

Service Delivery Contract

1. DEFINITIONS

Client means the entity for which the Quotient Quote is prepared.

Commencement Date means the date identified in the Quotient Quote as the commencement date.

Confidential Information means the confidential information of a party and includes:

- (a) information relating to the personnel, policies, pricing or business strategies of a party;
- (b) Intellectual Property Rights of a party;
- (c) Third Party Software (as defined in clause 7(e));
- (d) any information marked as confidential;
- (e) any information reasonably considered to be confidential. Confidential Information does not include information which:
 - (f) is generally available in the public domain other than as a result of a breach of clause 6 by a party; or
 - (g) was known by the other party prior to receipt of such information under or in connection with this Contract.

Fees means the amounts or rates set out in Quotient Quote.

GST means Goods and Service Tax imposed in Australia by legislation.

Guarantor means any person(s) named as such in the Quotient Quote who agrees to be liable for the debts of the Client on a principal debtor basis.

Intellectual Property means all forms of intellectual property including copyrighted material, inventions, processes, trademarks, designs, patents (whether registered, unregistered or applied for), domain names, business names and all associated rights.

Quotient Quote means the quote agreed to using the Quotient App <https://www.quotientapp.com/au>.

Services means the services generally described on the Four Dots Australia PTY LTD' website and more specifically in Schedule 1, the Quotient Quote, and any strategy document.

Strategy Month means the month identified in the Quotient Quote as the strategy month.

2. SERVICES AND DELIVERABLES

- (a) In consideration for the Client paying the Fees, Four Dots Australia PTY LTD will provide the Client with the Services, subject to the provisions of this Contract.

The Client acknowledges and agrees that if the Client reasonably considers that any document or material

provided by Four Dots Australia PTY LTD to the Client as part of the provision of the Services is not compliant with this Contract, the Client must notify Four Dots Australia PTY LTD of the same in writing within seven (7) days of the date of receipt of such document or material and Four Dots Australia PTY LTD will be given seven (7) days to rectify such non-compliance (if any). If the Client does not provide Four Dots Australia PTY LTD with such notice within the said period, the Client will be deemed to have accepted such document or material as compliant with this Contract. Should the Client require any further modifications of any document or material accepted under this clause, such further modifications will be considered as a new project and will be made by Four Dots Australia PTY LTD at an additional charge to the Client.

- (b) The Client acknowledges and agrees that the Services may incorporate certain third party software and that the Client's use of and obligations with respect thereto are subject to any license terms that might accompany such third party software.

3. FEES

- (a) In consideration of the provision of the Services in accordance with this Contract, the Client will pay Four Dots Australia PTY LTD the Fees.
- (b) In addition to the Fees, Four Dots Australia PTY LTD is permitted to charge the Client for:
 - (i) any additional services falling outside of the scope of work in the Quotient Quote; and
 - (ii) all additional out of pocket costs and expenses incurred by Four Dots Australia PTY LTD in performing the Services, provided that such additional costs and expenses are approved by the Client.
- (c) In addition to the Fees, the Client is solely responsible for any applicable advertising platforms' charges (such as Google) and responsible to pay such charges to such advertising platforms directly.
- (d) The payment terms for the Fees are monthly in advance. Four Dots Australia PTY LTD will not provide any refund of Fees or any part thereof if the provision of the Services is delayed due to the Client's failure to provide Four Dots Australia PTY LTD with any required information or access, or due to any other act or omission of the Client.
- (e) The Fees are exclusive of GST and Four Dots Australia PTY LTD will be entitled to add to its invoices to the Client the amount of any applicable GST.
- (f) Four Dots Australia PTY LTD will provide the Client with a monthly tax invoice in accordance with the GST legislation in relation to remuneration payable under this clause.
- (g) Payment of any tax invoiced amount must be made by the Client to Four Dots Australia PTY LTD within seven (7) days following receipt of the invoice.
- (h) If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in this Contract, Four Dots Australia PTY LTD is entitled, without prejudice to any of its other accrued or contingent right:
 - (i) to charge interest on the outstanding amount(s) at the rate of 7% per year, accruing daily;
 - (ii) to charge the Client for any costs (on full indemnity basis) associated with recovering the outstanding

amount(s);

(iii) immediately suspend the performance of any further Services (or any part of the Services) without any liability or any obligation to make any refunds.

- (i) The Client acknowledges and agrees that in addition to the Fees and any other amounts payable to Four Dots Australia PTY LTD under this Contract, Four Dots Australia PTY LTD reserves the right to retain all and any commissions, rebates, allowances, credits, discounts or any other benefits allowed to Four Dots Australia PTY LTD by any media or platform vendor or other third-party supplier ("**Media Vendor**") as a result of the provision of the Service, including, without limitation, due to any increase of Four Dots Australia PTY LTD' volume or work with such Media Vendor or due to any prompt payment of media accounts.

4. DURATION

- (a) Subject to subsection (b), the initial term (minimum term) of this Contract and the initial terms applicable to the Services are set out in Quotient Quote. At the expiry of the initial term or any then current term, this Contract and the term of a Service will automatically renew for a subsequent term of the same duration as the then current term, unless one of the parties provides the other party, at least thirty (30) days' prior to the expiry of the then current term, with a written notice of its intention not to renew this Contract or Service stream for a subsequent term.
- (b) For the avoidance of doubt and notwithstanding anything to the contrary in this Contract, this Contract will commence on the Commencement Date and all minimum or initial terms specified in Quotient Quote will be extended to additionally include the Strategy Month.

5. CLIENT'S OBLIGATIONS

- (a) During the performance of the Services the Client at its own cost will and will ensure that the Client's staff and agents will:
- (i) co-operate with Four Dots Australia PTY LTD as Four Dots Australia PTY LTD reasonably requires;
 - (ii) provide the information and documentation that Four Dots Australia PTY LTD reasonably requires; and
 - (iii) make available to Four Dots Australia PTY LTD such facilities as Four Dots Australia PTY LTD reasonably requires.
- (b) If the Client does not provide, within a reasonable time period, the facilities that Four Dots Australia PTY LTD reasonably requires to perform the Services, the Client must pay any additional costs and expenses which are reasonably incurred by Four Dots Australia PTY LTD.

6. CONFIDENTIALITY

- (a) A party, the recipient of Confidential Information must:
- (i) treat all Confidential Information as confidential and not make public or disclose to any other person that Confidential Information unless it has first obtained the written consent of disclosing party to do

so; and

- (ii) prevent third parties from gaining access to the Confidential Information. At the termination of this Contract, or when directed by the disclosing party, the recipient must:
 - (iii) return to disclosing party all Confidential Information, including all copies of the Confidential Information or any extracts or summaries of the Confidential Information that the recipient makes; and
 - (iv) if requested by the disclosing party in writing, erase and destroy any copies of any Confidential Information of the disclosing party in the recipient's possession or control; and
 - (v) if, in the case of software license provided by Four Dots Australia PTY LTD to the Client, if requested by Four Dots Australia PTY LTD in writing, the Client must immediately erase and destroy any copies of any such software in the Client's possession or control or that may have been loaded onto a computer possessed or controlled by the Client.
- (b) Each party acknowledges that damages may be an inadequate remedy for breach of this clause and that the affected party may obtain injunctive relief against the other party for any breach of this clause.
- (c) This clause survives the termination or expiry of this Contract.

7. INTELLECTUAL PROPERTY

- (a) All pre-existing Intellectual Property rights which are owned by either party as at the date of this Contract or are developed by that party independently from this Contract will at all times remain owned by that party exclusively.
- (b) All Intellectual Property Rights in the outcome of the Services ("**Created IP**") will immediately vest in Four Dots Australia PTY LTD upon creation, unless otherwise provided for in Quotient Quote. Four Dots Australia PTY LTD will grant to the Client an exclusive, non-transferrable license to Created IP to the extent required for the Client to benefit from the outcome of the Services as provided by this Contract.
- (c) All Intellectual Property provided by Four Dots Australia PTY LTD to the Client, its employees or agents, is for the Client's exclusive use.
- (d) The Client shall make no commercial use of Four Dots Australia PTY LTD' Intellectual Property without the prior written consent of Four Dots Australia PTY LTD.
- (e) Notwithstanding anything to the contrary in this Contract, the Client acknowledges and agrees that the Services may incorporate certain third party software ("**Third Party Software**") and that the Client's license of, use of and obligations with respect to the Third Party Software are subject to third party license terms applicable to Third Party Software. At the expiry or termination of this Contract, the Client's license (if any) to use the Third Party Software will immediately cease and the Client must comply with subclause (b) of this clause.
- (f) The Client indemnifies Four Dots Australia PTY LTD fully against all liabilities, costs and expenses which Four Dots Australia PTY LTD may incur as a result of any breach of this clause by the Client.
- (g) The Client agrees that Four Dots Australia PTY LTD may use the Client's name and logo for the purpose of Four Dots Australia PTY LTD' marketing and publicity.
- (h) This clause survives the termination or expiry of this Contract.

8. PRIVACY

- (a) Four Dots Australia PTY LTD handles personal information in accordance with its Privacy Policy, which is available at <https://fourdots.com.au/privacy-policy>.

9. CREDIT

- (a) The Client and the Guarantor(s) agree for Four Dots Australia PTY LTD to obtain from a credit-reporting agency a credit report containing personal credit information about the Client and Guarantor(s) in relation to credit provided by Four Dots Australia PTY LTD.
- (b) The Client and the Guarantor(s) agree that Four Dots Australia PTY LTD may exchange information about the Client and Guarantor(s) with credit providers for the following purposes:
 - (i) To assess the Client's and/or Guarantor's credit worthiness;
 - (ii) To notify other credit providers of a default by the Client and/or Guarantor(s); and
 - (iii) To exchange information with other credit providers as to the status of this credit account, where the Client and/or Guarantor(s) are in default with other credit providers.
- (c) The Client and the Guarantor(s) consent to Four Dots Australia PTY LTD being given a consumer credit report to collect overdue payment on commercial credit (section 18K(1)(h) *Privacy Act 1988*).
- (d) The Client and the Guarantor(s) agree that any personal information provided by the Client and/or Guarantor(s) may be used and retained by Four Dots Australia PTY LTD for the following purposes and for other purposes as shall be agreed between the Client or Guarantor(s) and Four Dots Australia PTY LTD or required by law from time to time:
 - (i) provision and marketing of Services; of Services and/or Products by Four Dots Australia PTY LTD, its agents or distributors in relation to the Services;
 - (ii) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of the Services;
 - (iii) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and
 - (iv) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
- (e) Four Dots Australia PTY LTD may give information about the Client and/or Guarantor(s) to a credit reporting agency for the following purposes:
 - (i) to obtain a consumer credit report about the Client, and/or Guarantor(s);
 - (ii) allow the credit reporting agency to create or maintain a credit information file containing information about the Client and/or Guarantor(s).

10. WARRANTIES, LIABILITY AND INDEMNITIES

- (a) Four Dots Australia PTY LTD warrants that it will use reasonable care and skill in performing the Services.

- (b) Four Dots Australia PTY LTD provides no warranty that any result or objective can or will be achieved or attained at all or by a given completion date or any other date, whether stated in this or elsewhere.
- (c) Four Dots Australia PTY LTD must take out all insurance required by law, including workers' compensation and public liability insurance.
- (d) The Client warrants that:
 - (i) It has disclosed and will continue to disclose to Four Dots Australia PTY LTD all things which may be material to Four Dots Australia PTY LTD's decision to offer the Client this Contract.
 - (ii) All the information it has given and will continue to give Four Dots Australia PTY LTD is true and correct and not misleading.
 - (iii) It has had the opportunity to negotiate this Contract and receive independent legal advice about it.
 - (iv) It has raised any questions, issues, or concerns it has about this Contract with Four Dots Australia PTY LTD and Four Dots Australia PTY LTD has adequately responded to those matters.
- (e) The Client must indemnify and hold harmless Four Dots Australia PTY LTD, and its officers, directors, employees, and agents, from and against all claims, actions, causes of action, or liabilities, including reasonable legal fees, including which may be asserted by third parties, arising from any act or omission of the Client, its officers, directors, employees, and agents, in connection with this Contract, except those acts or omissions which are due to the serious misconduct or negligence of Four Dots Australia PTY LTD.
- (f) Notwithstanding any other provision of this Contract, Four Dots Australia PTY LTD shall have no liability (whether for breach of contract, under indemnity, negligence or on any other legal or equitable basis) to the Client for loss of use, profit, revenue, business, data, contract or anticipated benefit or saving, or for any delay, financing costs or increase in operating costs or for any special, indirect or consequential loss. Otherwise, Four Dots Australia PTY LTD' maximum aggregate liability (whether for breach of contract, under indemnity, negligence or on any other legal or equitable basis) to the Client is limited to the amount paid by the Client to Four Dots Australia PTY LTD under this Contract during the three (3) months period immediately preceding the first event giving rise to a claim. The Client must take reasonable steps to mitigate any loss it suffers or incurs under or in connection with this Contract.
- (g) Each party acknowledges that, in entering into this Contract, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Contract, and any conditions, warranties or other terms implied by statute or common law are excluded from this Contract to the fullest extent permitted by law.

11. TERMINATION

- (a) Either party may terminate this Contract or, if specified in Quotient Quote part of the Service, by giving the other party a written notice of the duration specified in Quotient Quote. If no written notice and duration is specified in the Quotient Quote, either party may terminate this Contract or part of the Service by giving the other party 30 days' written notice.

- (b) Notwithstanding subclause (a) of this clause, this Contract and Services may not be terminated during the initial (minimum) term specified in Quotient Quote.
- (c) On termination of this Contract, the Client must pay Four Dots Australia PTY LTD:
 - (i) Fees for all Services provided up to the date of termination; and
 - (ii) Fees for all Services for the remainder of the initial (minimum) term specified in Quotient Quote; and
 - (iii) all other amounts payable in accordance with this Contract; and
 - (iv) all amounts and expenditure incurred by Four Dots Australia PTY LTD in relation to commitments (third-party contracts) reasonably and necessarily incurred by Four Dots Australia PTY LTD for the purposes of providing the Services to the Client.
- (d) Either party may terminate this Contract without liability (except for liability for goods and services provided prior to the termination date) upon written notice to the other party:
 - (i) within 5 days of war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond a party's control, making it impossible, illegal or which materially affects the terminating party's ability to perform its obligations under this Contract;
 - (ii) in the event the other party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings

12. GENERAL TERMS

- (a) (Notice) A notice or other communication connected with this Contract has no legal effect unless it is in writing.
- (b) (Variation) A change to this Contract must be in writing and signed by the Client and Four Dots Australia PTY LTD.
- (c) (Assignment) A party may assign and transfer all its rights and obligations under this Contract to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this Contract.
- (d) (Waiver) If a party agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- (e) (Entire Agreement) This Contract contains the entire agreement between the parties in respect of the subject matter of this Contract and replaces any prior written or oral agreements, representations or understandings between the parties relating to such subject matter.
- (f) (Relationship) The relationship between the parties is that of a client and Four Dots Australia PTY LTD. This Contract does not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Contract.

- (g) (Severance) If any provision of this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract. It will not in any way affect any other circumstances of or the validity or enforcement of this Contract.
- (h) (Law and Jurisdiction) This Contract is governed by and shall be construed in accordance with the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales Australia.

INTERPRETATION

- (a) Headings are for reference only and do not affect interpretation.
- (b) A reference to a:
 - (i) clause, party, or schedule, is a reference to a clause, party, or schedule, to this Contract;
 - (ii) document or instrument, including this Contract, includes all of its clauses, paragraphs, recitals, parts, schedules and annexures and the document or instrument as amended, varied, novated, supplemented, or replaced from time to time;
 - (iii) party includes that party's executors, representatives, successors, liquidators, administrators, trustees in bankruptcy or similar and, where permitted, their substitutes and assigns;
 - (iv) person includes an individual, a partnership, corporation or other corporate body, joint venture, firm, trustee, trust, association (whether incorporated or not), government, government authority, or agency; and
 - (v) group of things is to any two or more of them jointly and to each of them severally.
- (c) Other grammatical forms of a term or expression defined in this Contract have corresponding meaning.
- (d) Words in the singular include the plural and vice versa.
- (e) Specific examples introduced by 'including' or similar expressions are without limitation.

SCHEDULE 1

SERVICES

Link Building

Link building is defined as creating backlinks on other websites which link back to a website. Quality of links will be defined on the Quotient Quote.

Search Engine Optimisation (“SEO”)

“Search Engine” means a tool designed to search for information on the Internet, such as Google, Bing and Yahoo.

“Search Engine Optimisation” (“SEO”) means any service which is designed to assist a website to gain a higher listing in the Search Engines.

Services may include, but are not limited to:

- Keyword research, theming, optimisation
- Link development
- Ranking, traffic and conversion reporting
- Code and copy optimisation
- Strategic & technical SEO consulting
- Internal training and transfer of best practice
- Website review and benchmarking

Pay Per Click (“PPC”) Management

“PPC Advertising” means an advertising model in which advertisers pay for clicks to their website from Search Engines and advertising networks; predominantly, but not limited to, Google Adwords, Bing Search, and Yahoo Search Marketing.

PPC Management services may include, but are not limited to:

- Ongoing PPC management strategy and delivery
- Ongoing optimisation of paid advertising campaigns, bids, landing pages, keyword strategy (as per any strategy document)

PPC Management services do not include creative elements such as banners, unless discussed and agreed upon and outlined below under “Other Services”.

Social Media Management

Services may include, but are not limited to:

- Ongoing social media management strategy and delivery
- Ongoing optimisation of paid advertising campaigns, bids, targeting strategy (as per the strategy document)

Social media management does not include community management or creative elements such as banners, unless discussed and agreed upon and outlined below under “Other Services”

Remarketing Management

Remarketing, also referred to as “retargeting”, means an advertising model in which advertisers pay for clicks to their website from advertising networks through the Adroll or similar platform. Remarketing services may include, but are not limited to:

- Ongoing Remarketing strategy and delivery
- Ongoing optimisation of Remarketing advertising campaigns, bids, targeting strategy (as per the strategy document)

Remarketing services do not include creative elements such as banners, unless discussed and agreed upon and outlined below under “Other Services”.

Site Migration

Services may include, but are not limited to:

- Pre-migration checks such as benchmarking and migration preparation
- Works as per strategy document execution
- Post-migration checks such as top level checks and final audit

Strategy

Strategy development may include development by Four Dots Australia PTY LTD, in consultation with the Client of project road map in relation to the Services.