



Community of the Sacred
**KUAN YIN
TRANSMISSION™**

PRACTITIONER LICENSE AGREEMENT

This Agreement is made on the date specified in Schedule Item 1

BETWEEN **Alana Fairchild Pty Ltd ACN 613 359 952**
PO Box 777 Avalon Beach NSW 2107 Australia
(“the Company”, “Alana Fairchild”)

AND The Licensee as described in Schedule Item 2 (**“the Licensee”**).

RECITALS

- A.** Alana Fairchild Pty Ltd carries on the business of teaching a therapeutic spiritual-energy practice and the concepts of non-denominational spiritual guides and of esoteric psychology known as THE KUAN YIN TRANSMISSION™ method and of providing training to practitioners of THE KUAN YIN TRANSMISSION™ method.
- B.** Alana Fairchild Pty Ltd owns rights in the trademarks set out in Schedule Item 3 (**Licensed Trade Marks**) in Australia, including the right to apply for registration of the marks and may apply for registration of the Licensed Trade Marks in Australia and other countries in the future.
- C.** Alana Fairchild Pty Ltd is the owner or licensee of the copyright in music, audio and video compilations for use in THE KUAN YIN TRANSMISSION™ method and the literary and artistic works described in Schedule Item 4.
- D.** The Licensee has completed a training course as a practitioner of THE KUAN YIN TRANSMISSION™ method provided by the Company.
- E.** Alana Fairchild Pty Ltd is willing to grant the Licensee a licence to use the term THE KUAN YIN TRANSMISSION™ method, use the Licensed music and reproduce the Licensed Works (as defined by clause 1.1) in relation to the provision of one-on-one sessions and group sessions in THE KUAN YIN TRANSMISSION™ method by the Licensee in the countries specified in Schedule Item 5, in accordance with the training provided by the Company, on the terms of this Agreement.



Alana Fairchild Pty Ltd and the Licensee agree on the following:

1. DEFINITIONS AND INTERPRETATION

1. In this Agreement (including the Recitals, the Schedule and any Attachments), unless the context requires otherwise:

“Collateral Material” means material used in connection with the Licensed Services, including music, audio and video compilations, signs, instructional materials, and marketing and promotional materials.

“Commencement Date” means the date set out in Schedule Item 1.

“CPI” means the quarterly all-group weighted average for each of the eight capital cities Consumer Price Index published by the Australian Bureau of Statistics

“Document” includes films, tapes, disks, pictures, diagrams and any medium containing data in machine-readable form.

“Intellectual Property” includes:

- a. copyright;
- b. rights in relation to trade secrets and confidential information; and
- c. applications for registration of trademarks and rights in relation to registered or unregistered trademarks;

throughout the world, which comes into existence before or after the date of this Agreement.

“Licensed Music” means the music compilations described in Background paragraph C above and any other music or music compilation or video in which the Company owns rights that are provided or sold to the Licensee for use in connection with the provision of the Licensed Services by the Licensee.

“Licensed Services” means the provision of templates and group mentoring workshop outlines for the Licensees clients and public members in THE KUAN YIN TRANSMISSION™ method per the training provided by the Company but does not include the training of practitioners of THE KUAN YIN TRANSMISSION™ method.

“Licensed Trade Mark” means the trademarks in Schedule Item 3.

“Licensed Works” means the literary and artistic works described in Schedule Item 4 and any other literary and artistic works in which the Company owns rights that are provided or sold to the Licensee for sole use in connection with the provision of the Licensed Services by the Licensee.

“Legislation” includes subordinate legislation and mandatory industry codes of conduct.

“Renewal Date” means an anniversary of the Commencement Date during the Term.

“Term” means the period that this Agreement is in force.

“Year” means each period of twelve months or less during the Term, which commences on the Commencement Date or an anniversary of the Commencement Date and ends on the next anniversary of the Commencement Date or on the date this Agreement is terminated.

“\$” means United States dollars or USD.





2. LICENSE

1. Alana Fairchild Pty Ltd grants the Licensee a non-exclusive license to:

- a. use the Licensed Trade Marks;
- b. use the Licensed Music; and
- c. reproduce the Licensed Works,

solely in the countries specified in Schedule Item 5 and in relation to the Licensed Services only, for the Term, subject to the terms of this Agreement, without the right to sub-license.

2. If the Licensee is a company, the licence granted by clause 2.1 extends only to sessions in THE KUAN YIN TRANSMISSION™ method conducted in the countries specified in Schedule Item 5 by a single employee of the Licensee who has completed to the Company's satisfaction the Company's training course for facilitators of THE KUAN YIN TRANSMISSION™ method.
3. If the Licensee is an individual, the licence granted by clause 2.1 extends only to sessions in THE KUAN YIN TRANSMISSION™ method conducted in the countries specified in Schedule Item 5 by the Licensee personally.

3. TERM

1. This Agreement commences on the Commencement Date and continues unless terminated under clause 12.

4. RELATIONSHIP OF THE PARTIES

1. Nothing in this Agreement shall give rise to a partnership or agency relationship, joint venture or fiduciary relationship between the parties.
2. Neither party shall have authority, or hold itself out as having authority, to enter into any agreement or arrangement which purports to bind the other party or to incur any liability on behalf of the other party.

5. USE OF LICENSED TRADE MARKS

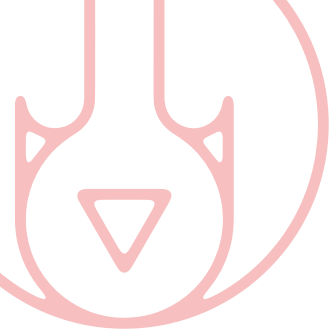
1. Subject to clause 5.3, the Licensee shall identify the Licensed Services exclusively by the name "Alana Fairchild's THE KUAN YIN TRANSMISSION™ modality [or method]", or another name notified by the Company from time to time which incorporates a Licensed Trade Mark.
2. Subject to clause 5.3, the Licensee shall use the Licensed Trade Marks only in the form set out in Schedule Item 3 unless otherwise notified by the Company.
3. The Licensee must use symbol ™ in connection with the Licensed Trade Marks unless the Company notifies the Licensee that it owns registered trade mark rights in the jurisdiction in which the Licensee operates, in which case the symbol ® must be used, for example, THE KUAN YIN TRANSMISSION ®.





4. The Licensee shall comply with the Company's directions and policies in relation to the Licensee's use of the Licensed Trade Marks, as notified by the Company to the Licensee from time to time, including in Attachment A.
 5. The Licensee shall not:
 - a. claim or represent that it has any rights in the Licensed Trade Marks, other than those granted by clause 2;
 - b. use the Licensed Trade Marks, the words "Alana Fairchild", "Kuan Yin Transmission™" and "Our Five Enlightened Mothers™", "Red Threads of Isis™", "Seal of Hours™", "Mudra Dance™," "Enlightened Touch", "Seven Eyes of Tara™" or any words substantially identical with or deceptively similar to the Licensed Trade Marks, in a company name, business name, product or service name, internet domain name, social media name, blog title or email address without the Company's consent;
 - c. apply to register a trade mark, business name, company name or internet domain name which incorporates the Licensed Trade Marks or the words "Alana Fairchild", or any words substantially identical with or deceptively similar to the Licensed Trade Marks or the words "Alana Fairchild", without the Company's consent;
 - d. use the Licensed Works and Licensed Music other than on or in relation to Licensed Services and Licensed Trade Marks in the country specified in Schedule Item 5 and in accordance with clause 2.2;
 - e. seek revocation of or oppose the registration of the Licensed Trade Marks as a Trademark in any country, or assist any other person in doing so.
 6. The powers of the Licensee under paragraphs 26(1)(b) to (e) of the **Trade Marks Act 1995** (Cth) are excluded.
 7. The Licensee shall notify the Company if it becomes aware of any use of the Licensed Trade Marks, or any trademarks substantially identical with or deceptively similar to the Licensed Trade Marks, on or in relation to services similar to the Licensed Services, which appear not to be authorised by the Company. The Licensee shall provide the Company with any assistance reasonably required in relation to infringement of the Company's rights by such use, at the Company's expense.
6. QUALITY CONTROL OF LICENSED SERVICES
1. The Licensee shall provide the Company with any information that the Company may reasonably require from time to time concerning the provision and marketing of Licensed Services, including information about consumer complaints concerning Licensed Services.
 2. The Licensee shall permit representatives of the Company to enter the premises where the Licensed Services are provided and to observe the Licensee's conduct of THE KUAN YIN TRANSMISSION™ method, to verify that the Licensed Services are being provided in accordance with the training provided by the Company and with this Agreement.





3. If the Company notifies the Licensee that the Licensed Services are not being provided in accordance with the training provided by the Company or with this Agreement, the Licensee shall immediately take any action required by the Company to ensure that the Licensed Services are in future provided per the training provided by the Company and with this Agreement.
4. If, following a further inspection by the Company held at least thirty days after delivery of a notice under clause 6.3, or the Licensee or the Company has received more than an aggregate of three consumer complaints about the Licensed Services, the Company may notify the Licensee that the Licensed Services are not being provided in accordance with the training provided by the Company or with this Agreement. The Company may terminate this Agreement by giving notice to the Licensee.
5. The Licensee shall ensure that it complies with all applicable Legislation in providing the Licensed Services.

7. OTHER OBLIGATIONS OF THE LICENSEE

1. The Licensee shall not, and shall ensure that its officers, employees or agents (if any) do not:
 - a. disparage Alana Fairchild, the Company or the Licensed Trade Marks; or
 - b. do, say or publish anything which the Licensee should realise is likely to damage the reputation of Alana Fairchild, the Company, or the Licensed Trade Marks; or
 - c. modify or hybridise the approved classes and courses that comprise the Licensed Services.
2. The Licensee shall not use, publish or disseminate Collateral Material until the Company has approved it. The Company will use reasonable commercial efforts to notify the Licensee if it approves the Collateral Material within ten days of receiving it.
3. The Licensee shall ensure that all Collateral Material:
 - a. does not contain false, misleading or deceptive statements or statements that are likely to mislead or deceive the public; and
 - b. complies with consumer protection and other relevant legislation; and
 - c. complies with the Trade Mark Quality Policy specified in Attachment A.
4. The Licensee shall not, without the Company's consent:
 - a. copy, reproduce, adapt, vary or modify the Licensed Music or Licensed Recordings;
 - b. provide, transfer or make available all or part of the Licensed Music or Licensed Recordings to a third party (other than an employee of the Licensee to provide the Licensed Services only);
 - c. perform the Licensed Music or Licensed Recordings other than to provide the Licensed Services in the country specified in Schedule Item 5 and in accordance with clause 2.2;





- d. broadcast the Licensed Music or Licensed Recordings or make it available on the internet;
or
 - e. remove, conceal or alter any copyright or trademark notices appearing on the discs or packaging of the Licensed Music or Licensed Recordings.
5. The Licensee must use reasonable efforts to ensure the Licensed Music and Licensed Recordings are protected from unauthorised reproduction and performance.
 6. The Licensee must comply at all relevant times with the Code of Conduct, and Professional Ethics included in THE KUAN YIN TRANSMISSION™ Practitioner Training Program, see Schedule Item 9.

8. THE COMPANY'S OBLIGATIONS

1. The Company shall:
 - a. provide the Licensed Music and Licensed Works on equal terms and make them available as simultaneously as practicable to all Licensees;
 - b. include the Licensee on a list of accredited facilitators of THE KUAN YIN TRANSMISSION™ method on its website www.alanafairchild.com; and
 - c. provide to the Licensee such marketing materials and assistance with marketing as the Company considers appropriate.

9. LICENSE FEES

1. The Licensee shall pay the Company a one-time fee of USD\$555 (plus GST if the Licensee resides in Australia) on the Commencement Date.
2. The license fee provides lifetime access as a practitioner provided all clauses, terms and conditions laid out by the Company in this agreement and the code of conduct and ethics for the modality are honoured.
3. Licence fees are not refundable on termination of this Agreement by either party.

10. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

1. The parties have shared and may, from time to time, impart confidential information relating to their business and the subject matter of this Agreement including Confidential Information in Schedule Item 4. The parties shall use such confidential information solely to carry out their obligations under this Agreement. The parties shall not disclose either directly or indirectly to any third party confidential information other than on a confidential basis and to the extent required to carry out the purposes of this Agreement.
2. Upon the expiry or termination of this Agreement, neither party shall use the confidential information imparted to it by the other party in any way unless authorised by the other party in writing.





3. The parties acknowledge that the confidential information referred to in clauses 10.1 and 10.2 includes the information set out in Schedule Item 7 but excludes information:
 - a. that is in or enters the public domain other than by breach of this Agreement or the unauthorised disclosure of the confidential information by a party, its officers, employees or agents;
 - b. that one party can establish was already known to it before the imparting of the information by the other party; or
 - c. the unrestricted release and use were approved by the party imparting the information.
4. Clauses 10.1 and 10.2 do not apply to the disclosure of confidential information by a party on a confidential basis:
 - a. to its legal or financial advisers;
 - b. for corporate governance; or
 - c. in connection with the possible transfer of all or part of that party's business.

11. WARRANTIES, INDEMNITY AND INSURANCE

1. The Company warrants that to the best of its knowledge, the use of the Licensed Trade Marks in relation to the Licensed Services does not infringe the Intellectual Property of any third party.
2. The Licensee indemnifies the Company against all loss, damage, costs and expenses (including legal costs on a solicitor/client basis and patent attorney costs) arising out of or in connection with:
 - a. any claim made by a third party against the Company or Alana Fairchild in respect of the provision of Licensed Services by or on behalf of the Licensee; or
 - b. the breach of this Agreement by the Licensee.
3. The Licensee shall maintain professional liability insurance throughout the Term as necessary to comply with the relevant laws in force in the place(s) where the Licensee provides the Licensed Services.
4. The Licensee shall provide to the Company on request copies of the insurance and certificates of currency certificates. If the insurance is on a claims-made basis, the Licensee shall obtain run-off cover for six years after the Term.





12. TERMINATION

1. The Company may terminate this Agreement by giving notice to the Licensee if the Licensee commits a breach of any provision of this Agreement other than clauses 5.4, 7.1(a), or 7.4 (a), (b), or (d) and fails to rectify the breach within thirty days of the notice being given by the Company describing the breach and the action which shall be taken to rectify it.
2. The Company may terminate this Agreement by giving notice to the Licensee if:
 - a. the Licensee has committed a breach of this Agreement on more than three occasions (regardless of whether the breaches have been rectified);
 - b. the Licensee commits a breach of clauses 5.4, 7.1(a), or 7.4(a), (b) or (d);
 - c. the Licensee commits an act of bankruptcy, becomes insolvent, or takes any step to enter into a scheme of arrangement or composition with its creditors;
 - d. if the Licensee is a company, any step is taken to wind up the Licensee (other than for corporate restructure or amalgamation) or to make the Licensee subject to any form of external administration;
 - e. the Licensee knowingly provides any false information to the Company, either before or after the date of this Agreement;
 - f. clause 6.4 applies; or
 - g. the Licensee ceases to carry on the business of providing THE KUAN YIN TRANSMISSION™ method for at least six months.
3. The Licensee may terminate this Agreement without cause by giving thirty days' notice to the Company.

13. CONSEQUENCES OF TERMINATION OR EXPIRY OF THIS AGREEMENT

1. The termination or expiry of this Agreement shall not affect any rights and obligations of the parties accrued before the termination or expiry.
2. On termination of this Agreement by any means, the licence granted by clause 2 shall terminate.
3. On expiry or termination of this Agreement by any means, the Licensee shall:
 - a. cease using the Licensed Trade Marks;
 - b. destroy or return to the Company any Collateral Materials containing the Licensed Trade Marks; and
 - c. remove all signs containing the Licensed Trade Marks from all premises used by the Licensee.
4. The provisions of clauses 10, 11, 13 and 17.2 to 17.4 shall survive the termination of this Agreement by any means.





14. SUB-LICENSING, ASSIGNMENT AND NOVATION

1. The Licensee shall not assign, transfer, sub-license or otherwise deal with its rights under this Agreement without the Company's consent.
2. The Company may assign its rights under this Agreement without the Licensee's consent.
3. If the Company wishes to assign the Licensed Trade Marks to a third party, Alana Fairchild and the Licensee shall enter into an agreement with that third party by which the rights and obligations of the Company under this Agreement in relation to the Licensed Trade Marks are transferred to the third party.

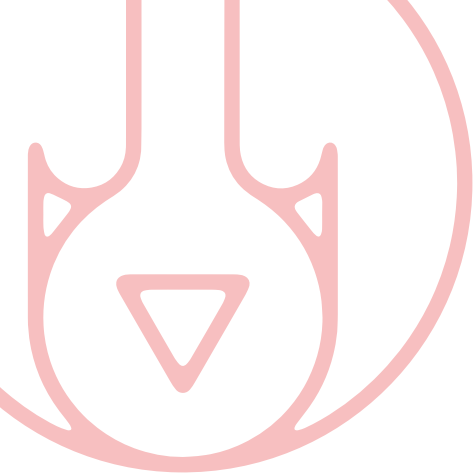
15. GOVERNING LAW AND JURISDICTION

1. This Agreement (and the validity and enforceability of this Agreement) is governed by and to be interpreted under the laws of the State of New South Wales, Australia.
2. The parties submit to the non-exclusive jurisdiction of the State of New South Wales and the Commonwealth of Australia federal courts.

16. NOTICES

1. Any notice, notification, request, approval, consent, agreement or demand ("notice") under this Agreement shall be in writing. Notices may be delivered by hand, by receipted mail, by email, or by facsimile to the addresses of the parties set out in Schedule Item 8 or such other addresses as the parties may provide to each other under this clause.
2. Notice will be treated as given:
 - a. in the case of hand delivery, on the date of delivery;
 - b. in the case of postal delivery, on the date of delivery recorded by the postal authority;
 - c. in the case of facsimile, on receipt by the transmitting machine of a message indicating that the answering machine has successfully received the whole of the message;
 - d. in the case of email, on confirmation of receipt by the receiving party.





17. GENERAL

1. This Agreement may only be varied or amended by an instrument in writing signed by duly authorised representatives of the parties.
2. If any provision of this Agreement is illegal, unenforceable or void in any jurisdiction, then, with respect to that jurisdiction only:
 - a. that provision shall be read down if possible so that it is no longer illegal, unenforceable or void in that jurisdiction; and
 - b. if it is not possible to read down that provision, it shall be severed from the remaining provisions of this Agreement for that jurisdiction only.
3. No act or omission by a party shall constitute a waiver of any of its rights under this Agreement other than an express waiver of those rights in writing signed by the party to be bound.
4. Neither party shall be liable for any breach of this Agreement if that breach results from an occasion of force majeure, earthquake, fire, explosion, industrial dispute, legislative or government action, or any occurrence of similar nature beyond the control of the party in breach.
5. This Agreement supersedes all prior agreements and understandings between the parties. Accordingly, it constitutes the entire agreement between the parties relating to the subject matter of this Agreement.
6. This Agreement may be signed in multiple copies, each of which shall be deemed original, and all of which shall constitute a single Agreement.
7. This Agreement may be signed in counterparts. If this Agreement is signed in counterparts, it shall not take effect until the parties have exchanged the signed counterparts, which may be by electronic means. In the case of electronic exchange, the parties agree to deliver to each other hard copies promptly, but failure to do so shall not affect the validity of this Agreement.





18. AUTHORITY TO EXECUTE

1. Each of the parties warrants its power to enter into this Agreement.
2. Any individual executing this Agreement on behalf of a party warrants that they have been fully empowered to execute this Agreement and that all necessary action to authorise the execution of this Agreement has been taken.

SIGNED for and on behalf of

Alana Fairchild Pty Ltd

by authorised officer

Alana

(Signature)

ALANA FAIRCHILD

(Name)

FOUNDER

(Position)

SIGNED by **THE LICENSEE** (individual) **ABN** (if applicable)

[Redacted]

(Name)

[Redacted]

(Signature)

SIGNED for and on behalf of

[Redacted]

(insert company name)

[Redacted]

(company) **ACN**

by authorised officer

[Redacted]

(Please Print Name)

[Redacted]

(Position)

[Redacted]

(Signature)

[Redacted]

(Date)



SCHEDULE

1. This Agreement is dated (AS PER ELECTRONIC RECORDS AND DATE OF SIGNATURE RECORDED ABOVE)

2. The Licensee:

Name:

Address:

3. The Licensed Trade Marks

(Recital B and clause 1.1)

THE KUAN YIN TRANSMISSION™

Alana Fairchild



Method and modality as described in the Program at www.alanafairchild.com and healing.alanafairchild.com

4. The Licensed Works

(Clause 1.1)

- Approved Course Modules and materials provided by the Company, music compilations, recordings, books, meditation CDs, Oracle decks, practitioners' notes, training course materials, student handouts, and marketing collateral, in any media, including:
- MP3 discussions including session material and additional session materials created during the year training (including the Q&A and healing sessions)
- Video and live sessions created by Alana
- PDFs written by Alana for the Kuan Yin Transmission modality, including description and training in the use of processes and assessment
- Additional content written by Alana in private forums for graduates and trainees, including any extra courses or events based on The Kuan Yin Transmission
- Other course materials that are only accessible to trainees in the Kuan Yin Transmission training programs as created by Alana for training in the Kuan Yin Transmission modality as a graduate member, practitioner and/or teacher





5. The Country (please insert your country)

(Clause 2.1)

[Redacted]

6. Licence Fee

One-off payment of USD\$388 payable online through relevant offers at healing.alanafairchild.com

7. Confidential Information

(Clause 10.3 Confidential information imparted by a party includes the following:

- a. Healing techniques, training materials and practitioner/facilitators' documents to the extent these are not in the public domain.
- b. Business and marketing plans of a party.
- c. Financial information of a party, including information concerning pricing.
- d. Any other information imparted by a party which that party, its officers or employees identify as confidential, whether verbally or in writing.
- e. Any other information relating to a party or its business, received by the other party, its officers, employees or independent contractors in circumstances in which they realise or ought to realise that the information has been provided on a confidential basis.

8. Notices

(Clause 16)

Alana Fairchild Pty Ltd

Registered Office c/o Dryden Associates
25 Monak Road Peregian Beach QLD 4562 Australia
Attention: Alana Fairchild

The Licensee

Address:

[Redacted]

[Redacted]

Attention:

[Redacted]

9. Practitioner Program Code of Conduct

[Redacted]

ATTACHMENT "A"

TRADE MARK QUALITY POLICY

