

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out here and via any additional discussion and agreement, either verbal or written.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

- Copywriting

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in AUD (Australian Dollars).

PAYMENT

The Contractor will charge the Client \$XXXX for the Services (the "Payment").

The Client will be required to pay a 50% or mutually-agreed upon deposit prior to work commencing. Final balance will be invoiced when the Services are complete.

Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Contractor.

The Payment as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Payment.

OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and related material, including any Trade Secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

RIGHT OF SUBSTITUTION

Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party,



its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

It is the Client's responsibility to ensure all legal requirements for Client's business are met. This includes ensuring claims are true and accurate, legal disclaimers are used as needed and all products, sales and offers are lawful.

COPYWRITING PROCESS

Once a quote estimate has been accepted by Client, Contractor will provide briefing document or a briefing meeting will take place.

Client is required to complete a mutually agreed-upon briefing process and pay deposit within 7 days. Following the receipt of deposit and completed briefing process, Contractor will complete the first draft within a mutually agreed-upon timeframe.

Client amendments should be provided within 10 days. Following this Contractor will provide edits. Two rounds of edits are provided within the quoted pricing.

Contractor and Client each commit to mutually agreed deadlines for briefing and delivering drafts, edits and final work.

PORTFOLIO USE

Contractor is permitted to use copy for Contractor's professional portfolio after copy has been made public by the Client.

NON-EXCLUSIVITY

Client and Contractor acknowledge and agree that the Contractor shall remain free to continue working for and taking on new clients without regard to Client. Contractor does not require Client approval to take on other work but will ensure confidentiality and avoid work that involves conflict of interest.