

CHAKRADANCE™ KIDS FACILITATOR LICENSE AGREEMENT- TERMS AND CONDITIONS

These are the Terms and Conditions on which Chakradance Pty Ltd agrees to grant a non-exclusive licence of the Licensed Property to you, so long as you have met and continue to meet the Eligibility requirements. By paying a Licence Fee, you are deemed to have accepted these Terms and Conditions and entered into this Licence Agreement.

1. DEFINITIONS

“Chakradance” (“us”, “we”, “our”) means Chakradance PTY LTD (ACN 103 092 299), a company having its registered office at c/o Dryden Associates, Suite 4, 2 Balgownie Drive, Peregian Springs, QLD 4573 Australia.

“Collateral Material” means physical and/or digital material created to be used in connection with the promotion and provision of the Licensed Services.

“Document” means any medium containing data in machine readable form.

“Expiry Date” means the expiry of the Initial Term or the expiry of any Renewal Term or as otherwise terminated.

“Intellectual Property Rights” means all present and future rights including, without limitation, title and interests in and to inventions, know how, registered and unregistered trademarks, registered and unregistered designs, music, video, photography, stories, proprietary techniques, copyrights, domain names, internet addresses, trade secrets, trade or business names and brand names.

“Licence Fee” means the annual fee payable by you as notified by Inamojo from time to time.

“Licensed Services” means the provision, using the relevant Licensed Property, of specific classes for children in the CHAKRADANCE KIDS Movement Therapy Modality in accordance with the specific training you have successfully completed and passed.

For the avoidance of doubt, Licensed Services do not include the training or accreditation of other teachers or facilitators. Licensees are not permitted to offer or conduct such trainings under this Licence.

“Licensed Trade Marks” means the trademarks CHAKRADANCE™ / CHAKRADANCE™ KIDS

“Licensed Works” means the literary and artistic works such as approved course materials, music compilations, facilitators’ notes, class handouts, graphic designs, audio files, video files, documents and marketing collateral, in any media, and any other literary and artistic works in which CHAKRADANCE™ holds Intellectual Property Rights, that are provided or

sold to you by CHAKRADANCE™ for use in connection with your provision of the Licensed Services.

“Licensed Property” means the Licensed Trade Marks and Licensed Works.

2. LICENCE

2.1 Chakradance grants to you (the Licensee) a non-transferable, non-exclusive licence to use the Licensed Property in relation to the Licensed Services only, in strict accordance with the specific Facilitator Training you have completed and passed, and subject to these Terms and Conditions.

3. ELIGIBILITY

3.1 You must have successfully completed, and been notified by us that you have passed, one or more of our Chakradance Kids Facilitator Training programs.

3.2 You must have paid your initial annual licence fee and you must keep your licence payments up to date, and not use the Licensed Property or offer the Licensed Services if your licence has expired or been suspended or cancelled for any reason.

4. RELATIONSHIP OF THE PARTIES

4.1 Nothing in these terms and conditions shall be deemed to create a relationship of employment, partnership or agency, or joint venture or fiduciary relationship between the parties.

4.2 Neither party has authority, nor may hold itself out as having authority, to enter into any agreement or arrangement which purports to bind the other party, or to incur any liability on behalf of the other party.

5. USE OF LICENSED TRADE MARKS

5.1 You must identify the Licensed Services exclusively by the names notified by Inamojo from time to time, incorporating one or both of the Licensed Trade Marks.

5.2 You must use the Licensed Trade Marks only in the forms CHAKRADANCE™ KIDS using the approved word mark logos as supplied by us to you.

5.3 You must comply with Chakradance’s directions and policies in relation to your use of the Licensed Trade Marks, as notified by us to you from time to time.

6. OWNERSHIP OF LICENSED PROPERTY

6.1 You acknowledge Chakradance’s title to the Licensed Property, either in its own right or under exclusive licence from Chakradance Pty Ltd.

6.2 You undertake not to take any action which would or might:

(a) Invalidate or put in dispute Inamojo's title;

(b) claim or represent that you have any rights in the Licensed Property, other than those granted by clause 2 and these Terms;

(c) use or apply to register either of the Licensed Trade Marks, or any words substantially identical with or deceptively similar to the Licensed Trade Marks in a company name, business name, product or service name, internet domain name, social media name, app, podcast, blog title or email address without Chakradance's express written consent;

(d) use the Licensed Property other than on or in relation to Licensed Services, delivered strictly in accordance with the specific Facilitator Training provided to you by Chakradance;

6.3 You must notify Chakradance if you become aware of any unauthorised use of the Licensed Property, or any trade marks substantially identical with or deceptively similar to the Licensed Property, on or in relation to services similar to the Licensed Services. You agree to provide us, at our expense, with any assistance we may reasonably require in relation to infringement of our rights by such use.

7. QUALITY CONTROL OF LICENSED SERVICES

7.1 You must provide Chakradance with any information that we may reasonably require from time to time concerning your marketing and provision of Licensed Services, including but not limited to information about any complaints.

7.2 You must permit representatives of Chakradance to watch any classes (physical and/or online) in which you are providing or supporting the Licensed Services, in order to verify that the Licensed Services are being provided in accordance with the training provided by us and these terms and conditions.

7.3 You must ensure that in providing the Licensed Services, you comply with all applicable Legislation, paying particular attention to compliance with the "working with children" legislation applicable in your jurisdiction.

7.4 You must comply with all rules and regulations of any schools or other organizations or establishments in which the Licensed Services are provided.

7.5 You must ensure that the signed consent of a parent or guardian has been obtained for every child participating in a class or program covered by this Agreement.

7.6 You must immediately inform Chakradance if you are accused or charged with any offence involving children, and you must immediately suspend all promotion and provision of Licensed Services until such charges have been withdrawn or resolved in a court of law.

8. OTHER OBLIGATIONS OF THE LICENSEE

8.1 You must not:

- (a) do, say or publish anything that is likely to damage the reputation of Chakradance or the Licensed Property;
- (b) create your own Chakradance™ Kids classes or courses or merchandise of any kind, nor use these names in connection with any products or services other than the Licensed Services;
- (c) deliver the Licensed Services in any format other than as per your Facilitator Training;
- (d) make any of the Licensed Works freely available to the general public, including via streaming services such as YouTube, Vimeo or Spotify (all files you are sharing with children, guardians or teachers for their personal use as participants in your classes and e-courses must be shared with them securely, and on the condition that they may not share these materials with others);
- (e) copy, distribute, upload or make available any of our Facilitator Training material to any third party;
- (f) use the marketing materials provided by us for anything other than promoting the Licensed Services;
- (g) add to, subtract from, modify or hybridise the approved classes and courses that make up the Licensed Services;
- (h) use any pre-recorded voice-overs in the delivery of live-in-person physical classes;
- (i) offer any of the approved classes and courses under different names or in different formats than as provided to you by us. For example, you must not offer live classes as e-courses, nor vice-versa.

8.2 For the avoidance of doubt, you must not use any music or stories other than Licensed Works, as provided or sold to you by Chakradance, in the promotion and/or provision of the Licensed Services.

8.3 You must not use our music or any other Licensed Works in the promotion and/or provision of other modalities or services outside of those offered or authorised by Chakradance.

8.4 You must comply at all relevant times with the Code of Conduct included in our Facilitator Training programs.

8.5 You must not misrepresent yourself, directly or by implication, as the owner or author of any or all of the Licensed Property.

9. COLLATERAL MATERIAL

9.1 You may create and use your own additional Collateral Material in accordance with the training provided by us and these terms and conditions.

9.2 You must ensure that any such Collateral Material does not contain false, misleading or deceptive statements, or statements which are likely to mislead or deceive the public.

9.3 You must not modify the Chakradance™ Kids logos, nor create new or different versions – you must use approved logos as supplied.

10. CHAKRADANCE'S OBLIGATIONS

Chakradance shall, so long as you are a Licensed Facilitator and your Licence Fees are up-to-date:

(a) include you on a geographically searchable and regularly-updated list of accredited facilitators on our website;

(b) invite you to participate in a private support forum with other Licensees via a third party online platform;

(c) provide you with all the course materials (in English) required for you to run the programs in which you have been trained as well as any additional programs you have purchased from us or been gifted by us;

(d) provide you with a comprehensive toolkit of brand identity materials, lead magnets, marketing materials and templates.

11. CONFIDENTIAL INFORMATION

11.1 The parties have imparted and may from time to time impart to each other confidential information relating to their business and the subject matter of these terms and conditions. The parties shall use such confidential information solely for the purposes of carrying out their obligations under this Agreement. The parties must not disclose either directly or indirectly to any third party confidential information, other than on a confidential basis, and to the extent required to carry out the purposes of this Agreement.

11.2 Upon the expiry or termination of this Agreement, neither party shall use or disclose the confidential information imparted to it by the other party in any way, unless authorised by the other party in writing.

12. WARRANTIES, INDEMNITY AND INSURANCE

12.1 Chakradance warrants that to the best of its knowledge, the use of the Licensed Property in relation to the Licensed Services does not infringe the Intellectual Property Rights of any third party.

12.2 You hereby indemnify Chakradance against all loss, damage, costs and expenses arising out of or in connection with:

(a) any claim made by a third party against Chakradance in respect of the provision of Licensed Services by you or on your behalf; or

(b) the breach of these terms and conditions by you.

12.3 You agree to maintain such professional liability insurance as is necessary to comply with the relevant laws in force in the place(s) where you provide the Licensed Services.

13. TERMINATION

13.1 Chakradance may terminate this Agreement by giving notice to you if you commit a material breach of any provision of these terms and conditions, or if:

(a) you engage in any threatening, abusive, harassing or defamatory behaviour towards Inamojo or our staff;

(b) you knowingly provide any false information to Inamojo, either before or after the date of this Agreement;

(c) you are found guilty in any court of law of any offence involving children.

13.2 You may terminate this Agreement without cause by giving thirty (30) days' notice to Inamojo.

14. CONSEQUENCES OF TERMINATION OR EXPIRY

14.1 The termination or expiry of this Agreement shall not affect any rights and obligations of the parties which have accrued prior to the termination or expiry.

14.2 On expiry or termination of this Agreement by any means, the licence granted by clause 2 shall terminate.

14.3 On expiry or termination of this Agreement by any means, you must:

(a) cease using the Licensed Property;

(b) cease offering or providing the Licensed Services.

14.4 Already paid Licence Fees will not be refunded upon termination of this Agreement for any reason.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement and these terms and conditions (and their validity and enforceability) are governed by and to be interpreted in accordance with the laws of the State of Queensland, Australia.

15.2 The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland and the federal courts of the Commonwealth of Australia.

These terms and conditions supersede all prior terms and conditions, agreements, and understandings between the parties, and constitute the entire Agreement between the parties relating to the subject matter of these terms and conditions.