

# UNPAUSED SERVICES AGREEMENT (CONTRACT RENEWAL)

**BETWEEN:** TRADING NAME: [REDACTED] (Client)  
ABN:  
AGREEMENT ALIAS:

**And**

**BETWEEN:** TRADING NAME: UNPAUSED (Specialist)  
ABN: 62 437 470 638  
AGREEMENT ALIAS: UNPAUSED

**DATED:** THURSDAY, 1 NOVEMBER 2018, AND AGREED TO TAKE EFFECT ON AND FROM THIS DATE.

**It is agreed by and between the Client and the Specialist as follows:**

**1) APPOINTMENT**

The Client hereby appoints the Specialist to handle all work aspects and related work required for its brand as set out on page four (4) of this Agreement.

**2) SPECIALIST SERVICES**

The Specialist shall provide to the Client, services, as set out on page four (4) of this Agreement.

**3) COMMENCEMENT & DURATION**

This agreement is deemed to commence from THURSDAY, 1 NOVEMBER 2018 and shall remain in force until the same day the following year.

**4) CONFIDENTIALITY**

The Specialist and Client shall maintain and continue absolute confidentiality as agreed and signed upon in the Client's Non-Disclosure Agreement signed on 7 January, 2018, and in the Specialist's Non-Disclosure Agreement signed on the same day.

**5) GOVERNING LAWS**

The Client and the Specialist shall comply with all statutory regulations. This Agreement will be subject to Australian laws.

**6) SPECIALIST FEES AND REMUNERATION**

Upon engagement, the Client agrees to pay the Specialist the retainer fee of 4,800.00 Australian Dollars. This amount will be payable immediately on the same day as the agreement date. All out-of-pocket expenses such as outstation travel, accommodation, etc. incurred by the Specialist, as part of

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this assignment, would be borne by the Client. Such out-of-pocket expenses will be incurred by the Specialist only after specific approval from the Client. Similarly, charges for any other services if applicable will be charged as extra only after specific approval from the Client.

### **7) PAYMENT TERMS**

The Client agrees to pay the Retainer Fees expressed in Invoices sent to The Client before the due date displayed on the invoices. All other charges will be included within the Invoices and the Client acknowledges that late payments will incur a late payment fee of 1.5% of the total amount owed, per week, starting from the first day late or against the discretion of The Specialist in special circumstances.

### **8) INDEMNITY**

The Specialist shall indemnify and keep the client indemnified against all losses, expenses, or damages that may be suffered by the Client due to any default or breach of terms by the Specialist under this agreement. The Client shall indemnify and keep the client indemnified against all losses, expenses, or damages that may be suffered by the Specialist due to any default or breach of terms by the Client under this agreement.

### **9) NON-SOLICITATION**

Both the Client and the Specialist hereby covenant that during the term of this agreement and for a period of one year following its termination or expiration, it shall not, without the previous written consent of the other party, employ or contract the services of any person who was employed by the party at any time during a period of 12 months preceding the date on which the offer for employment is made to the party.

### **10) FORCE MAJEURE**

Neither the Client, nor the Specialist, shall be liable for any default, delay, or lapse occurring due to events beyond their control including riot, strike, theft, war, or acts of God and/or nature.

### **11) EVALUATION**

The Client and the Specialist shall evaluate progress under this agreement at least once every three (3) months and take corrective action as may be required.

### **12) MODIFICATION IN TERMS**

Any changes in the terms and conditions contained herein shall have effect only prospectively, and shall be valid only if recorded in writing and signed by the authorized officials of the Client and the Specialist.

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### 13) WAIVER

The Failure of either party at any time to enforce any provision of this Agreement, shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breaches. Any waiver shall be valid only if it is recorded in writing and signed by the authorized officials of the Client and the Specialist.

### 14) TERMINATION

Either party may terminate this agreement by giving 1 month's written notice to the other, without assigning any reason whatsoever. The obligations of the parties shall continue during the notice period.

### 15) ARBITRATION

Any dispute, difference or question arising out of this agreement shall be settled amicably between the parties, failing which the same shall be referred to arbitration under Australian law, which the place of arbitration shall be Australia.

### 16) NOTICES

Any or all notice to be given by the parties hereto to each other under this agreement shall be in writing and shall be transmitted (a) by registered post or by courier service or by personal delivery, as elected by the party giving such notice, at the addresses of the parties associated or (b) emailed electronic correspondence exclusive to an email provided to the agency by the client at the start of this agreement.

### FEE

The Client agrees to pay a retainer fee of 4,800.00 Australian Dollars each month, per month, following the terms as laid out in this Agreement. Invoices will be made monthly as per Clause (7). This fee is not inclusive of the commission for the separate Independent Contractor Agreement signed on the 21 March, 2018 for outsourcing services.

### TIME

Both The Client and Specialist agree that the needed time for the services outlined on page four (4) of this Agreement is equal to approximately [REDACTED] hours of labour each week, spread across the week, inclusive of meeting times at The Clients office located at [REDACTED]. This does not include the time needed for separate clients in the Independent Contractor Agreement signed on the 21 March, 2018 for outsourcing services, but does include the time to organise and manage the growth of the department.

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## WORK ASPECTS & SERVICES

- 1) Help develop and advise on digital marketing strategies across owned, earned, and paid media channels and, over time, eventually supervise the execution of all Marketing, Public Relations, and Social actions through The Client's own staff.
- 2) Create engaging programs with a cohesive point-of-view and brand voice to growing membership and engagement within the community space of The Client and their followers, own clients, and network.
- 3) Partner across The Clients teams to advise and help develop engaging, brand-right, and customer-centric content programs and ensure alignment across channels and team members.
- 4) Think big and outside the box on new opportunities; finding ways to innovate and creatively leverage what's new and culturally trending.
- 5) Help advise on and manage marketing and advertising budgets and develop/evolve analytics to quantify the effectiveness of The Clients platforms.
- 6) Develop, test and lead the implementation of new ways to integrate marketing into the website experience and vice versa.
- 7) Develop, test and lead the implementation of new website technologies and constantly maintain the website for bugs, fixes, and changes.
- 8) Develop, test, and lead the implementation of system technologies and digital architecture to help grow the business and brand both internally and externally.
- 9) Ensure risks in digital marketing, including but not limited to, environmental, political, financial, legal and regulatory, are identified and that appropriate systems are in place which effectively monitor and manage those risks.
- 10) Continue the implementation and growth of an in-house agency which involves the digital services included in the Independent Contractor Agreement signed on the 21 March, 2018 and act as the departments Director/Chief Officer.

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**EXECUTED BY:**

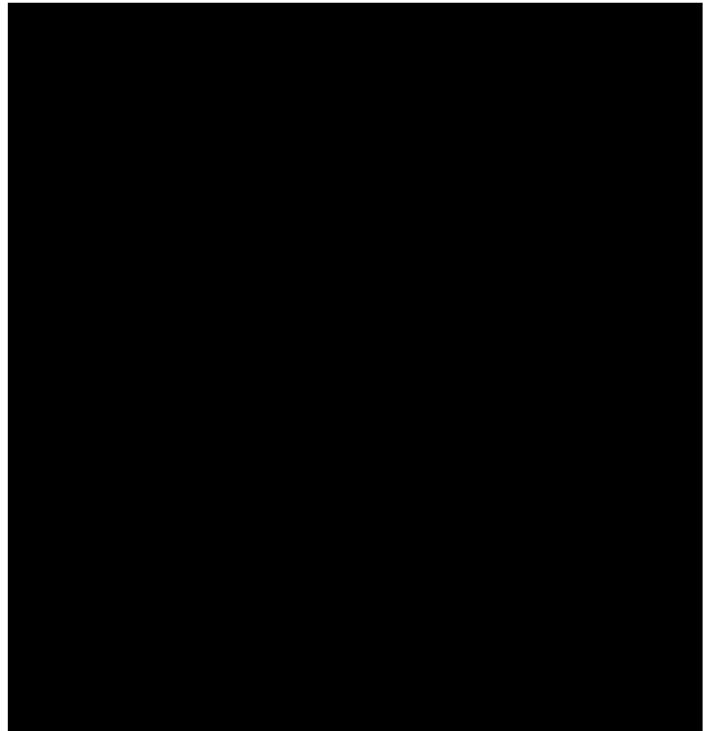
TRADING NAME:  
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REPRESENTATIVE SIGNATURE



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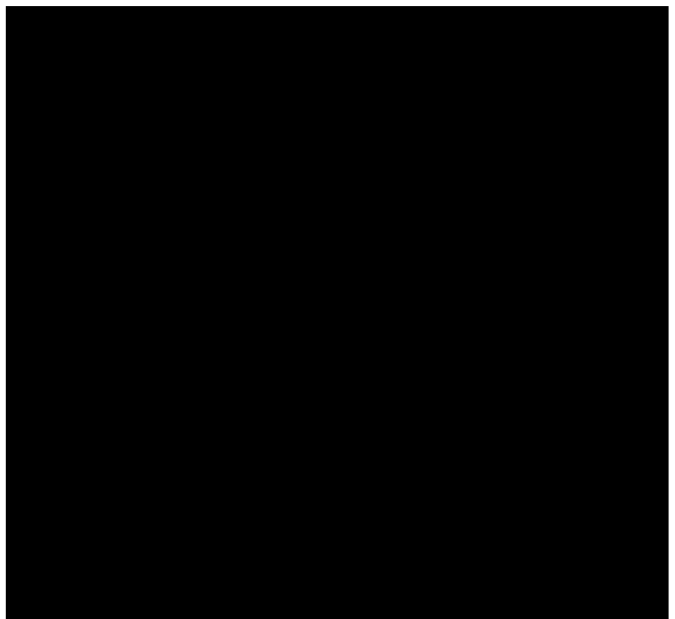
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