 'net credit' amount to their nominated bank account, as detailed above**

Benefits of becoming a BBX Licensee

- Your own BBX Licence for \$ 5000 - FREE to BBX members
- Immediate cash commission benefit by signing new members to the trading program.
- Long term commission bonuses created by trading activity of the members introduced through the program.
- Access to the Rewards Program.
- Develop a sideline business.
- Help small business to expand and grow.
- Open up cross-selling opportunities for your own business.

A simple way to explain the financial advantages to a potential member is to use the following example:

Understand this Example and you can then use it to help your prospects understand the financial benefits.

Example

If you needed \$100 worth of business cards, would you prefer to pay:

1) by way of cash/cheque/credit card

OR

2) with \$100 worth of your (whatever their product/service is) at retail or normal price?

Well, obviously with my products.

Why?

My products cost a lot less than \$100 to buy.

We can now both agree that BBX is a better and much more profitable way of doing business.

You do appreciate that every time you spend BBX dollars your turnover has to increase, simply because BBX must then send you new customers who will reimburse you in BBX dollars for what you have spent .

Your valuable cash will stay with you while you continue to enjoy buying and selling in the BBX network.

You can now see how BBX will benefit your business and you financially?





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