

Commercialisation Technology Exchange Agreement



Level 3, 263 Clarence St
Sydney Australia 2000
Office: (02) 8188 8999

Commercialisation Technology Exchange Agreement

Parties

Slipstream Commercialisation Pty Ltd (A.C.N 169 754 572)
Level 3, 263 Clarence St
Sydney Australia 2000
Office: (02) 8188 8999

And

Commercialisation Technology Exchange Partner (TechX Partner), of

Address

Slipstream Commercialisation

Slipstream Commercialisation is a commercialisation consultancy, creating Products, Technology and Innovation ('PTI') on behalf of its clients.

TechX Partner

TechX Partner is a leader in their nominated Categories described in Schedule 1 providing a potential distribution channel for PTI through it's role as a manufacturer, wholesaler, distributor or retailer (as the case may be) or through its related entities or brand channels.

Background to Agreement

The Parties have previously signed a Non-Disclosure Agreement requiring that confidentiality be maintained between them in respect of the PTI and to preserve Client confidentiality.

The obligations to confidentiality under the Non-Disclosure Agreement shall extend to this Technology Exchange Agreement.

Objectives

The objectives of this Commercialisation Technology Exchange Agreement are to facilitate a confidential exchange of information in relation to PTI within the relevant Category and an opportunity for the TechX Partner to review, assess and determine

whether the PTI is of commercial interest for the purposes of securing first to market advantage over its competitors.

Slipstream Commercialisation Obligations

We will:

- Provide direct access to the head of the Slipstream Commercialisation Practise responsible for management of Client matters and commercialisation of PTI.
- Provide a description of the PTI which may include (where available):
 - Patents
 - Design drawings
 - Prototypes
 - Commercial assessment
- Provide the TechX Partner with the opportunity to evaluate and accept the PTI for commercialisation ahead of competitors.

TechX Partner Obligations

You will:

- Provide direct access to the person responsible for technology and innovation or new product.
- Provide a review of the PTI within 14 days or less.
- Advise interest or not in commercialising the PTI.

Ownership of Intellectual Property

All intellectual property relating to the PTI shall remain the property of Slipstream Commercialisation and/or its Clients.

Interest in commercialising the PTI does not transfer or license any rights to the intellectual property relating to the PTI, nor create any other contractual rights or binding legal obligations unless pursuant to a separate and subsequent legal agreement.

Where the TechX Partner expresses no interest in proceeding with commercialisation of the PTI it shall destroy or return all materials provided to it by Slipstream Commercialisation.

Where the TechX Partner expresses interest to proceed with the commercialisation of the PTI it shall negotiate in good faith with Slipstream Commercialisation the terms and conditions for the commercialisation of the PTI.

Public Statements

Each Party may publically identify the other as its 'Technology Exchange Partner' within the Categories to third parties and incorporate the logo of the other in its website and marketing collateral.

Each Party agrees not to issue any other public statement, press release or advertising material without the written consent of the other.

General

This Commercialisation Technology Exchange Agreement does not create a legal arrangement of partnership between parties. Each Party acts independently and is not an agent of the other.

Both Parties acknowledge that there may be circumstances where the PTI overlaps Categories or that other TechX Partners operate within the same Category or that Categories may overlap. Where any of these occur, the right of first opportunity should be non-exclusive.

Nothing in this Commercialisation Technology Exchange Agreement obligates the TechX Partner to commercialise the PTI or enter into any other binding legal agreements.

Termination

A Party may terminate this Commercialisation Technology Exchange Agreement by providing 30 days written notice to the other.

SCHEDULES

Schedule 1- Nominated Category.

Dated _____

Slipstream Commercialisation (A.C.N 169 754 572)

.....
Signature of Authorised Representative

.....
Print full name

Commercialisation Technology Partner's Name:

.....
Signature of Authorised Representative

.....
Print full name

SCHEDULE 1

Annexed to and forming part of this Agreement

Nominated Categories

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____