

INTELLECTUAL PROPERTY

LICENCE AGREEMENT

between

TrueID Pty Ltd – A.C.N. 100 030 582

**VOI & VOA SOFTWARE PROGRAM &
MANUALS & COPYRIGHT MATERIALS**

And

Licensee

INTELLECTUAL PROPERTY LICENCE AGREEMENT

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WHEREAS

- A. The Licensor holds the Intellectual Property rights. The Licensee requires the use of the Intellectual Property for the purposes of the Business.
- B. Licensor has agreed to make the Intellectual Property available by way of this Licence.
- C. The parties now wish to record their agreement herein.

NOW THIS AGREEMENT RECORDS THAT:-

1 LICENCE

- 1.1 In consideration of the payment by Licensee to Licensor of the Licence Fee, the Licensor hereby grants to the Licensee on the terms and conditions set out in this Agreement, an license for the Term to exploit throughout the Territory, the right title and interest subsisting in the Intellectual Property for the Licensee's use in relation to the Business and all rights of action powers immunities and benefits in any way whatsoever attributable thereto and the Licensee accepts such Licence and acknowledges and accepts that such Licence is exclusive for the use of Verification of Identity and Verification of Client Authority for all Property Transactions as required by Law in the State of South Australia

2 OPTIONS TO EXTEND LICENCE PERIOD

- 2.1 After the Initial Period of this Licence has expired, the Licensee may have this **licence extended by the First Option Period, by:-**
 - (a) **giving the Licensor not less than one (1) and not more than three (3) months' notice in writing to that effect prior to the expiration of the Initial Period; and**
 - (b) **provided that at the date of giving such notice and at the expiry of the Initial Period the Licensee is not in default or breach of this Agreement,**

then the Licensor shall grant the Licensee an extension of this licence for the First Option Period commencing on the date of expiration of the Initial Period and otherwise upon and subject to the terms and conditions of this Agreement.

2.2 After the expiration of the First Option Period, the Licensee may have this Licence extended by the Second Option Period by:-

- (a) giving the Licensor not less than one (1) and not more than three (3) months notice in writing to that effect prior to the expiration of the First Option Period; and
- (b) provided that at the date of giving such notice and at the expiry of the First Option Period the Licensee is not in default or breach of this Agreement;

then the Licensor shall grant the Licensee an extension of this licence for the Second Option Period commencing on the date of expiration of the First Option Period and otherwise upon and subject to these terms as are contained in this Agreement.

3 LICENCE FEE

3.1 During the Term, the Licensee shall pay to Licensor the Licence Fee as specified in the Schedule of this agreement

or

The Licence Fee shall be due and payable in equal instalments payable within **twenty eight (28) days** after the signing of this Licence Agreement and then each successive **monthly/quarterly or annual** within the Terms and on the expiry date of the Term in respect of the period commencing on the first day of the period in which the expiry date occurs and concluding on the expiry date.

3.2 **If the Licensee fails to pay the Licence Fee or any part of the Licence Fee**, or any other monies payable by Licensee to the Licensor and **such money remain/s unpaid for fourteen (14) days after the payment became due** (whether any formal or legal demand has been made or not), then the Licensee shall pay (in addition to the actual sum owing to Licensor) interest at the rate which is 2% above the minimum overdraft rate chargeable by Licensor's bank at the time on such monies from the date on which such monies fall due for payment to the date on which such monies are paid by the Licensee or recovered as the case may be, **unless otherwise agreed to between the Licensee and Licensor**

3.3 Notwithstanding the termination of this Agreement, any monies tendered in any manner hereinafter provided by the Licensee after the date for payment of the Licence Fee has fallen due in accordance with this Agreement may be (and in the absence of any express election of Licensor shall be) accepted and applied:-

- (a) firstly, on account of Licensor's legal costs and disbursements in respect of any default;
- (b) secondly, on account of interest on the arrears of the overdue monies, as the case may be; and

- (c) thirdly on account of any actual Licence Fee, or other money, accrued or due hereunder but unpaid at the due date.

4 LICENSEE'S UNDERTAKINGS

4.1 Throughout the Term, the Licensee undertakes to:-

- (a) exploit itself the Intellectual Property in accordance with all the laws in force throughout South Australia & Australia & Territories for the period of the Term;
- (b) use its best endeavours to:-**
 - (i) preserve the value and validity of the Intellectual Property; and
 - (ii) create promote retain and enhance the goodwill in the Intellectual Property ;
- (c) during the Term and thereafter the termination of this Agreement:-
 - (i) **not to allow or facilitate the use nor exploit** the Intellectual Property in a manner in any way detrimental to the operation of the Licensor pursuant to this Agreement; and
 - (ii) not at any time to contravene, deny, contest, contribute nor object to in any way directly or indirectly in respect of the rights subsisting in the Intellectual Property and to take such steps as may be appropriate and available to the Licensee to prevent the infringement of any and all the rights subsisting in the Intellectual Property;
- (d) in connection with the exploitation of the Intellectual Property refrain from giving a warranty in respect of the Intellectual Property:-**
 - (i) beyond that which the Licensee is obliged in law to give; or
 - (ii) which warranty or guarantee has not been approved in writing to the Licensee by the Licensor;**
- (e) refrain either by itself or through or in conjunction with any other person, directly or indirectly from being concerned in any activity which would or might have an adverse effect on the profitability of the Business;
- (f) to use the Intellectual Property only on or in connection with the Business and not to use any other alternate property which is substantially similar to or which so nearly resembles the Business as may be likely to cause deception or confusion;
- (g) treat as confidential the Technical Information except that which at the time of its disclosure to the Licensee was generally available or subsequently became known to the public provided always that this covenant shall

continue in full force and effect notwithstanding that this Agreement has terminated;

- (h) devote its best endeavours to the conduct of the Licence.

5 BUSINESS LIABILITY

5.1 The Licensee hereby agrees to fully effectually and promptly indemnify the Licensor against any loss (either direct or indirect) damage or expense whatsoever which the Licensor may suffer or incur in respect of:-

- (a) any breach by the Licensee of the provisions of this Agreement; or
- (b) any breach by a sub-Licensee/Agent of the provisions of any sub-licence agreement; or
- (c) any claim or demand or suit by any person against Licensor arising out of or in respect of the exploitation of the Intellectual Property by the Licensee or any sub-Licensee/Agent.

5.2 The Licensee hereby irrevocably:-

- (a) releases the Licensor; and
- (b) waives all claims which the Licensee may have in the future against Licensor but for this clause 5.2;

in respect of any action claim or remedy whatsoever in any way attributable to the exploitation of the Intellectual Property by the Licensee and any Sub-Licensee/Agent.

6 QUALITY CONTROL

6.1 The Licensee shall allow the Licensor or its nominated representative to inspect:-

- (a) any part of the Intellectual Property;
- (b) the place and method of use of the Intellectual Property in the Business by the Licensee;

to ensure the intrinsic merit of the Intellectual Property, the appearance and the fidelity of the Intellectual Property to the Business (collectively "Quality Control") and the Licensee shall be directed by the Licensor from time to time on issues of Quality Control, **which directions shall be set out in writing with supporting reasons, especially in regards to further safety protection or statutory requirements by Law to protect the Licensee and or sub-Licensee/Agent** in regards to the intellectual property

7 TERMINATION

7.1 During the Term, Licensor shall have the right to terminate this Agreement by giving **fourteen (14) days notice** in writing to the Licensee where the Licensee has:-

- (a) committed a breach of any of the terms of this Agreement; **provided however that the Licensee has fourteen (14) days** from being put on notice in writing of its breach **to rectify the same; or**
- (b) execution levied against it, has entered or attempted to enter into any composition or arrangement with its creditors, has a winding up order made or (except for the purposes of reconstruction) has passed or attempted to pass a resolution for winding up, or has become a party to the appointment of or has an official manager appointed or has a Receiver appointed for the whole or any part of its property or has undertaken to become or has become a party to or has attempted to enter into any composition or Scheme of Arrangement, **or by mutual consent by both parties.**

7.2 Upon the termination of this Agreement for any reason, the Licensee shall not be released from any liability arising from any antecedent breach of the terms of this Agreement.

7.3 In the event of the expiration or termination of this Agreement for any reason, all rights of the Licensee shall terminate and the Licensee shall take such steps as may be necessary to ensure forthwith that the Licensee:-

- (a) ceases to use directly or indirectly the Intellectual Property and returns to the Licensor all manuals, Intellectual Property and other materials supplied by the Licensor to the Licensee;
- (b) permit the Licensor by its officers and agents to give effect to all the sub-paragraphs in this clause 7.37.3

HOWEVER the LICENSOR GUARANTEES THAT:

The Licensee will be permitted to retain ALL of their client information, and Verification Certificates and Authorisation Certificates collected during the term of use of the Intellectual Property. This shall remain the sole property of the Licensee and will NEVER be compromised by the Licensor

8 NOTICE

8.1 Any notice that a party wishes to give pursuant to this Agreement and which is addressed to the last known address of the intended recipient, or to agents known to be in communication with, or to a receiver liquidator or other properly appointed person having authority by virtue of their intended recipient appointment over the affairs of the intended recipient, and dispatched:-

- (a) by facsimile or email shall be deemed to have been properly given (if transmitted during business hours of the receiving instrument) within one (1) hour and if not during business hours of the receiving instrument, 9.00 a.m. on the next working day;

** unless in actual receipt at an earlier date or time is established and proof that:-

- (a) facsimile or email was sent; **shall be sufficient evidence of service on the intended recipient.**

9 MERGER

- 9.1 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions and agreements between them, and the parties **shall not be bound by any conditions definitions warranties or representations in respect of the subject matter of this Agreement other than those contained in this Agreement.**
- 9.2 The provision of this Agreement and the warranties and covenants given or made hereunder and any other obligations which are not satisfied by the due date therefore shall not cease on expiration of the appropriate period but shall endure thereafter for the benefit of the party in whose favour they were originally intended.

10 FORUM AND JURISDICTION

- 10.1 This Agreement shall be deemed to have been made in Australia and the construction or validity or performance of this Agreement shall be governed in all respects by the laws of Australia and any dispute in relation to any provision of this Agreement shall be heard in the courts of that jurisdiction.

11 HEADINGS

- 11.1 All side notes and headings throughout this Agreement have been inserted for the purpose of ease of reference only and shall not define limit nor affect the meaning nor interpretation of this instrument or any instrument created pursuant hereto or in accordance herewith.

12 WAIVER

- 12.1 Should there be any delay on the part of a party in the exercise of any of their rights under this Agreement such delay shall not be deemed to be a waiver of any such rights by a party and except where a party shall expressly by notice in writing waive compliance with any covenant of this Agreement, there shall not be deemed to be a waiver by a party of any of the conditions of this Agreement.
- 12.2 The waiver by a party of any default by a party of any of the obligations of this Agreement shall not be in any way construed to operate as a licence to a party to repeat or continue any such alleged default nor shall any such waiver be construed or operate as a waiver of any subsequent default whether of like nature or not by a party.

13 TIME

13.1 Time shall in all cases and in every respect be deemed to be of the essence of this Agreement.

14 NO RIGHT TO WITHHOLD PAYMENTS

14.1 Each party agrees that it will not on any grounds of alleged non-performance by a party of any of its obligations or for any other reason, withhold payment of any amount due whatsoever.

15 FURTHER ASSURANCES AND POWER OF ATTORNEY ** solely at Licensees discretion and Instructions if so desired.

15.1 Each party shall execute and deliver such further instruments, and shall perform such further acts as may be necessary and desirable to carry out, all obligations contained in this Agreement. A party **can** hereby irrevocably appoints each of the directors and the secretary of the other party severally as its attorney and hereby empowers each of them to execute such instruments, for and in a party's name in order to give full effect to those provisions of this Agreement in relation to securing the Intellectual Property and in particular, with respect to any Improvements. A party hereby declares that the power of attorney herein granted may be exercised **only** during any subsequent legal incapacity on its part **and only if instructed by the Licensee/s**

16 COSTS AND TAXES inclusive of GST – ATO – and GST regulations of Australia

16.1 A party shall pay all stamp duties and taxes charged on or in connection herewith as well as all reasonable fees, incurred by a party in exercising or enforcing its rights hereunder including those arising from default by a party.

16.2 Each party shall bear their own costs and expenses (including legal fees) in settling and signing this Agreement.

16.3 If any party fails to perform any of its obligations under this Agreement, such party shall pay to the other parties all reasonable costs and expenses incurred by such other parties in enforcing their right or recovering damages including, without limitation, reasonable legal costs and expenses.

17 FORCE MAJEURE

17.1 Neither party to this Agreement shall be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstance beyond its control in regards to using the Intellectual Property and Software, including, but not by way of limitation, any failures or delays in performance caused by acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws of Australia or with the orders or policies of any governmental authority, delays in transit or delivery in the part of transportation companies or communication facilities, or failure of sources of raw materials. In such event, a party may at its option, make deliveries rateably with reference to itself and all its customers.

18 LEGAL RELATIONSHIP

18.1 Within the terms of this Agreement ***a party and a party acknowledge and agree that they have entered into a fiduciary relationship with each other and that they shall in their dealings with each other act in good faith so as to give each other the fullest possible benefit of the said relationship.***

19 EMPLOYEES

19.1 The parties mutually agree not to solicit any employees of the other during the Term of this Agreement, except as may be mutually agreed in writing.

20 REPRESENTATION AND WARRANTY

20.1 Each party represents and warrants to the other that it is not a party to or bound by any agreement or understanding, either oral or written, which conflicts with or purports to prohibit either a party or a party from entering into this Agreement.

21 ASSIGNMENT

21.1 Neither party shall be entitled to assign its rights and obligations under this Agreement, ***except with the prior written consent of the other, such consent not to be unreasonably withheld*** and provided always that any right of assignment is conditional upon the assignee accepting in writing the obligations of the assignor.

22 SEVERABILITY

22.1 If any provision of this Agreement is determined by a Court or arbitrator to be void or unenforceable in whole or in part, it shall not affect or impair the validity or enforcement of any other provision of this Agreement.

23 INTERPRETATION

23.1 In this Agreement, the following terms shall have these meanings given to them unless their context otherwise requires:-

Agreement	this Licence Agreement of Intellectual Property including all the recitals, schedules and any other agreement expressed to be supplemental to this Agreement.
Business	those business activities conducted by the Licensee, or sub-Licensee/Agent for the commercialisation of the Product.
Copyright	those rights of copyright under the Commonwealth Copyright Act in respect of the Material and other rights of copyright throughout the World.
Exploit	those best endeavours to do and not to omit to do those activities which directly or indirectly carry out or effect the promotion of the Product within the Territory and in accordance with this Agreement; and "exploitation" shall have a corresponding meaning.

First Option Period	Refer to Schedule 1.
Initial Period	Refer to Schedule 1.
Intellectual Property	jointly and severally the Future Rights, Patent Rights, Copyright, Design Rights, Trade Mark Rights, Trade Secrets, Marketing Systems, Domain Names, Source Code and the Technical Information.
Licence	those rights granted by the Licensor to the Licensee in accordance with this Agreement.
Licence Fee	Refer to Schedule 1.
Material	Software program, graphs, models photographs, letters, client lists, formulae, notes, correspondence, drawings and other written material or software relating to or included in the Product and/or Business.
Option Period	jointly and severally the First Option Period and the Second Option Period.
Person	includes any person, firm, corporation, legal entity or partnership or organised group of persons or legal successors or representatives of the foregoing.
Product	Refer to Schedule 1.
Second Option Period	Refer to Schedule 1.
Term	(a) the Initial Period and any Option Period; or (b) the period of time from execution of this Agreement until an event specified in Clause 7 hereto; whichever is the first to occur.
Technical Information	all information relating to the Software Product and the Business which is confidential to Licensor prior to or during the Term.
Territory	Refer to Schedule 1.
Trade Mark Rights	those rights in trade mark application (if any) and the trade nomination of the Licensor and such other

names and symbols hereinafter developed or acquired by the Licensor or the Licensee which might describe the Product or Business or the operation of the Licensor or the Licensee and capable of protection under the Trade Marks Act (as amended) and the Trade Mark Regulations of the Commonwealth of Australia and by other laws throughout the World, the Business Names Act or the Corporations Law.

- 23.2 Words denoting the singular number only shall include the plural number and vice versa and the masculine shall include the feminine and vice versa.
- 23.3 A reference in this Agreement to any Act of Parliament or any section thereof shall be read as though the words "or any statutory modification or re-enactment thereof or any statutory provisions substituted therefore" were added to such reference.

LICENCE TO USE COPYRIGHT MATERIAL

Whereas:

- (a) TrueID Pty Ltd is the rightful owner of the Copyright Material described in Schedule A (the 'Copyright Material')
- (b) Licensee wishes to license from TrueID Pty Ltd the copyright material with the view to reprint and publish the copyright material.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the sum of \$ As Agreed, receipt of which the Licensor hereby acknowledges, the Licensor grants to the Licensee a licence to use, reprint and publish the Copyright Material
2. The Copyright Material shall be used by the Licensee only in the following manner or publication and for the following period: **As per Agreed Agreement Period**
3. The Copyright Material shall be used by the Licensee only in the following territory of the world: **The whole of Australia and World Wide**
4. The Licensee agrees that the Licensor shall retain the worldwide copyright in the Copyright Material, and the moral rights of the author of the Copyright Material are hereby asserted.
5. This agreement shall be binding upon and inure to the benefit of the parties, their successor and assigns.
6. Nothing in this Agreement is intended to confer any benefit on a third party whether under the Contracts (Rights of Third Parties) Act or otherwise.

24 Schedule A

Copyright Material – For TrueID

[Describe the copyright material]

Software programs, for Verification of ID, Authorisation of Client signature, Name, Logos and all intellectual property, including TrueID Written User Guides