



Offline Client Acquisition Solutions
Technology Services Agreement
Australia

General Conditions

BACKGROUND

This Agreement constitutes a legal agreement between the Client and Oppizi for

- (i) an offline Client acquisition campaign service including the production of physical marketing material and apparel and the provision of miscellaneous other services incidental thereto (the "**Campaign Services**");
- (ii) the distribution of physical marketing material (the "**Distribution Services**"); and
- (iii) the provision of Application services.

It IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this Agreement together with any appendices and annexures

Applications means the website, widgets or applications of Oppizi which may be accessed via a website or mobile device.

Base Intellectual Property means all Intellectual Property owned created or used by the Client.

Business Day means a weekday which is not a public holiday in Adelaide/ Brisbane/ Canberra/ Melbourne/ Newcastle/ Perth/ Sydney, Australia.

Campaign means an instance of the Campaign Services as set out in a Statement of Work.

Commencement Date means the date determined in accordance with clause 2 or as specified in a Statement of Work

Confidential Information means in the case of a party, all of that party's information which would reasonably be regarded as confidential, disclosed or made available to the other party before or after the Commencement Date but excluding information which:

- (a) the other party can prove it possessed before the relevant information was disclosed or made available to it by or on behalf of the disclosing party;
- (b) is lawfully acquired prior to the date of disclosure under this Agreement by the other party from a third person without restrictions as to its use or disclosure; or
- (c) is in or becomes part of the public domain other than as a result of the breach by the other party of this Agreement.

Contract Material means all materials and deliverables provided by Oppizi to the Client or created or developed by Oppizi in the course of providing the Services, whether before or after the date of this Agreement.

CPI means the Consumer Price Index, Australia, All Groups, Weighted Average of Eight Capital Cities, published by the Australian Bureau of Statistics.

Fees means the fees payable by the Client to Oppizi for provision of the Services as specified in an SOW and includes any expenses or disbursements payable by the Client as required by an SOW.

Force Majeure means a circumstance beyond the reasonable control of a party which results in the party being unable to observe or perform on time an obligation under this Agreement.

GST means GST within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation (as amended). The expressions; Consideration, GST, Input Tax Credit, Recipient, Supply, Tax Invoice and Taxable Supply have the meanings given to those expressions in the GST Act

Insolvency Event means:

- (a) a party enters into any deed of company arrangement between itself and its creditors;
- (b) a party ceases to be able to pay its debts as they become due;
- (c) a party ceases to carry on business;
- (d) a mortgagee enters into possession or disposes of the whole or any part of the party's assets or business;

- (e) an order is made (and not set aside within 28 days) or a resolution passed for the winding-up or dissolution of a party; or
- (f) a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person for the party's applicable place of incorporation is appointed over the whole or any part of the party's assets or business.

Intellectual Property Rights means all statutory and other proprietary rights (including rights to require information be kept confidential) in respect of know-how, trade secrets, copyright, trademarks, designs, patents.

Material includes property, information and the subject matter of any category of intellectual property.

Milestone Dates means, in respect of a specific task, the target date for the performance of the relevant task.

Mission means an instance of Distribution Services to be provided to the Client.

Moral Right means each and every "moral right" as defined in the *Copyright Act 1968* (Cth).

Price means the price payable by the Client to Oppizi for provision of the Products and/or Services as specified in the SOW and also includes any expenses payable by the Client as required by the SOW.

Products means any goods Oppizi provides to the Client, whether as set out in a SOW or otherwise.

Project Plan means the document (developed by Oppizi where required by the SOW) which specifies the services, materials and personnel to be contributed by each party and the responsibilities of each party relating to the Services to be provided under this Agreement. A Project Plan will only be developed where required by the SOW.

Statement of Work (SOW) means a statement of work, including a quotation, scope of works or estimate, provided to the Client, which describes the Products and/or Services to be supplied.

Related Bodies Corporate has the meaning provided by the Corporations Act 2001.

Service means any services stated in an SOW or, in the absence of an SOW, all services that Oppizi provides to the including Campaign Services, Distribution Services and Application services.

Taxes means all taxes, charges, duties and similar imposed by a government or statutory body relating to the supply or use of goods or services or otherwise arising out of this Agreement including sales tax, goods and services tax, value added tax, fringe benefits tax, undistributed profits tax, financial institutions duty, stamp duties and any interest or penalty imposed in connection with any of the preceding items but does not include income or capital gains tax.

Third Party Material means Material owned by a third party that is included, embodied in or attached to the Contract Material.

Oppizi Material means all Material created by Oppizi prior to the commencement of this Agreement.

Term has the meaning provided by clause 3.

1.2. Interpretation

In this Agreement:

The singular includes the plural and vice versa.

"Including" and similar expressions are not words of limitation.

Where a word or expression is given a particular

meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings.

If something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day.

Headings are for ease of reference and do not affect the construction of this Agreement.

Money amounts are stated in Australian currency unless otherwise specified.

The words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient.

1.3. Interpretation – order of precedence

This Agreement is comprised of the following documents which apply in the following order of precedence:

- (a) a SOW;

- (b) a Project Plan (if applicable); and
- (c) these Standard Terms and Conditions,

with the result that any inconsistency between these documents will be resolved in favour of the earlier listed document.

2. COMMENCEMENT DATE

2.1. Client's acceptance of Statement of Work (SOW)

The Commencement Date is earlier of the date noted in the Contract Details, the Client signing a SOW, otherwise notifying Oppizi of its acceptance of the SOW, or accepting Products and/or Services from Oppizi.

3. TERM

The Agreement commences on the Commencement Date and will continue until :

- (a) the parties having fulfilled their obligations; or
- (b) this Agreement is terminated in accordance with clause 15.

4. PROJECT PLAN

- (a) If the SOW requires the development of a Project Plan, the parties must develop and agree the Project Plan prior to the provision of Services.
- (b) The Client will pay Oppizi for the development of the Project Plan in accordance with the SOW, unless otherwise agreed in writing.
- (c) The Project Plan will describe:
 - (i) the obligations of each party and the resources and facilities which will be provided by each party as required for the supply of the Products and/or the performance of the Services;
 - (ii) if applicable, the Milestone Dates applicable to the supply of the Products and/or the performance of the Services; and
 - (iii) any other the details required by the SOW.
- (d) Once the Project Plan has been developed and agreed the parties must comply with its terms, unless varied in writing.

5. SERVICES – GENERAL OBLIGATIONS

5.1. Provision of Services

- (a) Oppizi will provide the Client with all Services requested by the Client and set out in an SOW in accordance with the terms of this Agreement
- (b) Nothing in this Agreement requires Oppizi to provide any Services if:
 - (i) the Client has not paid for Products and/or Services provided by Oppizi for which payment is then due; or
 - (ii) the Client has breached this Agreement and that breach has not been remedied.

6. USE OF APPLICATION

6.1. **Provision of Application services.** Oppizi will establish a Client account that will enable the Client to request Distribution Services via the Application.

- (a) **Account Administration and Client Dashboard.** The Client will be provided with access to a web based dashboard (the “**Dashboard**”). Oppizi's primary contact with the Client shall be by way of the Client's administrator designated through the Dashboard (the “**Administrator**”). Oppizi will provide the Administrator all required Dashboard logins.
- (b) The Dashboard will enable the Client to:
 - (i) view statements setting out Missions,
 - (ii) manage and update the Client account on file,
 - (iii) review and manage payment statements,
 - (iv) settle outstanding balances on the Client account,
 - (v) view current, appoint new, and remove Administrators, and

- (vi) view detailed Mission information, which may include number of workers on the Mission, time and date of Mission, Mission location, Mission status, volume of physical marketing material to be distributed or that has been distributed and amount of Fees for that Mission (“**Dashboard Data**”).
- (c) The Client agrees:
 - (i) to keep all Dashboard login credentials confidential, and
 - (ii) to only permit the Client’s authorised administrators to access the Dashboard.
- (d) Oppizi reserves the right to add, remove and update features and functionality of the Applications or the Dashboard at any time.

6.2. Restrictions

- (a) The Client shall not:
 - (i) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Marketplace Services, except to the extent allowed by applicable law, or
 - (ii) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Marketplace Services to any unaffiliated third party.
 - (b) Oppizi reserves the right to suspend the Client’s access to and use of the Application for breach of this Agreement. Oppizi reserves all rights not expressly granted to the Client under this Agreement.
- 6.3. **No Warranties.** To the maximum extent permitted by applicable law, except as expressly provided herein, Oppizi provides the Application and Dashboard "as is" and without warranty. Oppizi does not warrant that the functions contained in the Application and Dashboard will meet the Client’s requirements or that the operation thereof will be uninterrupted or error free.

7. INTELLECTUAL PROPERTY

- (a) Oppizi and its Related Bodies Corporate are and shall remain the owners of all right, title and interest in and to the Marketplace Services, Dashboard and Dashboard Data, including any updates, enhancements and new versions thereof, all data related to the use of the Marketplace Services and all related documentation and materials provided or available to Client in connection with this Agreement.
- (b) The Client grants Oppizi an irrevocable, royalty free and worldwide licence (with an unlimited right of sub-licence) to use or allow the use of Base Intellectual Property for the purpose of fulfilling Oppizi’s obligations under this Agreement.
- (c) Unless expressly specified otherwise in the SOW, Oppizi will own all Intellectual Property Rights in all Contract Material.
- (d) The Client assigns to Oppizi any rights the Client has in the Contract Material.
- (e) Oppizi grants to the Client (subject to payment of all amounts payable under this Agreement) a royalty free, non-transferrable, perpetual licence to use the material and the deliverables for the purposes of the project or business activity to which the Products and/or Services relate.
- (f) To the extent any personnel of the Client have any moral rights in respect of any Contract Material, the Client must procure that such personnel give a moral rights consent to Oppizi, and its successors and nominees, doing or omitting to do anything which, but for that moral rights consent would constitute a breach of that person’s moral rights.
- (g) If Oppizi is required to communicate the brands of the Client, the Client hereby consents to the use of the Client’s logo for Oppizi’s marketing collateral including but not limited to website, social media, corporate profile and printed materials.
- (h) Oppizi shall retain all masters, drafts, rushes and other preparatory material and the Client will not be entitled to such originals. The Client may request duplicates of these materials at additional cost.
- (i) The Client appoints Oppizi as its agent to procure any use of any third party intellectual property required for the performance of this Agreement.

8. PRICE AND FEES

- 8.1. **Price.** The Client must pay Oppizi the Price and/or Fees in respect of the Services in accordance with this Agreement and the terms of an SOW.

8.2. Invoice and payment

- (a) Subject to the SOW, Oppizi will invoice the Client for the Price monthly.
- (b) The Client must pay Oppizi the amount invoiced within 14 Business Days after the date of the Invoice.

8.3. **Out of scope service.** Where Oppizi provides the Client with services that are outside the scope of the services specified in an SOW, the services are subject to a further agreed Fee or otherwise charged at Oppizi's standard hourly rates then applicable.

8.4. **Disputed invoices.** If the Client wishes to dispute an Invoice it must:

- (a) pay Oppizi all parts of the Invoice which are not indisputed; and
- (b) give Oppizi notice of the dispute and the reasons why the Client disputes the relevant Invoice,

before the due date for payment of the Invoice, after which time if the Client does not dispute the Invoice in the manner specified in this clause 8.4 the Client may not thereafter Dispute that Invoice and must pay that invoice upon demand.

8.5. **Default in payment.** If the Client fails to pay any amount payable under this Agreement by the due date then, except where the amount has been validly disputed pursuant to clause 8.4, Oppizi may (without prejudice to any other remedies to which it is entitled):

- (a) charge the Client interest on the amount due and not paid, for the duration that the payment is outstanding by the Client, at the rate of 2% per month calculated daily; and/or
- (b) suspend performance of Oppizi's obligations under this Agreement without any liability to the Client for any loss or damage suffered or incurred in respect of the suspension.

8.6. **Other rights and obligations not affected.** The exercise by Oppizi of any of Oppizi's rights under clause 8.5 does not affect:

- (a) the Client's obligations; or
- (b) any other rights or remedies Oppizi may have in relation to the default by the Client,

under this Agreement or any other agreement between Oppizi and the Client.

8.7. **Variation.** If the Services are provided for a period of more than 12 months, the Price may be subject to annual adjustment on the first anniversary of the Commencement Date, and on each annual anniversary thereafter on the giving of written notice. Any Price increase will be the greater of the change in the CPI between the anniversary date and the date on which the Price was last set; or 5%.

8.8. **Expenses.** The Client must pay Oppizi or reimburse Oppizi for any expenses which the Client is required to pay or incur under the SOW or otherwise in order to provide the Products and/or Services.

9. CONFIDENTIAL INFORMATION

9.1. **Confidentiality.** A Recipient of Confidential Information must (except as may be required by law or with the Discloser's prior written consent):

- (a) maintain confidentiality of the Confidential Information;
- (b) not divulge or disclose the Confidential Information to any other person, firm, corporation or entity;
- (c) only use the Confidential Information where it is necessary to do so to enable the supply or use of the Products and/or Services;
- (d) immediately notify the Discloser of any actual or suspected unauthorised use, reproduction or disclosure of the Confidential Information.

9.2. **Disclosure required by law.** If the Recipient is required by law to disclose the Confidential Information:

- (a) the Recipient will promptly give the Discloser written notice specifying the legal requirement and the Confidential Information to be disclosed; and
- (b) the Recipient will use best endeavours to arrange for disclosure of the relevant Confidential Information in a manner which safeguards the confidentiality of the information disclosed.

9.3. **Injunctions.** The Recipient acknowledges and agrees that a breach of this Agreement may cause the Discloser to suffer loss, damage and expense for which damages may not be adequate compensation and may be difficult to ascertain and that the Discloser may immediately seek to restrain any actual or threatened breach of this Agreement by injunction or any similar remedy.

10. GST

10.1. **Consideration is GST exclusive.** Unless otherwise expressly stated, all prices or other sums payable are exclusive of GST.

10.2. Payment of GST

- (a) If GST is imposed on any Supply made under or in accordance with this Agreement, the Recipient of the Taxable Supply must pay to Oppizi an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice.
- (b) Payment of the additional amount must be made at the same time and in the same way as payment for the Taxable Supply is required to be made in accordance with this Agreement.

11. RESTRICTIVE COVENANTS

(a) In this clause 11, Restraint Period means a period commencing on the Commencement Date and ending:

- (i) 2 years; or if this period is considered unenforceable then
- (ii) 1 year; or if this period is considered unenforceable then
- (iii) 6 months; or if this period is considered unenforceable then
- (iv) 3 months,

after the date on which Oppizi last provided any Services under this Agreement, the applicable period being the longest period enforceable by an appropriate court.

(b) In this clause 11, Restraint Area means:

- (i) any country in which Oppizi or any Related Bodies Corporate is conducting business or planning to conduct business, in each case, as at the date of Termination of this Agreement; or if this geographic scope is considered unenforceable; then
- (ii) the State or Territory in which Oppizi primarily performed services for the Client; or if this geographic scope is considered unenforceable; then
- (iii) a two hundred (200) kilometre radius from the premises from which Oppizi primarily performed the Services.

(c) During the Restraint Period, the Client will not:

- (i) carry on or be concerned, engaged or interested directly or indirectly in any capacity whatsoever in any trade or business which competes with the business carried on by Oppizi or any business which Oppizi has formulated plans to undertake;
- (ii) directly or indirectly endeavour to entice away from Oppizi or solicit or accept the business of or deal with any person, firm or Oppizi who is or was a Client or Client or prospective Client of Oppizi or its Related Bodies Corporate during the term of this Agreement; or
- (iii) directly or indirectly solicit or seek to entice away from Oppizi any person who is or was a director, employee or consultant of Oppizi whether or not such person would commit any breach of this Agreement by reason of so leaving the service of Oppizi or otherwise; or
- (iv) directly or indirectly employ or engage or induce or seek to induce to leave the service of Oppizi or any person who is or was a director whether or not such person would commit any breach of their Agreement by reason of so leaving the service of Oppizi or otherwise.

(d) The Client agrees that if it breaches clauses 11(c)(iii)-(iv) of this Agreement, it will pay to Oppizi liquidated damages in an amount equal to 30% of the annual salary or annualised contracted amount (if a contractor) at the time of departing Oppizi of such person referred to in those clauses. The Client acknowledges and agrees that such liquidated damages are a reasonable and genuine pre-estimate of the losses Oppizi would sustain in the event of such breach.

(e) At any time after the Termination of this Agreement, the Client will not represent itself as being in any way currently connected with or interested in the business of Oppizi.

(f) The Client agrees that each of these separate provisions is a fair and reasonable restraint of trade that goes no further than reasonably necessary to protect Oppizi's goodwill and business.

- (g) Each of the restrictions is intended to be separate and severable. If any restriction is held to be unreasonably wide but would be valid if part of the wording were deleted, such restriction will apply with the necessary wording deleted to make it valid.
- (h) The restrictions in this clause 11 apply to each party acting directly or indirectly and on its own behalf or on behalf of, or in conjunction with, any firm, company or person.

12. **PRIVACY**

- (a) In performing their respective obligations under this Agreement, each party will comply with applicable privacy and data protection laws. In respect of any data to which the Client gives Oppizi access or possession for the purpose of providing the Services, the Client warrants that Oppizi's access or possession (as applicable) for that purpose complies with applicable privacy and data protection laws.
- (b) When accessing or handling the Client's data, Oppizi will comply with the Client's applicable reasonable policies that have been disclosed to Oppizi in writing.

13. **IMPLIED TERMS**

- 13.1. **Exclusion of implied terms.** Any representation, warranty, condition, guarantee or undertaking that would be implied in this Agreement by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.
- 13.2. **Non-excludable rights implied by statute.** Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on the Client by the Australian Consumer Law, Schedule 2 of the Competition and Consumer Act 2010 (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement
- 13.3. **Liability for breach of non-excludable rights.** To the fullest extent permitted by law, the liability of Oppizi for a breach of a non-excludable guarantee referred to in clause 13.2 is limited, at Oppizi's option, to:
 - (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; or
 - (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
- 13.4. **Survival of clause.** This clause 13 survives the expiry or termination of this Agreement.

14. **LIABILITY**

- 14.1. **Limitation of liability.** Unless otherwise expressly provided in this Agreement, Oppizi will be under no liability to the Client or any other person in respect of:
 - (a) any loss or damage of any kind that is directly or indirectly caused by or results from any wrongful, wilful or negligent act or omission of the Client or any of its officers, employees, agents or contractors;
 - (b) any negligent act or omission by Oppizi;
 - (c) any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss or corruption of data or loss or damage resulting from wasted management time irrespective of whether:
 - (i) the loss or damage is caused by or relates to breach of contract, statute, tort (including negligence) or otherwise; or
 - (ii) the Client or any other person was previously notified of the possibility of the loss or damage.
- 14.2. **Maximum liability.** Unless otherwise expressly provided in this Agreement, the maximum aggregate liability of Oppizi for all proven losses, damages and claims arising out of this Agreement, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the amounts paid by the Client to Oppizi under the SOW in relation to the particular Product or Service which was responsible for or connected with the relevant loss, damage or claim.

14.3. **Indemnity.** The Client will at all times indemnify and hold harmless Oppizi and its officers, employees, agents and contractors which contractors provide Distribution Providers (“**those indemnified**”) from and against any loss, (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by:

- (a) a breach by the Client of its obligations under this Agreement; or
- (b) any wilful, unlawful or negligent act or omission of the Client.

15. **TERMINATION**

15.1. **Termination by Oppizi.** Without limiting the generality of any other provision in this Agreement, Oppizi may suspend or terminate (or suspend then subsequently terminate) its provision of all or any of the Services under any SOW and this Agreement immediately by notice in writing if:

- (a) the Client fails to pay an amount owing under this Agreement within 10 Business Days of a written reminder that it is overdue;
- (b) the Client is in breach of any term of this Agreement not relating to the payment of money and that breach is not remedied within 14 Business Days of notification by Oppizi;
- (c) the Client suffers, experiences or commits an Insolvency Event;
- (d) the Client, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; or
- (e) the Client, being a natural person, dies or becomes incapacitated.

15.2. **Termination by Client**

- (a) The Client may terminate this Agreement immediately by notice in writing if:
 - (i) Oppizi is in breach of any term of this Agreement and that breach is not remedied within 14 Business Days of notification by Oppizi; or
 - (ii) Oppizi suffers or commits an Insolvency Event.
- (b) The Client may terminate this Agreement in any other event by giving 30 days” notice in writing to Oppizi.

15.3. **Consequences of termination.** If a notice of termination is given under clause 15.1 or clause 15.2, all monies payable to Oppizi under this Agreement or which would have become payable but for that termination will become immediately due and payable, and:

- (a) each party may repossess any of its property in the possession, custody or control of the other party;
- (b) Oppizi may retain any monies paid in respect of Services already provided by Oppizi at the time of notice of termination or, in its capacity as limited collection agent, in respect of Distribution Services already provided by Distribution Providers at the time of notice of termination;
- (c) Oppizi may charge for all Services performed in respect of which no Price has been previously charged;
- (d) Oppizi may charge for all costs, disbursements and expenses, incurred in expectation of performing all of the requirements of the SOW including the cost of any Products and/or Services purchased on behalf of or for on-supply to the Client prior to the termination date (except to the extent the Client has already paid the applicable Price for those items);
- (e) each party may require the other party to deliver to it or erase or destroy, or procure the delivery, erasure or destruction (as applicable), all materials containing its Confidential Information and certify its compliance with these obligations; and
- (f) each party may pursue any additional or alternative remedies provided by law.

16. **FORCE MAJEURE**

- (a) Oppizi will not be liable for any delay or failure to perform its obligations under a SOW or this Agreement if that delay is due to Force Majeure.
- (b) If a delay or failure by Oppizi to perform its obligations due to Force Majeure exceeds 60 days, either party may immediately terminate the Agreement on providing notice in writing to the other party, in which event Oppizi will not be deemed to have breached this Agreement.
- (c) If this Agreement is terminated pursuant to clause 16(c), Oppizi will refund moneys previously paid by the Client under this Agreement for the Services which were not provided due to Force Majeure.

17. **DELAY**

- (a) Without limiting clause 16, Oppizi will not be responsible for any delays (or costs and losses arising from delays) which occur during the course of the Services which arise from any non-compliance by the Client with this Agreement, an applicable SOW or Project Plan, the late supply or provision of instructions and information by the Client or any delays caused by the Client's third party suppliers and contractors.
- (b) Oppizi will be entitled to extension of time in respect of any schedule, deadline or milestone equal to the duration of any delay caused by Force Majeure or a cause specified in clause 16(a).

18. **GENERAL**

18.1. **SUB-CONTRACTS.** Oppizi may sub-contract the performance of all or part of its obligations under this Agreement. Without limiting the generality of this clause, the Client acknowledges that Oppizi will sub-contract the Distribution Services to independent contractors.

18.2. **ENTIRE AGREEMENT**

- (a) These terms and conditions, SOW and Project Plan (as applicable) constitute the entire agreement between the parties for the supply of the Products and/or Services and supersedes all prior representations, statements and understandings or undertakings, whether verbal or in writing.
- (b) No modification or alteration of any provision of this Agreement will be valid except those in writing signed by each party as set out in clause 26.

18.3. **Assignment.** This Agreement may be assigned, transferred, licensed or sub-licensed by the Client without the prior written consent of Oppizi. Oppizi may assign this Agreement to a Related Body Corporate or other entity under common ownership with Oppizi or the purchaser of all or part of Oppizi's business.

18.4. **Waiver**

- (a) No right under this Agreement will be deemed to be waived except by notice in writing signed by each party.
- (b) A waiver by Oppizi under clause 18.4 (a) will not prejudice its rights in respect of any subsequent breach of this Agreement by the Client.
- (c) Subject to clause 18.4 (a), any failure by Oppizi to enforce any clause of this Agreement, or any forbearance, delay or indulgence granted by Oppizi to the Client, will not be construed as a waiver of Oppizi's rights under this Agreement.

18.5. **Oppizi's Rights.** Any express statement of a right of Oppizi under this Agreement is without prejudice to any other right of Oppizi expressly stated in this Agreement or existing at law.

19. **survival.** The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of the Term or termination will remain in full force and effect following the expiration of the Term or termination.

19.1. **Governing Law.** This Agreement will be governed by the laws in force in the State of New South Wales, and the parties irrevocably submit to the exclusive jurisdiction of the Courts of that State.

19.2. **Notices**

- (a) Notices under this Agreement may be delivered by hand, by mail, by e-mail or by facsimile to the addresses specified in the SOW.
- (b) Notices will be deemed given:
 - (i) in the case of hand delivery, upon delivery;
 - (ii) in the case of post, 3 days after posting;
- (c) in the case of e-mail upon receipt by the sender of confirmation of transmission if confirmation is received before 5.00 pm on a business day or otherwise at the commencement of the first business day following transmission.

19.3. **Variation.** The provisions of this Agreement may not be varied, except by agreement in writing signed by the parties.

19.4. **Severability.** Any provision of this Agreement which is invalid in any jurisdiction must, in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this Agreement in any other case,

without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

19.5. **Further assurances** A party, at its own cost and within a reasonable time of being requested by another party to do so, must do all things and execute all documents which are reasonably necessary to give full effect to this Agreement.

19.6. **No adverse construction** This Agreement is not to be construed to the disadvantage of a party because that party was responsible for its preparation

19.7. **No right of set-off.** Unless this Agreement expressly provides otherwise, a party has no right of set-off against a payment due to another party.

19.8. Counterparts

If this Agreement consists of a number of counterparts, each is an original and all of the counterparts together constitute the same document.

SCHEDULE

Statement of work

Introduction/Background

[Client] has approved the Offline Marketing Project proposed by Oppizi (quote above).

Scope of Work and cost

Oppizi will

Source print quotes for collateral

Manage and liaise with printing companies,

Provide location advice,

Manage the collateral Stock,

Manage the merchandise Stock,

Track the Collateral,

Optimise the campaign based on the results provided by the client,

Handle the logistic of the campaign and distribute the materials through performance of missions.

Printing:

Print XXXX flyers on behalf of the client.

Specification of the printing : XXXXXXXXXXXXX

Cost: XXXX

Permit Fee:

Oppizi will obtains any permits required to enable the Brand Ambassadors to provide the Services. Permit fees vary on the, the City and the time. Permit fee will be invoiced to client at the end of the campaign. Any Permit Fees stated in a quote is an estimate only.

Buy promotion permits in City1, City2, City3....

Cost: will be disclosed at the end of the campaign

Distribution of flyers:

The missions will be performed by Brand Ambassadors. Once missions are created, they are published to the Oppizi application platform, where Brand Ambassadors may choose to accept these missions.

Brand Ambassadors may be sub-contracted by Oppizi to perform the missions.

You will be notified once we find a matching Brand Ambassador to perform a mission and we will update you on the progress of the mission. The cost of distribution is payable to us in advance prior to the performance of missions. The cost of distribution may vary.

Date and time:

Number of workers:

Location:

Cost:

Work Requirements

Where the Services involve the engagement of a third party other than Brand Ambassadors (including without limitation, delivery partners, printers, designers, copywriters and couriers), Oppizi acts as an agent for the Client for the convenience of the Client. Oppizi makes no representation as to the nature or quality of goods or services and accepts no liability for the acts, omissions, quality or fitness or purposes of any goods or services provided by a third party.

Schedule/Milestones

The below list consists of the initial milestones identified for the campaign:

Items	Date
Printing	
Launch of the campaign	
Leftovers distribution	

Leftover Physical Marketing Material

Any leftover physical marketing material not distributed by Brand Ambassadors and returned to Oppizi may, at your election, be returned to you. Alternatively, you may elect for new missions to be created and the leftover physical marketing material to be distributed by Brand Ambassadors again. Additional costs will apply if you elect for re-distribution.