
Senatorial Deed

NuGENESIS Pty Ltd ATF
the NuGenesis Trading Trust

Techno Group Enterprises Pty Ltd ATF
the NuGenesis Membership Trust

Draft: 28 August 2021



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Parties

- 1 The person named in Schedule 1 ("**Senator**")
- 2 NuGenesis Pty Ltd ACN 652 764 317; ABN 22 652 764 317 ATF the NuGenesis Trust ("**The Franchisee**")
- 3 Techno Group Enterprises Pty Ltd ACN 122 188 621 ABN 84 122 188 621 as Trustee for the NuGenesis Membership Trust ("**The Head Franchisor**") **joint and severally "NuGenesis"**.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter which is defined in the Dictionary in Schedule 2 (**Dictionary**), has the meaning given to it in the Dictionary.

Interpretation

The interpretation clause in Schedule 2 (**Dictionary**) sets out rules of interpretation for this deed.

2 Appointment of Senator

2.1 Appointment

- (a) On the terms and subject to the conditions of this deed and the General Terms and Conditions for Adoption Facilitators, NuGenesis appoints the Senator and authorises the Senator to all things set out in this Deed and the Performance Plan.
 - (b) On the terms and subject to the conditions of this deed, the Senator accepts the appointment paragraph (a).
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3 Senator obligations

- (a) The Senator must perform all the obligations of the Senator Function as set out in the Progress Plan and comply with the General Terms and Conditions for Adoption Facilitators.
- (b) The Senator must:
 - (i) actively and use their best endeavours to promote and develop the NuGenesis ecosystem,
 - (ii) act honestly and in good faith,
 - (iii) recognise and have due regard to the legitimate interests of the parties in the enjoyment of the fruits of the relationship sealed by this Deed,
 - (iv) act consistently with the trust and confidence they are hereby deemed to have undertaken and are relied upon,



- (v) act consistently with predictable performance based on mutual trust and confidence, and expectations of loyalty they are hereby deemed to have undertaken and are relied upon; and,
- (vi) act with integrity and cooperatively.

4 Power of Attorney

4.1 Appointment

In consideration of the various promises and undertakings made by the parties under this deed, NuGenesis:

- (a) hereby appoints the Senator as its respective agent and attorney with the power to complete, sign and execute any documents (including a deed) underhand or seal, on its behalf, which the Senator requires to give effect to or to perform the Senator Function in the Performance Plan if applicable,
- (b) agrees to ratify and confirm any lawful act and conduct of the Senator as its attorney,
- (c) agrees to and must give to the Senator, on request, any written power of attorney or mandate of authority, or other instruments, as in the opinion of NuGenesis the Senator requires for performing any of the Senator Functions, or to give effect to its appointment as agent and attorney under this clause.

4.2 No prejudice

Nothing in this clause 4 limits or prejudices the ways in which, or the ability of each of NuGenesis or the Head Franchisor, to execute any document (including a deed).

5 General Terms and Conditions Adhered to

Without limiting any other provision of this deed, the Senator hereby adheres to:

- (a) the General Terms and Conditions for NuGenesis Adoption Facilitators. This document is published on the website nucoin.com.au and it has been acknowledged as having been e-mailed to, read, understood, and accepted by the Senator; and
- (b) the Performance Plan,

which are incorporated hereto and form part of this Deed.

6 Remuneration

- (a) In consideration for the performance of the Senator Functions provided by the Senator, the Senator will be entitled:
 - (i) to the benefits set out in the Performance Plan; and
 - (ii) the loan facility as against NuCoin earned in the Senator's account and provided for in the Performance Plan.



- (b) If the Senator is required to repay any part of the remuneration, the Senator hereby directs that such payment be made from the unencumbered portion of the Senator's earnings account.
- (c) If a Termination Fee is required to be paid by the Senator, the Senator hereby directs that such payment be made from the unencumbered portion of the Senator's earnings account.

7 Termination

This deed terminates if the Senator continues to fail to meet the Key Performance Indicators set out in the Performance Plan for 3 consecutive months, and the parties cannot agree to an appropriate modification of the role that maximises the value of the Senator's skill set and capability to contribute in other ways.

8 General

8.1 Intellectual Property

The Senator agrees that the Intellectual Property Rights are and remain the sole property of NuGenesis; will not in any way question, dispute or infringe the other party's Intellectual Property Rights; that any improvements to the intellectual property howsoever and whatsoever arising will remain the sole intellectual property of NuGenesis, unless a specific contract is entered into with the Senator for a particular commissioned work.

8.2 Confidential information

Each party must maintain in confidence all Confidential Information, and ensure that the Confidential Information is kept confidential, unless:

- (a) If required by law, in which case the Recipient must immediately notify the Provider of that requirement and must take lawful steps and permit the Provider to oppose or restrict the disclosure to preserve, as far as possible, the confidentiality of the Confidential Information; or,
- (b) The confidential information is in, or enters, the public domain for reasons other than a breach of this Deed.

8.3 Variation

No variation of this deed is effective unless made in writing and signed by each party.

8.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

8.5 Survival and merger

- (a) No term of this deed merges on completion of any transaction contemplated by this deed; and
- (b) survives termination or expiry of this deed together which, by its nature, is intended to do so.



8.6 Severability

Any term of this deed that is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable, and the parties intend that the terms be read down to such an extent as to be legally enforceable. The validity or enforceability of the remainder of this deed is not affected.

8.7 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance, and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that, or any other right or remedy. Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

8.8 Cumulative rights

Except as expressly provided in this deed, the rights of a party under this deed are in addition to, and do not exclude or limit any other rights or remedies provided by law.

8.9 Assignment, novation, and other dealings

A party must not assign or novate this deed or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of each other party.

8.10 Costs, expenses, and duties

Except as expressly provided in this deed, each party must pay its costs and expenses of negotiating, preparing, and executing this deed and any other instrument executed under this deed. The Senator is encouraged and relied upon to obtain necessary legal advice.

8.11 Entire Agreement

This Deed, General Terms and Conditions for Adoption Facilitators and the Performance Plan represent the entire agreement of the parties and supersede all previous written and oral representations. NuGenesis relies upon the Senator having made such investigations, inquiries and sought such advice as is considered necessary that this agreement comprised hereby is appropriate and voluntarily entered into for the Senators own advantages.

8.12 Dispute resolution by mediation

If the parties fail to resolve a dispute between them, the parties shall refer the Dispute to mediation, and in such event:

- (i) the mediator shall be such person as nominated by the parties,
- (ii) the mediation shall be conducted following such rules as may be agreed to by the parties or, failing agreement within 7 days after the nomination of the mediator, following the rules nominated by the mediator,
- (iii) the mediation shall be at the cost and expense of the parties equally (except that each party must pay its advisers, consultants, and legal fees and expenses); and,



- (iv) the mediation, if not earlier resolved, shall be continued for a period expiring on the date being 14 days after the nomination of the mediator.

8.13 Governing law

This deed is governed by the laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

8.14 Counterparts

This deed may be executed in any number of counterparts and electronically, each of which, when executed, is an original. Those counterparts together make one instrument.

Schedule 1 – Party Details

ITEM 1	Agreement Date	The date of execution hereto
ITEM 2	Senator's Name	
ITEM 3	Senator's Address	
ITEM 4	NuGenesis Address	632 Forest Rd Bexley NSW 2207 Australia
ITEM 7	Commencement Date	The date of execution hereto
ITEM 8	Term	2 years renewable perpetually, unless either party gives 30 days' notice of termination.

Schedule 2—Dictionary

1 Dictionary

In this deed:

Senator Function means role of a Senator as contemplated by Adoption Facilitation Category of Senator and particularised by the Performance Plan.

All defined terms have the same meaning as in the General Terms and Conditions and as elaborated upon by the Performance Plan.

2 Interpretation

In this deed the same rules of interpretation apply as those in the General Terms and Conditions.



Execution page

Executed as a deed by those so authorised to act.

Signed and delivered by **the Senator**

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Signature of Authorised Person	Signature of Authorised Person
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Name of Authorised person (print)	Name of Authorised Person (print)

Signed and delivered by **NuGenesis**

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Signature of Authorised Person	Signature of Authorised Person
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Name of Authorised Person (print)	Name of Authorised Person (print)

Signed and delivered by **Head Franchisor:**

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Signature of Authorised Person	Signature of Authorised Person
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Name of Authorised Person (print)	Name of Authorised Person (print)