

General Training Pty Ltd

(ACN 105 175 488)

Licensor

[Insert Legal Name of Licensee]

Licensee

Licence and Services Agreement



Contents

1.	Definitions and interpretation	2
2.	Term.....	6
3.	Contractual Documents.....	6
4.	Licence	6
5.	GTPL Services.....	7
6.	Initial Training.....	9
7.	Client(s) Implementation	9
8.	Progress Meetings	10
9.	Intellectual Property.....	11
10.	Payments and Taxes.....	12
11.	Confidential Information.....	12
12.	Association and Publicity	15
13.	Licensee Acknowledgment.....	15
14.	No Agency or other relationship	16
15.	Warranties.....	16
16.	Limitation of liability	17
17.	Third Party Intellectual Property	18
18.	Insurance	19
19.	Default and termination.....	19
20.	Personal Data	21
21.	Disputes	21
22.	Notice	22
23.	General.....	22
	Executed as an agreement	24
	Schedule 1 – General Terms	25
	Schedule 2 – Materials	26
	Schedule 3 – Brand	27
	Schedule 4 – Brand Guidelines.....	28
	Schedule 5 – Order Form Template.....	29
	Schedule 6 – Description of GTPL Services.....	30

This agreement is made on the last date appearing on the execution page.

Parties

This agreement is made between:

General Training Pty Ltd (ACN 105 175 488) (Licensor)

and

[Insert legal name, registered business address, trading-as name if not the registered name, and name of the representative] (**Licensee**)

Recitals

- A. The Licensor is the owner of the Intellectual Property Rights and related rights in its Brand, Materials, Methodology and Methodology Know-how.
- B. The Licensee wishes to use the Brand, Materials, Methodology and Methodology Know-how for the Permitted Purpose and to engage the Licensor to provide GTPL Services.
- C. The Licensor has agreed to grant the Licensee a licence to use the Brand, Materials, Methodology and Methodology Know-how and to provide GTPL Services to the Licensee on the terms of this agreement.

The Parties agree as follows:

1. Definitions and interpretation

1.1 Definitions

Affiliate means any entity which controls a Party, is controlled by a Party, or is under common control with the Party. "Control" means possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

Annual Fee means the related amount specified in Item 2 of Schedule 1.

Brand means the Licensor's "PLANT WELLNESS WAY" methodology name and logo mark set out in Item 1 of Schedule 3.

Brand Guidelines means, as the case may be, the Licensor's or the Licensee's guidelines for use of the Licensor and Licensee respective brands as set out in Schedule 4.

Business Day means Monday to Friday inclusive (except for Public Holidays)

Calendar Month means a period commencing on a given day of one month and ending on the corresponding day of the next month; and where there is no corresponding day in the next month, the Calendar Month will end on the last day of that next month.

Client(s) means the clients of Licensee for which Licensee is engaged to or has provided Client(s)'s Services.

Client(s) Invoice means an invoice issued by the Licensee to its Client(s) in respect of Client(s) Services.

Client(s) Project means a project in respect of which the Licensee is engaged to or has provided Client(s) Services.

Client(s) Services means the services provided by the Licensee to its Client(s) in accordance with the Permitted Purpose.

Commencement Date means [INSERT COMMENCEMENT DATE].

Confidential Information:

- (a) means all information and material (of any nature and in any form or media) which is made available (directly or indirectly, and before, on or after the Commencement Date) by or on behalf of one Party (hereinafter, the “Discloser”) to the other (hereinafter, the “Recipient”) or is otherwise obtained by the Recipient, and is marked as confidential, or the Recipient knows, or ought to know, is confidential (including information disclosed orally).
- (b) The Parties hereby agree that the following shall be considered as confidential:
 - (i) the Methodology Know-how and information embodied in the Materials;
 - (ii) information obtained by the Parties arising from the provision of the Initial Training, GTPL Services and Progress Meetings;
 - (iii) Tangible Work from the Licensor and Licensee
 - (iv) information of any nature whatsoever relating to Licensee’s Prospect(s) and Client(s);
 - (v) information that concerns the terms of this agreement (except as required to be provided to an Officer, if agreed by the Parties prior to its disclosure); or
 - (vi) information obtained or developed by a Party in whole or in part through observation or examination of Confidential Information, of the other Party which incorporates such Confidential Information;
- (c) but excludes information that a Party can establish:
 - (vii) is in or enters the public domain other than as a result of an unauthorised disclosure by the Recipient, provided that the Confidential Information must not be deemed to be generally available to the public merely because some part of the information is embodied in general disclosures or because individual themes, features, components or combinations of the Confidential Information are now, or become, known to the public; by written documentation, to have been made available to the Recipient by a person (other than the Discloser), who is not or was not then under an obligation of confidence to the Discloser in relation to that information; or
 - (viii) by the Party’s written records, to have been independently developed by a Party without relying on, referring to or incorporating any of the Confidential Information.

Deliverables means any work protected or not by the legislation on Intellectual Property Rights that the Licensor creates within the framework of the delivery of GTPL Services, including the Initial Training.

Force Majeure Event means any Act of God, fire, act of government or state, war,

civil commotion, insurrection, embargo, industrial action, incapacitating accident or illness, or any other reason beyond the control of either party, as a direct or indirect result of which the Party relying on it is prevented from or delayed in performing any of its obligations under this agreement.

GTPL Services means consulting and/or training services provided by the Licensor to the Licensee in the nature of any one or more of the following:

- (a) assisting Licensee to adopt and adapt the Methodology to Licensee's internal processes and use of the Materials;
- (b) training and teaching the Licensee's Officer's how to apply the Methodology and use of the Materials;
- (c) consulting in relation to a Client(s) Project;
- (d) training in relation to a Client(s) Project.

GTPL Service Fees and Charges means the term defined in clause 5.4.

Improvements means developments, updates, enhancements, adaptations and modifications.

Initial Training means training on the Methodology provided by Licensor to Licensee and its Officers

Intellectual Property Rights means any inventions, patents and applications to register patents, discoveries, design, drawing and model rights, semi-conductor topography rights, internet domain names, company and business names, author's rights and copyright, trademarks and applications to register trademarks, whether registered or not on all creations, or any similar form of protection in force anywhere in the world.

Licence Fee means the related amount specified in Item 2 of Schedule 1.

Materials means all materials in which copyright subsists (including those set out in Schedule 2 and excluding Deliverables) provided by or on behalf of the Licensor to the Licensee under this agreement, including any materials which embody Confidential Information.

Methodology means the Plant Wellness Way asset management and maintenance methodology developed and owned by the Licensor and includes the following tools and techniques: Stress to Process EAM Model, Physics of Failure Factors Analysis, Physics of Failure Reliability Strategy Analysis, 3-Factors Risk Analysis, Reliability Growth Cause Analysis, Accuracy Controlled Enterprise 3T Procedures, and Chance of Success Analysis.

Methodology Know-how means all know-how, information and data (whether or not in written form) relating to the Methodology, Materials and Brand whether disclosed during the provision of the Initial Training, the GTPL Services, the Progress Meeting or through any other means.

Nominated Representatives means the named individuals of each Party and the Client(s) referred to in Item 5 of Schedule 1.

Officers mean, in relation to a Party (or the Client(s)), its employees, agents, advisers, contractors, nominees and representatives.

Order(s) means the form referencing this agreement, as noted in Schedule 5, signed or otherwise accepted in writing by Licensor and Licensee that identifies the GTPL Services, as the case may be, ordered by Licensee, the quantities thereof, term, geographical scope and Client identification.

Party means a signatory to this agreement.

Permitted Purpose means the description set out in Item 1 of Schedule 1.

Personal Data means any information relating to a natural person who is or can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to them. In order to determine whether a person is identifiable, all the means that the data controller or any other person uses or may have access to should be taken into consideration.

Prospect(s) means the potential clients of Licensee to whom Licensee will present its services offerings in order to provide them with Clients Services.

Public Holiday means a public holiday in France.

Quarter means a financial quarter, being a 3-month period (or part thereof) of a calendar year as follows: 1 January to 31 March; 1 April to 30 June; 1 July to 30 September; 1 October to 31 December.

Royalty means the amount specified in Item 3 of Schedule 1.

Tangible Work means any output that can be displayed in any medium, from conducting Client(s) Services, GTPL Services, Improvements, and the like activities.

Term means the period defined in clause 2.1.

Third Party means any entity or person that is not a Party to this agreement.

1.2 Rules for interpreting this agreement.

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this agreement, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
- (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this agreement or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.

- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) Unless otherwise specified, a reference to "\$" or "dollars" is a reference to United States currency.
- (g) The word "agreement" includes an undertaking or other binding arrangement or understanding, whether or not in writing.

2. Term

- 2.1 This agreement will commence on the Commencement Date and remain in force for a period of one (1) year (**Term**) as of the Commencement Date, unless terminated earlier in accordance with clause 19.
- 2.2 Prior to the expiry of the Term, if the Parties wish to continue their relationship, the Parties can decide to renew this agreement subject to the Parties' express written consent

3. Contractual Documents

- 3.1 Licensee agrees that the provisions of this agreement shall apply to all Order(s) relating to the GTPL Services ordered thereunder. The issuance of Order(s) will constitute an unconditional acceptance of the terms of this agreement.
- 3.2 The contractual relations between the Parties are governed by the following documents cited in decreasing order of importance:
 - The Orders, including any amendments thereof;
 - The Schedules attached to the Orders, if any.
 - This Agreement, including any amendments thereof;
 - The Schedules attached to this Agreement;

In the event of inconsistency between one or several provisions stipulated in any documents above, the document with a higher ranking shall prevail, unless otherwise specified in writing in a specific section of any Order.

4. Licence

- 4.1 With effect from the Commencement Date, and subject to clause 4.2, the Licensor grants to the Licensee a worldwide, non-exclusive, non-transferable, non-sub-licensable, revocable licence during the Term to use the:
 - (a) Brand;

- (b) Materials;
- (c) Methodology;
- (d) Methodology Know-how,

for the Permitted Purpose and on the terms and conditions of this agreement (**Licence**).

- 4.2 In consideration for the grant of the Licence to the Licensee, the Licensee must pay to the Licensor:
- (a) the Licence Fee noted in Item 2 of Schedule 1 on or prior to the Commencement Date;
 - (b) the Annual Fee noted in Item 2 of Schedule 1 on or prior to the Commencement Date annual anniversary;
 - (c) the Royalty noted in Item 3 of Schedule 1 in accordance with clause 4.3.
- 4.3 The Royalty will be paid to the Licensor by the Licensee on a monthly basis, within 10 days of the payment by Client(s) to Licensee of the corresponding Client(s) Invoice.
- 4.4 Together with each payment of the Royalty, the Licensee must submit to the Licensor a written statement recording the calculation of the payment which includes a copy of the relevant Client(s) Invoice.
- 4.5 The Licensee must issue a Client(s) Invoice in compliance with the payment schedule mutually agreed between the Licensee and its Client(s).
- 4.6 The Licensee must keep proper records showing how the Licensee has used, referred to or relied upon the Materials, Methodology, Methodology Know-how and/or the Brand in connection with the delivery of the Client(s) Services. Such records must be kept separate from any records not relating to the Client(s) Services and be open to inspection and audit by the Licensor (or its duly authorised agent or representative) on Licensee's premises during normal business hours, in a manner that minimizes disruption to its business subject to 5 (five) calendar days' prior written notice, who may reasonably request the Licensee to be provided with copies of or extracts from the same. Any Licensee and/or Client(s)'s data accessed by Licensor (or its duly authorised agent or representative) during the course of an audit shall i) be treated as Licensee's Confidential Information; ii) be kept strictly confidential; and iii) not be disclosed to third parties. If such inspection or audit should reveal a discrepancy between the Royalty paid and the Royalty payable the Licensor may, without prejudice to any of its other rights under this agreement or at law, issue a Notice of Dispute to the Licensee in accordance with clause 21.1.

5. **GTPL Services**

- 5.1 The Licensor will provide the GTPL Services described in Schedule 6 of this agreement as ordered, as the case may be, by the Licensee.
- 5.2 Licensee may order GTPL Services under this agreement, by issuing an Order form, based on the template attached in Schedule 5. Each Order of the Licensee shall be formalized by an Order form, allowing to identify GTPL Services ordered by the Licensee, the Client(s) and to indicate the applicable prices, related expenses and charges.

- 5.3 Each Order enters into effect on the date indicated on the Order form. Any change to the GTPL Services, in all or part, shall lead to an amendment to the relevant Order form agreed on by both Parties.
- 5.4 The Licensor will charge its fee for providing the GTPL Services in accordance with the GTPL Service Fees and Charges set out in Item 4 of Schedule 1 (**GTPL Service Fees and Charges**).
- 5.5 The Licensee will pay the Licensor the GTPL Service Fees and Charges within 30 days of the Licensor issuing an invoice to the Licensee for the same.
- 5.6 The Licensor will provide the GTPL Services and perform its obligations under this agreement in accordance with the terms of this agreement and any applicable Order and to a professional standard using due skill and care.
- 5.7 The Licensor has sole liability for the resources and methods that it implements within the framework of this agreement and any applicable Order.
- 5.8 Within the framework of its general obligation to advise, the Licensor must specifically undertake to:
- inform, advise and alert the Licensee as to the nature, the performance conditions and any useful precaution concerning the GTPL Services;
 - inform, advise and alert the Licensee regarding the choices determined and made during the term of the agreement and any applicable Order;
 - inform the Licensee of advances in technology and changes in good industry practices relating to the GTPL Services and which may arise during the agreement term;
 - advise the Licensee should it make additional or new requests;
 - notify the Licensee of any problems arising when providing the GTPL Services as soon as reasonably practicable or any event likely to have a significant impact in the performance of all or part of the GTPL Services.
- 5.9 The Licensor will ensure that its Officers comply with the provisions of this agreement and any applicable Order. The Licensor shall be liable of any act and/or omission of its Officers.
- 5.10 The Licensor undertakes to assign to the performance of the GTPL Services staff that are duly qualified to perform all of the GTPL Services. The Licensor shall ensure the permanence of the skills within its teams responsible for performing the GTPL Services, for the sole purpose of guaranteeing the proper performance of its contractual obligations, it being specified that the competence and the availability of the Licensor's staff constitute an essential and determining condition of these agreement.
- 5.11 The Licensor shall recruit, remunerate, train and manage under its sole responsibility the staff that it assigns for the performance of the GTPL Services, as well as the sub-contractors that it may use.
- 5.12 The Licensor represents that it complies with the legislative and regulatory obligations applicable concerning the management of its staff and labour law applicable to it. The Licensor guarantees, through the provision of a certificate of the Licensor to the

Licensee, the legality of the visits of the international employees used for all or some of the GTPL Services, notably as regards work visas, in accordance with the social legislation applicable. The Licensor undertakes, in this regard, before the arrival of its employees of any foreign nationality on the premises of the Licensee to provide the Licensee with the following information, such information being deemed Confidential Information:

- The name of the employees,
- The nationality,
- Order number and type of permit granting authorisation to work in a country,
- Duration of validity.

5.13 The Licensee will provide the Licensor with all reasonable assistance and access to Licensee's premises, personnel, facilities, systems and information as the Licensor reasonably requests to allow the Licensor to provide the GTPL Services.

5.14 The Licensee will:

- (a) provide all reasonable access, information and content required from the Licensee by the Licensor to fulfil the Licensor's obligations under this agreement by the Licensor; and
- (b) warrants that any information and content provided to the Licensor by the Licensee does not infringe any Intellectual Property Rights of a Third Party.

5.15 The Licensor shall use reasonable endeavours to strictly adhere to any agreed-upon time milestones and time schedules agreed by the Parties in an Order and shall be liable for any damages caused by its repeated failure to perform the agreement and/or any relevant Order timely and properly.

6. Initial Training

6.1 Upon payment of the Licence Fee in accordance with clause 4.2, the Licensee is entitled to receive the Initial Training.

6.2 The Licensor will deliver the Initial Training at the Licensee's premises or alternate training venue, to a group of up to 10 Officers of the Licensee who have signed confidentiality agreements in accordance with clause 11, at a time mutually agreed by the Parties.

6.3 The Initial Training is up to a maximum of 37.5 hours delivered over five (5) consecutive days.

6.4 The costs associated with providing the Initial Training are borne by the Licensee in accordance with the GTPL Service Fees and Charges set out in Schedule 1.

7. Client(s) Implementation

7.1 In the framework of this agreement, the Licensee must:

- (a) enter into a confidentiality agreement (in a form approved by the Licensor) with its Client(s) and/or Client(s)'s Officers and/or Prospect(s) in respect of the Materials, Methodology or Methodology Know-how when the Licensee shares with or discloses to the Client(s) and/or the Prospect(s) the Materials,

Methodology or Methodology Know-how or otherwise allow the Client(s) to use or deal in the Brand, Materials, Methodology, Methodology Know-how;

- (b) only uses the Brand in all reports, documents and other materials developed by the Licensee for the Client(s) or Prospect(s) in accordance with the Brand Guidelines;
- (c) participate in Progress Meetings in accordance with clause 8; and
- (d) when it uses or refers to the Materials in creating any document (e.g. presentations, reports, etc.), include a reference in that document to the relevant Unique Identifier(s) noted in Schedule 2;
- (e) otherwise comply with the terms of this agreement.

8. Progress Meetings

- 8.1 During the Term, the Nominated Representatives of the Parties and Client(s) will meet, on a monthly basis, to discuss, among other things:
- (a) the performance of this agreement generally;
 - (b) the impact of the Client(s) Services on the Client(s)'s business;
 - (c) the progress of any GTPL Services provided by Licensor to Licensee;
- (Progress Meeting).**
- 8.2 The attendance of the Client(s)'s Nominated Representative at Progress Meetings is subject to the receipt by Licensor of an executed confidentiality agreement between the Client(s)'s Nominated Representative and the Licensor, in a form approved by the Licensor.
- 8.3 The first Progress Meeting shall be held within 1 Calendar Month from the Commencement Date and successive meetings will be held monthly thereafter.
- 8.4 Progress Meeting may be held by video conference, teleconference, or as otherwise mutually agreed by the Parties.
- 8.5 The Licensee acknowledges that the Progress Meetings are provided by the Licensor as a GTPL Service and that the matters discussed at the meetings constitute Confidential Information and are subject to the provisions of clause 11.
- 8.6 The Licensor's preparation for and attendance at Progress Meetings at which Client(s) Services are discussed will be charged in accordance with the GTPL Service Fees and Charges set out in the Schedule 1 and otherwise subject to the provisions of clause 5.
- 8.7 The Licensee and the Client(s) are each responsible for their own costs associated with the preparation for and attendance at each Progress Meeting.
- 8.8 The Licensor may exclude the Client(s)'s Nominated Representative from any Progress Meeting to discuss matters particular to the legal relationship between the Licensor and Licensee (e.g. matter of a financial nature, and any unresolved concerns or disputes).

9. Intellectual Property

Generally,

- 9.1 All Intellectual Property Rights belonging to a Party before signing this agreement or developed independently of this agreement will be retained by that Party.
- 9.2 The Licensee acknowledges that:
- (a) the Intellectual Property Rights in the Brand and related material belong to the Licensor and the Licensee will not dispute such ownership;
 - (b) the Materials and elements of the Brand are protected under intellectual property rights and agrees that it will not copy, reproduce or modify or attempt to copy, reproduce or modify the Materials or Brand in any way other than in accordance with the terms of this agreement without the prior written consent of the Licensor;
 - (c) it will not dispute the Licensor's ownership rights in the Materials, as noted in Schedule 2;
 - (d) the Methodology Know-how is secret, confidential and valuable;
 - (e) it will not provide services to the Client(s) or any Third Party based on or related to the Methodology, the Methodology Know-how, Materials or any other Confidential Information after this agreement is at an end, unless a further agreement permitting same is entered into by the Parties;
 - (f) it will not provide its services to the Client(s) or any Third Party under the Brand (or any Brand that is substantially identical or deceptively similar thereto) after this agreement is at an end, unless a further agreement permitting same is entered into by the Parties;
 - (g) except only to the extent to which rights are expressly granted to the Licensee by this agreement, no rights in or under such property pass to the Licensee;
 - (h) the Licensee must not assert or exercise any of the exclusive rights of the Licensor as owner of the Intellectual Property Rights related to the Brand or Materials, except as expressly permitted by the terms of this agreement.

Licensee Improvements to Materials and Methodology Know-how

- 9.3 All Intellectual Property Rights in any Improvements to the Materials, Methodology or Methodology Know-how made by the Licensee during the Term vest immediately upon creation jointly in the Licensor and Licensee (**Licensee Improvements**).
- 9.4 Licensee warrants that the use, reproduction, adaptation, development, exploitation, commercialisation and exercise of all other rights in relation to the Licensee Improvements of and by the Licensor will not infringe any other person's Intellectual Property rights or other rights.
- 9.5 Licensee hereby consents to Licensor using or commercialising the Licensee Improvements for any purposes whatsoever during the Term of this agreement and after its expiry or termination.
- 9.6 Licensor hereby consents to the Licensee using the Licensee Improvements during the Term only. Should the Licensee wish to use or commercialise the Licensee

Improvements after the expiry or termination of this agreement, the Parties agree to negotiate in good faith to agree on the terms of such usage and/or commercialisation.

Deliverables arising from GTPL Services

9.7 Subject to payment of the relevant amounts due to Licensor in connection with the agreement and any applicable Order, Licensee shall own all rights, as soon as they are created, in the tangible items whether partial, provisional or final – related to the Deliverables and/or any items generated in the framework of the provision of GTPL Services by Licensor pursuant to this agreement and any applicable Order for the entire duration of the legal protection pertaining to the rights attached to those Deliverables.

10. Payments and Taxes

10.1 In the event of any delay in paying any amount due under this agreement (except for payments which are subject of a good faith and reasonable dispute):

- (a) the Licensee will pay to the Licensor interest (calculated on a daily basis) on the overdue payment from the date such payment was due to the date of actual payment at a rate of two per cent; and
- (b) the Licensor may suspend the provision of the GTPL Services, if any undisputed sum payable remains unpaid thirty (30) days after Licensor notifies the Licensee in writing by registered letter with acknowledgment of receipt that such sum is overdue.

10.2 The Licence Fee is a non-refundable, lump sum amount paid by the Licensee to gain access to and use of the Brand, Materials, Methodology and Methodology Know-how. Any and all taxes (or like) on the Licence Fee payment incurred by the Licensee are in addition to the Licence Fee and are borne in full by the Licensee.

10.3 The Annual Fee is a non-refundable, lump sum amount paid by the Licensee to retain access to and use of the Brand, Materials, Methodology and Methodology Know-how. Any and all taxes (or like) on the Annual Fee payment incurred by the Licensee are in addition to the Annual Fee and are borne in full by the Licensee.

10.4 The Royalty and GTPL Service Fees and Charges are exclusive of any goods or services (or like) tax which may be payable on them and will be paid gross without deduction of any withholding or other income taxes. Any goods or services (or like) tax or any withholding taxes or similar charges with the same purpose as a withholding tax, direct or indirect, applicable or to become applicable, which are applicable to the Royalty and GTPL Service Fees and Charges in relation to this agreement shall be borne by the Licensor and when Licensee has to pay such withholding or similar charge in its country, Licensee may deduct such tax from the corresponding payment to Licensor, provided that Licensee complies with its obligations as a result of the following conditions. If the Licensee is required to withhold any tax from Royalty and GTPL Service Fees and Charges to be paid in relation to this Agreement, such tax will be deducted from the amount which was invoiced, and the Licensee shall pay for such tax to the relevant taxation or other authority within the time limit allowed under the applicable law. Licensee shall deliver to the Licensor an original version of the receipt issued by the competent authority in relation to the payment of this tax.

11. Confidential Information

11.1 Parties' Confidentiality Acknowledgements

Each Party acknowledges and agrees that:

- (a) the Methodology Know-how constitutes Confidential Information;
- (b) Client(s) and Prospect(s) information constitute Confidential Information;
- (c) the Confidential Information is secret, confidential and valuable to the Licensor;
- (d) each Party owes an obligation of confidence to the other Party concerning the Confidential Information;
- (e) the Officers of the Party's Client(s) must also maintain confidentiality as if the Confidential Information clauses in this agreement also bind them;
- (f) Each Party has no right or interest in respect of any of the Confidential Information of the other Party other than the right to use and disclose it on the terms of this agreement;
- (g) any breach or threatened breach of the confidentiality provisions of this agreement by the Recipient may cause the Discloser immediate and irreparable harm for which damages alone may not be an adequate remedy; and
- (h) the Discloser may commence proceedings to restrain any breach or threatened breach of the confidentiality provisions of this agreement or any other unauthorised access to, or use or disclosure of, any Confidential Information or to compel specific performance of this agreement.

11.2 Use of Confidential Information

Except as otherwise specifically provided by this agreement or as subsequently and specifically permitted in writing by the Discloser, the Recipient:

- (a) must hold the Confidential Information in strict confidence and not directly or indirectly cause, permit or enable its disclosure, publication, transfer, misappropriation or revelation to any person or entity (including by the Recipient's Officers, affiliates, subsidiaries, holding company or related-bodies corporate) nor furnish to any such third party any equipment or material embodying, made by use of, or based on any Confidential Information unless legally compelled, in the reasonable opinion of the Recipient's legal counsel, to do so by a governmental agency or a court of competent jurisdiction, in which case the Recipient will give, if permitted by law, the Discloser the maximum practicable prior written notice, will use reasonable efforts to minimise the disclosure, and will work with the Discloser in obtaining the maximum protection under a protective order prior to such disclosure;
- (b) must use the Confidential Information solely for the Permitted Purpose and not for any other purpose;
- (c) must, upon termination or expiry of this agreement, comply with the requirements of clause 19.4 concerning Confidential Information;
- (d) must use, at a minimum, the same degree of care with respect to its obligations under this agreement as it employs with respect to its own most highly confidential or proprietary information, but in no event less than reasonable care.

11.3 Disclosure of Confidential Information

The Recipient may only disclose Confidential Information:

- (a) to those Officers of the Recipient who:
 - (i) the Discloser has permitted in writing to assist the Recipient in carrying out its obligations under this agreement and not for any other purpose;
 - (ii) need to know such Confidential Information to assist the Recipient in carrying out its obligations under this agreement and not for any other purpose; and
 - (iii) have signed agreements with the Discloser obligating them to maintain the Confidential Information on terms and conditions no less onerous than those provided for in this agreement. The Recipient must inform its Officers of the confidential nature of the Confidential Information and must take all necessary steps to ensure that the terms of this agreement are not violated by such persons. The Recipient is liable for any breach of this agreement by its Officers or any other person to whom it discloses any of the Confidential Information; and
- (b) to those Officers of the Client(s) who:
 - (i) the Discloser has permitted in writing to assist the Recipient in carrying out its obligations under this agreement and not for any other purpose;
 - (ii) need to know such Confidential Information to assist the Recipient in carrying out its obligations under this agreement and not for any other purpose; and
 - (iii) have signed agreements with the Discloser obligating them to maintain the Confidential Information on terms and conditions no less onerous than those provided for in this agreement. The Recipient must inform the Client(s)'s Officers of the confidential nature of the Confidential Information and must take all necessary steps to ensure that the terms of this agreement are not violated by such persons. The Client is jointly and severally liable for any breach of this agreement by the Client(s)'s Officers or any other person to whom it discloses any of the Confidential Information; and
- (c) to the extent necessary to comply with the requirements of any applicable law or regulatory request, provided that where consistent with the requirement the Recipient first gives the Discloser reasonable prior notice of the requirement to disclose. Where prior notice is not permitted, the Recipient must where it is consistent with the relevant requirement, inform the Discloser of the disclosure as soon as possible after it has occurred.

11.4 Ownership of Confidential Information

All Confidential Information and any derivations of it, remain and are the sole and exclusive property of the Discloser. Except as otherwise provided in this agreement, the Discloser does not grant any licence or other right (whether implied or otherwise) whatsoever to the Recipient in respect of the Confidential Information.

11.5 Indemnity for Confidential Information

Where the Recipient has not used all reasonable endeavours to protect the

Discloser's Confidential Information, the Recipient indemnifies the Discloser and will keep the Discloser indemnified in relation to any loss, damage, costs or expenses that the Discloser suffers or incurs as a result of any breach of the Confidential Information provisions of this agreement by the Recipient, Officers of the Recipient, Client(s) or Officers of the Client(s), who are made privy to the Confidential Information. The obligation to indemnify the Discloser is a continuous obligation separate and independent of other obligations and will survive the termination of this agreement.

11.6 Enforcement

The Recipient acknowledges and agrees that unauthorised disclosure or use of Confidential Information could cause great or irreparable injury to the Discloser and that pecuniary compensation would not afford adequate relief or it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief. Therefore, the Recipient agrees that the Discloser will have the right to seek and obtain specific enforcement and injunctive or other equitable relief and that it will waive any requirements for security or the posting of any bond in connection with such remedies. These remedies are not exclusive, but are in addition to any other rights and remedies that the Discloser may have for breach or anticipatory breach of this agreement.

11.7 Survival of Confidentiality Provisions

The Recipient's obligations under this clause 11 survive expiry or termination of this agreement for a period of five (5) years.

12. Association and Publicity

12.1 The Licensor may use the Licensee's marks to promote the fact that Licensee is a licensee of the Methodology, but must do so in accordance with the Licensee's Brand Guidelines in Schedule 4.

12.2 The Licensee may use the Brand in compliance with the terms of this agreement, including the Licensor's Brand Guidelines and to carry out promotional activities relating to the Client(s) Services for Prospect(s).

13. Licensee Acknowledgment

13.1 With respect to the Brand, the Licensee acknowledges that the Licensor is the legal and beneficial owner of the Brand and undertakes:

- (a) not to use the Brand other than for the Permitted Purpose and only in accordance with the Brand Guidelines;
- (b) to only use the Brand in accordance with the look and feel of the Brand and in accordance with any written requirements or guidelines provided by the Licensor to the Licensee from time to time;
- (c) not to alter or modify the Brand;
- (d) not to do anything that may adversely affect the Licensor's rights in relation to the Brand or call into question the validity of those rights;
- (e) not to do anything that may bring the Brand into disrepute, damage the goodwill or reputation attaching to the Brand or dilute the value or strength of the Brand;

- (f) not to make any false, misleading or deceptive representations in connection with the Brand;
- (g) not to mortgage, charge or grant a lien or other security over any part of the Brand without the Licensor's prior written consent;
- (h) not to sub-licence the Brand to the Client(s) or any other Third Party; and
- (i) not to register any trademarks which contain the Brand or any mark, words or phrase which contain the Brand or words or phrases derived from or similar to the Brand.

13.2 With respect to the Materials, Methodology and Methodology Know-how, the Licensee acknowledges and undertakes:

- (a) to only use the Materials, Methodology and Methodology Know-how for the Permitted Purpose;
- (b) to satisfy itself as to the validity and suitability of the Materials, Methodology and Methodology Know-how, for the application;
- (c) not to copy, reproduce or modify or attempt to copy, reproduce or modify the Materials, Methodology or Methodology Know-how in any way without the prior consent of the Licensor;
- (d) not to disclose to Third Parties how the Materials, Methodology and Methodology Know-how are used to arrive at proposed solutions
- (e) not to remove any copyright or proprietary notice from the Materials or Methodology Know-how;
- (f) to use reasonable care and protection to prevent the unauthorised use, copying, publication or dissemination of the Materials, Methodology and Methodology Know-how;
- (g) not to allow any of its Officers who are not adequately trained or skilled to use the Materials, Methodology or Methodology Know-how;
- (h) to require any of its Officers that access the Materials, Methodology or Methodology Know-how to comply with the terms of this agreement.

13.3 The Licensee agrees to comply with any reasonable directions of the Licensor in the event that the Licensor alleges that the Licensee has breached clause 13.1 or 13.2.

14. No Agency or other relationship

14.1 Neither Party will in any manner describe itself or hold itself out as the agent or employee of the other Party or the Client(s).

14.2 Upon request, each Party agrees to confirm in writing to the other the Affiliate status of a particular entity.

15. Warranties

15.1 Licensor Warranties

The Licensor warrants to the Licensee that it has full power and authority to license use of the Brand, Materials, Methodology and Methodology Know-how to the Licensee under the provisions of this agreement.

15.2 Exclusion of warranty

The Licensor does not warrant or represent that Licensee's use or application of the Materials, Methodology or Methodology Know-how guarantees, in respect of the Client(s):

- (a) resulting costs savings;
- (b) preventing operating failures of any kind;
- (c) resulting in reduced maintenance or down-time of any plant and/or equipment.

15.3 No implied warranties

Nothing in this agreement must be construed as excluding, restricting or modifying, or purporting to exclude restrict or modify, any statutory conditions or warranties (whether implied or otherwise) which are incapable of being excluded, restricted or modified.

15.4 Licensee Warranties

The Licensee warrants to the Licensor that:

- (a) it will not challenge the validity of any Intellectual Property Rights licensed pursuant to this agreement, or oppose any application for such Intellectual Property Rights;
- (b) it will use the Brand, Materials, Methodology, Methodology Know-how, Licensee Improvements and Deliverables strictly in accordance with this agreement;
- (c) it will not copy, disclose, reproduce, modify or enhance the Materials, Methodology, Methodology Know-how, Licensee Improvements and Deliverables other than in accordance with this agreement;
- (d) all information it has supplied, and will supply, to the Licensor in connection with this agreement is, to the best of its knowledge, accurate, true and correct;
- (e) it, and its Officers will at all times, act honestly and without negligence or misconduct in respect of the Brand, Materials, Methodology, Methodology Know-how, Licensee Improvements and Deliverables.

16. Limitation of liability

- 16.1 Subject to the express provisions of this agreement and any warranties incapable of exclusion by Law, the Licensor will not be liable for, nor will the Licensee have any remedy or entitlement to make a claim (whether contractual, tortious or otherwise) for any form of loss, liability, damages, costs, charges, expenses, outgoings, payments, injury or harm suffered or incurred by the Licensee (of any kind or nature whatsoever, including without limitation, loss of market, data, opportunity or contracts) in consequence of, or resulting directly or indirectly out of, the supply,

performance or use of the Brand, Materials, Confidential Information, Methodology, Methodology Know-how, Deliverables, the Initial Training and the GTPL Services.

- 16.2 Notwithstanding any other term of this agreement, Licensor's total liability under this agreement, whether in contract, tort (including negligence) or otherwise:
- (a) in relation to the GTPL Services, is limited to the amount paid by the Licensee for the related GTPL Services in the 6 month period preceding the event giving rise to the liability;
 - (b) in relation to any other matters is limited to an amount equal to the Licence Fee.
- 16.3 To the extent that the Licensee has a claim against the Licensor under this agreement that is incapable of exclusion by Law but may be limited, the Licensor's liability is limited to either:
- (a) the cost of re-supplying the relevant GTPL Services; or
 - (b) the amount paid as the relevant Licence Fee,
- as the case may be.
- 16.4 Notwithstanding any other term of this agreement, Licensor's liability for any loss or damage arising as a consequence of a breach of this agreement is reduced proportionally to the extent the act or omission (deliberate or negligent) of the Licensee or any person (other than Licensor, its employees, agents or subcontractors) contributed to the loss or damage incurred.
- 16.5 Licensor will not be liable for damage or loss that is the consequence of:
- (a) incorrect or incomplete information supplied by Licensee or the Client;
 - (b) operational cessation or slow-down of the Licensee or Client;
 - (c) failure of Client's plant or equipment;
 - (d) loss of data;
 - (e) any shortcoming of the Licensee in the performance of its obligations including the granting of full assistance in implementing this agreement.
- 16.6 Where damage or loss occurs as contemplated in clause 16.5 and such damage or loss leads to any claim by the Client or other Third Party, the Licensee indemnifies Licensor against any such claim.
- 16.7 No claim may be brought against Licensor where the Licensee has the possibility in respect of the cause of the damage to claim directly against a Third Party (e.g., a supplier of Licensor) or its insurer.
- 16.8 Neither Party will be liable for a default of any obligation under this agreement if such default arises from a Force Majeure Event. This is not to be construed as a waiver of either Party's obligations under this agreement, and as soon as the Force Majeure Event ceases the affected Party must promptly fulfil its obligations.

17. Third Party Intellectual Property

- 17.1 The Licensee must immediately notify the Licensor if it:
- (a) becomes aware that a Third Party is infringing or threatening to infringe any of

the Intellectual Property Rights in the Brand, Materials, Methodology or Deliverables or has disclosed or is threatening to disclose any Confidential Information (including any Methodology Know-How) (**Third Party Infringement**); or

- (b) receives a notice of a claim or assertion that use of the Brand, Materials, Methodology or Deliverables or any other item provided to the Licensee under this agreement is infringing a Third Party's Intellectual Property Rights or otherwise constitutes misleading or deceptive conduct or passing off (**Third Party Claim**).

17.2 In the event that a Third Party Infringement arises if the Licensor thinks fit, the Licensor will take action to stop the Third Party Infringement. If the Licensor takes such action the Licensee must provide the Licensor with its reasonable cooperation to assist the Licensor, including providing any documentation or testimony the Licensor may reasonably require to stop the Third Party Infringement, at Licensor's sole expenses.

17.3 In the event of a Third Party Claim, the Licensor shall indemnify and hold harmless the Licensee, the Client(s) and/or any of Licensee's or Client(s)'s Officers against all damages and reasonable costs and expenses (including reasonable attorneys' fees) which the Licensee, the Client(s) and/or Licensee's or Client(s)'s Officers may be ordered to pay on the basis of such an allegation by a final judicial decision or resulting from a settlement agreement. Licensor and the Licensee shall jointly control the defence of the Licensee, the Client(s) and/or any of the Licensee's and/or Client(s)'s Officers within the framework of such Third Party Claim.

17.4 If a Third Party Claim is raised the Licensor may, at its discretion:

- (a) replace or modify the Brand, Materials, or Deliverables to make them non-infringing;
- (b) secure the right to continue to use the Brand, Materials, or Deliverables; or
- (c) elect to terminate this agreement immediately upon written notice to the Licensee in which case the Licensor will refund to the Licensee, on a pro-rata basis the Royalty and GTPL Services Fee and Charges, as the case may be, paid by the Licensee under this agreement.

18. Insurance

18.1 The Parties must take out and maintain during the Term the following types of insurance policies when providing consulting services:

- (a) public liability insurance of at least **USD\$[INSERT]** for each occurrence;
- (b) professional indemnity insurance of at least **USD\$[INSERT]** for each occurrence;
- (c) workers compensation insurance as required by law.

19. Default and termination

19.1 A Party will be in default under this agreement and/or any applicable Order if that Party fails to perform or observe any obligation or term contained in this agreement and/or the Order to be performed or observed by that Party (**Defaulting Party**).

- 19.2 Subject to clause 21.2(b), where performance or observance of an obligation or term of this agreement and/or any applicable Order is in dispute, a Party may terminate this agreement and/or any applicable Order immediately by notice in writing to the Defaulting Party if the Defaulting Party fails to remedy its breach and does not contest the Notice of Dispute within thirty (30) Business Days (or any other date agreed on in writing between the Parties) after receiving a Notice of Dispute related to the breach.
- 19.3 Notwithstanding anything in this clause 19, a Party may terminate this agreement and/or any applicable Orders immediately by notice in writing to the other Party if:
- (a) a Party breaches any of its obligations relating to Intellectual Property Rights;
 - (b) a Party breaches any of its obligations in clause 11 in respect of the Parties' Confidential Information.
- 19.4 Immediately following termination or expiry of this agreement and/or any applicable Order:
- (a) the Parties must cease and desist from using the other Party's brand or any mark that is substantially identical with, or deceptively similar to, the other Party's brand and must, at the concerned Party's election, destroy or deliver to the other Party all material (in whatever form or medium) bearing or comprising the brand possessed by or in the control of such Party;
 - (b) Licensee must cease and desist from using, and deliver to the Licensor, all copies of the Materials possessed by, or in the control of, the Licensee;
 - (c) Recipient must cease and desist from using, and deliver to the Discloser, all copies of material containing Confidential Information (including Methodology Know-how and Client's and Prospect's information) possessed by, or in the control of, the Recipient;
 - (d) Licensee shall cease and desist from using the Methodology and deliver to the Licensor, all copies of material containing or embodying the Methodology;
 - (e) Parties shall comply with any requirements relating to the use and/or commercialisation of Improvements and Deliverables set out in clause 9.
- 19.5 For the purposes of clause 19.4(c), material containing Confidential Information includes any material created or generated by a Party that contains Confidential Information, material in any form of storage from which the Confidential Information can be reproduced and material in any form in which the Confidential Information is embodied or encoded.
- 19.6 Within 10 Business Days of termination or expiry of this agreement:
- a. Each Party may request in writing a written statement from the other Party certifying that its actions taken in relation to clauses 19.4 have been carried out and completed. The concerned Party must deliver that written statement to the other Party as soon as reasonably possible following the receipt of such request;
- 19.7 Notwithstanding termination of the agreement and/or any applicable Order, the Licensee remains liable to pay the Licensor the GTPL Services Fee and Charges in respect of GTPL Services delivered, accepted and undisputed prior to the termination of the agreement.
- 19.8 Termination of this agreement will be without prejudice to the rights and obligations of the Parties prior to termination.

- 19.9 Clauses 1 ,9, 11, 13, 16, 17.2, 19.4, 19.5, 19.6, 19.7 and 19.8 survive termination or expiry of this agreement.

20. Personal Data

- 20.1 While performing the GTPL Services, Licensor may have access to and process Personal Data belonging to the Licensee or more generally on which the Licensee has certain rights and/or to the Client(s) for the sole purpose of performing the GTPL Services described in this agreement and any applicable Order.
- 20.2 Licensor will therefore act in its capacity of data processor for the performance of the GTPL Services, the Licensee being considered as the data controller. Consequently, Licensor will collect and process the Personal Data only on Licensee sole instructions and, in any case, in strict compliance and subject to the applicable legal provisions.
- 20.3 Licensor warrants to Licensee that it will not transfer the Personal Data to Third Parties, unless provided with the prior written consent of the Licensee and subject to the applicable legal provisions.

21. Disputes

21.1 Notice of Dispute

If a dispute arises in connection with this agreement, a Party to the dispute must give to the other Party a dispute notice specifying the existence and nature of the dispute (**Notice of Dispute**) and the steps requiring its resolution under this clause 20.

21.2 Failure to Resolve Dispute

- (a) If the dispute which is the subject of the Notice of Dispute is not contested by the Defaulting Party within thirty (30) Business Days of receiving the Notice of Dispute the agreement may be terminated under clause 19.2.
- (b) The Nominated Representatives of each Party will make good faith efforts to resolve the dispute which is the subject of the Notice of Dispute within thirty (30) Business Days. If the dispute which is the subject of the Notice of Dispute is not resolved within thirty (30) Business Days of the Notice of Dispute being given to the other Party and the Defaulting Party contests that it is not in default under the agreement, the dispute must be submitted to mediation or a Court.

21.3 **Appointment of Mediator**

If the Parties have not agreed upon the mediator or the mediator's remuneration within five (5) Business Days after the matter has been referred to mediation, then, to the extent that there is no agreement between the Parties:

- (a) the mediator will be the person appointed by the President of the Law Society of Western Australia (or the President's Nominee); and
- (b) the remuneration of the mediator will be the amount or rate determined by the President of the Law Society of Western Australia (or the President's nominee), acting on the request of either Party.

21.4 Referral to Court

If a dispute, subject of a Notice of Dispute, is not settled amicably, either Party may then, but not earlier, commence proceedings in any court of competent jurisdiction.

21.5 Injunctive Declaratory or Other Interlocutory Relief

Nothing in this clause 21 prevents either Party from obtaining urgent injunctive, declaratory from any court of competent jurisdiction.

22. Notice

22.1 Any notice to be given in terms of this agreement must be made in writing, by email sent to the address of the Party as set out in Item 5 of Schedule 1.

23. General

23.1 Assignment; Subcontracting

Neither Party is authorized to assign, delegate, subcontract nor transfer in any manner whatsoever, any or all of its rights or obligations under this agreement without the other Party's prior written consent, unless in the event of merger through absorption or reorganization, in any form, that does not result in any change of control. For purposes herein control shall designate a change in 30% or more of the ownership in voting right or share capital of the concerned Party. In such case, such Party shall inform the other Party of such merger through absorption or reorganization as soon as practically possible.

23.1 Governing law

This agreement is to be governed by and construed in accordance with the laws of Western Australia. Any dispute arising out of or in connection with this agreement shall be exclusively submitted to the jurisdiction of Western Australian courts.

23.2 Counterparts

This agreement may be executed in counterparts by the Parties, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement, provided that the agreement will be of no force and effect until both Parties have executed a counterpart.

23.3 Severability

Where any provision of this agreement is invalid or not enforceable in accordance with its terms, other provisions of the agreement which are self-sustaining and capable of separate enforcement are, and continue to be, valid and enforceable in accordance with their terms.

23.4 Amendment

No alteration of this agreement will be binding unless it is in writing and executed by both Parties.

23.5 Attorneys

Each person who executes this agreement on behalf of a Party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

23.6 Waiver

The waiver by either Party of a breach of any provision of this agreement by the other must not operate or be construed as a waiver of any subsequent breach by the other.

23.7 Entire agreement; Binding Effect

This agreement constitutes the entire agreement of the Parties pertaining to the subject matter in this agreement and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. This agreement may only be amended or modified by written agreement between authorised representatives of the Parties.

Executed as an agreement

Executed by General Training Pty Ltd (ACN 105 175 488) in accordance with section 127 of the *Corporations Act 2001* by or in the presence of:

Signature of Director

Signature of Director or Secretary

Name of Director in full

Name of Director or Secretary in full

Date: _____

Signed, sealed and delivered by the authorised representative of **[insert Legal Name and relevant entity details]**

Signature of Authorised Representative

Signature of Witness

Name of Authorised Representative in full

Name of Witness in full

Date: _____

Schedule 1 – General Terms

1. Permitted Purpose

To allow the Licensee to use and exploit the Brand, Materials, Methodology and Methodology Know-how in order to develop a viable and scalable consulting business involving the Licensee promoting its Clients Services to Prospect(s) and advising and assisting the Client(s) on improving the operational efficiency of its plant and equipment using the Materials and the Methodology.

2. Fees

Licence Fee is USD\$...

Annual Fee is USD\$...

3. Royalty

[per cent (...%)] of the total amount of each Client(s) Invoice issued by the Licensee to the Client(s) in respect of the Client(s) Services, inclusive of all taxes.

4. GTPL Service Fees and Charges

- (i) USD\$1,000 per day for the Initial Training, with all associated costs borne by the Licensee.
- (ii) USD\$250 per hour for consulting services
- (iii) USD\$2,000 per day for training delivery not related to Initial Training.
- (iv) USD\$250 per hour for preparation of training and materials not related to Initial Training.
- (v) GTPL Services are invoiced exclusive of any goods or services (or like) tax or any withholding taxes or similar charges with the same purpose as a withholding tax, direct or indirect, applicable or to become applicable, and where such taxes become payable each tax will be added to the GTPL Services invoice.
- (vi) Reimbursement of all fees, charges, taxes, expenses, and payments incurred when conducting assignments, fulfilling Orders, or completing duties requested by the Licensee, are charged at cost, plus a 15% GTPL handling, administration and management fee. Such reimbursements embrace, but are not limited to: the use of Third Party services, professional office hire, office equipment rental, office equipment maintenance, stationery, entry visa, immunisation medical, taxis to-and-fro airports, taxis to-and-fro training and assignment venues, rental car hire, car parking charges, telephone calls, business-class flights, 4 to 5-star accommodation, Internet access, meals when travelling, and local personal security when required.

5. Notice

(a) Licensor

Nominated Representative:

Registered Address:

Email Address:

Facsimile: Not applicable

(b) Licensee

Nominated Representative: [INSERT]

Registered Address: [INSERT]

Email Address: [INSERT]

Facsimile: [INSERT IF RELEVANT]

Schedule 2 – Materials

Includes all tools, techniques, documents, forms, diagrams, spreadsheets, training presentations and training resources for the dissemination and application of the Methodology, as listed in the table.

Item / File Name	Document Type	Unique Identifier Format
Day1_PWW_Licensee_Training	MS PowerPoint	PWW00010A1
Day2_PWW_Licensee_Training	MS PowerPoint	PWW00020A1
Day3_PWW_Licensee_Training	MS PowerPoint	PWW00030A1
Day4_PWW_Licensee_Training	MS PowerPoint	PWW00040A1
Day5_PWW_Licensee_Training	MS PowerPoint	PWW00050A1
Plant Wellness Way Licensee Training Workbook	MS Word	PWW00060A1
Change to Win Workbook	MS Word	PWW00070A1
PEW-PWW Templates	MS Excel	PWW00080A1
PWI Assessment	MS Excel	PWW00090A1
PoF_Strategy_Development_Template	MS Excel	PWW00100A1
PoF_Strategy_with_8_Lifecycle_Questions	MS Excel	PWW00110A1
3_Factors_Risk_Analysis	MS Excel	PWW00120A1
Plant Wellness Way Methodology Processes and Procedures	MS Word and MS Excel	PWW-PROCESS010-0010A1

Schedule 3 – Brand

1. Trade Marks

(a) **PLANT WELLNESS WAY** name

(b)



logo mark

Schedule 4 – Brand Guidelines

1.1 Licensor’s Brand Guidelines

1. The Licensee must mark in a prominent place on the first page of any document (e.g. presentations, reports, etc.) generated for and delivered to the Client(s) in providing the Client(s) Services with the PLANT WELLNESS WAY logo and the notation: *"prepared for [Client(s)] utilising the PLANT WELLNESS WAY Methodology, under licence from General Training Pty Ltd"*.
2. In using the Brand on any documents created by the Licensee, the Licensee must use the words *"the name PLANT WELLNESS WAY and its logo are used under licence from General Training Pty Ltd"*.

1.2 Licensee’s Brand Guidelines

[To be completed by Licensee].

Schedule 5 – Order Form Template

[Display the Licensee's standard Order Form for this requirement]

Schedule 6 – Description of GTPL Services

The services provided to the Licensee include:

- 1) Nature and type of GTPL Services available:
 - (i) Training of staff and employees via face-to-face delivery and electronic delivery
 - (ii) Consulting related to the use of the Methodology via face-to-face delivery and electronic delivery
 - (iii) Consulting related to the development and implementation of the solutions stemming from the application of the Methodology via face-to-face delivery and electronic delivery

- 2) Description of GTPL Services and Service Level Agreements:
 - (i) Training in use of the Methodology
 - (ii) Consulting in the use of the Methodology
 - (iii) Consulting in the development and implementation of the solutions stemming from the application of the Methodology

- 3) Type of Deliverables associated to GTPL Services:
 - (i) Applicable training courses and training documents related to the Methodology
 - (ii) Necessary consultation documents applicable to the use of the Methodology
 - (iii) Necessary consultation documents applicable to the development of solutions using the Methodology
 - (iv) Necessary consultation documents applicable to the implementation of solutions using the Methodology

- 4) Acceptance Procedure:
 - (i) Prior to accepting training, consulting, or any other assignment, GTPL undertakes its internal business processes and risk assessment
 - (ii) Written approval of two GTPL Directors