



## License Agreement – One Page Summary Document (Australia)

**This document is designed to provide a summary of the Master License Agreement. It is provided for information purposes only and any potential Licensee must read the Master License Agreement in its entirety prior to making any decisions to become a Licensee under this Agreement.**

### Fees:

- Invoices are sent from the Licensee to the client;
- The Licensee will be invoiced by the Licensor for 50% of any system subscription fees invoiced;
- The Licensee will be invoiced by the Licensor for 25% of any Licensed Services that the Licensee invoices to a client;
- The Licensee will not be invoiced by the Licensor for any work done by the Licensee that do not form part of the Licensed Services or system subscriptions;
- The License Fees are always based on the recommended selling price and if this is to be amended, then approval would be required from the Licensor.

### Training:

- Licensees must complete accreditation training prior to providing any Licensed Services to a client;
- The Licensee's implementation of The H Factor system within their own organisation forms part of the required training. This will be undertaken free of charge or at a nominal fee at the discretion of the Licensor;
- The Licensee may request assistance from the Licensor (or another Licensee approved by the Licensor) to assist with delivering Licensed Services to their first client. Should this occur, both parties will share in the resulting revenue equally (i.e. 50/50 split).

### Territory and Exclusivity:

- The Licensor is under no restrictions in relation to the number of H-Factor Licensees that it may permit to use the License System anywhere in Australia, or any other country.

### Obligations:

- A Licensee is expected to service their clients in a manner acceptable to the Licensor with regards to any Licensed Services and/or system subscriptions;
- A Licensee has a variety of reporting obligations that provide information regarding details of Licensed Services contracts, variations, invoices, and/or incidents, that occurred during each month.