

TRADE MARK LICENCE

Parties

- A No Lights No Lycra Pty Ltd (“NLNL”)
B The party who has agreed to become a Licensee under the terms and conditions of this Agreement (“Licensee”)

Background

- A NLNL is the exclusive owner of the right, title, interest and goodwill in the Intellectual Property.
B NLNL authorises the Licensee to use the Intellectual Property on the terms and conditions of this Agreement.

Definitions

In this Agreement, the following terms shall have the meanings given to them below except where the context otherwise requires:

Annual Fee means the Annual Fee specified in Schedule 3, as amended by NLNL and communicated to the Licensee in writing from time to time.

Code of Conduct means the NLNL Code of Conduct attached as Schedule 1 to this Agreement, as amended by NLNL and communicated to the Licensee in writing from time to time.

Commencement Date means the date on which the Licensee agrees to become a Licensee under the terms and conditions of this Agreement.

Insolvency Event means the happening of any of the following events:

- (a) a liquidator is appointed;
- (b) proceedings are initiated for winding up or similar process;
- (c) a party is or is deemed or presumed by law or a court to be insolvent; or
- (d) anything analogous to the above under the law of any applicable jurisdiction.

Intellectual Property means:

- (a) the word trade mark “No Lights No Lycra”;
- (b) the word trade mark "NLNL";
- (c) the word trade mark “No Lights”;
- (d) the official NLNL logo set out in Schedule 2; and
- (e) any other trade mark with the written agreement of NLNL.

Percentage Fee means the Percentage Fee specified in Schedule 3, as amended by NLNL and communicated in writing to the Licensee from time to time, which is payable by the Licensee on a weekly basis according to the number of dancers stated in the Weekly Dancing Table.

Services means a dance event conducted by the Licensee in accordance with the NLNL Code of Conduct not more than once per week for a maximum of two hours.

Startup Fee means the Startup Fee specified in Schedule 3.

Term means 24 months or as otherwise agreed between the parties.

Territory means the geographical area in which the Services can be provided by the Licensee, as agreed in writing with NLNL.

Terms and conditions

1 Term

- 1.1 This Agreement commences on the Commencement Date.
1.2 This Agreement ends on the earlier of:
(a) expiration of the Term; and
(b) termination under clause 9.

2 Grant of User Rights

- 2.1 Upon the terms and conditions set out in this Agreement, NLNL grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Intellectual Property in relation to the Services in the Territory for the Term.

3 Payments

- 3.1 In consideration of the licence granted in clause 2.1, the Licensee must pay to NLNL:
(a) the Startup Fee on the Commencement Date; and
(b) the Annual Fee within 30 days of the invoice issued on the 1st of Feb each year,
(c) any applicable Percentage Fee on a weekly basis at the time the Weekly Dancing Table is sent to NLNL in accordance with clause 5.1(d) below.
3.2 Any change in the Percentage Fee does not take effect until 30 days after the date that NLNL notifies the Licensee in writing of the change to the Percentage Fee.

4 NLNL Obligations

- 4.1 NLNL must provide to the Licensee:
(a) the NLNL Information Sheet for Licensees;
(b) the NLNL Social Media and Communication Guidelines;
(c) the Weekly Dancing Table to record the number of dancers attending each weekly event at which the Services are provided;
(d) ongoing publicity of the Services through the official NLNL website;
(e) ongoing general publicity advice as reasonably required;

(f) a high resolution copy of the NLNL Logo as set out in Schedule 2.

5 Licensee Obligations

5.1 The Licensee must:

- (a) provide the Services at all times in compliance with the NLNL Code of Conduct;
- (b) follow the NLNL Social Media and Communication Guidelines in relation to the promotion of the Services at all times;
- (c) strictly follow all directions from NLNL in relation to the use of the Intellectual Property;
- (d) send to NLNL a completed Weekly Dancing Table within 7 days of providing the Services;
- (e) use and give prominence to the Intellectual Property in all marketing materials, including advertising, displays and literature, undertaken or published by or on behalf of the Licensee upon or in relation to the Services;
- (f) in using the Intellectual Property comply with:
 - (i) the laws applicable from time to time in the Territory;
 - (ii) reasonable standards of health and safety; and
 - (iii) NLNL's reasonable and lawful directions from time to time;
- (g) provide NLNL with regular reports regarding the Services, including responding promptly to requests by NLNL for information and updates; and
- (h) promptly inform NLNL in writing of any changes to the Licensee's contact details.

5.2 The Licensee must not:

- (a) use the Intellectual Property in relation to any services other than the Services;
- (b) use the Intellectual Property in relation to any merchandise or goods other than official NLNL merchandise approved by NLNL;
- (c) sell any other merchandise or goods in connection with providing the Services except with NLNL's written consent;
- (d) modify, alter or adapt the Intellectual Property in whole or in part without NLNL's written consent;
- (e) register or attempt to register any trade mark, domain name, company name or business name (ABN) which incorporates the Intellectual Property or any words or combination of letters substantially identical with or deceptively similar to the Intellectual Property;
- (f) use the Intellectual Property or any words or combination of letters substantially identical with or deceptively similar to the Intellectual Property as part of any other identification or name (including a trade mark, domain name, company name or business name (ABN)) except with NLNL's written consent.

5.3 For the avoidance of doubt, the Licensee is not permitted to use the Intellectual Property in relation to any event outside of the weekly Services, including any one off or regular event held at or in association with any festival or other public event, other than on terms agreed in writing with NLNL.

6 No agency

6.1 The Licensee must:

- (a) not in any manner describe itself or hold itself out as an agent of NLNL;
- (b) ensure that NLNL cannot be or become liable whatsoever in respect of the provision of the Services or any other transactions entered into by the Licensee with any other party; or
- (c) not grant or purport to grant any right, licence or authority to use the Intellectual Property to any third party whether at common law or otherwise.

7 Title

7.1 The Licensee acknowledges and agrees that all right, title and interest in the Intellectual Property, together with all goodwill attached to it, is and shall be the property of NLNL at all times during and after the Term.

7.2 The Licensee acknowledges and agrees that all goodwill in the Intellectual Property enures to the benefit of NLNL absolutely without the need for any assignment or other form of transfer.

7.3 The Licensee must not:

- (a) invalidate or put in dispute NLNL's title and interest in the Intellectual Property;
- (b) oppose any application by NLNL or a person authorized by NLNL for registration of the Intellectual Property;
- (c) invalidate or seek to invalidate any registration of the Intellectual Property;
- (d) cause any registrar of an Intellectual Property register or authority to require a disclaimer of a monopoly in any Intellectual Property.

7.4 The Licensee must provide all reasonable assistance to support:

- (a) any application by NLNL to remove any trade mark as a registered trade mark; or
- (b) any action by NLNL to defend the Intellectual Property.

8 Maintenance of value and infringement

8.1 The Licensee must use its best endeavours to preserve the value, distinctiveness and validity of the Intellectual Property and in particular must:

- (a) endeavour to create, promote and retain the goodwill in the Intellectual Property;
- (b) do all things reasonably necessary for the protection of the Intellectual Property against deregistration or infringement; and
- (c) notify NLNL of:
 - (i) any infringement or threatened infringement of the Intellectual Property; and
 - (ii) any claim by a third party that any of the Intellectual Property is liable to confuse, mislead or deceive the public, amounts to common law passing off or otherwise infringes any third party rights.

8.2 NLNL will have absolute control over any proceedings in respect of any claim regarding or relating to the Intellectual

Property and in settling any such proceedings. The Licensee must co-operate with NLNL and take such steps as NLNL may request in relation to any such proceedings.

9 Termination

9.1 Without prejudice to any right or remedy which NLNL may have against the Licensee for breach of this Agreement, NLNL may terminate this Agreement at any time without notice to the Licensee if the Licensee:

- (i) commits a breach of any of the provisions of this Agreement and the breach cannot be rectified;
- (ii) commits a breach of any of the provisions of this Agreement and does not rectify the breach within a period of 14 days after receiving notice from NLNL specifying the nature of the default;
- (iii) is the subject of an Insolvency Event;
- (iv) ceases to provide the Services; or
- (v) fails to comply with the NLNL Code of Conduct.

9.2 Either party may terminate this Agreement for any reason with 30 days prior notice to the other party.

10 Post-expiry or termination

10.1 Immediately upon expiry or termination of this Agreement for any reason, all rights granted to the Licensee under this Agreement will immediately cease and the Licensee:

- (a) must not use the Intellectual Property;
- (b) must not purport to have any right to use the Intellectual Property, or any ongoing connection with NLNL;
- (c) must comply with the NLNL Social Media Guidelines in relation to the cessation of use and transfer to NLNL of ownership or access to relevant social media accounts;
- (d) must not use or apply to register any name or trade mark that is substantially identical with or deceptively similar to the Intellectual Property for any services the same as or similar to the Services; and
- (e) agrees not to provide any services (under any name or trade mark whatsoever) which are the same or essentially the same as the Services in the Territory in competition with NLNL for a period of 12 months following expiry or termination.

11 Indemnity

11.1 The Licensee must at all times keep NLNL indemnified from and against all claims, demands, actions, proceedings or prosecutions which may be brought, commenced against NLNL or in which NLNL may be involved in consequence of or relating to:

- (a) the provision of the Services by the Licensee;
- (b) the breach of any term of this Agreement by the Licensee; or
- (c) any use of the Intellectual Property by the Licensee that is not authorized by this Agreement.

12 Insurance

12.1 The Licensee must keep and maintain reasonable public liability insurance in relation to the Services at all times of not less than A\$5,000,000 or the equivalent in the relevant currency.

13 Assignment

13.1 The Licensee must not assign all or any of its rights in this Agreement without the prior written consent of NLNL.

14 Entire Agreement

14.1 This Agreement records the entire Agreement between the parties and replaces all representations, warranties or proposals not embodied herein.

15 Governing Law

15.1 This Agreement is governed by the laws of the State of Victoria, Australia except to the extent to which they are overridden by Commonwealth laws and the parties submit to the jurisdiction of the courts of the State of Victoria.

16 No waiver

16.1 Failure or omission by a party at any time to enforce or require strict or timely compliance with any provision of this Agreement does not affect or impair that provision in any way or the rights of such party to avail itself of the remedies it may have in respect of any breach of any such provision.

17 Variation

17.1 Subject to the terms of this Agreement, this Agreement must not be changed or modified in any way subsequent to its execution except in writing signed by the parties.

18 Severance

18.1 If any provision of this Agreement is invalid, unlawful, void or unenforceable it will be taken to have been severed without affecting any other of the obligations of the parties under this Agreement.

19 Notices

19.1 Any notice, approval consent or other communication given by one party to the other must be in writing and delivered personally or by post or by email to the other party at:

- (a) in the case of an incorporated body, at such body's:
 - (i) registered address; or
 - (ii) usual place of business; or
 - (iii) email address as notified from time to time.
- (b) in the case of a natural person, at such person's:
 - (iv) address for service as advised from time to time; or
 - (v) then-current residential address; or
 - (vi) email address as notified from time to time.

20 Duration of the Provisions

20.1 The covenants, rights, entitlements, duties and obligations contained in this Agreement do not merge upon termination of this Agreement but to the extent that they are capable of having effect after termination of this Agreement remain in full force and effect.

21 Counterparts

21.1 This Agreement may be executed by each party separately executing a counterpart and exchanging those counterparts. In such event the counterparts together will constitute one legally binding agreement.

22 Interpretation

22.1 In this document including the background and any schedules, except where the context otherwise requires:

- (a) another grammatical form of a defined word or expression has a corresponding meaning;
- (b) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;
- (c) the singular includes the plural and vice versa, and a gender includes other genders;
- (d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this document, and a reference to this document includes any schedule or annexure;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to any thing includes any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (g) a party includes the party's executors, administrators, heirs, successors; and
- (h) any discretion (including where a party "may" do any thing) is sole, unfettered and absolute unless otherwise stated.

SCHEDULE 1 CODE OF CONDUCT

The NLNL Code of Conduct requires the Licensee to conduct the Services as:

- (i) a drug and alcohol free event;
- (ii) an inclusive event, open to all ages, genders, backgrounds and demographics;
- (iii) an event which provides equal access for everyone;
- (iv) an event with a low entrance fee approved by NLNL;
- (v) an event that encourages safe dance practices, including:
 - (a) dancing in a dimly lit room but with adequate lighting for safe visibility;
 - (b) dancing individually without physical contact [ie. no contact dancing involving weight bearing];
 - (c) dancing on clean, dry and safe floor surfaces;
 - (d) where the first three tracks are appropriate warm up tracks;
 - (e) where cool down music is played at the end of the class to encourage stretching.

SCHEDULE 2 LOGO



SCHEDULE 3 Fees

Annual Fee	\$200 plus GST Invoice issued on the 1st of Feb each year, to be paid within 30 days of invoice.
Start Up Fee	\$200 plus GST on commencement date.
Percentage	Ambassadors are required to pay 20% of profit to NLNL. This applies when there are 25+ participants. Classes are charged at \$10 full and \$8 concession International NLNL chapters are encouraged to find an equivalent price for their community.