

LICENCE AGREEMENT

SPECIAL NOTE: ONCE YOU PAY THE INITIAL FEE AND FIRST MONTHLY PAYMENT YOU WILL HAVE IMMEDIATE ACCESS TO THE GW FACIAL THERAPY® GW RESOURCE LIBRARY INFORMATION AND THEREFORE WE CANNOT PROVIDE A REFUND. BEFORE YOU PURCHASE PLEASE MAKE SURE AND SATISFY YOURSELF THAT YOU WILL NOT REQUIRE A REFUND.

THIS LICENCE AGREEMENT (hereinafter "Agreement") COMMENCES AND IS EXECUTED AS AN AGREEMENT WHEN – the Initial Fee and first monthly payment are made to the Licensor or GW Facial Therapy by the Licensee.

BETWEEN THE LICENSOR: GW Facial Therapy® (hereinafter "Licensor")

AND THE LICENSEE: (hereinafter "Licensee") the person making the Initial Fee and first monthly payment.

RECITALS

WHEREAS, Licensor owns all right, title and interest in and to a certain work of intellectual property (hereinafter "Work"), defined specifically as the following:

Access to the online GW Resource Library a collection of training videos and a supporting PDF showing our facial techniques and treatments. The trademark GW Facial Therapy and the Trademark Gorgeous Woman Japanese Facial Rejuvenation. The Work cannot be shared with any other party or be shown to other parties.

WHEREAS, Licensee wishes to use said Work;

WHEREAS, Licensor is willing to grant a licence in and to said Work.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

(1) DEFINITIONS

In this Agreement, the following definitions apply:

"ACL" means the Australian Consumer Law which is contained in the *Competition and Consumer Act 2010 (Commonwealth)*.

"Agreement" means this agreement.

"Agreement Date" means the date marked at the top of this document.

"Business Day" means a day which is not a Saturday, Sunday, public holiday or bank holiday in Queensland.

"Commencement Date" means when the Licensee has paid the Initial License Fee and the first months payment. This monthly payment is also referred to as a 'subscription'.

"Derivative Works" means works that are an adaptation of the Work, that reproduce a substantial part of the Work, or that combine the Work with other pre-existing work.

"Goods and Services Tax" means Goods and Services Tax imposed on a supply of goods or services in Australia, pursuant to the GST Law.

"GST" means Goods and Services Tax.

"GST Law" means the same as in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)*.

"Intellectual Property Rights" means, in relation to the Work, or any part, summary or derivation of the Work, all present and all future right title and interest in or to any confidential information, logos, brand names, business names, trade names, domain names, registered trade marks, unregistered trade marks, registered designs, unregistered designs, copyrights, patents, service marks, business know-how, inventions, computer programs, business systems or other related information.

"Licence" has the meaning as defined in the "Grant of Licence" clause of this Agreement.

"Moral Rights" means the same as in the *Copyright Act 1968 (Commonwealth)*.

"Party" means either the Licensor or the Licensee.

"Parties" means the Licensor and the Licensee collectively.

"Purpose" has the meaning as defined in the "Grant of Licence" clause of this Agreement.

"Work" means the Work of intellectual property which is described as follows:

Access to the online GW Resource Library a collection of training videos and a supporting PDF showing GW Facial Therapy® facial techniques and treatments.
Also access to the GW Facial Therapy® Trademarks listed below -
2105318 – GW Facial Therapy®
2204863 – GW Facial Therapy®
2030998 – Gorgeous Woman Japanese Facial Rejuvenation®
1866247 – Gorgeous Woman Skin Care®
1861434 – Gorgeous Woman Potent Infusion®
2194312 - GW Argan Elixir®
1748104 – MANOIL8®
2441741 – GW logo – TM

(2) INTERPRETATION

In this Agreement, unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) Words referring to one gender include every other gender.
- (b) Words referring to a singular number include the plural, and words referring to a plural include the singular.
- (c) If a word or phrase is defined in this Agreement then any grammatical variations of that word or phrase have a corresponding meaning.
- (d) Words referring to a person or persons include firms, corporations, associations, partnerships, joint ventures, authorities, government bodies, organisations and other legal entities, and vice versa.
- (e) Any reference to time is a reference to time in Queensland.
- (f) In the event that something must be done under this Agreement on or before a particular date, if that date falls on a day which is not a business day, then that thing must be done on or before the next business day.

(g) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

(h) Headings and titles are included in this Agreement for convenience only and shall not affect the interpretation of this Agreement.

(i) Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Agreement and the events contemplated by it.

(j) A reference to legislation or any part or provision of that legislation includes any subordinate legislation, any amended legislation, and any substituted legislation issued under that legislation.

(k) A reference to an agreement or document is a reference to that agreement or document as amended, replaced, supplemented or novated from time to time.

(l) A reference to a Party also includes that Party's successors, assigns, legal personal representatives and/or any person that is substituted by way of novation.

(m) Any reference to money or currency, unless otherwise specified, is a reference to Australian dollars.

(3) GRANT OF LICENCE

(a) The Licensor owns the following property (the "Work"):

The online GW Resource Library a collection of training videos and a supporting PDF showing GW Facial Therapy facial techniques and treatments. The trademark GW Facial Therapy and the trademark Gorgeous Woman Japanese Facial Rejuvenation.

(b) In accordance with this Agreement, the Licensor grants the Licensee a non-exclusive licence to use the Work (the "Licence").

(c) The Licence permits the Licensee to use the Work for the following purpose ("Purpose"):

The Licensee may use the Work only in the suburb or town allocated to them by the Licensor for the purpose of providing facial treatments.

(d) The Licensee may not use the Work for any purpose other than the Purpose described under the preceding clause hereof, except with the Licensor's express written permission.

(e) The Licensor retains title and ownership of the Work.

(f) This grant of Licence only applies to the following geographical area (the "Geographical Area"):

The Licensee is only allowed to use the Work in the suburb or town allocated to them by the Licensor confirmed in writing.

(g) The Licensee may not use the Work in any location outside of the Geographical Area, except with the express written permission of the Licensor.

(h) Except as otherwise expressly provided in this Agreement, the Licensor retains all rights, titles, interests and licences in the Work which are not expressly granted under this Agreement.

(4) FEES

Licensee shall pay to Licensor a royalty payment ("Royalty") which shall be calculated according to the following payment arrangement:

The Licensee will pay online on our website an initial upfront fee and then a fixed ongoing monthly amount.

(5) GOODS AND SERVICES TAX

- (a) The payments payable under this Agreement include GST.
- (b) In the event that GST is payable on the Fees under this Agreement, the Licensee will pay to the Licensor an amount equal to the GST payable on the Fees ("the GST Amount"), calculated by multiplying the Fees by the prevailing GST rate.
- (c) The Licensee must pay the GST Amount to the Licensor at the same time and in the same manner as the Fees are payable.
- (d) Any obligation on the Licensee to pay the GST Amount under this clause is conditional on the Licensor providing to the Licensee a valid tax invoice in accordance with GST Law.
- (e) This clause will survive Termination, expiration or Completion of this Agreement.

(6) MODIFICATIONS

Under no circumstances may the Licensee modify, alter, or make changes to the Work.

(7) CONFIDENTIALITY

(a) The Licensee hereby acknowledges and agrees that during the term of this Agreement, the Licensee may have access to information that is confidential and/or commercially valuable to the Licensor ("Confidential Information"), which may include but is not limited to:

- (I) information of whatever nature relating to the business activities, practices and finances of the Licensor;
- (II) any other evaluation material, design work, technologies, technological ideas or strategies, strategic plans and ideas, marketing strategies, innovations, creative plans, concepts and any other plans or ideas developed by the Licensor or on its behalf, or used by the Licensor, whether relating specifically to the Licensor's business or otherwise;
- (III) any information derived from any other information which falls within this definition of Confidential Information; and
- (IV) any copy of any Confidential Information.

but does not include information which:

- (I) was known or in the possession of the Licensee before it was provided to the Licensee by the Licensor, provided that it was known or in the possession of the Licensee through legal means, and not as a result of any breach of this Agreement or any other agreement or obligation relating to confidentiality (whether or not the Licensee was a party to such other agreement or obligation);
- (II) is, or becomes, publicly available, through no fault of the Licensee;
- (III) is provided to the Licensee without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;

(IV) is provided to the Licensee by the Licensor and is marked "Non Confidential"; or

(V) is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Licensor is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.

(b) If there is any doubt as to whether any particular information constitutes Confidential Information, the Licensee should presume it is Confidential Information, until the Licensee obtains explicit confirmation from the Licensor that it is not Confidential Information.

(c) The Licensee shall keep the Confidential Information confidential and secret.

(d) The Licensee shall only use the Confidential Information in accordance with the Licence created under this Agreement and in genuine pursuit of the Purpose.

(e) The Licensee will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Licensor.

(f) The Licensee will not copy or modify any Confidential Information without the prior written consent of the Licensor, or as expressly permitted in accordance with the Licence.

(g) The Licensee shall promptly advise the Licensor if the Licensee becomes aware of any possible unauthorised disclosure or use of the Confidential Information.

(h) The Licensee shall not disclose any Confidential Information to any employees of the Licensee, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Licensor.

(i) This clause will survive Termination, expiration or Completion of this Agreement.

(8) LICENSEE WARRANTIES

(a) The Licensee hereby provides the following warranties (hereinafter the "Licensee's Warranties"):

(I) That the Licensee has the full legal authority and capacity to enter this Agreement.

(II) That the Licensee will only use the Work in accordance with the Licence granted under this Agreement.

(III) That:

The Licensee will only use the Work in the suburb or town agreed to by the Licensor.

(b) This clause will survive Termination, expiration or Completion of this Agreement.

(9) LICENSEE INDEMNITY

(a) The Licensee hereby indemnifies, keeps indemnified, and holds harmless the Licensor against any losses, liabilities, claims, damages, expenses, charges, fines, penalties or other costs whatsoever which the Licensor or any directors, employees, officers, agents, representatives or contractors of the Licensor may incur, directly or indirectly in relation to:

- (I) the use, operation, storage, repair or maintenance of the Work; or
- (II) any loss or damage to property in connection with the use, operation, storage, repair or maintenance of the Work; or
- (III) any injury (or death) suffered by any person in connection with the use, operation, storage, repair or maintenance of the Work; or
- (IV) any loss or destruction of the Work; or
- (V) any damage to the Work; or
- (VI) any breach of this Agreement by the Licensee or by any directors, employees, officers, agents, representatives or contractors of the Licensee; or
- (VII) any breach by the Licensee or by any directors, employees, officers, agents, representatives or contractors of the Licensee, of any registration, licence, permit, authorisation, regulation, legislation, by-law, ordinance or rule relating to the use of the Work; or
- (VIII) any claim made by a third party against the Licensor that is related in any way to the Licensee's use of the Work; or
- (IX) any costs which the Licensor might incur in enforcing its rights under this Agreement, including the Licensor's legal costs on a full indemnity basis.

(b) The Licensee will not be liable under this clause for any loss, liability, claim, damages, expense, charge, fine, penalty or other cost which is caused by the Licensor's gross negligence, wilful misconduct or bad faith.

(c) This clause will survive Termination, expiration or Completion of this Agreement.

(10) WARRANTIES REGARDING LEGAL ADVICE

(a) Each Party, (which for the purposes of this clause shall be referred to as the "Warranting Party" as the context requires) hereby respectively warrants:

- (I) That the Warranting Party fully understands the terms of this Agreement.
- (II) That the Warranting Party has had the opportunity to obtain independent legal advice in relation to the matters addressed by this Agreement and the Warranting Party has either:
 - (A) taken such independent legal advice; or
 - (B) elected not to take such independent legal advice.
- (III) That the Warranting Party has not been induced to enter this Agreement by any representation(s) made by the other Party or by any officer, employee, director, agent, contractor, assignee, successor or other representative of the other Party, except as provided in this Agreement.

(b) This clause will survive Termination, expiration or Completion of this Agreement.

(11) WARRANTIES REGARDING COMPETITION

(a) Each Party hereby respectively warrants:

(I) That this Agreement does not relate to a contract, arrangement, or understanding, or a concerted practice for the purpose, or with the likely effect, of substantially lessening competition;

(II) That this Agreement does not relate to some kind of exclusive dealing between the parties, for the purpose, or with the effect or likely effect, of substantially lessening competition;

(III) That this Agreement does not relate to some kind of arrangement involving "price fixing", whereby competitors have agreed on pricing rather than competing against each other;

(IV) That this Agreement does not relate to some kind of arrangement involving "output restrictions", whereby competitors have agreed to prevent, restrict, or limit the volume or type of particular goods or services available;

(V) That this Agreement does not relate to some kind of arrangement involving "market sharing", whereby competitors have agreed to divide or allocate customers, suppliers, or territories among themselves rather than allowing competitive market forces to work; and

(VI) That this Agreement does not relate to some kind of arrangement involving "bid rigging" or "collusive tendering", whereby competitors have agreed they will not compete genuinely with each other for tenders, allowing one of the competitors to 'win' the tender.

(b) This clause will survive Termination, expiration or Completion of this Agreement.

(12) LIMITATION OF LIABILITY

(a) The Licensee may have certain rights under the ACL, or under other similar or related consumer protection laws.

(b) The ACL (or any other similar or related consumer protection laws) may give the Licensee certain rights, warranties, guarantees and remedies regarding the provision of goods or services by the Licensor, which cannot be excluded, modified or restricted by the Licensor ("Statutory Rights").

(c) The Licensor's liability to the Licensee is governed solely by the ACL (and any other similar or related consumer protection laws) and by this Agreement.

(d) To the maximum extent permitted by law, except as otherwise provided in this Agreement, and except in cases of death or personal injury caused by a Party's gross negligence, wilful misconduct or bad faith, that Party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the fulfilment of obligations under this Agreement, liability shall be limited to Fees paid by the Licensee to the Licensor.

(e) To the extent it is lawful, and except as otherwise provided in this Agreement, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits or business.

(f) When the Licensee's Statutory Rights apply, to the maximum extent possible, the Licensor's liability in respect of any claim is limited to, at the Licensee's option:

(I) in the case of goods:

(A) a replacement of the goods; or

(B) the supply of equivalent goods; or

- (C) a repair of the goods; or
 - (D) the payment of the cost of replacing the goods; or
 - (E) the payment of the cost of acquiring equivalent goods or of having the goods supplied again; or
 - (F) the payment of the cost of having the goods repaired; and
- (II) in the case of services:
- (A) the supply of the services again; or
 - (B) the payment of the cost of having the services supplied again.
- (g) This clause will survive the Termination or expiration of this Agreement.

(13) TRANSFER OF RIGHTS

- (a) This Agreement shall be binding on any successors of the Parties.
- (b) This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by the Licensee without the prior written consent of the Licensor.
- (c) This clause will survive Termination, expiration or Completion of this Agreement.

(14) COMMENCEMENT

The Licence created under this Agreement commences on the following date ("Commencement Date"):

When the Licensee pays the Initial Fee and the first monthly payment online.

(15) TERMINATION

- (a) This Agreement may be terminated by either Party by providing the following amount of written notice to the other Party: 30 days.
- (b) This Agreement shall automatically terminate upon the occurrence of the following event:
 - When access for the Licensee to the GW Resource Library is cancelled by either the Licensee or the Licensor, or if the Licensee fails to make their monthly payment within 30 days.
- (c) In addition, this Agreement may be terminated by the Licensor if:
 - (I) The Licensee fails to pay any part of the Fee or any other payment when due under the terms of this Agreement.
 - (II) The Licensee is declared bankrupt, enters into administration or enters into liquidation.
 - (III) The Licensee is in breach of this Agreement and fails to rectify the said breach within 21 days after receiving notice from the Licensor of the said breach.
- (d) In addition, this Agreement may be terminated by the Licensee if:

- (I) The Licensor is declared bankrupt, enters into administration or enters into liquidation.
 - (II) The Licensor is in breach of this Agreement and fails to rectify the said breach within 21 days after receiving notice from the Licensee of the said breach.
- (e) Immediately upon the termination of this Agreement:
- (I) Any and all rights in the Work will revert to the Licensor.
 - (II) Any and all Fee payments which have previously been paid by the Licensee remain the Licensor's property and the Licensee has no right to make any claim in relation to them.
 - (III) Any and all obligations for Fee payments which are accrued but unpaid as at the date of termination must be paid in full to the Licensor.
 - (IV) The Licensee must, upon demand by the Licensor, provide to the Licensor any and all documents or other materials in the Licensee's possession which relate to the Work.
 - (V) The Licensee must, upon demand by the Licensor, take any reasonable steps as requested by the Licensor to protect the Licensor's right, title and interest in the Work.
- (f) In the event that this Agreement is terminated by the Licensee, the Licensee shall remain liable for any and all Fee payments or other payments accrued under the terms of this Agreement as at the date of termination.

(16) NOTICES

- (a) Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Licensor if delivered to the following address:
- 55 Brindabella Cct
Thornlands QLD 4164 Australia
- (b) Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Licensee if delivered to their current email address as shown on their account they use to access the GW Resource Library.
- (c) Either Party ("the Nominating Party") may nominate another address ("the New Address") by notifying the other Party in writing of the New Address. Any notice demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will, after nomination of the New Address, be deemed validly given if delivered to the Nominating Party at the New Address.
- (d) Other relevant contact details are as follows:
- Licensor email: admin@gwfacialtherapy.com
- Licensor phone: 0419 670 312

(17) WRITTEN COMMUNICATION

In relation to any correspondence or notification which is required under this Agreement to be provided in writing from one Party to the other Party:

- (a) such notice is properly given if given to the other Party:

(I) by email to an email address that the other Party has nominated, acknowledged or used in connection with this Agreement.

(II) by facsimile to a facsimile address which the other party has nominated, acknowledged or used in connection with this Agreement.

(III) by post to a postal address the other party has nominated, acknowledged or used in connection with this Agreement.

(b) such notice is taken to be received:

(I) if sent by email, when the email becomes capable of being retrieved by the recipient at the relevant email address.

(II) if sent by facsimile, at the time shown of correct and complete transmission to the recipient's facsimile number by the sending machine.

(III) if sent by prepaid post within Australia, five (5) days after the date of posting.

(IV) if sent by prepaid post to or from an address outside Australia, twenty one (21) days after the date of posting.

(18) GENERAL PROVISIONS

(a) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of Queensland and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within Queensland.

(b) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

(c) **AMENDMENTS:** No amendment to or modification of this Agreement, and no additional obligation or obligations in relation to this Agreement or the subject matter of this Agreement, will bind any Party unless evidenced in writing and signed by both Parties.

(d) **RIGHTS, REMEDIES AND POWERS:** Unless expressly provided in this Agreement, any rights, remedies or powers which a Party acquires under this Agreement are cumulative and apply in addition to any rights, remedies or powers which that Party may otherwise have. Unless expressly provided in this Agreement, nothing in this Agreement shall in any way reduce, extinguish, postpone, restrict or otherwise limit any right, remedy or power which that Party may have.

(e) **SURVIVAL OF OBLIGATIONS:** Notwithstanding any other provisions of this Agreement, at the Termination, expiration or Completion of this Agreement, any provisions of this Agreement which would by their nature be expected to survive Termination, expiration or Completion shall remain in full force and effect, including but not limited to any provisions which are explicitly stated to survive Termination, expiration or Completion.

(f) **NO WAIVER:** None of the powers or rights created under the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. A power or right under the terms of this Agreement may only be waived in writing, signed by the Party that is waiving the said power or right. No waiver of any power or right under a term of this Agreement shall constitute a waiver of any other power or right or of the same power or right on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

(g) **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines

to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

(h) ENTIRE AGREEMENT: The Parties agree that in relation to the subject matter of this Agreement, this Agreement represents the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral. The Parties confirm that no warranties, representations, conditions or collateral agreements affect this Agreement or the subject matter of this Agreement except as expressly provided in this Agreement. The Parties each respectively agree that in entering into this Agreement, they did not do so in reliance on any representations, warranties or other provisions except for those which are expressly provided in this Agreement.

(i) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

(j) FORCE MAJEURE/EXCUSE: Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, labour or transportation disputes, and other acts which may be due to unforeseen circumstances.

(k) FURTHER ACTS: Each Party must, and must ensure that its directors, employees, officers, agents, representatives and contractors do all things and sign, execute and deliver all documents, agreements and instruments as reasonably required in order to give effect to this Agreement and to the rights and obligations of the Parties created under this Agreement.