

180 Degrees Consulting Licence Agreement

17 February 2021

180 Degrees Consulting Ltd

180 Degrees Consulting - MDI Gurgaon

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Date	17 February 2021
Parties	<p>180 Degrees Consulting Ltd incorporated in Australia of NousHouse, Level 34, 60 Margaret Street, Sydney, NSW, 2000, Australia (the <i>Licensor</i>).</p> <p>180 Degrees Consulting - MDI Gurgaon of MDI Gurgaon, Block C, Sukhrali, Sector 17, Gurugram, Haryana 122007 (the <i>Licensee</i>).</p>
Recitals	<p>The Licensor is an international student-driven consultancy that helps not-for-profit organisations to achieve a greater social impact. Its mission is to strengthen the ability of socially conscious organisations to achieve high impact social outcomes through the development of innovative, practical and sustainable solutions.</p> <p>The Licensee is an Operational Member of the Licensor and wishes to operate the Consulting Business in the Territory using the 180 Name and Logos and the Materials.</p> <p>The Licensor has agreed to grant to the Licensee, and the Licensee has agreed to accept, a non-exclusive licence to use the 180 Name and Logos and the Materials on the terms and subject to the conditions of this Agreement.</p>

It is agreed as follows.

1. Definitions and Interpretation

1.1. Definitions

The following definitions apply unless the context requires otherwise.

Board means all or some of the Directors for the time being acting as a board for the Licensor.

Board Directives means the directives issued by the Board to Operational Members of the Licensor regarding sponsorship, reporting requirements, confidentiality and conflicts, any matters which might reasonably give rise to legal consequences, any matters which reasonably relate to the insolvency of an Operational Member, or any matter which might negatively impact the reputation of the Licensor or its Operational Members.

CEO means any chief executive officer appointed by the Board.

CFO means any chief financial officer appointed by the Board.

Confidential Information means all confidential or proprietary information received by either party from the other, and shall expressly include the Materials.

Constitution means the constitution of the Licensor.

Consulting Business means the operation of a consultancy.

Director means any person holding the position of Director of the Licensor and, where appropriate, includes an alternate director.

Disciplinary Proceedings mean the disciplinary proceedings set out under clause 8.4 of the present Agreement

Effective Date means 17 February, 2021.

Licensee-developed Materials means all tools, resources, manuals, standard precedent and template documents, promotional materials, consulting reports and presentations, and all other materials, created or developed by the Licensee in connection with the operation of its Consulting Business, including any improvements or developments to Licensor Materials, and all intellectual property rights in them.

Licensor Materials means the tools, resources, manuals, standard precedent and template documents, promotional materials, consulting reports and presentations and other materials provided by the Licensor to the Licensee in connection with the operation of the Licensee's Consulting Business, including the materials listed in Schedule 2 as they may be amended, updated, supplemented or replaced by the Licensor from time to time, and all intellectual property rights in them.

Materials means:

- (a) the Licensor Materials; and
- (b) all Licensee-developed Materials.

Material Third Party Contracts means any contract between the Licensee and a third party, excluding contracts governing consulting services or other services provided by the Licensee.

Member means a person admitted to the membership of the Licensor.

Membership Obligations mean the obligations of the Licensee set out under clause 2.3. of the present Agreement.

Not-for-profit Organisation means an organisation that is operated on a not-for-profit basis and does not pay member dividends, but that can retain surplus revenue and can pay employees' and directors' wages. For the purposes of this Agreement, it is not a requirement that a not-for-Profit Organisation be registered as a not-for-profit body under local tax or other laws in the Territory.

Operational Member means a legal entity fulfilling the conditions established under Clause 2 of the present Agreement.

Term means the period during which the Agreement is in force.

Secretary means the person appointed as the secretary of the Licensor and includes any assistant or acting secretary.

Territory means India, and any other territory that the Licensor may approve in writing.

180 Name and Logos means the name "180 Degrees Consulting" and associated logo, as set out in Schedule 1, registered or unregistered in the Territory, and any trade mark applications or registrations for any of those marks or similar marks that the Licensor may obtain from time to time in the Territory.

1.2. Interpretation

The following rules apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (c) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.
- (d) The singular includes the plural, and the converse also applies.
- (e) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (f) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (g) A reference to a clause or schedule is a reference to a clause of, or schedule to, this Agreement.
- (h) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (i) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (j) A reference to a party to this Agreement or another agreement or document includes the party's permitted substitutes and permitted assigns.
- (k) A reference to time is to Sydney, Australia time.

1.3. Consents or approvals

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

2. Operational Membership

2.1. Requirement of Membership

The Licensor enters into the present Agreement under the condition that the Licensee is and remains one of its Operational Members. Loss of such condition by the Licensee will allow the Licensor to terminate the present Agreement, as established under clauses 8 and 9 of the present Agreement.

2.2. Conditions for Membership

As per the rules established under the Constitution, in order for the Licensee to become and remain an Operational Member, for the purposes of the present Agreement, it must fulfil the following conditions:

- (a) The Licensee must be a legal entity.
- (b) The Licensee's activities must:
 - (i) primarily focus on consulting;
 - (ii) primarily focus on activities that achieve a positive social or environmental impact; and
 - (iii) be operated on a not-for-profit basis.
- (c) Additionally, the Licensee must
 - (i) be solvent;
 - (ii) unless otherwise agreed in writing by the Licensor, trade under the name '180 Degrees Consulting – MDI Gurgaon' within a reasonable time of it being issued with the license which is the object of the present Agreement and for the term of said license; and
 - (iii) be entered into the register of members of the Licensor.
- (d) Operational Membership is perpetual but comes to an end if:
 - (i) the Licensee resigns as an Operational Member;
 - (ii) the Licensor, through its legal representatives, reasonably and in good faith determines that the Licensee no longer meets the requirements for Operational Membership established above; or
 - (iii) the Licensee breaches its obligations, and its Operational Membership is terminated following the disciplinary procedure, as established under the Constitution.

2.3. Obligations of the Licensee as an Operational Member

As per the rules established under the Constitution, the Licensee agrees to fulfil the Membership Obligations detailed in the present clause.

- (a) Obligations in relation to financial matters:
 - (i) The Licensee is to pay to the Licensor an annual membership levy of 50% of all cash revenues from consulting services rendered by the Licensee, unless otherwise waived in writing by the Board.

- (ii) The Licensee is required to prepare and provide all financial statements requested by the Licensor from time to time.
- (iii) The Licensee must complete financial statements according to the method nominated by the Licensor.
- (iv) In addition to financial statements requested by the Licensor from time to time, the Licensee may be required from time to time to prepare and provide financial statements to the Licensor by July 31 for the previous financial year.
- (v) The Licensee covenants to take all reasonable steps to prevent its insolvency.
- (vi) The Licensee is to advise the Licensor's CFO or other nominee, of any issues relating to its insolvency as soon as those matters become apparent to it.
- (vii) The Licensee shall refrain from any conduct which could reasonably damage the reputation of the Licensor, the Licensor's brand or that of any of the Operational Members.
- (viii) The Licensee must comply with all Board Directives.
- (ix) Obligations in relation to third party contracts:
 - (A) The Licensee will notify the Licensor of all Material Third Party Contracts upon request by the Licensor, within fourteen calendar days of such a request having been made.
 - (B) The Licensee is not to enter into any agreement related to matters nominated by the Licensor without first receiving consent from the Board. The Licensor will keep a list of such nominated matters, may change the list from time to time and will notify the Licensee in writing of any such changes.
- (x) The Licensee will follow all decisions relating to the resolution of disputes between Operational Members, where the resolution is compliant with the Constitution and relates to operational matters, which include but are not limited to matters which:
 - (A) relate to consulting;
 - (B) relate to sponsorship; or
 - (C) impact the ability of another Operational Member to engage in its activities.

2.4. Knowledge of the Constitution

For the purposes of the present Agreement, the Licensee expressly represents having an exact knowledge of the contents of the Constitution, including any and all rights and obligations conceded to it under the Constitution.

3. Licence

3.1. Grant of licence

With effect from the Effective Date, the Licensor grants to the Licensee a non-exclusive, royalty-free, non-transferable licence to use:

- (a) the 180 Name and Logos; and
- (b) the Materials

in connection with the Licensee's operation of the Consulting Business in the Territory, on the terms and subject to the conditions of this Agreement.

3.2. Sole use of the 180 Name and Logos

Unless otherwise agreed in writing by the Licensor, the Licensee must use the 180 Name and Logos, and must not use any other brand or trade mark, in connection with the operation of the Consulting Business.

3.3. Scope of licence

- (a) The Licensee must not use the 180 Name and Logos or the Materials except as expressly permitted by this Agreement.
- (b) Unless otherwise provided in this Agreement, the Licensee must not use the 180 Name and Logos or the Materials in relation to any other activities other than the operation of the Consulting Business in the Territory.

4. Company, Business and Domain Names and Websites

4.1. Company and Business Names

The Licensee may register and use the name "180 Degrees Consulting" as part of its company and/or business name in the Territory.

4.2. Domain names and websites

- (a) The licence in clause 3.1 does not permit the Licensee to register or use "180 Degrees Consulting", or part of it, as or as part of an internet domain name, or to operate a separate "180 Degrees Consulting" website.
- (b) In consultation with the Licensee the Licensor will arrange for a separate page or pages to be included on the 180 Degrees Consulting website at <http://www.180degreesconsulting.org>, including details of the Licensee's Consulting Business and any other information that the Licensee may reasonably request.

5. Provision of Licensor Materials

The Licensor will:

- (a) provide the Licensee with online access to the Licensor Materials as soon as reasonably practicable after the Effective Date; and

- (b) notify the Licensee of any amendments, updates, supplements or replacements to any of the Licensor Materials, and provide the Licensee with online access to them, as soon as practicable after they are developed.

6. Licensee's obligations

6.1. Operation of the Consulting Business

The Licensee must:

- (a) operate the Consulting Business in accordance with the principles, procedures and best practices described in the Licensor Materials;
- (b) operate the Consulting Business in a professional manner, with due care and skill;
- (c) comply with any reasonable standards or directions set or given by the Licensor from time to time in relation to the operation of the Consulting Business;
- (d) only operate the Consulting Business in the Territory, except where it has received written approval from the Licensor to conduct activities outside the Territory, or is participating in an event or project organised or facilitated by the licensor;
- (e) operate the Consulting Business as a not-for-profit Organisation;
- (f) comply with the 10 Core Standards listed in Schedule 3.
- (g) ensure that a majority of the consulting projects undertaken have an explicit social impact focus.
- (h) fulfil all confidentiality obligations which the operation of the Consulting Business may entail, including lack of disclosure of any information provided by the persons benefitting from the Consulting Business except as expressly permitted by the said persons.
- (i) not disclose the existence or the terms of this Agreement, nor in any way disclose the contents of the Confidential Information beyond persons working for the Licensee, except for disclosures required by applicable law or expressly authorised by the Licensor, and shall ensure that its managers, employees and advisors comply with the said confidentiality obligation. This confidentiality obligation shall apply even in the event of termination of this Agreement, for a term of twelve months after the effective date of termination.
- (j) at its own expense, obtain and maintain all necessary permits, licences, consents and governmental approvals for the operation of the Consulting Business; and
- (k) allow representatives of the Licensor to monitor the operations of the Consulting Business, to ensure compliance with the terms of this clause 6.

6.2. Use of the 180 Name and Logos

- (a) The Licensee must comply with any reasonable standards, directions or specifications set or given by the Licensor from time to time in relation to the Licensee's use of the 180 Name and Logos, including in relation to the quality, design, style, appearance, size and positioning of the 180 Name and Logos .

- (b) From time to time, the Licensor may request that the Licensee provide to it copies or samples of advertising, promotional and other materials (in whatever form) bearing the 180 Name and Logos used by the Licensee. The Licensor shall have the right to request, and the Licensee must implement, changes to any such materials if, in the Licensor's reasonable opinion, those changes are necessary to maintain the integrity of the 180 Name and Logos or otherwise ensure the Licensee's compliance with the terms of this Agreement.

6.3. Covenants

The Licensee will not commit or omit any act or course of conduct, or use the 180 Name and Logos or permit them to be used in any manner which may:

- (a) deceive or cause confusion amongst the public;
- (b) directly advance a political party or a partisan political cause;
- (c) directly advance a sectarian religion or a sectarian religious cause;
- (d) bring the 180 Name and Logos or the Licensor into disrepute;
- (e) jeopardise or dilute the exclusiveness of the 180 Name and Logos; or
- (f) have an adverse effect on the goodwill in the 180 Name and Logos.

7. Ownership of Intellectual Property and Goodwill

- (a) The Licensee agrees that, as between the Licensee and the Licensor, all rights, title and interest in and to the 180 Name and Logos and all intellectual property and other rights in the Materials belong and will belong to the Licensor. Except as expressly provided by this Agreement, the Licensee has not and will not acquire any rights in or relating to the 180 Name and Logos or the Materials.
- (b) To the fullest extent permitted by law, all Licensee-developed Materials will be owned by the Licensor. The Licensee agrees to assign and, to the extent permitted by law, hereby assigns all its rights in any such developments and improvements to the Licensor. The Licensee hereby expressly waives any and all rights to compensation it may have deriving from the assignment of the Licensee-developed Materials, which shall be considered gratuitous. The Licensor will be free to incorporate those Licensee-developed Materials into the Licensor Materials, and license them for use by other Operational Members of the Licensor anywhere in the world, both during and after the Term of this Agreement.
- (c) All goodwill and reputation arising from use of the 180 Name and Logos by the Licensee, whether before, on or after the Effective Date, has enured and will enure to the benefit of the Licensor.

8. Term and Termination

8.1. Term

This Agreement will commence on the Effective Date and will continue in force for so long as the Licensee is an Operational Member of the Licensor.

8.2. Suspension

The Licensor shall have the right, on giving written notice to the Licensee, to suspend the operation of this Agreement, as well as any of the rights of the Licensee under this Agreement or the Constitution, following Disciplinary Proceedings. During the period of any suspension, the Licensee must cease all use of the 180 Name and Logos and the Materials.

8.3. Termination

Without limiting any of its other rights or remedies, the Licensor can terminate this Agreement with immediate effect, on giving written notice to the Licensee:

- (a) if the Licensee breaches its Membership Obligations, following Disciplinary Proceedings;
- (b) if the Licensee, having been an Operational Member of the Licensor, subsequently ceases to be an Operational Member of the Licensor;
- (c) if the Licensee breaches any provision of this Agreement which, if capable of remedy, is not remedied within 30 days of receipt of a notice from the Licensor specifying the breach and requiring it to be remedied;
- (d) the Licensee ceases to operate the Consulting Business; or
- (e) the Licensee becomes insolvent, or a procedure is commenced with a view to winding up the Licensee, or appointment of a receiver, administrator, trustee in bankruptcy, or any similar process occurs with respect to the Licensee.

The Licensee may terminate this Agreement, prior delivery of written notice to the Licensor of at least one month. The termination of the Agreement in such case shall only take effect upon lapse of the notification period of one month.

8.4. Disciplinary Proceedings

If any breach of the Membership Obligations or any other obligations to the Licensor or to any third party has been committed or is likely to be committed by the Licensee:

- (a) the CEO or a nominee of the CEO may, acting reasonably, issue a formal warning; and/or
- (b) any two Directors may, acting reasonably, refer the breach to the Board for resolution, whereby a majority of the Board (with no more than two Directors in opposition) may modify or suspend any rights conferred under this Agreement and/or under the Constitution or terminate this Agreement or the Licensee's condition as Operational Member of the Licensor, at a meeting of the Board scheduled for after the later of:
 - (i) 14 calendar days from the relevant breach; and

- (ii) 10 calendar days after the Licensee has received written notice of the relevant breach.
- (c) Modifications or suspensions of rights are to continue until the earlier of:
 - (i) three months after the Disciplinary Proceedings; or
 - (ii) the satisfaction of any conditions imposed by the Board acting in accordance with the above.
- (d) No Director who was or is a member of the Licensee or who may be reasonably apprehended to be biased may vote on the matter. Where so many of the Directors are excluded such that the Board cannot form an absolute majority an arbitrator must be appointed within 7 calendar days to hear the dispute. The arbitrator must be agreed upon by the parties to this Agreement.

9. Consequences of Termination

9.1. Effects of termination

On termination of this Agreement for whatever reason, the Licensee must immediately and permanently:

- (a) cease using the 180 Name and Logos and any substantially identical or deceptively similar names or marks, and ensure that any of its employees, volunteers or any other people working in any capacity for the Licensee cease using the 180 Name and Logos and any substantially identical or deceptively similar names or marks;
- (b) cease using the Materials and ensure that any of its employees, volunteers or any other people working in any capacity for the Licensee cease using the Materials;
- (c) remove all references to the 180 Name and Logos which are within its power to remove, including references which may exist on the Licensee's premises, vehicles, stationery, invoices and promotional and other materials; and
- (d) take all steps necessary to change any of its company and business names containing the 180 Name and Logos to a name which does not include "180 Degrees Consulting" or any substantially identical or deceptively similar name or mark.

Additionally, the Licensee hereby expressly agrees that termination of the present Agreement by the Licensor, as provided for under clause 8 of the present Agreement, shall entail for the Licensee no rights to any indemnification or compensation of any kind.

9.2. Non-compete

- (a) Additionally, on termination of this Agreement for whatever reason, the Licensee and any of its employees, volunteers or any other people working in any capacity for the Licensee must immediately and for a period of twelve months, cease operating the Consulting Business in the Territory. During the aforementioned period, the Licensee specifically agrees not to offer its services as it pertains to the Consulting Business, or in any other way contact those persons to which it rendered its services prior to the termination of this Agreement, either under its current or any other legal form.

- (b) Section 9.2(a) should not be interpreted to preclude the Licensee or any of their employees, volunteers, or any other person from accepting employment with a commercial consultancy as an intern, part-time or full-time worker.
- (c) The Licensee must ensure fulfilment of the present clause by any of its employees, volunteers or any other people working in any capacity for them, and shall be responsible before the Licensor for any breaches of the present clause by any of such people.

9.3. Non-solicitation

During the Term and for twelve months after termination of this Agreement for whatever reason, the Licensee and any of its employees, volunteers or any other people working in any capacity for the Licensee will not directly or indirectly, on their own behalf or in the service or on behalf of others, in any capacity:

- (a) induce or attempt to induce any officer, director, or employee to leave the Licensor.
- (b) solicit or accept the business of any customer, client or any other person receiving services from the Licensor for purposes other than the operation of the Consulting Business.

The Licensee must ensure fulfilment of the present clause by any of its employees, volunteers or any other people working in any capacity for the Licensee, and shall be responsible before the Licensor for any breaches of the present clause by any of such people.

9.4. Accrued rights and survival

- (a) Any termination of this Agreement will be without prejudice to the rights and obligations of the parties accrued at the time of termination.
- (b) The following provisions of this Agreement will remain in full force and effect, notwithstanding termination of this Agreement: 7, 9, 12 and 14-23.

10. Protection, Enforcement and Defence of Rights

10.1. Notification

The Licensee must advise the Licensor promptly if it becomes aware of any actual or suspected infringement or unauthorised use by any person of the 180 Name and Logos or the Materials, or any claim by any person that the activities of the Licensee under this Agreement infringe the rights of any person.

10.2. Protection, enforcement and defence

The Licensor has the right, but not the obligation, to take whatever action it deems necessary to protect, enforce or defend the 180 Name and Logos and, on request, the Licensee must provide all reasonable assistance to the Licensor in connection with that action.

11. 180 Name and Logo Registrations

- (a) The Licensor may, at its discretion, seek to obtain trade mark registrations in respect of the 180 Name and Logos in the Territory.
- (b) The Licensee must not seek to register any of the 180 Name and Logos or any substantially identical or deceptively similar name or mark in its own name.

12. Non-Disparagement:

During the Term of this agreement and for 12 Months from the date of expiry or termination, the Licensee will take no action which is intended, or would reasonably be expected, to materially harm the Licensor, any affiliate of the Licensor, their respective businesses, officers, directors, or employees, harm the reputation of any of the foregoing persons or entities, or which would reasonably be expected to lead to unwanted or unfavourable publicity to any of the foregoing persons or entities.

13. Warranties and Indemnity

13.1. No warranties

The Licensor will not be liable to the Licensee for any loss or damage or any other consequences arising from the use of the 180 Name and Logos or the Materials or the operation of the Consulting Business by the Licensee. The Licensor does not make any warranties or representations in respect of the 180 Name and Logos or the Materials, and all implied warranties are excluded to the fullest extent permitted by law. Without limitation, the Licensor expressly does not warrant that use of the 180 Name and Logos in the Territory will not infringe third party rights.

13.2. Licensee indemnity

The Licensee is solely responsible for the operation of the Consulting Business and its use of the 180 Name and Logos and the Materials. The Licensee indemnifies and will keep indemnified the Licensor against any claim which may be brought against the Licensor by a third party, or any loss suffered or incurred by the Licensor, arising directly or indirectly from the operation by the Licensee of the Consulting Business and the use by the Licensee of the 180 Name and Logos and the Materials.

14. No Assignment or Sub-licensing

- (a) The rights granted under this Agreement are personal to the Licensee. The Licensee may not transfer, assign, sub-license, charge or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the Licensor.
- (b) The Licensor may assign all or any part of its rights and obligations under this Agreement without the Licensee's consent.

15. Personal Data

The Licensee hereby expressly authorises the Licensor to handle, process and in any other way deal with any personal data communicated by the Licensee to the Licensor as a result of the execution of the present Agreement or the operation of the Consulting Business.

16. Notices

Any notice, demand, consent or other communication (a *Notice*) given or made under this Agreement:

- (a) must be in writing and signed or (in the case of email) sent by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number or email address below or the address or fax number or email address last notified by the intended recipient to the sender after the date of this Agreement:

- (i) to 180 Degrees Consulting Limited: 22A Scouller Street
Marrickville NSW 2204 Australia
Attention: Edward Miller
Email address: emiller@180dc.org

- (ii) to 180 Degrees Consulting - MDI Gurgaon: MDI Gurgaon, Block C, Sukhrali, Sector 17, Gurugram
Haryana 122007
Attention: Shikhin Garg
Fax No: N/A
Email address mdi@180dc.org and

- (c) if sent by mail or fax, will be conclusively taken to be duly given or made when delivered, received or left at the above fax number or address;
- (d) if sent by email, will be conclusively taken to be duly given or made on the first to occur of:
 - (i) receipt by the sender of an email acknowledgement from the recipient's information system showing that the Notice has been delivered to the email address stated above;
 - (ii) the time that the Notice enters an information system which is under the control of the recipient; and
 - (iii) the time that the Notice is first opened or read by an employee or officer of the recipient.
- (e) If delivery or receipt occurs on a day that is not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken

to have been duly given or made at the commencement of business on the next business day in that place.

17. No Challenge

The Licensee must not at any time (whether during or after the term of this Agreement) dispute or challenge the validity or scope of the 180 Name and Logos and/or the Materials or the Licensor's rights in relation thereto, or directly or indirectly assist any person to do so.

18. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively *Conduct*) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.

19. Amendment

The Licensor may amend the terms and conditions of this Agreement at any time by reasonable notice, which amended terms and conditions shall be binding upon the Licensee. Rights conferred under the present Agreement to the Licensee may also be modified following Disciplinary Proceedings.

20. Waivers

- (a) The Licensor can waive any of the requirements of this Agreement at any time by giving an express written waiver to the Licensee.
- (b) A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy, and may be made conditional upon any circumstances set forth by the party exercising the waiver. A waiver is not valid or binding on the party granting that waiver unless made in writing.

21. Nullity or unenforceability

If any clause of this Agreement is declared in whole or in part, void or unenforceable, such nullity or unenforceability shall only affect the provision or the part thereof which is void or unenforceable, and the rest of the Agreement shall remain in force.

22. Further Assurances

At the reasonable request of the other party, each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Agreement and the transactions contemplated by it.

23. Costs

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

24. Governing Law and Jurisdiction

This Agreement is governed by the laws of New South Wales, Australia. In relation to it and related non-contractual matters each party irrevocably submits to the exclusive jurisdiction of courts with jurisdiction in New South Wales, Australia, and waives any right to object to the venue on any ground.

25. Counterparts

This Agreement may be executed in any number of counterparts and by facsimile. All counterparts together will be taken to constitute one instrument.

Schedule 1 – 180 Name and Logos

180 DEGREES CONSULTING



180Degrees



180Degrees



180Degrees





180Degrees
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CONSULTING

Schedule 2 – Licensor Materials

The following are included within the definition of Licensor Materials:

Consulting tools and resources (available via the secure section of the 180 Degrees Consulting online information sharing platform), including:

- Podcasts/vodcasts for training in the methodology and individual consulting tools;
- Outline of consulting process & tools;
- Project planning tool;
- Problem definition sheet;
- Stakeholder mapping tool;
- Issue trees
- Prioritization matrix tool;
- Analysis planning tool;
- Pyramid storyline framework;
- Timesaver 180 formatting pack;
- Consulting templates; and
- Career resources.

Branch management and best practice resources and manuals, including

- Standard forms, surveys and precedent branch constitutions;
- Promotional materials;
- Sponsorship template documents;
- Client information packages;
- Communication strategies;
- Growth strategies;
- Recruitment and retention strategies;
- Consulting reports and presentations; and
- Branch advice sheets.

Schedule 3 – 10 Core Standards

180 DEGREES CONSULTING

THE 10 CORE STANDARDS

As a global organization, we need to maintain standards to protect ourselves legally, to ensure high quality consulting, to protect our brand, to enable efficient operations, and to ensure financial sustainability. Without these standards, we will not achieve the long-term social impact we strive for!

To be and to remain a 180 Degrees branch, the following 10 Core Standards need to be met by every branch around the world. In addition, branches must ensure that a majority of the consulting projects undertaken have an explicit social impact focus. Branches have flexibility on everything else.

The Core Standards are fulfilled via our platform Compass (www.180dc.org/platform). Here you will also be able to access a large range of Services, which are useful for running a branch but are entirely optional.

5!General!Standards!



1. Maintain Up to Date Branch Executive Contact Details#

- So everyone in 180 Degrees knows who is in what role and can be contacted.#



2. Maintain a Complete Branch Webpage at www.180dc.org#

- So visitors to your branch webpage receive accurate information, and so we have a strong consistent brand.#



3. Upload Current Branch Mailing List#

- So your members can receive our monthly newsletter and feel a part of the global 180 Degrees community.#



4. Obtain Student Feedback#

- So we can be a data driven organization that strives for continuous improvement. We want to find out what is working, and where we can improve. Obtaining student feedback needs to be done at least once a year, preferably more often."



5. Create and Connect a Stripe Account#

- So money can be transferred efficiently and cheaply. This is necessary for receiving any funds from the International Executive and any contributions from clients."

5!Project!Standards!

There are five things that need to be done for every consulting project undertaken.#

Before a project commences:"



A. Enter Project Details#



B. Upload Signed Contract#

@his is crucial for our legal protection. Your branch can choose from three contract options, based on the type of contribution the client will be making. You can set a contribution amount, have the client choose how much they are willing to contribute at the start of the project, or simply ask for a donation at the end. This approach has been proven to increase the social impact of each project (as the client is more engaged and more likely to implement recommendations) and also increase our broader social impact (as a stronger financial position enables us to undertake more consulting projects and have better training/support for each project). Even when clients contribute, this is still a 95@00% discount on normal consulting costs."

At the end of a project:"



C. Upload Project Deliverables#

@o we can add deliverables to the database of past projects, and build up knowledge and expertise over time.!



D. Obtain Client Feedback#

@o we can be data driven and learn what is working and where we can improve.!



E. Indicate Project is Complete and Collect any Client Contribution#

@his way everyone knows when a project is finished. Any client contributions/donations need to be requested and processed via Compass, so as to ensure transparency and so that multiple requests are not made.!

Executed

Executed in accordance with section 127 of the
Corporations Act 2001 by **180 Degrees**
Consulting Limited:



Director Signature

Nathaniel Ware

Print Name

Executive Director Signature

Edward Miller

Print Name

The person signing below warrants that he or she is duly authorised to execute this Agreement on behalf of 180 Degrees Consulting - MDI Gurgaon

Executed for and on behalf of **180 Degrees Consulting - MDI Gurgaon:**



Signature

Signature of witness

Shikhin Garg

Aman Chhajed

Print Name

Print name of witness

President, Co-founder

Position/title