

License Agreement

Green Plumbers USA Entity, Inc



Green Plumbers®
CREATING SUSTAINABLE COMMUNITIES

Contents

1.	Duration.....	1
2.	License.....	1
3.	Code of Ethics and Service Standards.....	2
4.	Ownership	2
5.	GPUSA Obligations	2
6.	Charges for Services.....	2
7.	Responsibilities	3
8.	Termination	4
9.	Rights on Termination.....	4
10.	Preservation of Value.....	5
11.	Privacy Laws	5
12.	Warranties	5
13.	Indemnity and Liability	5
14.	Implied Terms	6
15.	Dispute Resolution	6
16.	No set off.....	7
17.	General provisions.....	7
18.	Definitions	9

License and Service Agreement

Dated on the date set out in Item 1

Parties

1. **Green Plumbers Inc of Suite 300B 928 Second Street Sacramento California 95814 (GPUSA).**
2. **The party specified in Item 2 (Member).**

Background

- A. GNV, is a company incorporated and registered in Australia, and is the registered proprietor of the Trade Mark and it has granted to GPUSA the right on its behalf to license and grant certain persons the right to make use of the Trade Mark.
- B. GPUSA is a fully owned subsidiary of GNV.
- C. GPUSA has developed and seeks to market and commercially make available either directly or indirectly certain GPUSA endorsed environmentally conscious and oriented products and systems to consumers.
- D. At the request of the Member, GPUSA has agreed to extend to the Member the right to make use, as an authorised use for the purposes of the Laws applicable to the Member, of the Trade Mark on the terms and conditions set out in this document.
- E. GPUSA has also agreed to extend the Services and on request make available or endeavour to facilitate the provision of the Products to the Member to assist the Member in its selection and recommendation of appropriate products to the Member's customers.
- F. The Member has requested and GPUSA has agreed to grant a non-transferable and non-exclusive License to the Member to use the GPUSA System and to market the Products to the Target Client Base on the terms and conditions set out in this document.

Operative Provisions

1. Duration

This document commences on the Commencement Date and continues subject to the terms of this document until terminated by either party in accordance with clause 8.

2. License

- (a) GPUSA grants to the Member a non-exclusive, personal and non-transferable License to use the GPUSA System and the Trade Mark, but not to the extent of using the Trade Mark as part of the Member's corporate title and/or its trading name, in the conduct of its business to market the Products and Services to the Target Client Base (**License**) within the Territory.
- (b) The Member acknowledges that GNV is the entity entitled to be the registered proprietor of the Trade Mark in the Territory and the Member agrees never to challenge such proprietorship or the validity of the Trade Mark.

- (c) The Member is permitted to make use, only in conjunction with its own business and/or trading name, of the Trade Mark within the Territory on its:
 - (i) advertising and promotional material issued via regional and national newspapers, online search directories, trade journals, television;
 - (ii) uniforms, vehicles, invoices, business cards, stationery, tender applications, quotes, audit reports, offices and on the Member's own website.

3. Code of Ethics and Service Standards

The Member agrees to abide at all times with GPUSA's code of ethics, standards, specifications and instructions with respect to the GPUSA System, Products and Trade Mark as advised from time to time.

4. Ownership

- (a) GNV retains ownership of all the Intellectual Property in the GPUSA System whether in its original form or modified by any person (including, without limitation, the Member) during and beyond the term of the License.
- (b) The Member exclusively and irrevocably assigns to GPUSA all Intellectual Property in any modifications to the GPUSA System made by GPUSA on behalf of the Member. The Member must not permit any person to make any modifications to the GPUSA System without the prior written permission of GPUSA, which permission will not be unreasonably withheld provided that the Member has ensured that there is an immediate, irrevocable and exclusive assignment to GPUSA of all Intellectual Property in such modifications.

5. GPUSA Obligations

5.1 The Services

- (a) GPUSA will provide the Services including, unless not specified in Schedule 3, providing the Member with:
 - (i) access over the Web to the functionality of the GPUSA System in a hosted environment;
 - (ii) access to professional services to enhance or modify the GPUSA System or to otherwise support the Member's use of the Services (in each case, at the cost of the Member);
 - (iii) electronic files from the GPUSA System containing data in a format suitable for the Member to input the information into its systems.
- (b) The Member acknowledges and agrees that GPUSA may provide all or part of Services either directly or indirectly associated with the management and maintenance of GPUSA System via arrangements with other parties.

6. Charges for Services

- (a) In consideration of GPUSA's agreement to grant the License and provide the Services, the Member will pay to GPUSA the charges set out and at the rates specified in Item 6.

- (b) The Member will be given at least 20 Business Days prior written notice of any changes to charges levied for the Services and any alteration to these charges will not be made more than once in any 12 Month period.
- (c) GPUSA will specify and notify the Member of charges at or about the Commencement Date and then each three Months thereafter through the provision of a bona fide invoice. The Member will make payments within 10 Business Days of the date of the invoice.
- (d) If payment is not made by the due date, then without limiting any other rights available to GPUSA under this document interest will be payable by the Member to GPUSA on any unpaid part of the charges at the Default Interest Rate calculated from the due date for payment until the whole of the payment and interest thereon is fully paid.

7. Responsibilities

7.1 Responsibilities of GPUSA

GPUSA will:

- (a) Provide the Services in accordance with the terms of this document;
- (b) Identify , assess and accredit Products.
- (c) Provide instructions or materials to ensure that the Member is able to use the GPUSA System and adequately market the Products.
- (d) Maintain procedures and practices consistent with Industry Standards to ensure security in respect to the Member's data.
- (e) Ensure that Services can be accessed and promoted using Industry Standard equipment, systems and hardware.
- (f) Promote the Trade Mark, Products and the GPUSA System to other plumbers, industry associations and end-use customers forming part of the Target Client Base.

7.2 Responsibilities of Member

The Member will:

- (a) comply with all directions from GPUSA in respect to the Member's use of the Services and the Trade Mark, including directions as to the colours, size, and location of the Trade Mark on the Member's literature, advertising and other material issued by or in relation to the Member;
- (b) ensure that each use of or reference to the Trade Mark by the Member is accompanied by an encircled letter "R" denoting the registered nature of the Trade Mark;
- (c) ensure it and each of its employees and contractors involved in the promotion, use or installation of the, as applicable, GPUSA System, Products or Services is adequately trained, and continues to be trained, by bodies acceptable to and accredited by GPUSA and provide evidence as to the currency of that training, satisfactory to GPUSA, on request;
- (d) at all times during the License Period, either directly or through a third party, maintain hardware, communications, equipment, insurance, expertise, financial resources and service facilities and equipment necessary to support and promote the GPUSA System and the Products;

- (e) use its best endeavours to notify and inform its customers and other contract parties that the Member's use of the Trade Mark is by way only of licensing agreement as set out in this document, and that GPUSA does not have a direct interest in the Member or the business it conducts;
- (f) notify GPUSA immediately upon becoming aware of any unauthorised, improper or unprofessional use or copying of the whole or any part of the GPUSA System or any materials provided by GPUSA in connection with it.

7.3 Additional Services

The Member has the opportunity, but not the right to participate in additional and/or special installation, auditing, and retrofitting programs in respect to the Products and Services organised and managed by GPUSA, on terms and conditions specified by GPUSA.

8. Termination

- (a) GPUSA may terminate this document by giving 15 Business Days written notice if any payments by the Member for access to and use of the GPUSA System, the Services and the Trade Mark are more than 20 Business Days in arrears.
- (b) The Member may terminate this document, effective from the next anniversary of the Commencement Date, by written notice provided to GPUSA not less than 20 Business Days prior to that anniversary.
- (c) Either party may terminate this document without notice if the other party:
 - (i) becomes subject to an Insolvency Event;
 - (ii) fails to remedy a breach of this document within 15 Business Days of written notice requiring such breach to be so remedied; or
 - (iii) ceases or threatens to cease conducting its business in a normal manner.

9. Rights on Termination

Immediately that this document is terminated pursuant to clause 8:

- (a) All rights of the Member to use, access or associate itself with the Trade Mark, the GPUSA System or GPUSA and any products, systems or trade mark that may appear to a reasonable consumer to be similar to the Trade Mark, GPUSA System are rescinded;
- (b) the Member must remove any reference to the Trade Mark, GPUSA, the GPUSA System and/or any related entities of GPUSA which may exist on the Member's website, advertising, uniforms, vehicles, invoices, business cards, stationery, quotes, audit reports, flyers, its offices and buildings or other locations;
- (c) the Member shall not hold any further right to receive any customer introductions, receive discounted services of any kind from GPUSA or any of its related entities;
- (d) the Member must advise, and evidence to GPUSA that it has advised, each of its clients in writing that any relationship between itself and GPUSA have ceased and that no affiliation now exists, in form and substance as directed by GPUSA; and
- (e) GPUSA may demand, require immediate payment of and recover all moneys owed to it by the Member under this or any other document between GPUSA and the Member.

10. Preservation of Value

- (a) The Member agrees not to use, license or acquire any other trade mark or intellectual property that is substantially similar in nature or appearance to the Trade Mark.
- (b) The Member must use any other Trade Mark which is similar, or substantially similar, to or so nearly resemble the Trade Mark as to be likely to cause deception or confusion in the marketplace.
- (c) The Member will use its best endeavours to preserve and enhance the validity and value of the Trade Mark and in particular the Member will endeavour to create, promote and retain an appreciation amongst its existing and potential clients as to the features, benefits and value of the Trade Mark and the Member's association with GPUSA.

11. Privacy Laws

11.1 Compliance

The Member must, in respect of any personal information it collects, holds or uses in connection with this document, comply with any privacy policy, laws or approved privacy code which apply to GPUSA.

11.2 Compliance by Member

The Member must, in respect of any personal information it collects, holds or uses in connection with this document, comply with such of the following as is applicable to that personal information:

- (a) any privacy policy or approved privacy code which has been adopted by GPUSA; and
- (b) any Laws applicable to the Member's receipt, collection and retention of personal information.

12. Warranties

- (a) Each party warrants that it will perform its obligations under this document with due care and skill.
- (b) GPUSA warrants that it has the authority to grant the License.

13. Indemnity and Liability

13.1 Indemnities

- (a) Subject to clause 13.2(a) GPUSA indemnifies the Member against any claim made against the Member by a third party alleging that the Member's use of the Trade Mark infringes the intellectual property rights of that third party.
- (b) The Member indemnifies GPUSA and its officers, agents, and employees from and against any action, claim, demand, loss, interest, fee, damage, cost, and expense of any nature which GPUSA or GPUSA's officers, agents, or employees sustain or incur or for which GPUSA becomes liable at any time in respect of or arising from any one or more of the following.
- (c) Any neglect or default of the Member to observe and perform any of the terms, covenants, and conditions contained in or implied by this document.

- (d) Any claim by any person in respect of or arising out of their use of or presence on or in any way connected with the Member's use of the Trade Mark.

13.2 Limitation of Liability

- (a) GPUSA will not be liable to the Member under clause 13.1 if:
 - (i) the Member does not notify GPUSA of the other person's claim or of infringement of intellectual property rights within 10 Business Days after becoming aware of the claim;
 - (ii) GPUSA's ability to defend the claim has been prejudiced by the Member's non-compliance with any of its obligations under this document;
 - (iii) the Member does not give GPUSA reasonable assistance in defending the claim;
 - (iv) the Member does not permit GPUSA to have control of the defence of the claim and all related settlement negotiations.
- (b) The liability of GPUSA will, to the extent permitted at Law, be limited to, at the election of the Member, one of the following:
 - (i) the supplying of the Services again;
 - (ii) the payment of the cost of having the Services supplied again;
 - (iii) \$2,000.00.

13.3 Exclusion of further liability

Other than as set out in this clause, GPUSA will not be liable to the Member or any third party in damages (including special, indirect or consequential damages, which damages will be deemed to include loss of revenue, loss of profit and opportunity loss) in respect of any act or omission of GPUSA in connection with its obligations under this document.

14. Implied Terms

- (a) Subject to clause 14(b), any condition or warranty which would otherwise be implied in this document is hereby excluded.
- (b) Where any Law implies in this document any condition or warranty, and that Law avoids or prohibits provisions in a contract excluding or modifying application of or exercise or liability under such a condition or warranty, the condition or warranty will be deemed to be included in this document.

15. Dispute Resolution

15.1 Negotiation

If any dispute or difference shall arise between the parties to this document as to the meaning or application of this document, the rights or liabilities of the parties to this document or otherwise in relation to the document, then (without prejudice to any other express or implied rights or powers) the dispute or difference (the **Dispute**) shall be determined as follows:

- (a) A party must not commence Court proceedings (except proceedings seeking interlocutory relief) relating to a Dispute arising under this document unless it has complied with this clause.

- (b) A party claiming that a Dispute has arisen under this document must give the other party written notice of the particulars of the Dispute.
- (c) On receipt of a Dispute notice, both parties agree to use best endeavours to resolve the Dispute in good faith and will hold a meeting of senior responsible officers.
- (d) If the parties are unable to resolve the Dispute within 10 Business Days of the date of the Dispute notice, then they must refer the Dispute for consideration by an independent mediator. If the parties are unable to agree on the selection of a mediator, then both parties agree that either may request for the senior member of the legal professional association to appoint a mediator.
- (e) Each party must bear its own costs of complying with this clause unless a binding decision of the arbitrator states otherwise.
- (f) Nothing in this document shall prevent a party seeking an injunction, or other interlocutory relief at any time.

15.2 Obligations

- (a) The parties agree that they shall use their best endeavours to resolve any Dispute in accordance with the Dispute Resolution process set out in this clause.
- (b) Unless the parties otherwise agree in writing, the parties are obliged to fulfil their obligations under this document, notwithstanding any dispute.

16. No set off

All payments under this document must be paid free of any deduction or set-off or counter-claim whatsoever.

17. General provisions

17.1 Power and authority

Each party represents to each other party that as at the date of this document:

- (a) that party has the requisite power to enter into and perform any business activity as contemplated at any time by this document;
- (b) that party has full power, and has procured all necessary consents, for the execution by that party of this document, which has been executed in compliance with its constitution documents, any trust deed and any applicable Law.

17.2 Costs

Each party must pay its own costs in relation to:

- (a) the negotiation, preparation, execution, performance, amendment or registration of, or any Consent given or made; and
- (b) the performance of any action by that party in compliance with any liability arising,

under this document, or any agreement or document executed or effected under this document, unless this document provides otherwise.

17.3 Assignment

The Member must not transfer any right or liability under this document without the prior written consent of each other party, except where this document provides otherwise.

GPUSA or GNV may assign its rights under this Agreement or rights in respect to the Trademark Provided Always that such transferee agrees to be bound by the terms of this Agreement. In the event of such transfer GPUSA shall provide written notification to the Member.

17.4 Notices

- (a) Any notice to or by a party under this document must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- (b) Any notice may be served by delivery in person or by post or transmission by facsimile or e-mail to the address or number of the respective party stated in Schedule 2 to this document or most recently notified by the recipient to the sender.
- (c) Any notice is effective for the purposes of this document on delivery to the recipient or production to the sender of a facsimile transmittal confirmation report before 4.00 pm local time on a day in the place in, or to which, the written notice is delivered or sent, or otherwise at 9.00 am on the next day following delivery or receipt.

17.5 Governing law and jurisdiction

- (a) This document is governed by and construed under the laws in the Territory.
- (b) Each party by execution of this document irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

17.6 Amendments

Any amendment to this document has no force or effect, unless effected by a document executed by each of the parties.

17.7 GPUSA's Certificate

A certificate signed by or on behalf of GPUSA as to a matter or as to an amount payable to GPUSA in connection with this document is conclusive and binding on the Member as to the amount stated in it or any other matter of a factual nature.

17.8 Pre-contractual negotiation

This document:

- (a) expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.

17.9 Continuing performance

- (a) The provisions of this document do not merge with any action performed or document executed by any party for the purposes of performance of this document.

- (b) Any representation in this document survives the execution of any document for the purposes of, and continues after, performance of this document.
- (c) Any indemnity agreed by any party under this document:
 - (i) constitutes a liability of that party separate and independent from any other liability of that party under this document or any other agreement; and
 - (ii) survives and continues after termination of this document.

17.10 Waivers

Any failure by any party to exercise any right under this document does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

17.11 Remedies

The rights of a party under this document are cumulative and not exclusive of any rights provided by any Law.

17.12 Severability

Any provision of this document which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this document or the validity of that provision in any other jurisdiction.

17.13 Counterparts

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

17.14 Party acting as trustee

If a party enters into this document as trustee of a trust, that party and its successors as trustee of the trust will be liable under this document in its own right and as trustee of the trust. Nothing releases the party from any liability in its personal capacity.

18. Definitions

18.1 Definitions

In this document unless the context otherwise requires:

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in California ;

Business Hours means 8.30 am to 5.00 pm Californian time;

Commencement Date means the date specified in Item 1;

Confidential Information means information (however sourced) relating to the GPUSA System, accounts or finances of a party (including without limitation trade secrets and financial, accounting, marketing and technical information, customer and supplier lists, pricing, information, ideas, concepts, know how, technology, operating procedures, processes, letter precedents, debt recovery systems, knowledge and other information belonging to, used by or relating to a party and which is not in the public domain) together with all further information

relating to a party or the GPUSA System which is of a confidential nature or is treated as being confidential;

Default Interest Rate means 12.5% per annum;

Dollar or **\$** means the lawful currency of the United States of America at any time;

GNV means Green Invest Limited ACN 119 031 462 of Level 2, 480 Collins Street, Melbourne, Victoria, 3000, Australia;

GPUSA System means the rules, guidelines and procedures compiled and provided by GPUSA in respect to the use of the Trade Mark and the provision of environmentally conscious plumbing and energy products and services;

Industry Standard means items and practices in widespread and professionally endorsed use within the plumbing and energy industries in the Territory;

Insolvency Event means:

- (a) a receiver, receiver and manager, trustee, administrator, other controller or similar official is appointed over any of the assets or undertaking of a party;
- (b) a party suspends payment of its debts generally;
- (c) a party is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts or is presumed to be insolvent;
- (e) a party ceases to carry on business or threatens to cease to carry on business;

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, business and domain names, inventions and discoveries and all other results of intellectual activity in the industrial, scientific, literary or artistic fields;

Law includes any legislation, and specifically the Trade Mark Act of 1946 USC Title 15, rule of the general law, including common law, equity and bankruptcy, judicial order, governmental consent or direction;

License means the License of the Trade Mark granted pursuant to this document;

Member means the person set out in Item 2 and, where the context permits, includes any of its employees, agents, representatives, subcontractors, associates or any authorised third party and its legal personal representatives, successors and permitted assigns;

Month means a calendar month;

Products means the GPUSA accredited environmentally conscious and approved plumbing and water-related products and services to be supplied to clients by the Member using the GPUSA System;

Services means the services to be supplied by GPUSA to the Member in order to assist the Member marketing the Products and hence the Trade Mark to the Target Client Base;

Target Client Base means to persons to whom or markets to which the Member intends to supply the Products;

Territory means the territory specified in Item 5;

Trade Mark means the Green Plumbers, Creating Sustainable Communities, registered trade mark illustrated and otherwise described in Schedule Two; and

Web means the parts of the Internet known as the World Wide Web which are linked by means of hypertext transfer protocol.

18.2 Interpretation

In this document unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) any reference to a party to this document includes its successors and permitted assigns;
- (d) any reference to an Item is a reference to that Item in Schedule One;
- (e) the use of the words “includes” or “including” is not to be taken as limiting the meaning of the words preceding it;
- (f) the expression “at any time” includes reference to past, present and future time and the performance of any action from time to time;
- (g) an agreement, representation or warranty on the part of two or more persons binds them severally;
- (h) an agreement, representation or warranty on the part of two or more persons is for the benefit of them severally;
- (i) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, Item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, Item, annexure, exhibit or attachment;
- (j) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

Schedule One

Item	Details
1. Date of document	#####
2. Member	#####
3. Member Service Details	#####
4. GPUSA Service Details	#####
5. Territory	United States of America
6. Charges payable	\$#####

Schedule Two

The Trade Mark

United States of America: Application number 78/132208: in respect of classes 9, 11, 16, 25, 35, 37, 41 and 42.



Green Plumbers®
CREATING SUSTAINABLE COMMUNITIES

Execution

Executed as an agreement

Executed for and on behalf of **GPUSA** by:

Signature of Authorised officer

Name of Authorised officer

Executed by **The Member** in the presence of:

Signature of Member

Name of Member/ Authorised officer