

STANDARD TERMS & CONDITIONS OF ENGAGEMENT

1. Engagement

1.1 This Agreement comprises these terms and conditions and the description of the services described as being provided. In the event of any inconsistency, the terms and conditions in this document prevail.

1.2 The terms and conditions in this Agreement apply to the provision of the Services (referred to in clauses 2) by EZYCOM to the person identified as the Subscriber.

1.3 This Agreement constitutes the entire agreement between EZYCOM and the Subscriber. No terms are to be implied into this contract other than those implied under statute. This Agreement supersedes all previous terms and conditions relating to this engagement and any changes relating to these.

2. Our Services

2.1 If the Subscriber has opted for the SAVER subscription, the Services to be provided by EZYCOM are::

2.1.1 deliver a Do It Yourself four-week media plan at the start of the engagement, including:

- (a) a weekly activity plan dividing the media plan into five weekly tasks
- (b) eight personalised content ideas and associated templates to leverage on the Subscriber's preferred social media channel (LinkedIn, Facebook, Instagram)
- (c) one suggested story angle to approach the press or use on the Subscriber's social media, newsletter, blog)
- (d) a pitch template to submit stories ideas to journalists
- (e) a bespoke media list featuring fifteen relevant mediatic channels across one or more categories, including mainstream and specialised press, podcasts, and industry events opportunities.

2.1.2 Access to all existing and future templates & how-tos and blogs hosted on EZYCOM website for the duration of this Subscription Agreement.

2.1.3 When relevant in light of the Subscriber industry and field of work, EZYCOM will pass on relevant media opportunities & journalists' call-outs, on the occasion of their distribution by journalists.

2.1.4 Save 10% off ad-hoc projects' hourly rate.

2.2 If the Subscriber has selected the DOER subscription, the Services to be provided by EZYCOM are:

2.2.1 Everything listed under the SAVER subscription (referred to in clause 2.1), in addition to:

2.2.2 One additional story angle to approach the press or use on your own media (socials, newsletter, blog), totalising two story angles a month.

2.2.3 On request from the Subscriber:

(a) One long-form communication material or piece of written content, written on their behalf by our team, or freelancers hired by our team (maximum 800 words)

(b) One live 30-minute monthly performance review to analyse the performance of suggested ideas and help refine the next media plan as long as the subscription continues.

(c) One live 30-minute consultation call with our team to assist or answer any questions

2.2.4 Where sufficient demand from media businesses exists and where EZYCOM considers it appropriate: be put forward by our team as part of quarterly collective-industry stories submitted to journalists by EZYCOM.

2.2.5 Save an additional 5% off ad-hoc projects' hourly rate, outside of Services detailed in this Agreement, totalling 15% off.

2.3 If the Subscriber has selected the A-Lister Subscription, the Services to be provided by EZYCOM are:

2.3.1 Everything listed under the DOER subscription (referred to in clause 2.2), in addition to

2.3.2 An additional two weeks in your bespoke monthly media plan, still edited month but covering six weeks.

2.3.3 One extra suggested story angle to approach the press or use on the Subscriber's social media, newsletter, or blog), totalling three a month

2.3.4 The full implementation of the Subscriber's earned media* strategy**, incl:

(a) two outreaches to the media on behalf of the Subscriber a month to submit stories or introduce the companies to the media organisations

(b) two social media posts fully written by our team or freelancers employed by our team, on behalf of the Subscriber for the Subscriber to edit and post (maximum 1300 characters/post)

2.3.5 On request from the Subscriber:

(a) one weekly 30-minute consultation call

(b) on-demand email helpline to provide advice and guidance on how the media plan's execution.

2.3.6 Save an additional 5% off EZYCOM ad-hoc projects' hourly rate, outside of Services detailed in this Agreement.

2.4 If the Subscriber employs EZYCOM for additional ad-hoc projects or work, the Services to be provided will be those agreed in writing.

2.5 Any advice or opinion relating to the Services is provided solely for the Subscriber's benefit based on the Subscribers' circumstances and information brought to the awareness of EZYCOM by the Subscriber at the moment of the advice. Except as required by law, the Subscriber may not disclose all or any part of the advice or opinion in any way, including by publication or electronic media, to any other party without EZYCOM's written consent. EZYCOM disclaims all responsibility for the consequences of anyone, apart from the Subscriber, relying on EZYCOM's advice and/or opinion without EZYCOM's written consent. EZYCOM disclaims all responsibility for the consequence of the Subscriber relying on EZYCOM's advice and opinion in different circumstances and information than the ones brought to EZYCOM's attention at the time of the advice.

3. Duration

3.1 This Agreement commences on the date the Subscription agreement signed by both The Subscriber and EZYCOM and continues for a minimum period of three months and until the Subscriber informs EZYCOM in writing of their intention to terminate the subscriptions.

3.2 At the end of the term in clause 3.1, unless the Subscriber has informed EZYCOM of their intention to terminate this Agreement pursuant to clause 12.1, this Agreement will automatically renew, and the monthly subscription fee associated with the subscription chosen by the Subscriber will become immediately payable.

4. Fees & Refunds

4.1 The Subscriber must pay the monthly subscription fee to EZYCOM prior to EZYCOM releasing the Subscriber's media plan (referred to in Clause 2), subject to receipt of a tax invoice from EZYCOM. EZYCOM is not obliged to provide the Services until it receives the subscription fee.

4.2 Once a media plan has been made available by EZYCOM and shared with the Subscriber, the Subscriber will not be entitled to any refund or return of the monthly subscription fee, except as expressly provided for in this Agreement.

5. Subscriber Representations & Warranties

5.1 The Subscriber warrants that the information it provides to EZYCOM is true, accurate and complete, especially if the information is to then be shared with the media.

EZYCOM disclaims responsibility for all damages, financial or reputational or else, that can occur if The Subscriber shares false, inaccurate or misleading information with EZYCOM team and with the media.

5.2 The Subscriber will provide promptly to EZYCOM all reasonable and necessary assistance, including access to all current and accurate information which EZYCOM considers to be relevant to the provision of the Services.

5.3 The Subscriber must provide and update the information made available to EZYCOM where there has been a material change to that information (including but not limited to that information becoming untrue or misleading).

5.4 EZYCOM will rely on the information and material that the Subscriber or another party provides on behalf of the Subscriber. EZYCOM will not verify this information or material unless the Subscriber requests or advises EZYCOM to do so and EZYCOM agrees to do so as part of the Services. ^{L L}_{SEP SEP} The Subscriber is responsible for the completeness and accuracy of

the information and materials the Subscriber supplies to EZYCOM, and confirming any information and material provided by another party on its behalf is complete and accurate.

6. EZYCOM Representations & Warranties

6.1 EZYCOM warrants that:

6.1.1 it has the necessary skills, expertise, equipment and platform, to provide the Services;

6.1.2 it will exercise reasonable skill and care to provide the Services; and

6.1.3 the Services will be fit for their purpose as defined in, or to be reasonably inferred from, this Agreement.

6.2 EZYCOM makes no representations and warranties other than those expressly set out in clause 6.1.

6.3 The Subscriber agrees and acknowledges that EZYCOM:

6.3.1 may refuse, close or limit access to any Subscriber from its Services at its complete discretion.

6.3.2 other than the services in clause [2], the Subscriber is not guaranteed to receive media visibility or any benefit from the execution of the Services by EZYCOM;

6.3.3 has no control over the media businesses' demand for a person or organisations like the Subscriber, choice of an expert, or demand for the Subscriber's stories or expertise; and

6.3.4 has no control over the online reception and engagement generated by content suggested or written by EZYCOM and shared on the Subscriber's social media, blog, newsletter and any other owned channel;

6.3.5 may provide the Services to other people and organisations who are similar to or compete with the Subscriber and may provide them with opportunities they do not make available to the Subscriber at their complete discretion.

7. Non-Conformance

7.1 The Subscriber must inform EZYCOM immediately if the Subscriber considers the Services are not in accordance with this Agreement. The Subscriber must give EZYCOM the

opportunity to rectify the services which are being provided. If the Subscriber fails to give notice and the opportunity to rectify, EZYCOM is not liable for any alleged non-conformity.

8. Copyright & Intellectual Property

8.1 Unless otherwise agreed in writing, EZYCOM retains all copyright and intellectual property rights in all material developed, designed or created by EZYCOM in the course of carrying out the Services, including the media plan. Any new copyright and intellectual property rights which is created during the course of this Agreement vests immediately in EZYCOM.

8.2 The Subscriber warrants that all information, documents and material provided to EZYCOM will not infringe the copyright or intellectual property rights of any third party.

8.3 The Subscriber must not use the EZYCOM name or logo on any website or in any public statement without EZYCOM's prior written consent.

9. Exclusion and Limitation Of Liability

9.1 EZYCOM is not liable for any consequential loss or damage of the Subscriber.

9.2 EZYCOM's liability associated with this Agreement and the Services is limited to the most recent monthly subscription fee paid by the Subscriber (if any). EZYCOM's liability is limited to a proportion of the total direct loss and damage (including costs and interests) that is attributed to the extent of responsibility of EZYCOM for such loss and damage. The Subscriber agrees that to the extent that any loss or damage suffered by the Subscriber is attributed to any act, omission conduct, fault, or on the part of any person for whom the Subscriber is responsible (including other advisors to the Subscriber), EZYCOM and its partners and employees have no liability (in tort, contract, statute or otherwise) for such loss or damage. For the purposes of the application of any legislation relating to the appointment of liability, any claim or action taken by the Subscriber against EZYCOM under this Agreement shall be deemed to be an apportionable claim.

10. Indemnities

10.1 To the extent permitted by law, the Subscriber agrees to indemnify and keep indemnified EZYCOM, and its partners (including media businesses) and employees against all losses, liabilities, claims, costs or expenses incurred in respect of any claim or action by a third party arising from or in connection with a breach of this Agreement (including negligence). This indemnity does not apply to any liabilities, costs or expenses incurred in defending a claim by a third party which results from any wilful misconduct by EZYCOM.

10.2 EZYCOM is not liable for any losses, damages, costs or expenses arising out of errors due to the provision to it of false, misleading or incomplete information or documentation or due to any acts of omission of any other person. The Subscriber indemnifies EZYCOM from any liability it may have to the Subscriber or any third party as a result of any information supplied to EZYCOM by the Subscriber or any of its agents where such information and documentation is false, misleading or incomplete in a material respect.

11. Dispute Resolution

11.1 If there is a dispute in respect of this Agreement or the provision of the Services, the party alleging a dispute must give written notice to the other party setting out the nature of the dispute, what steps the party considers should be taken to resolve the dispute and provide a reasonable timeframe for resolving the dispute. If the dispute is not resolved within a reasonable timeframe, the parties must meet in good faith to seek to resolve the dispute. If the dispute is not resolved following the meeting, either party may terminate this agreement in accordance with clause 12.

11.2 This clause 11 does not apply where a party seeks urgent relief or payment of money under this Agreement.

12. Termination Of The Agreement

12.1 The Subscriber may terminate this Agreement at any time by providing one business day's written notice to EZYCOM.

12.2 EZYCOM may terminate this Agreement by providing written notice to the Subscriber where:

12.2.1 the Subscriber does not pay its subscription fee within 7-days of the start of the Agreement (referred to in Clause 3);

12.2.2 in EZYCOM's view, the necessary relationship of confidence no longer exists between the parties;

12.2.3 in EZYCOM's view, the Subscriber has engaged in conduct that is defamatory, misleading or inappropriate;

12.2.4 in EZYCOM's view any misconduct and or abuse or misbehaviour towards EZYCOM's employees will result in immediate termination of the Subscriber Agreement, interruption of services and ban from accessing any further Services from EZYCOM;

12.2.4 in EZYCOM's view, the Subscriber is in breach of this Agreement; or

12.2.5 EZYCOM thinks it appropriate in the circumstances, in which case EZYCOM will pro-rata refund the monthly subscription fee paid.

12.3 Upon termination of the Agreement, the Subscriber must not use the Media Profile or associate itself in any way with EZYCOM.

13. Changes

13.1 Changes to this agreement must be in writing and signed by EZYCOM.

14. Governing Law & Jurisdiction

14.1 The Agreement is governed and construed in accordance with the law of New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of New South Wales for determining any disputes or proceedings arising out of and or in connection with this Agreement.