

ireviloution enterprises pty ltd license agreement

This agreement is made on the ____ of _____, _____.

BETWEEN: ireviloution Enterprises Pty. Ltd. A.C.N. 138 281 366 (“the licensor”)

AND: _____ (“the licensee”)

recitals

A. The licensor has developed the ireviloution intelligence brand and Purple Penguin brand of products and services together with a distinctive and valuable name, image and reputation associated with those products and services.

B. The licensee(s) have requested that the licensor grant them a license of the products and services.

C. The licensor has agreed to grant the licensee(s) a license on the terms and conditions set out in this agreement, which the licensee(s) have accepted.

license schedule

Membership option: (please tick)		
PayGo	\$685 +GST	<input type="checkbox"/>
Launchpad	\$1,685 +GST	<input type="checkbox"/>
Enterprise	\$11,685 +GST	<input type="checkbox"/>
Entrepreneur	\$21,685 +GST	<input type="checkbox"/>

Monthly license fee:	
PayGo	\$189 +GST
Launchpad	\$159 +GST
Enterprise	Inclusive
Entrepreneur	Inclusive

ii International Property Management Academy discount:	
PayGo	20% discount
Launchpad	40% discount
Enterprise	70% discount
Entrepreneur	Unlimited training

ii International Property Management Academy:	
Student enrolment fee	\$50 per student (+GST)

debit request authority

Please refer to the Ezidebit Direct Debit Request form for payment details.

Should monthly license fee not be paid by means of direct debit a monthly fee of \$15 (+GST) will be added to the relevant monthly license fee.

Initial: _____ Date: _____

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed by Jo-Anne Oliveri)
The licensor)
in accordance with the)
Corporations Act)

Director/Secretary

Signed by _____)
The licensee)
in accordance with the)
Corporations Act)

Director/Secretary

in the presence of:)

Signature of witness

Name of witness (BLOCK LETTERS)

Licensee also requested a referral for:

- Prognosis
- Consulting
- Mentoring
- Due diligence
- Business plan
- Rent roll transfer and transition

Initial: _____ Date: _____

terms of the agreement

1. definitions

In this agreement the following definitions apply:

- “the licensor” means ireviloution Enterprises Pty. Ltd., its transferees and assigns.
- “the brand” means ireviloution intelligence and Purple Penguin products and services.
- “the commencement date” means ____of _____, _____.
- “the confidential information” means any confidential or commercially sensitive or valuable information belonging to the licensor concerning its systems, the brand or the products and services and includes any manual, any price lists relating to the products and services, any customer lists and licensee information, any financial information concerning the licensor, the mode of operation, methods, advertising, publicity, trade secrets, technical information, and any other document on which the word “confidential” has been marked.
- “the intellectual property” means forms, documents, system processes copywrited under ireviloution and the trade mark Purple Penguin.
- “the licensee(s)” means _____ both jointly and severally.
- “the products and services” means the processes related to the management of property leasing and management of residential real estate.
- “payment terms” are specified in Section 21.
- “the term” is the period of three (3) years.

2. operation of agreement

This agreement shall commence on the commencement date and shall continue for the term unless earlier terminated in accordance with this agreement.

3. appointment as licensee(s)

1. The licensor grants the licensee(s) permission and the non-exclusive right to use the intellectual property.
 - a. The licensee(s) acknowledge that the licensor owns the intellectual property and the licensee(s) has no interest in it and will acquire no interest in it by virtue of this agreement.
 - b. Any goodwill developed by the licensee(s) in the intellectual property shall vest in the licensor.

4. licensor’s obligations

1. The licensor shall provide such information, training and systems advice and assistance or support as the licensor in its absolute discretion deems necessary from time to time on matters pertaining to the product and services.
2. The licensor shall supply the licensee with manuals and forms or any other item or products and services that the licensor, in its absolute discretion, deems necessary from time to time to support the product and services.

5. licensee(s)’ obligations

1. The licensee(s) must:
 - a. not distribute, copy, or reproduce the intellectual property.
 - b. not sub-license or resell the product and services to a third party.
 - c. not modify, alter or adapt the intellectual property.

Initial: _____ Date: _____

- d. consult with the licensor on any improvements which would benefit the product and services and its use by the licensee(s).
- e. advise and report by written notice of any breaches of this clause or the agreement.

6. pricing

1. Price structures are not binding on the licensor and may be altered at any time at the licensor's discretion.
2. In the event that there is an increase in price for the license the licensor will notify the licensee(s) in writing 30 days in advance of any increase.
3. The licensee(s) should take notice of the pricing structures of the licensor and take these into consideration in setting its prices for the training and any costs that can be passed on in the course of their business.

7. confidential information

1. The licensor may use any information provided by the licensee(s) for its own purposes or for promotional, benchmarking, sales or other purposes.

8. indemnity

1. The licensee(s) hereby indemnify and agree to keep indemnified the licensor from and against any and all loss, damage or liability incurred or suffered (including legal fees and costs of a solicitor and own licensee basis) by the licensor if the licensor becomes liable to pay damages arising out of or as a consequence of or incidental to:
 - a. the performance or non-performance by the licensee(s) of the obligations and duties to be performed under this agreement by the licensee(s) or by any person on behalf of the licensee(s);
 - b. the obligations of the licensee(s) to any customers; or
 - c. to any person employed, engaged, hired or authorised to act on behalf of the licensee in the operation of the licensed business.

9. transfer/assignment

1. The licensor may at any time transfer, assign, delegate or otherwise deal with some or all of its rights and responsibilities under this agreement and the powers and benefits of the relevant parts of this agreement shall be exercised and enjoyed by any delegate, transferee or assignee and any subsequent successors in title in accordance with the terms of the delegation, transfer or assignment.
2. The licensee(s) must not assign its interest under this agreement unless:
 - a. at least sixty (60) days prior to the proposed assignment date it has provided the licensor with:
 - i. the assignees' personal and/or business details;
 - ii. proof that the assignee will be a fit and proper person to undertake the rights and responsibilities under this agreement;
 - iii. proof of the assignees' business or professional experience in the area;
 - iv. any other document, thing or any information that is reasonable in the circumstance; and
 - b. the licensor approves the assignee (conditionally or otherwise) in writing;
 - c. the licensee(s) pay for the licensor's reasonable expenses (legal and/or otherwise) incurred in investigating the assignee as a suitable candidate; and
 - d. if the assignee is a corporation or a trustee of a trust, execution of at least two (2) financially suitable persons or corporations nominated by the licensee and approved by the licensor of due and punctual performance of the terms of this agreement by the assignees.

10. renewal

1. Within six (6) months but not less than three (3) months before the expiration of the term, the licensee(s) shall notify licensor in writing if it desires to terminate the agreement.
2. Where the licensor has not received a notice from the licensee(s) within the required time period, the licensor is not obligated to advise the licensee(s) that this agreement has renewed for a further term of three (3) years at the current licensing rate.

Initial: _____ Date: _____

3. The licensor shall not unreasonably withhold its consent to a request for a renewal of this agreement where the following requirements have been met:
 - a. the licensee(s) is not in default under this agreement; and
 - b. the licensee(s) have substantially complied with all the terms and conditions of this agreement throughout the term.

11. termination

1. The licensor may terminate this agreement by written notice effective immediately in the event that the licensee(s):
 - a. commits any act of bankruptcy as defined in the Bankruptcy Act 1966 (Cth), makes a scheme or arrangement with creditors, or is placed in receivership, liquidation, administration or any form of insolvency administration;
 - b. is convicted of a criminal offence carrying a gaol term of five years or more, or an offence involving fraud, deception, dishonesty or misleading conduct;
 - c. is fraudulent in connection with its dealings with the licensor;
 - d. abandons this agreement;
 - e. breaches the terms of this agreement and on being notified of the breach in writing has failed to rectify the breach within the time requested in the notice of breach.
2. The licensee(s) may terminate this agreement in the event the licensor:
 - a. fails to rectify a breach of this agreement within ten (10) business days of being notified of the breach in writing by the licensee; or
 - b. acts in a manner which would permit termination at law.
3. The licensee(s) will remain bound by provisions of this agreement intended to survive termination.
4. Upon termination the products and services and all intellectual property must be returned to the licensor.

12. further assurances

1. Each party must:
 - a. do or cause to be done all acts and things necessary or desirable to give effect to the provisions of this agreement; and
 - b. refrain from doing all acts and things that could hinder performance by any party of the provisions of this agreement.

13. waiver

1. A failure of a party at any time to insist on performance of any provision of this agreement is not a waiver of that party's rights to insist on performance of that or any other provision of this agreement.

14. costs

1. Each party shall bear its own costs in relation to the preparation and execution of this agreement.

15. relationship of the parties

1. The parties acknowledge that they are independent and that no relationship of partnership agency or employment is expressly intended or to be implied into this agreement.

16. force majeure

1. Each party hereby releases the other from any claim, liability or responsibility pursuant to this agreement concerning the other party's failure to perform any obligation where such failure is due to strike, lockout, riot, industrial action, fire, storm, tempest, act of God, material shortage, government law or regulation or requirement or any other cause beyond the control of the other party and no such failure shall entitle a party to terminate this agreement.

Initial: _____ Date: _____

17. entire agreement

1. This agreement:
 - a. excludes all conditions, warranties and terms implied by custom, general law or statute (except ones that by law may not be excluded);
 - b. is the entire agreement between the parties about its subject matter;
 - c. in relation to that subject matter, supersedes any prior understanding or agreement between the parties and condition, warranty, indemnity or representation imposed, given or made by a party;
 - d. refrains from doing all acts and things that could hinder performance by any party of the provisions of this agreement.

18. amendments

1. This agreement may only be varied, supplemented or replaced by a document in writing executed by each of the parties to be bound.

19. jurisdiction

1. This agreement shall be governed by and construed in accordance with the laws of the State of Queensland and the parties hereby submit to the exclusive jurisdiction of Queensland Courts and any courts which have jurisdiction to hear appeals from any of those courts.

20. severance

1. The parties agree:
 - a. to apply a construction of each provision of this document that creates a legal and enforceable provision;
 - b. that any illegal or unenforceable provision will be severed from this agreement and will not affect the continued operation of the remaining provisions; and
 - c. use their best endeavours to replace any severed provision having a commercial import as close as possible to the severed provision.

21. payment terms

1. Establishment Fee:
 - a. Payable upon signing License Agreement. Payment will be debited directly from your nominated bank account or credit card.
 - b. Access to systems will be provided following receipt of payment.
2. Monthly License Fee:
 - a. Payable monthly in advance. Payment will be debited directly from your nominated bank account or credit card.
 - b. Accounts that are 14 days in arrears will attract a late payment fee of \$25 (+GST).
3. Consulting:
 - a. Payable on the 1st of the following month after consulting session. Payment will be debited directly from your nominated bank account or credit card.
 - b. Accounts that are 14 days in arrears will attract a late payment fee of \$25 (+GST).
4. Other services:
 - a. 50% payable upon engagement and prior to services being administered. Balance is due upon completion and delivery of reports. Payment will be debited directly from your nominated bank account or credit card.
 - b. Accounts that are 14 days in arrears will attract a late payment fee of \$25 (+GST).

Initial: _____ Date: _____