

# Private Trading Exchange – Licence Agreement

**An Agreement Between:**                      **Austpac Ventures**  
ABN: 78 869 855 298  
and;  
**The Applicant**

<b>Applicant's Name:</b> <input type="text"/>	
<b>Address:</b> <input type="text"/>	<b>Post Code:</b> <input type="text"/>
<b>Phone:</b> <input type="text"/>	<b>Email:</b> <input type="text"/>

## **DEFINITIONS:**

**Agreement means:** This Private Trading Exchange (PTX) Licence Agreement.

**Company means:** A Company listed by an approved Applicant onto the Site.

**IPO means:** An Initial Private Offering.

**Licence Agreement means:** the contractual terms of use of the PTX trading platform, rights to login and conditions of use of the PTX Internet site.

**Licensor means:** Austpac Ventures.

**Licensee means:** An approved Applicant.

**PTX means:** Private Trading Exchange.

**Service means:** the service provided by Austpac Ventures to the PTX Site licensed to the Applicant.

**Site means:** A PTX trading platform licensed to an approved Applicant.

**Small-scale offering means:** A 'private' or 'personal' offer to issue or sell securities.

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## **INTRODUCTION:**

In most regions around the world, including Australia, it is illegal for any person (or company) to ask two or more persons to invest in a shared business venture, property or other investment, without complying with legal rules set down by the relevant Corporate Regulator.

Austpac Ventures has developed a unique and legally compliant Internet-based private securities trading exchange platform known as a Private Trading Exchange, or PTX.

A PTX may be licensed to a company (the Applicant) that has issued, or proposes to issue, securities in order to raise funds from investors.

A PTX licence may also be granted to an accountant, solicitor, or other advisor (the Applicant) that acts on behalf of multiple companies that have issued, or propose to issue, securities in order to raise funds from investors.

**THE PARTIES AGREE AS FOLLOWS:**

A.	<input type="radio"/> Select	The Applicant wishes to acquire a single PTX licence pursuant to this Agreement to enable the Applicant to self-promote issues or sales of securities in their own Company or group of Companies, or;
B.	<input type="radio"/> Select	The Applicant wishes to acquire a PTX licence to list multiple Client companies for which the Applicant may act, to enable each of those Client companies to self-promote issues or sales of their own securities.
C.	Austpac Ventures agrees to grant a non-exclusive right to the Applicant to operate a Private Trading Exchange (PTX) on behalf of itself, or on behalf of and as a service to its Clients.	

**In consideration of these premises, the parties further agree as follows:**

**1. Number of licensees:**

It is agreed that, in any territory identified by Austpac Ventures, PTX licensee numbers will be at the sole discretion of Austpac Ventures.

**2. The Term:**

The term of this Agreement is for a period of five (5) years and is subject to renewal at the discretion of Austpac Ventures.

Using Austpac Ventures services is subject to the Applicant’s continuing compliance with the terms and conditions as set out in this Agreement.

**3. Special Conditions:**

The Applicant agrees as follows:

1. Austpac Ventures reserve the right to cancel this Agreement, without compensation to the Licensee, in the event the Licensee breaches the share hawking provisions of the Law and/or the requirements of the Commonwealth Corporations Act 2001 or the corporate regulatory requirements of the Law in any other jurisdiction in which the Licensee may operate, in relation to an offer to issue or sell securities;

2. To indemnify Austpac Ventures and its officers, employees and agents ("those indemnified") against any direct or consequential liabilities, losses, damages, expenses and costs (including any legal expenses) incurred or suffered by any of those indemnified as a result of any claim or proceedings brought by a third party against those indemnified in connection with the publication of any material published on the Licensee's PTX that may contain false or misleading statements.

3. License Fees: The Licensee agrees to pay the licence fees to acquire and maintain the Licence granted under this Agreement as set out at item 14 below.

4. The Licensee's PTX website will be hosted on Austpac Ventures Internet servers and Austpac Ventures will remain responsible for the continuous operation of the Licensee's PTX website during the effective term of this Agreement.

5. An appropriate and unique Domain Name shall be registered by the Licensor as the uniform resource locator (URL) for the Licensee's PTX platform. The Licensee agrees that it shall only use the Domain Name in accordance with this Agreement and it shall not use the Domain Name in any manner which, in the opinion of Licensor, is fraudulent, misleading or otherwise detrimental to the Licensor.

#### **4. Separate Legal Entity:**

The Applicant acknowledges that they and Austpac Ventures are independent parties and that no partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended by entering into this Agreement. The Applicant will at all times represent that it is legally independent from Austpac Ventures.

#### **5. Regulatory Risk:**

The Applicant acknowledges that the regulatory/risk of operating a PTX platform is with the company issuing or proposing to issue securities, and not Austpac Ventures or the Licensee.

#### **6. Liability:**

Under no circumstances will Austpac Venture's liability extend to commitments or promises made by the Licensee or for breach of the Agreement. The Applicant acknowledges that Austpac Ventures shall not be liable for any loss or damage arising from Austpac Venture's business model, processes and procedures.

#### **7. Termination of Agreement:**

1. Austpac Ventures retains the right to terminate this Agreement at any time where Austpac Ventures considers that conditions incorporated under this Agreement are breached or where the Applicant has been convicted of a criminal offence or has found to have committed an act of insolvency.

2. Austpac Ventures shall have the right to terminate this Agreement by written notice upon the Licensees breach of or non-compliance with any of its terms.

3. The Licensee shall be held legally liable for any intellectual property, copyright or trademark infringement as a result of the Licensees breach of this Agreement.

4. In the event of a breach of this agreement by the Licensee, Austpac Ventures rights to pursue the Licensee at law shall not be extinguished.

5. A Licensee may terminate this Agreement by giving Austpac Ventures thirty days (30) days' notice in writing.

### **8. Legal Compliance:**

The Applicant agrees to comply with all Federal, State, Territory and Local Government laws.

### **9. Assignment:**

The Licensee must not transfer their PTX Rights under this Agreement to a third party without first obtaining written approval from Austpac Ventures whose approval will not be unreasonably withheld, provided that the Licensee is not currently in breach of any condition or obligation to Austpac Ventures under this Agreement.

### **10. Outstanding Payments:**

In the event of termination or assignment of the Agreement the Licensee will be required to pay any outstanding fees owing to Austpac Ventures seven days prior to cancellation or assignment.

### **11. Force Majeure Event:**

The Force Majeure Event hereunder refers to governmental act, fire, explosion, typhoon, flood, earthquake, tide, lightning, war or any other events which are unforeseeable by and beyond the control of any party hereto. In the event of a Force Majeure Event, the party affected by such event shall immediately notice the other party.

In the event of occurrence of Force Majeure Event, no party shall be held liable for the damages, losses or increased expenses arising from such party's failure of or delay in the performance of this Agreement due to the Force Majeure Event, and the failure of or delay in the performance of the Agreement due to the Force Majeure Event shall not be deemed as a breach of this Agreement.

The party affected by the Force Majeure Event shall take all appropriate measures to set off or minimise the effect of the Force Majeure Event, and it shall use the best efforts to continue to perform the obligations the performance of which has been suspended or delayed. After the Force Mejeure Event is eliminated, both parties agree that they shall use their best endeavours to continue to perform this Agreement.

## **12. Commercial Considerations:**

In relation to Austpac Ventures intellectual property, a Licensee must ensure that:

1. Neither the Licensee nor any of the Licensee's clients makes, arranges or authorises the insertion of any reference to Austpac Ventures in any document (including opinion, press releases, promotional or marketing material) without the prior written consent of Austpac Ventures;
2. The Licensee must not operate any business similar to Austpac Ventures and/or its PTX during its period as a Licensee; and
3. The Licensee must not undertake any business similar to Austpac Ventures for a period of twenty-four (24) months after it has ceased being a Licensee.
4. At all times a Licensee is completely independent of Austpac Ventures save for the obligations and responsibilities contained in this Agreement.

## **13. Copyright.**

1. By using the Austpac Ventures/PTX method of publishing and promoting the issue or sale of securities, the Applicant agrees to abide by the copyright law and all other applicable laws of Australia including, but not limited to the terms of this Agreement.
2. The Licensee acknowledges that the Web layout of a Private Trading Exchange (PTX) is Copyright and the Licensor agrees to license the right to use the Copyright to the Licensee in accordance with the terms and conditions set forth herein and the Licensee agrees to accept the license on the terms and conditions set forth herein.
3. Austpac Ventures shall have the right to terminate this Agreement immediately by written notice upon a Licensees breach of, or non-compliance with, any of the Agreement's terms.  
The Licensee may be held legally responsible for any copyright infringement that is caused or encouraged by the Licensees failure to abide by the terms of this Agreement.
4. The Licensee agrees that any other documents supplied by Austpac Ventures under this Agreement, including amendments, revisions and supplements shall remain the property of Austpac Ventures and are provided by Austpac Ventures to the Licensee exclusively for the Licensee's use only.

#### 14. Type of Licence & Licence Fee:

Company PTX Licence	<input type="radio"/> Select	<b>A Single Company Licence:</b> For Company Directors wanting to have their own Company's PTX. This licence is for a Company wanting to self-raise their own funds through an issue of debt or equity securities.	Licence Fee \$5,500.00 + a service fee of \$33.00 P/Month
Advisor PTX Licence	<input type="radio"/> Select	<b>Professional Consultant Licence:</b> For accountants, solicitors & other professional advisors. This licence allows the Licensee to list up to 24 of their Client companies per annum on their own advisor PTX.	Licence Fee \$9,950.00 + a service fee of \$55.00 P/Month
<b>Timeframe for getting your PTX operational:</b> Allow three (3) to five (5) weeks from signing this Agreement to having a fully functional and operational PTX as per our standard PTX model. See examples of our standard PTX models below.			
<a href="#">Standard Equity Securities PTX</a>		<a href="#">Standard Debt Securities PTX</a>	
<b>Modifications:</b> Should the Licensee require any special modifications additional to our standard PTX model, a Licensee may request a quote from the Licensor to provide this. Any modifications or upgrades to a PTX website will remain the property of the Licensor.			

#### 15. Terms of Payment:

The Licensee agrees to pay the Licensor license fees in the amounts and the manner as set forth in item 14 above. Payment terms for the Licence fee are 50% on, or soon after, signing this Agreement and the Balance will be due on completion of the PTX.

Once we have received your signed Application we will invoice you for the initial commencement payment.

The Monthly service fee shall commence 30 days after the completion of your PTX.

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THE TERMS of this AGREEMENT are governed by the requisite Federal, State and Territory Laws of Australia applying to Austpac Ventures business, and this AGREEMENT will be considered terminated in the event of a breach of the terms and conditions hereof immediately upon the receipt of written notice thereof.

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**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorised officers and as of the date and year below written.

If a Company, signed by a duly authorised officer (e.g. a Director) for and on behalf of:

**Applicant if a Company:**

*Company name*

*A.C.N.*

**Signed in AGREEMENT:**

*The Applicant (Licensee)*

*Print name*

*Position*

*Date signed*

*Austpac Ventures (Licensor)*

*Print name*

*Position*

*Date signed*

**Signing instructions:** Print out the completed form, sign it, scan it and return it to [licensing@AustpacVentures.com.au](mailto:licensing@AustpacVentures.com.au)

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