

## **NOT-NEGOTIABLE**

### **Common Law Copyright Notice**

21st October 2013

1. All rights are hereby reserved with regard to common law copyright of trade-names/trade-marks, as well as any and all derivatives and variations in the spelling of said trade-names/trade-marks belonging to ©Serena Lea of the family: Muir, which shall include [without limitation] all usernames/handles used in hers online activities. Said names may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of ©Serena Lea of the family: Muir (hereinafter known as "Secured Party"), or by hers implied consent in the event that she has published, distributed or broadcast any of hers intellectual property for educational or entertainment purposes in any medium, which will be automatically revoked in the event of false and malicious statements being made or bad faith being demonstrated by any individual or juristic person, as well as the agent of said individual or juristic person, (hereinafter known as "the User"), who may not use any work associated with Secured Party's names for financial gain or benefit of any kind, under any circumstances, for any purposes whatsoever.

2. With the intent of being contractually bound, the User consents and agrees that upon service of, and/or Public Notice of these terms of use, they shall not display, recreate, reproduce, nor otherwise use in any manner, whether knowingly or unknowingly, any of the common law trade-names/trade-marks (and all versions and derivatives thereof) belonging to Secured Party, nor the artwork of any of hers names, nor any derivative thereof, nor any variation in the spelling of any of hers names (and all versions and derivatives thereof) without hers prior, express, written consent and acknowledgment, unless otherwise expressly agreed between the User and Secured Party or stipulated by the terms and conditions of this notice.

3. For the avoidance of doubt, Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorised use of hers names (and all variations and derivatives thereof) or intellectual property, and any such unauthorised use is strictly prohibited and the Unauthorised User will become liable for substantial charges.

4. Secured Party is not now, nor has ever been, an accommodation party, nor a surety, for any of hers names, nor for any derivative thereof, nor for any variation in the spelling of said names, nor for any other juristic person, legal entity or individual, and is hereunder indemnified against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed upon and incurred by any of hers names for any and every reason, purpose and/or cause whatsoever, issued without Secured Party's express authorisation or consent or material evidence demonstrating hers direct involvement in any action for which hers name(s) is/are alleged to be liable.

5. Common Law Copyright is also claimed by Secured Party over any and all means of identification of hers person, defined as; all fingerprints, footprints, palm prints,



thumbprints, hand-prints, toe-prints, RNA materials, DNA materials, blood and blood fractions, biopsies, surgically removed tissue, body parts, organs, hair, teeth, nails, semen, urine, faeces, excrement, other body fluids and matter of any kind, and breath samples, voice-print, retinal image, and the description thereof, and all other corporeal identification factors, and said factors physical counterparts, any and all body tissues of any kind, in any form, and all records and record numbers, including the results, recorded or otherwise, of all and any tests performed on any material relating to hers names, and information pertaining thereto, as well as any visual image, photographic or electronic, notwithstanding any and all claims to the contrary.

6. Secured Party retains absolute control and mastery over the peaceful possession of hers body, mind and mental faculties, to the extent that no medications, foods or otherwise may be administered to her in the absence of hers freely given full formal consent without breaching the terms of this notice.

**Self-executing Security Agreement in Event of Unauthorised Use**

7. Under the terms of this notice, the User consents and agrees that any use of any of Secured Party's names (and all variations and derivatives thereof) or intellectual property [other than Authorised usage], constitutes unauthorised usage, which automatically contractually binds the User and renders this notice a Security Agreement, wherein the User becomes the Debtor of Secured Party and unreservedly agrees that:

(1) The User grants Secured Party a security interest in all its assets, land and personal property, and all of the User's interest in assets, land and personal property, in the sum of NZD\$1,000,000.00 (ONE MILLION NEW ZEALAND DOLLARS) per occurrence of the unauthorised use of any of the names belonging to Secured Party [the unauthorised use fee], as well as for each and every occurrence of the use of any and all variations and derivatives thereof, as well as any variations in the spelling of those names, plus costs and the right to claim triple damages in the event of the User's failure to cure its default.

(2) The User authenticates this Security Agreement wherein the User is "Debtor" and ©Serena Lea of the family: Muir is "Secured Party", and wherein the User pledges all of its assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, negotiable and/or non negotiable instruments, deposit accounts, accounts, documents and general intangibles, as well as all its interests in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing the User's contractual obligation in favour of Secured Party, for its unauthorised use of Secured Party's name(s) and/or intellectual property.

(3) The User consents and agrees with Secured Party's filing of a Financing Statement in the UCC filing office, and/or with any county recorder or registrar, wherein the User is named as "Debtor" and the name used without authorisation is named as "Secured Party", or any other name that Secured Party deems appropriate.

(4) The User consents and agrees that said Financing Statement described above in paragraph "(3)" is considered continuing, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's security interest in all of the User's property and interest in property, pledged as collateral in this Security Agreement and described above in paragraph "(2)", until the User's contractual obligation theretofore incurred has been fully satisfied or a waiver has been expressly granted in signed writing by Secured Party.



(5) The User consents and agrees with Secured Party's filing of any Financing Statement, as described above in paragraph's "(3)" and "(4)," as well as the filing of any Security Agreement, as described above in paragraph "(2)", in any legal proceeding deemed necessary by Secured Party in the enforcement of the terms of this notice.

(6) The User consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not deemed to be unfair or unenforceable or unconscionable, and that the User will not claim that any such filing is false, frivolous or vexatious, on the basis that, in good faith, Secured Party hereunder agrees to waive any obligation that arises from an innocent error or omission that is subsequently rectified by the User within 14 days of service of notice of its copyright infringement.

(7) The User agrees that it is estopped from claiming that it has not been notified of the charges incurred for unauthorised use of Secured Party's copyrighted names and intellectual property and/or that it is not bound by the conditions contained herein, following service and/or public notice of such.

(8) The User appoints Secured Party as its Authorised Representative, effective upon the User being found to be in default of its contractual obligations, following service and/or public notice of these terms, as set forth under "Payment Terms" and "Default Terms" below, granting Secured Party full authorisation and power to engage in certain actions for and on behalf of the User, including, but not limited by, authentication of a record on behalf of the User, as Secured Party to a Financing Statement, and the User further consents and agrees that this appointment of Secured Party as Authorised Representative is effective upon User's default and irrevocable until redemption of its financial obligations to Secured Party.

User further consents and agrees with all of the following additional terms of this Self-executing Security Agreement in Event of Unauthorised Use.

#### **Payment Terms**

8. The User hereby consents and agrees that it shall pay Secured Party all unauthorised use fees in full within thirty (30) days of the date when NOTICE OF DEFAULT CHARGES is served by Secured Party, itemising said charges and expressing the terms of payment.



**Default Terms**

9. In event of non-payment in full of all unauthorised use fees by the User within thirty (30) days of the date NOTICE OF DEFAULT CHARGES is served, the User shall be deemed in default, and agrees that:

- a. Secured Party will be granted a legal charge over the User's property pledged as collateral by the User, as set forth above in paragraph 7(2).
- b. Secured Party will be automatically appointed the User's Authorised Representative as set forth above in 7(8).
- c. The User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of, in any manner that Secured Party deems appropriate, including, but not limited by, sale at auction, at any time following the User's notice of its failure to cure its default, and without further notice or court proceedings, any and all of User's property and interest, described above in paragraph (2), in respect of this Self-executing Security Agreement in Event of Unauthorised Use, that Secured Party deems appropriate.

**Terms for Curing Default**

10. In the event of default, irrespective of any and all of the User's former property and interest in property, described above in paragraph (2), in the possession of, as well as disposed of by, Secured Party, the User may cure its default only by payment in full or by providing material evidence that demonstrates it breached the terms of this notice without being cognizant of the fact that it was doing so and without bad faith, in which case Secured Party may grant a waiver of the unpaid fees.

**Terms of Strict Foreclosure**

11. The User's non-payment in full of all unauthorised use fees within the thirty (30) day period for curing defaults authorises Secured Party's immediate non-judicial strict foreclosure on any and all of the pledged property and interest in property, for which Secured Party will be granted a legal charge by the User until redemption.

**Miscellaneous**

12. Unauthorised use of "©Serena Lea of the family: Muir" (and/or any derivatives or variations thereof) and/or hers internet usernames/handles incurs the same unauthorised use fees as those associated with hers trade-names/trade-marks (and all derivatives and variations thereof) and intellectual property.

13. This Copyright Notice applies to any and all legal fictions of any and all natures and descriptions owned and/or used by Secured Party for any purpose whatsoever, and to all Users of those legal fictions and the intellectual property associated with the name(s) used without Secured Party authorisation.

Originally executed by ©Serena Lea of the family: Muir under seal on 21st October 2013.

I have the right to amend this Common Law Copyright Notice, as and when necessary, and at my sole discretion.

This Copyright Notice includes any and all business names owned by SERENA LEA MUIR™ (and all derivatives thereof).



Autograph & Seal By: Secured Party Creditor

*[Signature]*



Dated: 21st October 2013

Witness Signature: *[Signature]*

Dated: 21st October 2013

Witness Signature: *[Signature]*

Dated: 21st October 2013

Witness Signature: *[Signature]*

WITHOUT RECOURSE NON-ASSUMPSIT

All Rights Reserved – Errors & Omissions Excepted