

COPYRIGHT EXCLUSIVE LICENCE AGREEMENT

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THIS AGREEMENT is made on the ^{TJ}7 day of ^{TJ}6 of June 2019.

BETWEEN: HAROLD JOSEPH THOMAS of [REDACTED]
in the Northern Territory of Australia (the "Licensor")

AND: WAM CLOTHING PTY LTD (ACN 630 147 330) of Unit 2/38 Beach Street, Kippa-Ring
in the State of Queensland (the "Licensee")

BACKGROUND:

- A. The Licensor is the absolute owner and copyright owner of the artistic work known as the Aboriginal flag recognised under the *Flags Act 1953* (the "Work").
- B. Copyright subsists in the Work.
- C. The Licensee wishes to use the Work and seeks a Licence from the Licensor.
- D. The Licensor hereby grants the Licensee an exclusive Licence to use the Work regarding the Products and the Licensee has agreed to accept such Licence on the following terms and conditions contained herein.
- E. The Licensee has agreed to act as the Licensor's Agent in enforcing the Copyright of the Work regarding the Products in this Agreement.



THE PARTIES AGREE as follows:-

1 Interpretation

1.1 The Work

The Work known as the Aboriginal flag and recognised under the *Flags Act 1953*, with the black, red and yellow colours.

The Symbolic Meaning of the Aboriginal flag:

- BLACK represents the Aboriginal people past, present and future.
- RED represents the red earth, Aboriginals spiritual relationship to the land and red ochre used in ceremonies.
- YELLOW represents yellow ochre and the Sun, the giver of life.

The Work includes any variation thereof in whole, or part, derivation or variation of the Work pursuant to the Copyright Act 1968 (Cth).

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1.2.1 Digital media

1.2.1.1 Means any or all of the following, including amendments or variations to the meanings contained herein, or any technology which is found to supplement, replace or mimic same:

- 1.2.1.1.1 Any media by which digital reproductions of photographs, graphics or other visual images are displayed.
- 1.2.1.1.2 Any media that are encoded in machine-readable formats, machine created formats, being created, viewed, distributed, modified and/or preserved on digital electronics devices.
- 1.2.1.1.3 Any visual image being displayed via projection, e-paper, artificial, optical, holographic, video, web pages text.
- 1.2.1.1.4 Any visual image being used for Smart Device Applications or via social media platforms.
- 1.2.1.1.5 Digital signage and electronic signage.
- 1.2.1.1.6 Emojis.

1.2.2 Physical media

1.2.2.1 Means any or all of the following:

- 1.2.2.1.1 Horizontal or partially horizontal surfaces, including:
 - 1.2.2.1.1.1 Naturally occurring or artificial ground, comprised of solid or partially solid dirt, grass, stone, snow, ice or any other naturally occurring or artificial material;
 - 1.2.2.1.1.2 Fixed or moveable platforms, comprised of any naturally occurring or artificial material; and
- 1.2.2.1.2 Vertical or partially vertical surfaces, including:
 - 1.2.2.1.2.1 Cliff faces and surfaces of hills, mountains and other raised areas of land, comprised of solid or partially solid dirt, grass, stone, snow, ice, synthetic material or any other naturally occurring artificial material; and
 - 1.2.2.1.2.2 Fixed or moveable upright partitions or structures, comprised of any naturally occurring or artificial material; and
- 1.2.2.1.3 The whole or part of:
 - 1.2.2.1.3.1 A body of water or other liquid;
 - 1.2.2.1.3.2 The atmosphere of Earth, including the sky or the air;
 - 1.2.2.1.3.3 Any building, sporting ground, stadium, arena or other structure;
 - 1.2.2.1.3.4 Any vehicle or craft used for transport on land or water or by air;
 - 1.2.2.1.3.5 Any other fixed or movable surface, layer, object or matter, comprised of any naturally occurring or artificial material;

1.2.2.1.4 Written, printed or other recorded format including but not limited to books, newspapers, correspondence, advertising and/or marketing material.

2 Territory

2.1 The Territory of the Agreement means THE WORLD.

3 Term of Licence

3.1 This Agreement shall commence on 10 June 2019 and shall continue until [REDACTED] (the "Term").

4 Agency Authorisation

4.1 The Licensor hereby grants to the Licensee for the Term of this Agreement, exclusive authority to act as Agent for the purpose of enforcing the Copyright with respect to the Products as detailed in this Agreement.

4.2 If during the Term of Agreement the Licensee believes that the rights of the Licensor and/or Licensee are being infringed or injured by the act of another, the Licensor permits the Licensee to take whatever action it sees fit, for breach of Copyright of the Work, without notice to, or consent from the Licensor.

4.2.1 This includes the Licensee being authorised to negotiate payment of a fee, in favour of the Licensee, from anyone who is in breach of the Copyright, whilst permitting those persons to use the Products which would otherwise be in breach of Copyright.

4.3 The Licensor agrees to take all reasonable steps and provide assistance in respect of any claim, right or action taken by the Licensee with respect of the Licensee's rights under this Agreement.

4.4 The Licensor grants an exclusive, irrevocable licence to the Licensee to use the Work for the Products for the Term throughout the Territory.

4.5 The Licensee may sub-licence the Products without the consent of the Licensor.

4.6 The Licensee is authorised to sub-licence to a third party the use or reproduction of the Work by any means:

4.6.1 On or through Physical Media; and

4.6.2 On or through Digital Media;

4.7 The Licensee is authorised to permit a sub-licensee to do all or any of the following acts:

4.7.1 Publish reproductions of, or use the Work made in accordance with 4.6 above;

4.7.2 Communicate to the public reproductions of, or use of the Work made in accordance with 4.6 above;

4.7.3 Distribute or sell reproductions of, or use of the Work made in accordance with 4.6 above;

4.7.4 Otherwise promote or advertise throughout the Territory (by using all types of media including but not limited to, print, radio, internet and television).

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4.8 A Sub-licensee means a person other than the Licensor or Licensee who is authorised to do an act in relation to the Work in accordance with this Agreement.





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[Handwritten signature]

EXECUTED as an Agreement by the parties on the day and year first mentioned

Signed by Harold Joseph Thomas)
on 7 / 16 / 2019)
before me:



Harold Joseph Thomas



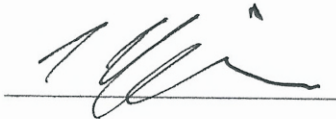
Witness Name: Timothy Towns

07-06-2019

Signed, sealed and delivered by)
WAM Clothing Pty Ltd (ACN 630 147 330))
In accordance with Section 127 of the)
Corporations Act 2001 on)
07 / 06 / 2019)



Director



Witness Signature:

Jasmine Higgins

Witness Name: