

Subscription Agreement for NurtureLife® Members

Grant of Membership

1.1 By subscribing and paying the Monthly Fee, the Company grants the Subscriber the right to access and utilize the services offered under the NurtureLife Membership in the designated region.

1.2 This grant of membership does not restrict the Company from:

- (a) utilizing the services or trademarks itself or introducing any modifications or improvements;
- (b) providing similar services to third parties within the designated region;
- (c) licensing the trademarks or any variations, modifications, or improvements to other individuals or entities, both within and outside the designated region.

Annual Fee

2.1 In exchange for the Membership, the Subscriber must pay the Annual Fee as outlined in the payment terms specified for the Annual Fee.

2.2 The Annual Fee includes GST

2.3 Failure to remit payment by the specified due date will result in your listing being suspended until fully settled.

2.4 The Annual Fee may be subject to revision by the Company at the initiation of each subsequent period.

Company's Ownership

3.1 The Subscriber acknowledges that all rights associated with the trademarks remain the exclusive property of the Company.

3.2 The Subscriber does not acquire any rights, titles, or interests in the trademarks, except as expressly provided in this Agreement.

4.0 Subscriber's Responsibilities and Obligations

The Subscriber must, during the Term:

4.1 Business Obligations

- (a) Conduct its business in a competent and professional manner, in order to protect and increase the reputation of the Trade Marks;
- (b) Obtain and maintain all licenses, qualifications, and permits required to operate its Business;
- (c) Not use or exploit the Trade Marks outside of the Territory, nor aid nor abet anyone else to do so;
- (d) Take all reasonable steps to protect the reputation of the Trade Marks by responding to and answering to the best of its ability any complaints or inquiries from customers, potential customers, and the general public;
- (e) Effect and maintain adequate and appropriate insurance policies relating to its Business;

4.2 General Intellectual Property Obligations

(a) Provide within three (3) Business Days to the Company reports of any defect or fault in the Trade Marks discovered by the Subscriber or brought to its attention. A report must provide sufficient detail to enable the Company to rectify the defect or fault;

(b) Not use, modify, or alter any of the Trade Marks other than allowed by this Agreement or with the prior written consent of the Company;

(c) Not, by any act or omission, cause the Trade Marks or any part of them or any reputation associated with them to become prejudicially affected or in any way impaired;

(d) Not, without the Company's prior written consent, remove or conceal any of the Company's statements as to copyright or ownership of the Trade Marks;

(e) Not give any person an interest in or any form of security over the Trade Marks;

4.3 Relationship Obligations

(a) If requested by the Company, cause to be printed or displayed on all written or computerized documents that the Trade Marks are used under license from the Company and that the Subscriber is an independent licensee;

(b) Not incur any liability on behalf of the Company or in any way pledge or purport to pledge the Company's credit;

(c) Not accept any order nor make any contract binding upon the Company without the Company's prior written approval; and

(d) Not make any false, misleading, or deceptive representations about the Trade Marks.

5.0 Company's Obligations

5.1 The Company must, during the Term, provide such technical and other information as may reasonably be required by the Subscriber to effectively use the Trade Marks. The Company reserves the right to impose additional fees or charges for the provision of continuing support services.

6.0 Intellectual Property

6.1 The Company warrants to the Subscriber that it is entitled to use the Trade Marks and that it has the ability to allow the Subscriber to use the Trade Marks.

6.2 The Subscriber must immediately bring to the notice of the Company any acts or threatened acts of infringement or attack on the validity of any of the Trade Marks that may come to its attention.

6.3 If any third party infringes or attacks the validity of any of the Trade Marks, the Company and the Subscriber must promptly confer as to the course of action to be followed. Commencement of infringement proceedings is at the sole discretion of the Company.

6.4 If the Subscriber receives notice of any infringement or threatened infringement of the Trade Marks and the Company commences or defends proceedings in relation to claims for infringement

of the Trade Marks, the Subscriber must, if required by the Company, do all acts and things reasonably necessary to assist the Company in commencing or defending such proceedings.

6.5 The Subscriber acknowledges that it has no proprietary right or interest in the Trade Marks other than granted to it under this Agreement.

6.6 The Subscriber must not register or record or attempt to register or record anywhere in the world any of the Trade Marks or any trade marks, copyright, or designs derived from or similar to the Trade Marks, nor aid nor abet anyone else in doing so.

6.7 Other than as provided for under this Agreement, the Subscriber must not, at any time during the Term or after termination, use, deal with, or take advantage of the Trade Marks.

6.8 At the expiration of the Term or earlier termination of this Agreement, the right of the Subscriber to use the Trade Marks will end, and upon such expiration or termination, the Subscriber must not use any of the Trade Marks in the form licensed or anything derived from or similar to it.

7.0. Intellectual Property variations, modifications, and improvements

7.1 Any variation, modification, or improvement to any part of the Trade Marks, whether attributable in whole or in part to the Subscriber, will become and remain the property of the Company and form part of the Trade Marks.

8.0. Marketing of the Services

8.1 The Subscriber may only use promotional material featuring the Trade Marks ("Promotional Material") which has been provided or approved by the Company.

8.2 The cost of any Promotional Material provided by the Company to the Subscriber is additional to the Subscription Fee and must be borne by the Subscriber on the terms stipulated by the Company.

8.3 The Subscriber must bear any costs in relation to marketing, promoting, and advertising the Services within the Territory.

8.4 The Subscriber is responsible for the marketing and advertising of its own Business.

9.0 Termination

9.1 The Company may immediately terminate this Agreement by written notice to the Subscriber if:

(a) The Subscriber fails to pay by the due date any sum of money due under this Agreement and fails to remedy such breach within 7 days of receipt of a notice in writing requiring such breach to be remedied; or

(b) The Subscriber commits a breach of this Agreement (not being an obligation to pay money) and fails to remedy such breach within 14 days of receipt of a notice in writing requiring such breach to be remedied; or

(c) The Subscriber ceases to hold any qualification, permit, or licence necessary to operate its Business; or

(d) The Subscriber ceases to carry on its Business;

(e) The Subscriber becomes insolvent or is made subject to an application for winding up or resolves to wind up voluntarily (other than for the purposes of a solvent reconstruction), or has a receiver (or similar functionary) or an administrator appointed in respect of any of its assets or ceases to carry on business or enters into a composition or arrangement with its creditors

9.2 Termination of the Agreement shall not relieve a party of liability to the other party in respect of the rights or remedies of the other party which have accrued prior to termination.

10.0 Action upon Termination

10.1 On termination of this Agreement:

(a) All rights granted to the Subscriber under this Agreement, immediately cease, and the Subscriber has no right to use or obtain any advantage from the Trade Marks;

(b) The Subscriber must immediately:

(i) Cease to use any of the Trade Marks; and

(ii) Pay without deduction or set-off all outstanding amounts owed by the Subscriber to the Company; and

(c) The Subscriber must, as soon as is reasonably practical and at its own cost, return to the Company or destroy any material featuring the Trade Marks in its possession or control, including any variation, modification, or improvement. The Subscriber must not retain, record, store, document, or computerize any of the Trade Marks.

11.0 Liabilities and Indemnities

11.1 The Subscriber is responsible for all liabilities that occur after the Effective Date, including all suits, proceedings, actions, claims, demands, costs and expenses (including all legal fees) brought against the Company or incurred by it as a result of or arising out of before or arising out of:

(a) The Subscriber's use of the Trade Marks;

(b) The Subscriber's own acts or omissions;

(c) The Subscriber's breach of this Agreement; and

(d) The Subscriber's conduct of its Business.

11.2 The Subscriber is liable for and must indemnify the Company from any losses, costs, claims, demands, damages, and expenses (including legal fees) arising as a result of a breach of this Agreement by the Subscriber

12.0 Confidential Information

12.1 Use and Purpose: The Subscriber agrees to use Confidential Information solely for the purpose of performing its obligations under this Agreement.

12.2 Confidentiality Obligations: The Subscriber must keep Confidential Information confidential.

Disclosure is limited to individuals with a need to know, who are directed to keep it confidential. Copying is restricted to what is strictly necessary.

12.3 Safeguarding and Return Safeguard against unauthorized copying, use, and disclosure.

Promptly return Confidential Information upon Company's request.

12.4 Notification of Breach: Notify the Company immediately of any suspected or actual unauthorized use or disclosure.

12.3 Compliance: Comply with reasonable directions from the Company regarding enforcement and breach.

12.4 Seek Direction: If uncertain about information as Confidential, seek direction from the Company before disclosure.

12.5 Legal Exceptions: Confidentiality obligations do not apply to information legally required to be disclosed.

13.0 Parties to do all things necessary: The parties agree to do all things and execute all documents necessary to give effect to the terms of this Agreement.

14.0 Costs

14.1 Each party will bear its own legal and accounting costs incurred in respect of the preparation, negotiation, and execution of this Agreement.

14.2 The Licensee must pay the Company's costs incurred (including legal costs on an indemnity basis) resulting from the Licensee's breach of this Agreement.

15.0 Severability

15.1 If a provision (or part of it) is held to be unenforceable or invalid, then it must be interpreted as narrowly as necessary to allow it to be enforceable or valid.

15.2 If a provision (or part of it) is held to be unenforceable or invalid, then:

(a) the provision (or part of it) must be severed from this Agreement;

(b) the remaining provisions (and remaining part of the provision) are valid and enforceable.

16.0 Victorian law and jurisdiction

The law of Victoria, Australia from time to time governs this Agreement. The parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those courts.