

1. Definitions

Agreement means an agreement for you to purchase one of the Subscription Products pursuant to this agreement;

Branding means your use of any and all logos, Intellectual Property, Subscription Products or any other software or physical materials owned or used by the Company;

the Company refers to Boom Gate Enterprises Pty Ltd trading as "Ready Set Dance" of 31C Koonya Circuit, Caringbah NSW 2229, Sydney Australia;

Confidential Information means:

- (a) All ideas, product concepts, written material, pictures, drawings, specifications, notes, or other verbal information or written data concerning the content, design, development, marketing, sales plans and price structures relating to the parties;
- (b) all business and financial information, sales and supply details, marketing strategies, business listings, information concerning the business or customers, relating to a party;
- (c) any information which, by its nature, places or potentially places a party at an advantage over its business competitors; or
- (d) any information that would otherwise at law be considered secret or confidential information;

whether or not marked confidential BUT does not include information which:

- (e) at the time of first disclosure by a party is already in the public domain; and
- (f) after disclosure to a party, becomes part of the public domain otherwise than by disclosure in breach of the terms of this Agreement;

Copyright Materials means all copyright materials presently owned by the Company, together with any future copyright material owned by the Company;

Exclusive Territory means the area to be agreed upon by the Company and you as the area specified to exclude competing dance studios from purchasing a Subscription Product;

Intellectual Property means all intellectual property and all improvements, modifications, derivations and discoveries in or related to the Confidential Information, the Trade Marks and Copyright Material owned by the Company;

Main Location Listing is the location nominated by you as the dance studio where the majority of dance classes are to be delivered;

Official Location means you have qualified to be an official location by having purchased the Premium Partner product and are certified to deliver all Subscription Product programs;

Privacy Policy means the privacy policy drafted by the Company which sets out how and why the Company collects, uses, shares, and protects the personal information of you;

Program Manual refers to the manual provided to you at the beginning of the Subscription Term and made available to you from time to time which contains essential instructions and guidance regarding the operation of the Subscription Product which you must adhere to in order that you don't act contrary to this Agreement, including but not limited to:

- (a) marketing;
- (b) merchandising;
- (c) customer service; and
- (d) upholding system quality standards;

Subscriber means the person responsible for reading, interpreting, agreeing to, and complying with the conditions set out in this Agreement on behalf of the Studio and will be responsible for all correspondence with the Company. If the person ceases to be the Subscriber, it is the Subscriber's responsibility to nominate a replacement person and inform the Company of their replacement. If the Subscriber is unable to inform the Company of their replacement, the Studio is required to nominate a replacement and inform the Company;

Subscription Commencement Date is the date upon which payment of first subscription fee and Initial Upfront Set-Up Investment fee is made;

Subscription Product means any one of the subscription products offered by the Company outlined in paragraph 4 – 'Subscription Products' of this Agreement;

Subscription Term means the period of time which you agree to subscribe to a Subscription Product, as outlined in paragraph 6 – 'Subscription Term' of this Agreement;

Studio Owner refers to the person who is legally recognised as the owner of the Studio;

Studio refers to the dance studio nominated by you as the recognised primary studio for all contact and correspondence with the Company;

Trade Marks means the registered and unregistered trade marks owned by the Company, together with any future registered and unregistered trade marks owned by the Company;

You/Your refers to the Subscriber of this Agreement or any other person responsible for reading, interpreting, agreeing to, and complying with the conditions set out in this Agreement on behalf of the Studio

2. Interpretation and introduction

- 2.1 This Agreement constitutes a legal, binding agreement between you and the Company and states the terms upon which the Subscription Product is provided to you.
- 2.2 If you are subscribing to any one of the Company's Products on behalf of your employer or such entity, you represent and warrant that:
 - (a) you have full legal authority to enter into this Agreement on behalf of your employer or such entity;
 - (b) you have fully read and understood all of the terms in this Agreement and how it relates to your employer or such entity; and
 - (c) you agree to these terms on behalf of your employer or such entity.

3. Grant of subscription

- 3.1 In consideration of you agreeing to comply with the requirements of this Agreement, the Company grants to you a non-transferable right to use the Subscription Product in accordance with this Agreement for the Subscription Term.
- 3.2 The Subscription Product constitutes a non-exclusive Agreement except for where otherwise specified in this Agreement.

4. Subscription Products

- 4.1 The Company will offer the following Subscription Products for purchase:
 - (a) Single Subscription, including one or any combination of the following:
 - (i) Ready Set Dance (**RSD**);
 - (ii) Ready Set Acro (**RSA**);
 - (iii) Ready Set Move (**RSM**).

- (b) Complete Subscription
 - (i) All products offered in the Single Subscription.
- (c) Premium Partner Subscription
 - (i) All products offered in the Single Subscription with Exclusive Territory

4.2 The conditions of each of the Subscription Products are set out in the table at paragraph 17.1 and will be further detailed in the Program Manual.

5. Subscription obligations

5.1 It is your obligation to maintain current records, with accurate registration information and personal information (including full name, email address, address and date of birth), and to provide those records and personal information details to the Company.

5.2 In order for you to comply with the use of the Subscription Product in accordance with this Agreement, you must:

- (a) Possess, use and maintain all hardware, software and communications equipment necessary for your use of the Subscription Product;
- (b) Comply with all of our directions, policies and guidelines.

5.3 Where the Subscription Product becomes either wholly or partly unavailable for any reason whatsoever, the Company will not be liable to you or anyone for its unavailability. From time to time, the Company may suspend or restrict access to all, or some parts of the Company's services.

5.4 For you to comply with the requirements of this Agreement and use the Subscription Product in accordance with this Agreement, you must not:

- (a) Violate any of the Company's Intellectual Property;
- (b) Attempt to use, or use, the Company's Intellectual Property to create a product or service that is the same or deceptively similar to the Company and its Intellectual Property;
- (c) Create, copy, modify, or duplicate the same or similar works to the Company's Intellectual Property in any way contrary to this Agreement or the law;
- (d) Display, transfer, assign, sell, or disclose or otherwise commercially exploit, encumber or limit the Company's ability to make available its Subscription Products for use to you or any third party in any way that is or could be deemed contrary to this Agreement.

5.5 The Company may elect, from time to time, to provide you with ongoing training and assistance either electronically or at facilities selected by the Company at your cost. You must comply with all training, compliance or other certification requirements reasonably determined by the Company from time to time.

6. Subscription Term

6.1 The subscription commences on the Subscription Commencement Date and continues for a period of 12 calendar months.

6.2 60 days prior to the end of the Subscription Term, you must notify the Company if you intend to cease the subscription at the end of that Subscription Term.

6.3 If you fail to notify the Company in accordance with paragraph 6.2, you agree that your subscription will automatically extend for an additional Subscription Term on identical terms as at the end of the immediately preceding Subscription Term.

7. The Company's right to terminate the subscription

7.1 If you fail to pay the Company any monies owed and payable, and without prejudice to any of the Company's other rights under this Agreement or at law, the Company may write to you to give you an additional 14 days to repay all owed monies.

7.2 If you fail to repay any owed monies following written notice in accordance with paragraph 7.1, the Company may immediately terminate the subscription under this Agreement without incurring liability.

7.3 The Company shall not terminate the subscription for unpaid owed monies until the procedure outlined in paragraphs 7.1 and 7.2 is followed.

7.4 If you breach this Agreement or the law, the Company may write to you advising you of said breach and give you 7 days to remedy the breach. Failure to remedy such breach gives the Company an automatic right to terminate this Agreement immediately and seek recovery of its costs and compensation.

8. Your right to terminate the subscription

8.1 If the Company substantially fails to provide adequate use of the Subscription Product, you may give the Company written notice of such failure. After giving the Company written notice of said failure, you must wait 14 days for the Company to remedy the substantial failure before terminating your Subscription Product. You must follow this process before terminating this Agreement.

9. Early Termination

9.1 You and the Company may agree that you terminate this Agreement before the end of the Subscription Term. For the avoidance of doubt, Early Termination pursuant to this clause is not to be considered acting contrary to this Agreement.

9.2 Where you terminate this Agreement in accordance with 9.1, you shall make a payment to the Company. The total amount to be paid pursuant to this clause is to be agreed upon by you and the Company.

10. Payment details

10.1 Payment will be securely processed monthly or annually in advance by the Company's nominated payment provider. In addition to the agreed costs for your purchase of the Subscription Product, the payment provider may charge additional fees and may make changes to its services. By signing this Agreement, you hereby agree to any additional fees charged by the payment provider and are subject to any changes made by the payment provider in accordance with law and procedure.

11. Termination Fee

11.1 If you cancel your Subscription Product or cease making payments contrary to this Agreement, you will be liable to a Termination Fee to be paid to the Company.

11.2 The Termination Fee is the amount of money that would have been paid from the date at which payments ceased to the end of the Subscription Term if you had continued with your Subscription Product plus interest.

11.3 The Company reserves the right to grant an extension of time to you to rectify any credit card issues which you may have experienced in good faith, which is to be a 14 day timeframe.

12. Use of the Company's Intellectual Property

12.1 You may, during the Subscription Term, use the Company's Intellectual Property only in accordance with this Agreement.

13. Ownership of the Company's Intellectual Property

13.1 Nothing in this Agreement is to be construed as granting any proprietary right or interest of the Company's Intellectual Property to you or any other party.

13.2 You must not challenge or dispute the Company's rights to the Intellectual Property.

13.3 You must not, without the Company's prior written consent, register or record or attempt to register or record anywhere in the world the Intellectual Property rights owned by the Company or assist any other party to do so.

14. Compliance with Laws and Regulations

14.1 You agree to comply, at all times, with all applicable laws and regulations relating to any of your use of the Company's Intellectual Property.

15. Liability

15.1 You must indemnify and hold harmless the Company, the supplier, their directors, employees, contractors and agents (**the indemnified persons**) against any loss, damage or expense suffered by the indemnified persons to the extent caused by your use of the Company's Intellectual Property in breach of this Agreement, except to the extent that such loss, damage or expense was caused or contributed to by the act of the indemnified persons.

16. Handling your data

16.1 The Company acknowledges that, in the course of providing services to you, it may have access to and handle certain data related to you. The Company agrees to handle all data related to you with the utmost care and in compliance with applicable data protection laws and in accordance with the Company's Privacy Policy.

17. Conditions of Subscription Products

17.1 Table detailing Subscription Products:

Premium Partner:

Exclusive Territory: YES

Main Location: One Main Location plus the opportunity for additional Locations within your Exclusive Territory (Company and written approval is required)

1 x Website listing: Premium Partner badge and Official Location badge

Requirement to name classes as RSD, RSA, and RSM: YES

Requirement to use the Company's Branding: YES

Requirement to use signage at your studio: YES

Teachers required to wear uniforms: YES

Requirement to use the Company's props: YES

Single Subscription:

Exclusive Territory: NO

Main Location: One Main Location only

1 x Website listing: Subscription Product badge and Ready Set Dance affiliate badge

Requirement to name classes as RSD, RSA, and RSM: OPTIONAL

Requirement to use the Company's Branding: OPTIONAL

Requirement to use signage at your studio: OPTIONAL

Teachers required to wear uniforms: OPTIONAL

Requirement to use the Company's props: OPTIONAL

18. Amendments and modifications

18.1 Any amendments, modifications, alterations or cancellations the Company makes to this Agreement is to be undertaken in accordance with the procedures and processes set out in the Program Manual.

19. Force Majeure

19.1 Neither party shall be liable to the other where any event or circumstance beyond the parties' reasonable control prevents either party from performing their obligations under this Agreement.

20. Dispute Resolution

20.1 Any party claiming a dispute pursuant to this Agreement must notify the other party in writing of the nature of the dispute (**Dispute Notice**), except where urgent interlocutory relief is being sought.

- 20.2 The parties must act in good faith and attempt to resolve any dispute between them before bringing the dispute before a relevant court.
- 20.3 If, after 30 days of the Dispute Notice having been received, the dispute is not resolved, either party may bring a legal action before the relevant court.
- 20.4 Each party must continue to perform its obligations under this Agreement despite any unresolved disputes on foot.
- 21. Laws governing this Agreement**
- 21.1 This Agreement is governed by, and construed, in accordance with, the laws applicable to the territory of the Main Location Listing.

CONFIDENTIALITY DEED POLL

Discloser: Boom Gate Enterprises Pty Ltd (ACN 603 070 168) (**Boom Gate**)

Recipient: The Subscriber of this Agreement

Background

- A. Boom Gate provides READY SET DANCE, READY SET BALLET, READY SET MOVE and READY SET ACRO branded dance programs and associated music and choreography in the READY SET DANCE, READY SET BALLET, READY SET MOVE and READY SET ACRO format for pre-school aged children to dance studios/schools, as well as other associated activities.
- B. Boom Gate has disclosed and may continue to disclose Confidential Information to the Recipient in connection with the delivery of READY SET DANCE, READY SET BALLET, READY SET MOVE and READY SET ACRO programs to the Recipient's subscribed studio/school (**Disclosure Purpose**).

Terms and Conditions

1 Definitions and Interpretation

1.1 Definitions

In this deed poll:

Confidential Information means any information regardless of its form, created at any time, which:

- (a) is Specific Confidential Information;
- (b) is marked as confidential;
- (c) is by its nature confidential; or
- (d) the Recipient knows or ought to know is confidential,

but excludes information which, without breach of this deed poll or other breach of confidence:

- (a) is or becomes public knowledge; or
- (b) the Recipient already knew or had, on a non-confidential basis, before receiving the information from Boom Gate.

Disclosure Purpose means the purpose described under the heading "Background" above.

Specific Confidential Information means:

- (a) information relating to the Disclosure Purpose or its existence;
- (b) information related to the READY SET DANCE, READY SET BALLET, READY SET MOVE and READY SET ACRO syllabus, training materials, know how, trade secrets, business operations, customers, training curriculum, technical information, technology processes, intellectual property, merchandise, music, choreography, programs, ideas and concepts;
- (c) all information obtained, derived or created by the Recipient partly or wholly from any of the Confidential Information, or from inspection or evaluation of any part of the Confidential Information; and
- (d) this deed poll and its subject matter or existence.

2 Confidential Information

2.1 Duty of confidentiality

The Recipient acknowledges the confidential, sensitive, and proprietary nature of the Confidential Information and agrees:

- (a) to keep confidential all Confidential Information; and
- (b) not disclose or allow to be disclosed any Confidential Information to any person except:
 - (i) as required by law or any regulatory body;
 - (ii) in accordance with this deed poll; or
 - (iii) with the prior written consent of Boom Gate.

2.2 Use of Confidential Information

The Recipient must ensure that all Confidential Information in the possession of the Recipient is only used for the Disclosure Purpose.

2.3 Security of Confidential Information

The Recipient must:

- (a) maintain effective security measures to protect all Confidential Information from unauthorised access, use, copying or disclosure; and
- (b) notify Boom Gate immediately in writing if the Recipient becomes aware of any possible or actual breach of this deed poll.

3 Disclosure

3.1 Authorised Recipients

The Recipient may disclose the Confidential Information to other teachers, trainers or employees of the subscribed studio/school on a strictly "need to know" basis provided that:

- (a) the Recipient must ensure that such persons are under equivalent obligations of confidence to the Recipient as provided in this deed poll;
- (b) the Recipient must ensure compliance by such persons with the terms and conditions of this deed poll which impose on any obligation on the Recipient, as if such persons were a party to this deed poll;
- (c) a breach of such a term or condition by such a person shall be regarded as a breach of this deed poll by the Recipient.

3.2 Permitted Disclosure

If the Recipient is required by law or any regulatory body to disclose any Confidential Information, the Recipient must:

- (a) first give reasonable notice to and consult with Boom Gate;
- (b) disclose no more Confidential Information than is strictly required; and
- (c) do whatever is necessary to ensure that the disclosed Confidential Information is treated confidentially.

4 Return or Destruction of Confidential Information

4.1 Return or destruction

Whenever Boom Gate requests, the Recipient must immediately return to Boom Gate (or if Boom Gate requests, destroy) all materials containing any of the Confidential Information in the Recipient's possession or control.

4.2 Obligations to continue after materials returned

The obligations of the Recipient under this deed poll will continue and will be enforceable by Boom Gate, even if the materials containing the Confidential Information are returned to Boom Gate or destroyed.

5 Boom Gate's Liability

5.1 Boom Gate does not warrant Confidential Information is accurate

The Recipient acknowledges that:

- (a) Boom Gate does not represent that the Confidential Information is accurate or complete; and
- (b) the Confidential Information may:
 - (i) have been prepared without any particular standard of care;
 - (ii) be speculative;
 - (iii) be based on assumptions (stated or unstated) which may not be realised; and
 - (iv) contain material which has not been audited or verified.

5.2 Boom Gate not liable

Boom Gate is not liable to the Recipient, or any other person in relation to the use of the Confidential Information by the Recipient, or any other person.

6 Injunctive Relief

6.1 Recipient's acknowledgments

The Recipient acknowledges that because of the nature of the Confidential Information, damages would not be an adequate remedy for Boom Gate if there is any unauthorised use or disclosure of the Confidential Information. Therefore the Recipient acknowledges that Boom Gate can seek an ex parte interim, interlocutory or final injunction to restrain any unauthorised use or disclosure of the Confidential Information.

6.2 Recipient's consent

The Recipient irrevocably consents to any such injunction being granted to Boom Gate and to a copy of this deed poll being used as conclusive evidence of that consent.

7 Non-Disparagement

The Recipient must not say or do anything or engage in any conduct that will or may (either directly or indirectly) criticise or otherwise bring into disrepute or be contrary to the interests of Boom Gate,

its related bodies corporate and all partners, shareholders, directors, officers, employees, servants and agents of any of them in any way.

8 General

8.1 Waiver and exercise of rights

- (a) A single or partial exercise or waiver of a right relating to this deed poll does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

8.2 Governing law and jurisdiction

- (a) This deed poll is governed by and is to be construed in accordance with the laws applicable to the Recipient.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction applicable to the Recipient and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

8.3 Recipient's understanding

The Recipient acknowledges, fully understands and agrees to all of the terms and conditions set out in this deed poll on using and disclosing that Confidential Information.

8.4 Entire understanding

This deed poll contains the entire understanding between the parties as to the subject matter of this deed poll.