

Parties

Name ABMO Pty Ltd as Trustee for ABMO Trust ("ABMO")
ACN 131 218 767
Address 87 Henry Cotton Drive, Parkwood Qld 4214
Attention: Agata Mouasher

AND:

Name _____ ("Participant")

Address _____

Background

- A ABMO has developed an advanced structural balancing method (hands-on) that primarily treats stiff joints/tissues, restores movement and function, reduces and manages pain, and rebalances the body known as Kanetica, together with a distinctive and valuable name, image and reputation associated with Kanetica.
- B The Participant wishes to learn more about Kanetica and possibly become an accredited and/or preferred Kanetica Structural Balancing practitioner after the completion of the necessary training and meeting eligibility requirements on the terms and conditions of this agreement. Ownership.

1. Ownership

ABMO covenants and the Participant acknowledges that:

- (a) ABMO is the exclusive owner of Kanetica;
- (b) ABMO is the exclusive owner of the Web Software and Website; and
- (c) Participant's right to use Kanetica is pursuant to this agreement.

2. Level 1 Participant

- (a) Subject to the Participant complying with this agreement, ABMO grants to the Level 1 Participant the right to:
 - (i) use Kanetica as part of the Participant's Practice;
 - (ii) treat the Participant's Patients using Kanetica;
 - (iii) have access to the exclusive Kanetica Discussion and Support Group; and
 - (iv) access to the Websitefor the Term of Licence and on the terms and conditions contained in this agreement (**the Licence**).
- (b) The Participant cannot appoint any person as a sub licensee or grant any right to any person to carry on the business of a sub licensee or use the rights granted under this Agreement.

3. Scope of Granting of Rights

- (a) The Participant must not teach or duplicate Kanetica to any other person.
- (b) To the extent that there is any goodwill associated with, or comprised in Kanetica, the Web Services or the Website, such goodwill remains the property of ABMO and the Participant will have no right, interest in or claim for compensation in respect of the goodwill. If the Participant at any time adds to the goodwill, the Participant will be deemed to have been adequately compensated for such addition by virtue of the fees it earns under this agreement.

4. No infringement

The Participant will not at any time use, register or apply to register:

- (a) any name used by ABMO or any of the Intellectual Property Rights; or
- (b) any name, trade mark, symbol or device which incorporates, is confusingly similar to, is a simulation or colourable imitation of, is likely to deceive or cause confusion with or unfairly competes with:
 - (i) a name used by ABMO; or
 - (ii) any other of the Intellectual Property owned by ABMO, whether as the whole or part of a corporate name, business name, trading name, trading style, trade mark, domain name, electronic business mail address or otherwise in any part of the world except with ABMO's prior written consent and in accordance with all terms on which that consent has been given.

5. Acknowledgment and Indemnity

The Participant acknowledges that:

- (a) it is aware that any infringement or threatened infringement of the Intellectual Property of ABMO may result in ABMO suffering damage, and

(b) the Participant indemnifies ABMO against all Liabilities that ABMO may sustain or incur as a result of any suspected or actual infringement of the Intellectual Property by the Participant.

6. Use and Disclosure of Confidential information

The Participant:

- (a) may use any Confidential Information only for the purposes of this agreement; and
- (b) must keep confidential all Confidential Information except to the extent (if any) the Participant is required by law to disclose it.

7. Payment

In consideration of the rights granted under this Agreement, the Participant must pay the amount of \$2500 prior to the first day of training.

8. Media Release

The Participant consents that:

- (a) ABMO has the right to take photographs, videotape, or digital recordings during the training, and to use these in any media, exclusively for the purposes of marketing, training and education,
- (b) the Participant's name and identity may be revealed therein or by descriptive text,
- (c) the Participant waives any rights, claims, or interest to control the use of their identity.

Signature

Signed by _____ (Name of Participant)

_____ (Signature of Participant)

Executed by ABMO Pty Ltd ACN 131 218 767

in accordance with its Constitution and pursuant to section 127 of the Corporations Act

_____ (Signature of Director)

_____ (Name of Director)

See Terms and Conditions on next page

Change of Contact Details - Please advise us of any changes to your contact or payment details.

Deposit – To reserve your place, a **non-refundable** deposit is required to be paid **within 7 days** upon receipt of your registration.

Payment – Full payment is due prior to course start date. Visa and Mastercard payments incur a processing fee of 1.5% (unless you are on a payment plan, see below).

Payment Plans – Ezyppay is an automated payment service. To setup a payment plan based on regular direct debits, please complete the Ezyppay Direct Debit Request on the Course Registration Form. In order to administer this service, Ezyppay has its own set of fees. If you have chosen a payment plan, please note the following applicable fees:

Ezyppay Fee Type	Fee (incl. GST)	When does it apply?	Ref
Customer Set-up fee	\$4.72	One off fee to set up your payment plan	0.
Transaction fees Bank Account Visa/Mastercard AMEX/Diners	\$1.18 2.91% or \$1.52 whichever is higher. 5.81% or \$2.89 whichever is higher.	Every time a direct debit payment is made	1.
Data handling fee	\$3.00 - quarterly (Jan, April, Jul, Oct)	For maintaining the security and privacy of your banking information.	11. 12.
SMS reminder fee	\$0.55	You will receive a reminder of your upcoming payment 3 days before your debit is due. You can opt-out of this service when the first sms is sent (free).	13.
Failed payment fee	\$15.11	Every time a direct debit fails. You will receive an email notifying you of the failed debit with options, and Ezyppay will try to debit your account again in 14 days.	2.

Cancellations and Refunds - Refunds will **not** be issued for: a) failure to attend a scheduled training course, b) non-completion of the course, c) change of mind about a course, or d) other circumstances beyond our control. With unforeseen circumstances, please contact us to discuss and arrange a new course date.

Disclosure of your information - We acknowledge and respect the privacy of our registrants and adhere to the Privacy and Personal Information Protection Act 1998. Personal information collected from registrants will not be shared with anyone unless required by law or with a registrant's permission. Our policies and procedures including Data Privacy and Secure Storage of Company Documentation can be provided on request – please email info@kanetica.com.au.

Proprietary Interests Please note that we utilises Sombra® – a natural pain relieving gel in all its practices during treatments and therefore may promote/refer to this product during the course.

Note: You must be a licenced practitioner and hold a current certificate of insurance to do this course.

If you have questions about our terms and conditions, contact us on (07)5594 9095 before signing this application.

Signature

I _____ have read the attached terms and conditions and agree to undertake the course I have selected with ABMO Pty Ltd according to their policies and procedures. I acknowledge that I am responsible to make all payments for the course I have selected, and that I am licenced and insured.

Signed _____

Date _____