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## LICENCE AGREEMENT

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DATED: \_\_\_\_\_ 20 \_\_\_\_ .

**BETWEEN**

Company Pty Ltd ACN 111 222 333 of 1 Sydney Street Sydney 2000 (**the Licensor**)

**AND**

Other Company Pty Ltd ACN 333 222 111 of 1 Brisbane Street Brisbane 7000  
(**the Licensee**)

# LICENCE AGREEMENT

This Agreement made on \_\_\_\_\_ 20 \_\_\_\_ .

**BETWEEN** Company Pty Ltd ACN 111 222 333 of 1 Sydney Street Sydney 2000  
**(the Licensor)**

**AND** Other Company Pty Ltd ACN 333 222 111 of 1 Brisbane Street  
Brisbane 7000 **(the Licensee).**

## RECITALS

- A. The Licensor is the owner of the product (**the Product**) described in Part A of the Schedule.
- B. The Licensor has agreed to grant the Licensee the right to use the Product strictly on the terms contained in this Agreement and the Licensee has agreed to act as a Licensee of the Product on the terms in this Agreement.

## THE PARTIES AGREE AS FOLLOWS:

### 1 Grant of Licence

- 1.1 The Licensor hereby grants to the Licensee the non-exclusive licence to use the Product for the purpose (**the Purpose**) set out in Part B of the Schedule during the term (**the Term**) set out in Part C of the Schedule in the territory (**the Territory**) described in Part D of the Schedule.
- 1.2 The Licensee promises to the Licensor as an essential term of this Agreement that the Licensee will only use the Product for the Purpose in the Territory during the Term.
- 1.3 The Licensee may if it is not in default under this Agreement extend the Term as provided in Part A of the Schedule.

### 2 Licence Fee

- 2.1 It is an essential term of this Agreement that the Licensee pays to the Licensor the licence fee (the Licence Fee) as set out in Part E of the Schedule and at the times and in the manner set out in Part E of the Schedule.
- 2.2 The Licensor may by notice in writing to the Licensee increase the Licence Fee at the times and to the extent set out in Part E of the Schedule.

Initial: \_\_\_\_\_

### **3 Acknowledgement by the Licensee**

3.1 The Licensee acknowledges and undertakes to the Licensor that:

- (a) the Licensee will not dispute or challenge the Licensor's exclusive ownership of the Product and all intellectual property therein;
- (b) nothing in this Agreement confers on the Licensee any interest in the Product or right to use the Product except to the extent permitted in this Agreement;
- (c) all enhancements, new uses and adaptations of the Product discovered by the Licensee are owned exclusively by the Licensor and the Licensee must sign all documents, assignments or transfers of intellectual property as the Licensor may reasonably require to ensure that the Licensor is the exclusive owner thereof.

3.2 The Licensee promises not by act or omission to bring the Licensor or the Product into disrepute and not to do anything that might harm the interest and reputation of the Licensor.

### **4 Relationship**

4.1 The Licensor and the Licensee are not in partnership nor is there a joint venture between them. The Licensee is not an employee of the Licensor and nor is any person controlling the Licensee an employee of the Licensor. The Licensee is not a franchisee of the Licensor and is not an agent of the Licensor.

4.2 Neither the Licensor nor the Licensee may represent to any person that the relationship between the Licensor and the Licensee is anything other than that of the Licensor and the Licensee.

4.3 The Licensee must not represent to any person that Licensee has any rights to use the Product other than for the Purpose in the Territory during the Term.

### **5 Breaches and Termination**

5.1 If the Licensee fails to pay any sum including the Licence Fee when due to the Licensor or breaches any of the provisions of this Agreement and fails to remedy the breach within 14 days of being requested by the Licensor so to do, the Licensor may at the Licensor's absolute discretion terminate this Agreement by giving written notice to the Licensee to that effect.

5.2 Upon termination through breach or expiry of the Term the Licensee must immediately:

- (a) cease to use the Product; and
- (b) return all of the Licensor's property in the Licensee's possession.

5.3 The Licensor may in the event of breach as an additional remedy to termination claim damages from the Licensee for any loss or damage which the Licensor might thereby suffer.

## **6 Confidentiality**

6.1 The Licensee must keep confidential and must not disclose to any person any information disclosed by the Licensor to the Licensee concerning the Product which is:

- (a) marked confidential, private, or not to be disclosed or secret;
- (b) by its nature confidential to the Licensor.

6.2 The Licensor must not disclose any confidential information disclosed to the Licensor by the Licensee.

## **7 Co-Operation and Good faith**

7.1 The parties will in all their dealings with each other act reasonably and in good faith.

7.2 Nothing in this clause prevents the Licensor or the Licensee from exercising any of their respective rights in the event of breach by the Licensee.

7.3 The Licensor must promptly provide at its own cost all assistance to the Licensee which the Licensee may reasonably require in order to enjoy the benefits of this Agreement.

## **8 Whole Agreement**

8.1 This Agreement represents the whole of the terms of the licence between the Licensor and the Licensee and all representations, undertakings, prior agreements or arrangements are expressly excluded.

## **9 General**

9.1 All modifications to this Agreement must be in writing and be signed by duly authorised representatives of both parties.

9.2 This Agreement may not be assigned or transferred by either party without the prior written consent of the other.

9.3 Each party has had the opportunity before signing this Agreement to obtain separate and independent legal advice as to the effect of this Agreement upon that party.

9.4 Any waiver of any right or entitlement under this Agreement must be in writing signed by the party waiving that right or entitlement.

## **10 Jurisdiction and Proper Law**

10.1 This Agreement is governed by and is to be construed and enforced in accordance with the laws of the State/Territory in which the Licensee carries on the Business and if in more than one State/Territory, then in the State/Territory in which its registered office is. Any court proceedings brought to enforce any provision of this Agreement will be

brought in courts of that State/Territory and the parties submit to the jurisdiction of those courts.

**SAMPLE ONLY**  
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU  
PROVIDE THROUGH THE BUILDING PROCESS

**EXECUTED AS AN AGREEMENT**

**SIGNED BY** )  
**Company Pty Ltd** )  
**ACN 111 222 333** pursuant to )  
Section 127 of the *Corporations Act* 2001 )  
(Cth) in the presence of:

\_\_\_\_\_  
Director

Print Name:

\_\_\_\_\_  
Signature of Witness

Print Name:

\_\_\_\_\_  
Director/Secretary

Print Name:

**SIGNED BY** )  
**Other Company Pty Ltd** )  
**ACN 333 222 111** )  
pursuant to )  
Section 127 of the *Corporations Act* 2001 )  
(Cth) in the presence of:

\_\_\_\_\_  
Director

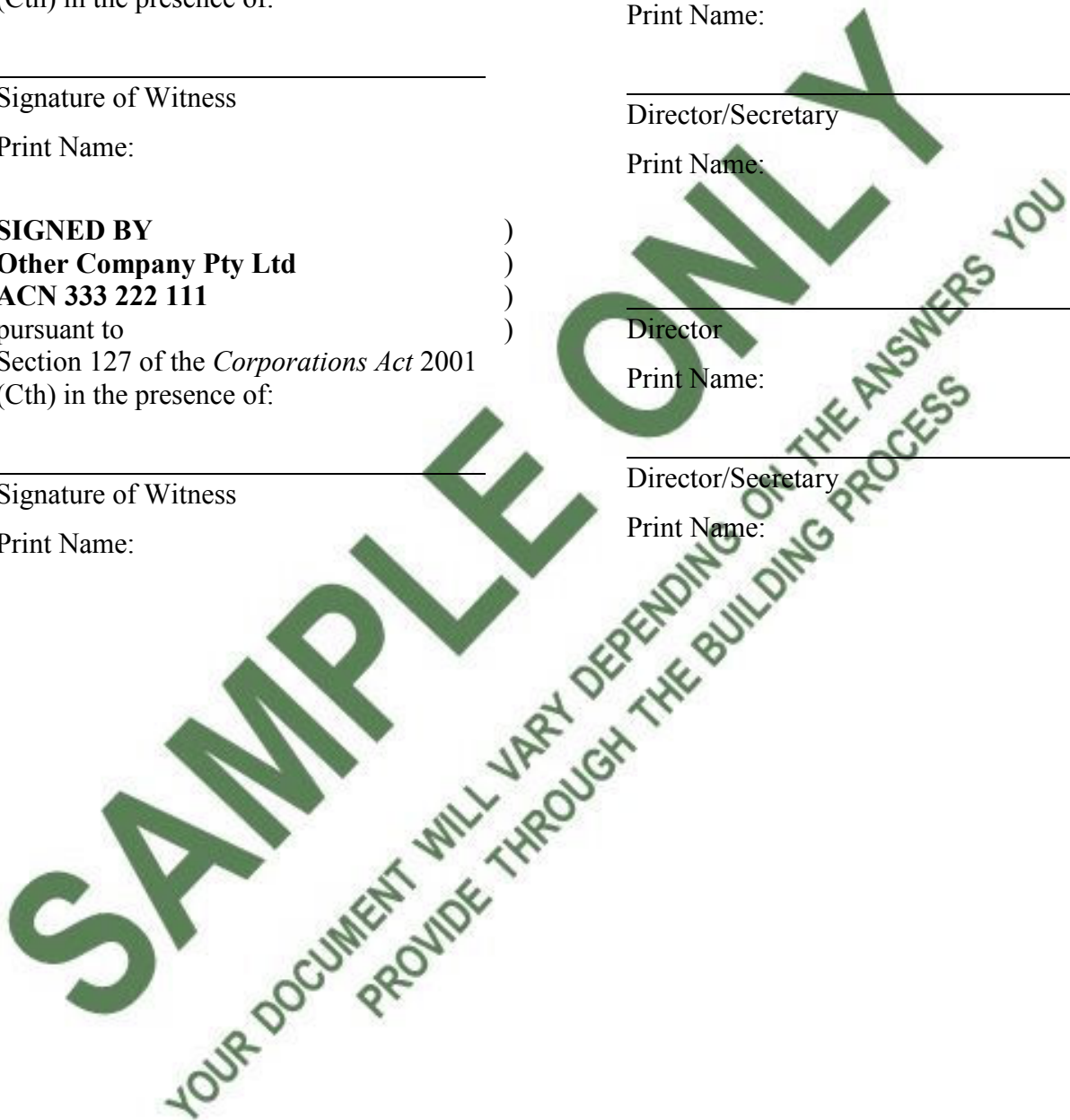
Print Name:

\_\_\_\_\_  
Signature of Witness

Print Name:

\_\_\_\_\_  
Director/Secretary

Print Name:



## SCHEDULE

### PART-A.

the ABC inflatable pen which is a registered trademark of ABC Pty Ltd

### PART-B.

The Purpose of the Licence Agreement is to enable the Licensee to distribute our

### PART-C.

This Licence will operate from the 1st day of November 2010 and shall end on the 31st day of October 2016.

### PART-D.

The licensee Territory is New South Wales

### PART-E.

\$150 per product

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