



Licence Agreement

Workshop Material

STEAM Executive Pty Ltd

Level 12, 95 Pitt Street, Sydney, New South Wales 2000 Australia
ABN: 53 152 284 421

Phone 02 8249 8175

sales@steamexecutive.com.au

www.steamexecutive.com.au

STEAM Executive is a Registered Trademarks of STEAM Executive Pty Ltd

© Steam Executive All rights reserved
Cliftons and StrengthFinder are Trademarks of Gallup Corporation

Table of Contents

- Parties** 1
- Background**..... 1
- Operative provisions**..... 1
- 1 Agreement** 1
- 2 Definitions and interpretation** 1
 - 2.1 Defined terms..... 1
 - 2.2 Interpretation 1
- 3 Grant of IP Licence**..... 1
 - 3.1 Grant of IP..... 1
 - 3.2 Term..... 1
 - 3.3 Non-exclusivity of IP Licence 2
 - 3.4 IP Licence is personal 2
 - 3.5 Assignment by STEAM Executive..... 2
- 4 Fees and charges**..... 2
 - 4.1 IP Licence Fee 2
 - 4.2 Payments 3
 - 4.3 Taxes 3
- 5 Intellectual Property**..... 3
 - 5.1 Use of the Intellectual Property and STEAM Executive Guidelines 3
 - 5.2 Ownership of the Intellectual Property 3
 - 5.3 Ownership of Improvements to the Intellectual Property 3
 - 5.4 Prohibited conduct 4
 - 5.5 Assistance in the event of infringement of rights to Intellectual Property 4
 - 5.6 Goodwill 4
- 6 Confidentiality** 4
 - 6.1 General non-disclosure 4
 - 6.2 Exceptions to non-disclosure 4
 - 6.3 Return of Confidential Information..... 5
 - 6.4 Duration of confidentiality obligations..... 5
- 7 Indemnity** 5
- 8 Default and termination** 5
 - 8.1 Event of default 5
 - 8.2 Rights upon the occurrence of an Event of Default..... 6
 - 8.3 Termination by notice..... 6
 - 8.4 Obligations on Licensee on expiry or termination 6
 - 8.5 Obligations on STEAM Executive on termination..... 6
- 9 General provisions**..... 7
 - 9.1 Relationship between the Licensee and STEAM Executive..... 7
 - 9.2 Taxes 7
 - 9.3 Notices..... 7
 - 9.4 Time 8
 - 9.5 Entire agreement..... 8
 - 9.6 Waiver..... 8
 - 9.7 Cooperation 8
 - 9.8 Counterparts 8
 - 9.9 Amendment..... 8
 - 9.10 Unenforceability 8
 - 9.11 Joint parties..... 9
 - 9.12 Governing law 9
- 10 Force Majeure**..... 9
 - 10.1 Force Majeure 9
- Schedule 1: Defined terms and interpretation** 10
 - Part 1 – Definitions..... 10
 - Part 2 – Interpretational rules 13
- Schedule 2: Commercial details**..... 15
 - Party Details 15
 - Commercial Details 15
- Schedule 3: STEAM Executive Guidelines** 16
- Execution page** 17

Licence Agreement

Workshop Material

Parties

STEAM Executive and the **Licensee** as set out in **Schedule 2**.

Background

- A** STEAM Executive is the registered proprietor of the Intellectual Property.
- B** At the request of the Licensee, STEAM Executive has agreed to allow the Licensee to use the Intellectual Property for the Purpose on the terms set out in this agreement.

Operative provisions

1 Agreement

The agreement of the parties is:

- (1) made in consideration of, amongst other things, the mutual promises contained in this agreement; and
- (2) set out in these operative provisions.

2 Definitions and interpretation

2.1 Defined terms

In this agreement, words beginning with a capital letter that are defined in Part 1 of **Schedule 1** have the meaning ascribed to them in that schedule.

2.2 Interpretation

The interpretational rules contained in Part 2 of **Schedule 1** apply in the interpretation of this agreement.

3 Grant of IP Licence

3.1 Grant of IP

STEAM Executive grants to the Licensee a non-exclusive, non-transferable, bare licence to use the Intellectual Property on the terms set out in this agreement (**IP Licence**).

3.2 Term

- (1) Subject to paragraph **Error! Reference source not found.** and clause 8, the IP Licence is granted for the Term.
- (2) Unless STEAM Executive is notified by the Licensee fourteen (14) days prior to the Expiry Date that the Licensee wishes to end this agreement and the IP Licence:

Licence Agreement – Workshop Material

- (a) this agreement will automatically renew on a monthly or annual basis (as appropriate) commencing from the day after the Expiry Date; and
- (b) subject to any change in the IP Licence Fee pursuant to clause 4.1(2) (if applicable), the terms set out in this agreement will apply to the extension of the IP Licence,

(Extended Term).

3.3 Non-exclusivity of IP Licence

The Licensee acknowledges and agrees that:

- (1) the IP Licence is non-exclusive; and
- (2) STEAM Executive may grant a licence of the Intellectual Property to any third party without:
 - (a) having regard to the IP Licence; and
 - (b) consulting the Licensee.

3.4 IP Licence is personal

- (1) The IP Licence and the rights and obligations imposed on the Licensee under this agreement are personal to the Licensee.
- (2) The Licensee must not Encumber or Assign:
 - (a) the IP Licence; or
 - (b) any part of its rights and obligations under this agreement,

without the prior written consent of STEAM Executive.

3.5 Assignment by STEAM Executive

- (1) STEAM Executive may Assign the whole or any part of its interest in this agreement and/or the Intellectual Property at any time and notice of such assignment to the Licensee will be deemed to be good and proper evidence of such assignment.
- (2) STEAM Executive will not be liable to the Licensee for the performance or observance of any covenant or obligation on its part to be performed and observed from the date of the assignment.

4 Fees and charges

4.1 IP Licence Fee

- (1) The Licensee must pay the IP Licence Fee to STEAM Executive on or before the Commencement Date.
- (2) If the IP Licence operates for an Extended Term under clause **Error! Reference source not found.**, STEAM Executive may increase the IP Licence Fee.

Licence Agreement – Workshop Material

- (3) If this agreement operates for the Extended Term , the Licensee must pay the IP Licence Fee to STEAM Executive at the commencement of each period of the Extended Term.

4.2 Payments

All payments made by the Licensee under, or in connection with, this agreement must be made to STEAM Executive:

- (1) in Australian Dollars;
- (2) without set-off or counterclaim of any kind;
- (3) in cleared funds by electronic funds transfer or by way of bank cheque; and
- (4) without delay.

4.3 Taxes

The licensee agrees to be responsible for payment and to pay all local taxes relating to the purchase of the materials and services.

5 Intellectual Property

5.1 Use of the Intellectual Property and STEAM Executive Guidelines

- (1) The Licensee must only use the Intellectual Property for the Purpose in accordance with, and subject to any restrictions set out in, this agreement and the STEAM Executive Guidelines.
- (2) The parties agree that the STEAM Executive Guidelines form part of this agreement and any failure by the Licensee (or its employees, contractors and agents) to comply with the STEAM Executive Guidelines will constitute a breach of this agreement by the Licensee.

5.2 Ownership of the Intellectual Property

- (1) The Licensee acknowledges that ownership of the Intellectual Property is at all times vested in STEAM Executive.
- (2) The Licensee agrees that it will not at any time attempt to assert any interest in the Intellectual Property.

5.3 Ownership of Improvements to the Intellectual Property

- (1) If STEAM Executive alters or adds to the Intellectual Property (in any way) then:
 - (a) ownership in the altered or new Intellectual Property is vested (and remains vested) in STEAM Executive; and
 - (b) the Licensee is entitled to use the altered or new Intellectual Property for the Purpose and, at its cost, must do all things necessary to ensure that it uses that altered or new Intellectual Property.
- (2) The Licensee must not make any alteration, addition or improvement to the Intellectual Property without the approval of STEAM Executive. The ownership of any alteration,

addition or improvement to the Intellectual Property by the Licensee vests in STEAM Executive.

5.4 Prohibited conduct

Subject to the STEAM Executive Guidelines, the Licensee must not:

- (1) transfer, Assign, sell or otherwise distribute (or attempt to do any of these acts) the Intellectual Property;
- (2) launch, attempt to launch or promote any product, business or arrangement that is the same or similar to the Intellectual Property (or any part of it);
- (3) represent or hold itself out as being entitled to any proprietary interest in the Intellectual Property;
- (4) do anything that is inconsistent with the rights of STEAM Executive in the Intellectual Property;
- (5) engage in any conduct that does, or may in the opinion of STEAM Executive, result in a diminution of the goodwill attaching to the Intellectual Property; or
- (6) engage in any conduct that does, or may in the opinion of STEAM Executive, result in STEAM Executive or the Intellectual Property being brought into disrepute.

5.5 Assistance in the event of infringement of rights to Intellectual Property

- (1) If the Licensee becomes aware of a person using the Intellectual Property without the apparent approval of STEAM Executive, then the Licensee must immediately notify STEAM Executive.
- (2) The Licensee must, if requested by STEAM Executive, do all acts that are necessary to assist STEAM Executive in protecting its interest in the Intellectual Property.

5.6 Goodwill

The Licensee acknowledges that any goodwill which arises from the Licensee's use of the Intellectual Property is, and remains, the property of STEAM Executive and the Licensee does not have any right to that goodwill.

6 Confidentiality

6.1 General non-disclosure

The Licensee must not disclose Confidential Information disclosed to it by or on behalf of STEAM Executive except in accordance with the terms of this agreement.

6.2 Exceptions to non-disclosure

- (1) The Licensee may disclose Confidential Information that has been disclosed to it by or on behalf of STEAM Executive:
 - (a) where such disclosure is made by the Licensee to Facilitators or members of the Licensee participating in the Workshop insofar as required to undertake the Workshop and who have a need to know (and only to the extent each has a need to know) and who are aware of the confidential nature of the information.;

Licence Agreement – Workshop Material

- (b) where such disclosure is made by the Licensee to those of its employees, contractors, advisers, related bodies corporate and shareholders who have a need to know (and only to the extent each has a need to know) and those persons, prior to the disclosure, execute a confidentiality deed poll provided to the Licensee by STEAM Executive; or
 - (c) where such disclosure is required by Law or any order of any Authority (whether in Australia or elsewhere) to be disclosed and the Licensee ensures that information is disclosed only to the extent required.
- (2) The Licensee must provide to STEAM Executive, within a reasonable time after written request by STEAM Executive, copies of the executed confidentiality deed polls under this clause 6.2.

6.3 Return of Confidential Information

When this agreement ends for any reason, the Licensee (at no cost to STEAM Executive) must immediately:

- (1) return to STEAM Executive all hard copy documents (whether in original or copied form) comprising or containing Confidential Information which has been disclosed to the Licensee by STEAM Executive; and
- (2) except where to do so would contravene any legal obligation destroy all electronic files containing Confidential Information including all cache, back-up or archive copies of electronic files containing Confidential Information.

6.4 Duration of confidentiality obligations

The obligations of confidentiality set out in this agreement operate indefinitely unless the parties otherwise agree.

7 Indemnity

The Licensee indemnifies STEAM Executive (including its officers, employees, agents and contractors) against any Claim arising in connection with:

- (1) the grant of the IP Licence;
- (2) the use of the Intellectual Property; and
- (3) this agreement,

except to the extent that any such Claim arises as a result of the negligent acts or omissions of STEAM Executive.

8 Default and termination

8.1 Event of default

Occurrence of any of the following events constitutes an **Event of Default**:

- (1) The Licensee commits any serious or persistent breach of any of the provisions of this agreement which is not rectified within seven (7) days of receiving written notice from STEAM Executive requiring rectification of the breach.

Licence Agreement – Workshop Material

- (2) The Licensee fails to conduct itself to the standard required by STEAM Executive and which is not rectified within seven (7) days of receiving written notice from STEAM Executive.
- (3) The Licensee becomes subject to an Insolvency Event.
- (4) The Licensee engages in conduct that STEAM Executive, in its absolute discretion, deems may result in the reputation of the Intellectual Property being diminished or brought into disrepute.
- (5) The Licensee Assigns its rights under this agreement, or purports to do the same, without first having obtained STEAM Executive's consent under clause 3.4(2).

8.2 Rights upon the occurrence of an Event of Default

- (1) If an Event of Default occurs, STEAM Executive may:
 - (a) terminate this agreement immediately by notice to the Licensee;
 - (b) claim damage or loss suffered by STEAM Executive as a result of the Event of Default from the Licensee; and/or
 - (c) pursue such other remedies as are available to STEAM Executive under this agreement and at Law.
- (2) If an Event of Default occurs, STEAM Executive is under no obligation to refund any part of the IP Licence Fee to the Licensee, unless STEAM Executive is in breach of this agreement.

8.3 Termination by notice

STEAM Executive, without giving any reason and at any time, may terminate this agreement by giving fourteen (14) days' notice in writing to the Licensee.

8.4 Obligations on Licensee on expiry or termination

On the expiry or termination of this agreement the Licensee, at no cost to STEAM Executive, must immediately:

- (1) pay all amounts owing to STEAM Executive under this agreement;
- (2) return to STEAM Executive any Confidential Information and other property owned by STEAM Executive; and
- (3) cease using the Intellectual Property in any way and return all information, documentation and other items (of whatever nature and in whatever form) relating to any part of the Intellectual Property.

8.5 Obligations on STEAM Executive on termination

On the termination of this agreement by STEAM Executive under clause 8.3, STEAM Executive, within fourteen (14) days of the date of termination, must refund to the Licensee the IP Licence Fee on a pro rata basis reflecting the remaining Term from the date of termination.

9 General provisions

9.1 Relationship between the Licensee and STEAM Executive

- (1) For the purpose of this clause 9.1, **Proscribed Relationship** means any of the following relationships:
 - (a) Principal and independent contractor.
 - (b) Joint venturers.
 - (c) Partners.
 - (d) Trustee and beneficiary.
 - (e) Employer and employee.
 - (f) Franchisor and franchisee.
- (2) The relationship between STEAM Executive and Licensee constituted by this agreement is licensor and licensee only.
- (3) No term of this agreement is to be construed so as to give rise to a Proscribed Relationship.
- (4) The Licensee must not:
 - (a) represent, or otherwise foster the understanding, that the relationship with STEAM Executive is a Proscribed Relationship; or
 - (b) represent or otherwise hold themselves out as representing or having the ability to bind STEAM Executive.

9.2 Taxes

The Licensee must pay all Taxes payable or assessed in connection with this agreement.

9.3 Notices

- (1) Any notice, consent or other communication under this agreement must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
 - (a) delivered to that person's address;
 - (b) sent by pre-paid mail to that person's address; or
 - (c) sent by email to that person's email address.
- (2) A notice given to a person in accordance with this clause is treated as having been given and received:
 - (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - (b) if sent by pre-paid mail, on the third Business Day after posting; and

Licence Agreement – Workshop Material

- (c) if sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of twenty four (24) hours of the email being sent.
- (3) For the purpose of this clause the address of a person is the address set out in this agreement or another address of which that person may from time to time give notice to each other person.

9.4 Time

For the purpose of:

- (1) any payments required to be made under this agreement; and
- (2) the rectification of any breach of this agreement by the Licensee,

time is of the essence.

9.5 Entire agreement

This agreement is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this agreement.

9.6 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

9.7 Cooperation

Each party must sign, execute and deliver all deeds, documents, instruments and act reasonably and effectively to carry out and give full effect to this agreement and the rights and obligations of the parties under it.

9.8 Counterparts

This agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

9.9 Amendment

This agreement may only be amended or supplemented in writing signed by the parties.

9.10 Unenforceability

Any provision of this agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

Licence Agreement – Workshop Material

9.11 Joint parties

If two or more parties are included within the same defined term in this agreement:

- (1) a liability of those parties under this agreement is a joint liability of all of them and a several liability of each of them;
- (2) a right given to those parties under this agreement is a right given severally to each of them; and
- (3) a representation, warranty or undertaking made by those parties is made by each of them.

9.12 Governing law

The law in force in the State of New South Wales governs this agreement. The parties:

- (1) submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this agreement; and
- (2) may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*.

10 Force Majeure

10.1 Force Majeure

Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

Schedule 1: Defined terms and interpretation

Part 1 – Definitions

Assign, Assignment and Assigned	as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.
Authorities or Authority	means (as appropriate) any: <ol style="list-style-type: none"> (1) federal, state or local government; (2) department of any federal, state or local government; (3) any court or administrative tribunal; or (4) statutory corporation or regulatory body.
Business Day	means a day (except Saturday and Sunday) on which trading banks are open for general banking business in Sydney.
Claim	against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at Law, in equity, under statute or otherwise.
CPI Movement	means the increase (if any) in the Consumer Price Index (All Groups (Australia – Weighted Average)) published by the Australian Bureau of Statistics.
Commencement Date	means the “ <i>Commencement Date</i> ” set out in Schedule 2 .
Confidential Information	means: <ol style="list-style-type: none"> (1) this agreement; (2) intellectual property: any and all Intellectual Property; (3) financial information: information regarding costs, profits, markets, sales and other financial information of STEAM Executive; (4) business information: information regarding business relationships and strategies, development plans, marketing, product concepts, trade secrets and other business information the business of STEAM Executive and STEAM Executive’s clients or third party suppliers; (5) information obtained through performance: all information which becomes known to the Licensee as a consequence of it performing the obligations under this agreement including (without limitation) all records, documents, accounts, plans, specifications, price lists, customer lists, correspondence, photos and

papers of every description relating to STEAM Executive;

- (6) **technical information:** information regarding designs, development processes and tools, hardware specifications, know-how, production, research, software specifications, data bases and software developed or used by STEAM Executive whether as owner or under licence from any person and other technical information; and
- (7) **disclosed information:** any other information disclosed by STEAM Executive that:
 - (a) is identified as being confidential; or
 - (b) would be apparent to a reasonable person that such information was disclosed in confidence by STEAM Executive.

Encumbrance

means an interest or power:

- (1) reserved in or over an interest in any asset; or
- (2) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or
- (3) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.

Encumber means to grant an Encumbrance.

Expiry Date

means the “*Expiry Date*” as set out in **Schedule 2**.

Extended Term

has the meaning ascribed to that term in clause **Error! Reference source not found.**

Facilitators

means those persons nominated by the Licensee to be trained to conduct the Workshop on the Licensee’s behalf.

GST

means the goods and services tax payable under the GST Act.

GST Act

means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time.

Insolvency Event

means the happening of any of the following events:

- (1) An application which is not withdrawn or dismissed within 14 days is made to a court for an order or an order is made that a body corporate be wound up.
- (2) An application which is not withdrawn or dismissed

within 14 days is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate or one of them is appointed, whether or not under an order.

- (3) Except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, agreement of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them.
- (4) A body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved.
- (5) A body corporate is or states that it is insolvent.
- (6) As a result of the operation of section 459F(1) of the *Corporations Act 2001 (Cth)* (**Corporations Act**), a body corporate is taken to have failed to comply with a statutory demand.
- (7) A body corporate is or makes a statement from which it may be reasonably deduced that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act.
- (8) A body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate.
- (9) A person becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event.
- (10) A receiver, manager or receiver and manager is appointed to the body corporate.
- (11) A body corporate becomes an externally administered body corporate within the meaning of the Corporations Act.
- (12) A claim is filed in a court against a person that is not defended, released or otherwise settled within 28 days of the date of its filing at the court.
- (13) Anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

Intellectual property

means all intellectual property rights conferred by Law on STEAM Executive including (without limitation):

- (1) the Workshop;
- (2) all other intellectual property rights conferred by Law

and in any documents created in connection with Workshop including copyright, trademark, design, patent, trade, business or company names and all other proprietary rights and all other intellectual property defined in Article 2 of the Convention establishing the World Intellectual Property Organisation (July 1967) and any right to register those rights; and

(3) such other intellectual property notified to the Licensee by STEAM Executive from time to time.

IP Licence		has the meaning ascribed to that term in clause 3.1.
IP Licence Fee		means the “ <i>IP Licence Fee</i> ” as set out in Schedule 2 .
Law		means all legislation, regulations, by-laws, common law and other binding order made by any Authority.
Purpose		means to conduct and provide the Workshop to members of the Licensee.
Premises		means the “ <i>Premises</i> ” as set out in Schedule 2 .
STEAM Guidelines	Executive	means the guidelines set out in Schedule 3 .
Taxes		means any tax, duty, impost, fee, levy or other charge imposed by any Authority.
Term		means the period between the Commencement Date and the Expiry Date.
Workshop		means the information, downloads and any associated online Workshop (and all associated materials and training with respect to those modules and other material available on the web site) created, developed and owned by STEAM Executive.

Part 2 – Interpretational rules

clauses, annexures and schedules	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement.
reference to statutes	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
singular includes plural	the singular includes the plural and vice versa.
person	the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
executors, administrators, successors	a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns.

Licence Agreement – Workshop Material

dollars	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
calculation of time	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
reference to a day	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
accounting terms	an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
reference to a group of persons	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
meaning not limited	the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
next day	if an act under this agreement to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
next Business Day	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
time of day	time is a reference to Sydney time.
headings	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.
agreement	a reference to any agreement, deed or instrument includes the same as varied, supplemented, novated or replaced from time to time.
gender	a reference to one gender extends and applies to the other and neuter gender.

**Schedule 2:
Commercial details**

Party Details

STEAM Executive	Name	STEAM Executive Pty Ltd
	Address	Level 12, 95 Pitt Street, Sydney NSW 2000
	ABN	53 152 284 421
Licensee It is the responsibility of the licensee to provide truthful and accurate information in their registration details.	Name	The Name of the licensee who has registered for use of the product
	Address	The address as registered by the licensee
	Email	The email as register by the licensee
	Phone	The phone as registered by the licensee

Commercial Details

Term	Commencement Date	The date after the payment has been confirmed and the access to the material has been granted
	Expiry Date	The date that is one period beit monthly or annually from the Commencement Date.
Premises	The address as registered by the licensee	
IP Licence Fee	The amount charged for the period of the licence	

Schedule 3: STEAM Executive Guidelines

- The Workshop must only be conducted by the Licensee at the Premises.
 - The Licensee may have two (2) Facilitators trained by a STEAM Executive instructor and may have additional Facilitators trained by a STEAM Executive instructor at additional cost.
 - Facilitators will be certified for a period of two (2) years.
 - Training of Facilitators is to take place at the times and places as informed by STEAM Executive.
 - Facilitators must not use the information, skills and knowledge obtained through their training other than for the Purpose.
 - The Licensee must only use the Intellectual Property and materials provided by STEAM Executive for the Purpose, which includes but is not limited to the following materials:
 - Introduction to Strengths Approach slide deck and notes.
 - Introduction to Strengths Approach promotional flyers.
 - Strengths Discovery slide deck.
 - Strengths Discovery workbook.
 - Strengths Discovery promotional flyers.
 - Workshop feedback forms.
 - The Licensee may reproduce all materials connected with the Workshop insofar that the reproduction is only for the Purpose.
 - The Workshop format and materials may not be altered without consent from STEAM Executive.
 - It is the responsibility of the Licensee to ensure that Facilitators teach the correct format and use the correct materials for the Workshop.
 - The Licensee must hold current appropriate insurances that would reasonably be expected to be held by someone conducting similar activities to the Licensee in the same industry.
 - It is the responsibility of the Licensee to have and maintain all equipment and tools necessary to conduct the Workshop outside of the materials provided by STEAM Executive.
 - The Licensee will be provided with a username and password to access materials and other information made available by STEAM Executive for the Purpose. The Licensee must ensure that this information is kept secure and safe at all times and must not disclose the information to any person (other than those authorised by the Licensee and STEAM Executive as at the Commencement Date) without the prior agreement of STEAM Executive.
-

Execution page

Executed as an agreement

After the date that payment is received and on the date that access is provided between STEAM Executive and the licensee as they have registered.