



ADVERTISING TERMS & CONDITIONS

This Advertising Agreement (the “Agreement”) sets out terms and conditions upon which _____ (the “Company”), being a Company duly registered under the laws of Australia with registered number _____ and having its registered address at _____ engages Empowered Vision Digital Displays (the “Advertiser”), being a Company duly registered under the laws of Australia with registered number 26 613 667 244 and having its registered address at 7/3 Nevin Cl, Gateshead, NSW 2290 as an advertiser for the Company (together, the “Parties”).

WHEREAS: The main activity of the Company is advertising throughout network of Connect! locations.

WHEREAS: The Advertiser provides advertising services in this aforementioned area.

WHEREAS: The Company wishes to engage the Advertiser to provide advertising services on such terms as are set out throughout this Agreement and the Advertiser for their part wishes to be engaged by the Company to provide said advertisement on said terms.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. DEFINITIONS. In this Advertising Agreement:

1.1 “Territory” shall mean Australia;

1.2 “Ads” shall mean advertisements; communication of any Advertising Material during advertising airtime on any Empowered Vision Connect screens promoting the company or its products

1.3 “Display Ads” shall mean advertisements promulgated by any display networks;

1.4 “Fees” shall mean the Fees set out in Clause 4;

1.5 “Budget” shall mean the advertising Budget set out in clause 5;

1.6 “Campaign” means the advertising campaign undertaken by the Company as stipulated by the Agreement.

1.7 “Fees” means the amount to be invoiced by Empowered Vision and payable by the Company as set out in the Agreement.

1.8 Unless it is evident from the context and having regards to the generality of the Agreement that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa;

1.9 The heading names in this Advertising Agreement are provided as reference only and do not form part of this Advertising Agreement;

1.10 This Advertising Agreement may be executed in both English and other languages. If there is a conflict between this Agreement in its various translations the English version shall prevail;

1.11 The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of this Advertising Agreement;

1.12 This Advertising Agreement may be executed either in one original or in two counterparts;

1.13 The terms of this Advertising Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of the Agreement.

2. PROVISION OF INFORMATION. In order to enable the Advertiser to create and promote advertisements the Company agrees to provide the Advertiser with:

- 2.1 An executive summary of the Company and its area of operation.
- 2.2 A detailed description of the product or services being advertised including information relevant to advertising such as cost, payment means, refund policy etc.
- 2.3 An indication of the intended purpose of advertising (whether to promote a given product or service or raise brand or product awareness or both).
- 2.4 A detailed budget for advertising.
- 2.5 Content of Advertisements; The Company must ensure that the content of the Advertising Materials, including Empowered Vision Materials, does not result in a breach of any applicable law by the Company or by Empowered Vision (as broadcaster or publisher of the advertisements).

3. OBLIGATIONS OF THE ADVERTISER. It is agreed that:

3.1. The Advertiser may use the following means to promote the products or services of the Company as agreed between the Parties from time to time:

- 3.1.1 Social Media Advertising
- 3.1.2 Advertisement on The Advertiser's website

3.2 The Advertiser is expressly prohibited from using the following means to promote the products or services of the Company:

- 3.2.1 Popups
- 3.2.2 Bonus Offers
- 3.2.3 Affiliate Marketing

3.3 The Advertiser shall not promote any advert without that advert being first approved by the Company.

4. FEES and PAYMENT. It is agreed that:

4.1 In consideration of its services, the Company agrees to pay the Advertiser fees itemized in the Agreement appended hereto which shall form part of the this Advertising Agreement and which shall be signed by both Parties.

4.2 Invoicing and payment;

(a) The Company, excluding Accredited Advertising Agencies, will pay the Fee in full with a single payment:

- (i) on the last business day of the month of invoice or adjustment, if the Company has an approved Commercial Credit Account with Empowered Vision, or;
- (ii) five business days before the first day of the scheduled Advertising, if the Company does not have an approved Commercial Credit Account with Empowered Vision or the Company's' Commercial Credit Account limit has been reached.

(b) Where the Client is an Accredited Advertising Agency, the Client will pay the Fee in full within 45 days after the date of Empowered Vision's invoice or adjustment.

4.3 CONSEQUENCES OF NON-PAYMENT.

Without limiting any other rights available to Empowered Vision, if the Company fails to pay any Fee when due, Empowered Vision may in its absolute discretion:

- (a) terminate the Agreement and the Company's Commercial Credit Account (if any) and immediately seek recovery from the Company of all moneys owed by the Company and the guarantor (if any);
- (b) suspend or refuse to broadcast any Advertising scheduled for the Company;
- (c) by notice in writing suspend or cancel the Accredited Advertising Agency's registration as an accredited advertising agent;
- (d) recover from the Client all costs relating to any action taken to recover monies from the Company (such costs will include but are not limited to a 5% administration fee and any legal costs disbursements on a full indemnity basis);
- (e) charge interest at 5% per annum on outstanding monies owed

Any failure by Empowered Vision to charge any of the fees set out above does not constitute a waiver of its right to do so in the future.

5. AGENCY REBATE.

If the Accredited Advertising Agency is not in breach of the Agreement, it will be entitled to a rebate of up to 10% of the Fee (or as otherwise agreed between the parties). A rebate will not apply to Advertising placed by the Accredited Advertising Agency on behalf of Company's' which have advertised in the preceding 12 months (other than advertising placed by the Accredited Advertising Agency) or who are currently advertising or have booked future Advertising with Empowered Vision.

6. DURATION. This Advertising Agreement shall commence on the date of its execution and shall have effect until any of the following occurrences at which point the Agreement will end:

6.1 The failure of the Company to pay any fees due under this Agreement within 30 (thirty) days of them falling due provided that such delay was not expressly agreed between the Parties.

6.2 The provision of 14 (fourteen) days' notice in writing by either Party.

7. WARRANTIES AND INDEMNITIES. It is agreed that:

7.1 Both Parties warrant that they have the necessary power and approval to enter into this Advertising Agreement.

7.2 Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations under this Advertising Agreement.

7.3 The Advertiser warrants that he/she will use only those means of advertising approved by the Company and listed in clause 3.1 and the Advertiser undertakes not to use any other means of advertising without the prior written approval of the Company and such approval shall constitute a variation pursuant to clause 9.

7.4 Where the Advertiser is holding or otherwise controlling an advertising Budget he/she undertakes to use this Budget in its entirety for advertising and not for any other purpose and to return any unused Budget at the termination of this Advertising Agreement.

7.5 The Advertiser undertakes to pause or stop all advertising on the express instruction of the Company in writing.

7.6 The Company undertakes to pay all Fees as per Section 4 and not to unreasonably withhold payment.

7.7 The Advertiser warrants that he/she will use only a) material expressly authorised by the Company or b) entirely original material and will not infringe the copyright of any third-party.

7.8 The Advertiser warrants that he/she will not use any false or misleading statements in their advertisements whether by statement, act, omission or implication.

7.9 The Advertiser warrants that he/she will not use any vulgar, offensive or disreputable means of advertising.

7.10 The Advertiser agrees to indemnify and keep indemnified the Company against any and all losses howsoever arising as a result of a breach of clause 7.7, clause 7.8 or clause 7.9.

7.11 The Advertiser acknowledges that he/she does not have the right to bind the Company.

7.12 The obligations and benefits under this Agreement may be assigned by either Party provided that the other Party first agrees in writing to said assignment.

7.13 The failure or delay by either Party to enforce any term of this agreement or to act upon a breach of any term shall not constitute a waiver of their rights.

7.14 Both Parties warrant that they will not do anything to hinder or adversely affect the execution of the other Parties' duties under the Agreement.

7.15 Both Parties warrant that they will submit to the exclusive jurisdiction of the courts and legal system stated in clause 11.

8. CONFIDENTIALITY. It is agreed that:

8.1 The Advertiser shall ensure that any confidential information or material which is obtained during the scope of this Advertising Agreement or in negotiation thereof is kept confidential including but not limited to the details of the means of advertising and the commission due or received under this Advertising Agreement.

8.2 The Company shall ensure that the details of the Advertiser are kept confidential at all times and undertakes not to share this information with any third-parties.

8.3 The Advertiser undertakes that he shall not expose any confidential information except with the prior written consent of the Company or if directed to do so by a competent Court provided always that such information has not previously entered the public domain by other means.

8.4 The terms of clauses 8.1, 8.2, 8.3 shall apply indefinitely notwithstanding the termination of this Advertising Agreement.

9. VARIATION. Any variation to this Advertising Agreement shall be made in writing and signed by both Parties.

10. NOTICES. Any notice served under this Advertising Agreement shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service. All notices shall be delivered in English.

11. GOVERNING LAW, DISPUTES AND ARBITRATION. It is agreed that:

11.1 The Advertising Agreement is made under the exclusive jurisdiction of the laws of Australia.

11.2 Disputes under this Advertising Agreement shall be subject to the exclusive jurisdiction of the courts of Australia.

11.3 Notwithstanding the terms of 11.2 both Parties agree that in the event of a dispute they will enter into arbitration before the International Chamber of Commerce before a single arbitrator whose decision shall be final.

12. MAKE GOODS.

If, as determined by both parties acting reasonably, any Advertising airs:

(a) airs incorrectly;

(b) airs out of a scheduled Session Time or Zone Time; or

(c) is not broadcast, Empowered Vision will, subject to availability, "make good" the Advertising in a scheduled time frame, agreed by the Company. The Company has three months from the date the discrepancy is notified to the Company to claim a make good

13. Cancellation by Client.

13.1 Unless otherwise indicated in writing, the Company may cancel Advertising by giving Empowered Vision Sales Account Executive 30 days' written notice before the scheduled Advertising.

13.2 Empowered Vision's rights;

Empowered Vision may reject, cancel, amend (if in Empowered Vision's opinion such change is necessary to comply with any applicable law), refuse, change position or postpone publication or broadcast of the Advertising for any reason at its discretion.

13.3 Rescheduling of Advertising;

(a) Empowered Vision agrees to use its best endeavours to reschedule Advertising cancelled fewer than 30 days but more than seven Business Day before the scheduled start date to another time during the Campaign. Rescheduled Advertising will be subject to availability at the time of the booking.

(b) Empowered Vision reserves the right to charge the Company the Fee, either in part or in full, and the Company agrees to pay the Fee invoiced for Advertising cancelled other than in accordance with clause 13.1.

14. GST.

(a) Unless otherwise stated, all amounts payable under the Agreement are exclusive of GST.

(b) If GST is payable on any supply under the Agreement, the parties agree that the amount payable for the supply (excluding non-monetary consideration) will be considered exclusive of GST. Unless the parties otherwise agree in writing, the Company undertakes to pay Empowered Vision the amount of such GST in addition to the amount payable for that supply at the time the amount is payable or at such later time when the amount of the GST becomes known. All terms contained in this paragraph are defined in the A New Tax System (Goods and Services Tax) Act 1999, as amended.