

MUMPOWER GIFTED INFLUENCER CONTENT CREATOR AGREEMENT

SCHEDULE:

Brand	Williams C/- Mumpower Marketing Pty Ltd PO Box 6139, Cromer, VIC, 3193 Email: jnewton@mumpower.com.au
Services	<p>Content creator to receive collaboration products to subsequently produce and publish content to designated social accounts, that meet the requirements of the brand brief guidelines supplied.</p> <p>Post to: [influencers social account]</p> <p>Correct social handles (only need to tag on the same platform): Instagram: @williamsshoes</p> <ul style="list-style-type: none"> • Where applicable, tag @mumpower_au • #AD at beginning of post • Required hashtags: As per the brief <ul style="list-style-type: none"> • Call to action: Visit the Williams website or Williams store to get your Back to School deal which is available for an exclusive promotional price for a limited time only. Content to talk to promotional price as well as product range and expert fitting. • Content to be published at a time/date that suits the content creator best performing days/time that are within the key promotional timeframes advised by Mumpower (Late December 2024 – 18 January 2025)
Deliverables	<p>1 x Social post on Instagram as per brief supplied 1 x written review to https://www.productreview.com.au/listings/williams-shoes</p> <p>Influencers to join Mighty Scout (influencer marketing platform) so that Mumpower and brand automatically receive reporting metrics for brand content. https://mightycheck.com/2f91-mumpower</p>
Products	Williams shoes to the value of \$300 to promote Back to School
Permitted Retailers	Williams https://www.williamsshoes.com.au/
Approval Process	No approvals required prior to posting but content must adhere to brief guidelines supplied
Content Creator Benefits	\$300 store voucher provided initially to enable content creation
Content Rights	<p>An exclusive, assignable, sub-licensable, worldwide licence for a period of twelve (12) calendar months from the date of the Content Creator posting the Created Content to their social media accounts (“Licence Period”) to save and:</p> <ol style="list-style-type: none"> a) upload the Created Content organically on any social media accounts (including, but not limited to, Instagram, Facebook, Twitter, TikTok, LinkedIn and YouTube) maintained by the Brand, the Brand’s agent, any Permitted Retailers (if any) or any Interested Parties; b) use the Created Content on the Brand’s, the Brand’s agent’s, any Permitted Retailers’ (if any) or any Interested Parties’ website; and c) use the Created Content in any electronic direct mail marketing to be sent to the Brand’s, the Brand’s agents, the Permitted Retailer’s (if any) or the Interested Parties’ clients or on any internal marketing communication by any of them; and

	<p>d) Along with the boosting rights in clause 10(A)(b) of this Agreement, for the avoidance of any doubt, the Brand, the Brand's agent, Permitted Retailers and any Interested Parties may use the Created Content on any paid ads on social platforms for 90 days after the Content Creator has posted it unless otherwise agreed with the Content Creator.</p> <p>the Content Creator agrees that the Brand, the Brand's agent, any Permitted Retailers and the Interested Parties will not be required to remove any such Created Content posted by any of them during the Licence Period following expiration of the Licence Period.</p>

RECITALS:

- A. The Brand wishes to engage the Content Creator to assist in the promotion of the Brand and the Products.
- B. The Content Creator agrees to provide the Services and render to the Brand the Deliverables in accordance with the terms of this Agreement.

By electronically accepting the Content Creator Agreement and Terms and Conditions of this Agreement, you warrant that you have authority to sign on behalf of the Content Creator and bind the Content Creator to this Agreement.

Signed for and on behalf of the Brand by the duly authorised representative of its agent:



 Authorised Representative

Christie Nicholas

 Full name

18/10/2024

 Date

Content Creator Agreement Terms and Conditions

1. DEFINITIONS

- A. In this Agreement, unless otherwise stated:
- a) **“Agreement”** means this agreement as may be amended and includes the Schedule.
 - b) **“Approval Process”** means the process for the Brand pre-approving Created Content prior to the Content Creator uploading it as a Social Media Post, as set out in the Schedule (if any).
 - c) **“Brand”** means the party named as such in the Schedule.
 - d) **“Brand Materials”** means any materials provided by the Brand to the Content Creator, including any content and briefing materials required to enable the Content Creator to perform the Services.
 - e) **“Confidential Information”** means the following information provided by the disclosing party (**“Discloser”**) to the receiving party (**“Recipient”**) for or in connection with the Purpose:
 - i. information designated as confidential by the Discloser;
 - ii. information imparted in circumstances of confidence; or
 - iii. information that the Recipient knows, or ought to know, is confidential;but does not include Excluded Information. Confidential Information may be disclosed in written or other tangible form or by oral, visual or other means.
 - f) **“Content Creator”** means the party named as such in the Schedule.
 - g) **“Content Creator’s Audience”** means the followers on the Content Creator’s Channels.
 - h) **“Content Creator Benefits”** means the Content Creator benefits (if any) set out in the Schedule.
 - i) **“Content Creator’s Channels”** means the social media accounts and platforms on which the Content Creator is to upload any Social Media Post in accordance with this Agreement.
 - j) **“Content Rights”** has the meaning given to the term in the Schedule.
 - k) **“Created Content”** means any content created as part of the Services, and includes the Deliverables.
 - l) **“Deliverables”** means the deliverables to be provided by the Content Creator to the Brand under this Agreement, as set out in the Schedule to this Agreement.
 - m) **“Excluded Information”** means information that:
 - i. was publicly known at the time of the Discloser’s communication thereof to the Recipient;
 - ii. becomes publicly known through no breach of this Agreement by the Recipient;
 - iii. was in the Recipient’s possession free of any obligation of confidence at the time of the Discloser’s communication thereof to the Recipient;
 - iv. is developed by the Recipient independently of and without reference to any of the Discloser’s Confidential Information;
 - v. is obtained by the Recipient from third parties who are not known by the Recipient to be in breach of any confidentiality obligation to the Discloser;
 - vi. is publicly disclosed by the Discloser or identified by the Discloser as no longer proprietary or confidential; or
 - vii. is expressly permitted to be disclosed under the terms of this Agreement.
 - n) **“Fees”** means the fees (if any) set out in the Schedule, which are inclusive of any amounts payable to the Content Creator under or in connection with this Agreement.
 - o) **“GST”** has the meaning given to it under A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - p) **“Insolvency Event”** means and includes:
 - i. the making of an arrangement, compromise or composition with, or assignment for the benefit or, one or more creditors of a party;
 - ii. the appointment of administrators, liquidators, receivers, a bankruptcy trustee or analogous person to, or over, all or part of a party’s business, assets or securities;
 - iii. an application being made, or a resolution being proposed, which seeks to effect such an appointment other than for a solvent reconstruction; and
 - iv. the existence of a legislative presumption of insolvency in relation to a party.
 - q) **“Intellectual Property Rights”** means all present or future intellectual property rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs,

Confidential Information and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise.

- r) **“Interested Parties”** mean any related entities, parties who have licensed rights to the Brand to create the Products featured in the Created Content, unpaid media partners or other similar third-parties who may be interested in sharing the Created Content.
- s) **“Permitted Retailers”** mean the retailers noted as such in the Schedule.
- t) **“Post”** has the meaning given to the term on the social networking platform known as Instagram.
- u) **“Products”** mean the Products set out in the Schedule.
- v) **“Purpose”** means the purpose of completing a Party’s obligations under this Agreement.
- w) **“Reel”** has the meaning given to the term on the social networking platform known as Instagram.
- x) **“Schedule”** means the schedule at the beginning of this Agreement.
- y) **“Services”** means the services to be provided by the Content Creator for the benefit of the Brand under this Agreement, as set out in the Schedule to this Agreement.
- z) **“Social Media Posts”** mean any Posts, Reels, videos or Stories required under this Agreement to be posted to the Content Creator’s Channels by the Content Creator.
- aa) **“Story”** or **“Stories”** has the meaning given to the term on the social networking platform known as Instagram.

B. In this Agreement, unless otherwise stated:

- a) the clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- b) words in the singular number include the plural and vice versa and words importing a gender include any other gender;

- c) a reference to a person includes a partnership and a body, whether corporate or otherwise;
- d) obligations under this agreement affecting more than one party bind them jointly and each of them severally;
- e) a reference to a clause is a reference to a clause or subclause of this Agreement;
- f) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- g) references to a party are references to a party to this Agreement and are intended to bind their executors, administrators and permitted transferees; and
- h) a reference to an amount of money is a reference to the amount in the lawful currency of Australia.

2. DURATION

This Agreement commences on the date on which it is signed by the last party to sign and continues until the parties have completed their obligations under this Agreement, unless otherwise terminated prior pursuant to the terms of this Agreement.

3. SERVICES

- A. The Content Creator agrees to perform the Services on the due dates for their performance, as set out in the Schedule or as otherwise agreed with the Brand in writing.
- B. If an Approval Process is stated in the Schedule, then the Content Creator must follow that Approval Process prior to uploading a Social Media Post to the Content Creator’s Channels.
- C. If no specific Approval Process is stated in the Schedule, then if requested by the Brand, the Content Creator must submit a draft Social Media Post to the Brand for the Brand’s approval at least 24 hours prior to the date on which the Content Creator is required to upload any Social Media Post required under this Agreement. The Content Creator must then only upload a Social Media Post to the Content Creator’s Channels after

receiving written approval from the Brand to upload the Social Media Post.

including any component of GST payable (if any).

- D. In providing its approval of any Social Media Post, the Brand must not require any amendments which would amount to a breach by the Content Creator of clause 9, 10 or 16 of this Agreement if such amendments were made.
- E. Unless specific posting dates and / or times are set out in the Schedule, in which case those posting dates and / or times should be observed, any Created Content required to be uploaded by the Content Creator to the Content Creator's Channels must be uploaded by the Content Creator at optimal times for posting to achieve maximum reach and engagement for the Social Media Posts.
- F. Any Created Content must feature high quality imagery and / or video, as applicable, and be filmed with quality lighting.
- G. Any Created Content must be created in accordance with the most up to date campaign brief provided by the Brand to the Content Creator shaping the content.

4. DELIVERABLES

In addition to the Services, the Content Creator agrees to provide the Deliverables to the Brand on the due dates, or at the frequency, or as otherwise required, as set out in the Schedule.

5. CONTENT CREATOR BENEFITS / FEES AND EXPENSES

- A. In full consideration of the Content Creator performing the Services and providing to the Brand the Deliverables in accordance with the terms of this Agreement, the Brand agrees to:
 - a) make available to the Content Creator, the Content Creator Benefits (if any) in accordance with the terms of this Agreement; and / or
 - b) subject to clause 5(B), 5(D) and 17(M)(b) of this Agreement, cause the Brand's agent to pay to the Content Creator, the Fees (if any) within fourteen (14) days of the date on which the Content Creator provides the Brand's agent with a valid tax invoice for the Fees,

- B. The Content Creator must send the Brand's agent a valid tax invoice for the Fees (if any) issued in the name of the Brand's agent only after the Content Creator has provided the Services.
- C. The Brand and the Content Creator agree that unless otherwise stated in the Schedule, the Fees (if any) are inclusive of any GST.
- D. The Content Creator acknowledges and agrees that any timeframes set out in the Schedule are essential to the performance of the Services and the rendering of the Deliverables, and that the Content Creator Benefits and / or Fees, as the case may be, will not be made available and / or paid to the Content Creator, as the case may be, in the event of the Content Creator failing to provide the Services and / or Deliverables in accordance with those timeframes except in cases where:
 - a) the non-performance was outside of the Content Creator's reasonable control;
 - b) the Content Creator advised the Brand of such delay as soon as it became known by the Content Creator; and
 - c) the Brand and the Content Creator agreed in writing on a revised timeframe for the performance of the Services and the rendering of the Deliverables.
- E. Where Content Creator Benefits are to be made available to the Content Creator by the Brand, the Content Creator acknowledges and agrees that the Content Creator Benefits will be made available to the Content Creator by the Brand as set out in the Schedule on the same terms and conditions on which the Brand ordinarily provides the Content Creator Benefits to other customers, save for any obligation on the Content Creator to pay a fee.
- F. Except as otherwise expressly set out herein, the Content Creator is responsible for paying any expenses incurred by the Content Creator in conducting the Services and providing the Brand with the Deliverables.

- G. The Brand and the Content Creator agree that the value of the Fees (if any) and / or the Content Creator Benefits (if any) made available to the Content Creator by the Brand under this Agreement is equal to the value of the Services and Deliverables provided by the Content Creator to the Brand.
- H. The Content Creator agrees that the Fees are to be paid to the bank account of the Content Creator's agent where a written direction or authority is provided to the Brand or the Brand's agent by the Content Creator or the Content Creator's agent to this effect.

6. INTELLECTUAL PROPERTY AND CONSENTS

- A. The Parties agree that the Brand owns, or has a right to, the Intellectual Property Rights in the Brand Materials, the Products and the Brand's registered and unregistered trade marks and nothing in this Agreement purports to assign to the Content Creator any Intellectual Property Rights in the Brand Materials, the Products or the Brand's registered and unregistered trade marks.
- B. The Brand agrees to provide the Content Creator with a royalty free non-exclusive right to use the Brand Materials only to the extent reasonably required to perform the Services.
- C. The Parties agree that, save as otherwise set out herein, the Content Creator will own the Intellectual Property Rights in the Created Content.
- D. In consideration of the payment of the Fees (if any) and / or the provision of the Content Creator Benefits (if any), the Content Creator provides the Brand with the Content Rights.
- E. The Brand agrees that when posting Created Content to the Brand's social media accounts or website, the Brand will credit and / or tag the Content Creator in the post, as may be applicable in the circumstances.
- F. The Content Creator expressly agrees that the Brand may sub-licence the licence set out in clause 6(D) of this Agreement to the

Brand's agent, to the Permitted Retailers and to any Interested Parties.

- G. The Content Creator expressly agrees that in consideration of the Content Creator Benefits made available to the Content Creator by the Brand (if any) and / or the Fees paid by the Brand (if any), the Brand, the Brand's agent, any Permitted Retailers and any Interested Parties may use the Content Creator's name, likeness and any photograph or video content of the Content Creator created pursuant to this Agreement on any website or social media platform operated by the Brand, the Brand's agent, any Permitted Retailers or any Interested Parties, or any electronic direct mail or internal marketing communications sent by any of them.

7. CONFIDENTIALITY

- A. The Recipient acknowledges and agrees that the Confidential Information is valuable.
- B. In consideration for the Discloser providing the Confidential Information to the Recipient, the Recipient accepts and agrees to keep the Confidential Information confidential in accordance with the terms of this Agreement.
- C. The Recipient shall not use or disclose the Discloser's Confidential Information other than in accordance with this Agreement, and shall use the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care.
- D. The Recipient may allow access to Confidential Information received hereunder to its personnel who have a need to know, for the purpose of this Agreement, and who are directed to protect the received Confidential Information from unauthorised use and disclosure.
- E. The Recipient will:
 - a) take appropriate actions by instruction, agreement or otherwise, with their respective personnel who are permitted access to the Discloser's Confidential Information or any part thereof in accordance with this Agreement, to inform them

of this Agreement and to direct them to comply with the terms expressed herein;

- b) not disclose to any person or entity other than their respective personnel who are permitted access to the Discloser's Confidential Information; and
 - c) be responsible for disclosure by any of its personnel not in accordance with the terms of this Agreement as if such disclosure had been by Recipient itself.
- F. The Recipient acknowledges that, except as otherwise provided in this Agreement, the Confidential Information disclosed under this Agreement (including information held in electronic storage media) shall be and remains the sole property of the Discloser at all times and that, except where otherwise expressly provided for in this Agreement, this Agreement does not convey to the Recipient or any of its personnel any proprietary or other interest in the Confidential Information.
- G. Except as otherwise provided in this Agreement, all such information in tangible form shall be returned to the Discloser or destroyed promptly upon the Discloser's written request, or upon termination of this Agreement, and shall not thereafter be retained in any form by the Recipient or its personnel.
- H. Notwithstanding clauses 7(F) and 7(G) of this Agreement, copies of Confidential Information that are required to be retained by law or regulation or audit requirements, or that are created pursuant to any automated archiving or back-up procedures which cannot reasonably be deleted may be retained, however, such Confidential Information shall continue to be subject to the terms of this Agreement.
- I. The Recipient acknowledges and agrees that any violation of this clause 7 of this Agreement may cause irreparable injury to the Discloser for which monetary damages alone may not be an adequate remedy. Therefore, the Parties agree that, in the event of a breach or threatened breach of clause 7 of this Agreement, the Discloser shall be entitled to seek specific

performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of proving the inadequacy of legal remedies. Notwithstanding the foregoing, any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages or any other remedies allowed at law or in equity.

8. THE BRAND OBLIGATIONS

The Brand agrees:

- A. to provide the Content Creator with any Brand Materials (if any), as soon as is practicable to enable the Content Creator to provide the Services;
- B. to cause the Brand's agent to pay the Fees (if any) and / or make the Content Creator Benefits (if any) available to the Content Creator in accordance with the terms of this Agreement;
- C. to respond to any request for approval of a draft Post within 24 hours of the request;
- D. to comply with all applicable laws and regulations in the performance of this Agreement; and
- E. not to use the Created Content in any paid advertising unless otherwise agreed in the Schedule, or as otherwise permitted under clause 10(b) of this Agreement.

9. CONTENT CREATOR OBLIGATIONS

The Content Creator agrees:

- A. to perform the Services personally, unless otherwise agreed in writing by the Brand;
- B. to comply with all applicable laws and regulations in the performance of this Agreement;
- C. to provide the Services with due skill and care and within the timeframes required;
- D. to promptly amend any Social Media Post, if and as requested by the Brand;
- E. to monitor any Social Media Post uploaded by the Content Creator in connection with this Agreement and

promptly delete any comments which may be found to be misleading or inaccurate, or as otherwise requested by the Brand to be deleted;

- F. without limitation to clause 3(B) or 3(C) of this Agreement, to ensure any Social Media Post uploaded by the Content Creator in connection with this Agreement fits naturally within the style and format of the Content Creator's usual content on the Content Creator's Channels;
- G. not to amend, delete or archive any Social Media Posts uploaded by the Content Creator in connection with this Agreement or any comments on any Social Media Posts for a period of six (6) months from the date of uploading the Social Media Post, except as otherwise required pursuant to clause 9(D) or 9(E) of this Agreement;
- H. not to disable the Content Creator's Channels during the term of this Agreement and for six (6) months after it ends;
- I. to take out and maintain reputable insurance sufficient to fully cover the Content Creator for their completion of the Services and to provide the Brand with a copy of the certificate of currency for such insurance policy if so requested by the Brand;
- J. to provide the Brand with any reporting metrics reasonably requested by the Brand in relation to the performance of any Social Media Post within seven (7) days of uploading the Social Media Post, including but not limited to:
 - a) in relation to Posts on Instagram: reach, impressions, engagements (comments, likes, shares and saves) and a brief description of any direct messages received regarding the Brand or the Products; and
 - b) in relation to Stories on Instagram: number of views, interactions (shares, replies and sticker taps), impressions, and a brief description of any direct messages received regarding the Brand or the Products;
- K. to advise the Brand of any potential or actual conflicts which may impact on the performance of the Services as soon as the Content Creator becomes aware of any such conflict;
- L. not to post any reference (visually or verbally) to anything which may be considered to:
 - a) be fraudulent, misleading, deceptive, impersonate another person or falsely represent any third party or organisation;
 - b) defame, libel, abuse, harass, stalk, insult, attack or threaten any person;
 - c) be discriminatory against any particular gender, sexual preference, age, disability, religion, marital status, race or ethnicity, political opinion or criminal record;
 - d) be a reference to illegal activities or products, alcoholic beverages, drugs, medications, cigarettes or e-cigarettes, or include any offensive, obscene, vulgar or violent references; or
 - e) be therapeutic claims about any of the Products unless otherwise first approved in writing by the Brand.
- M. to always conduct themselves on their social media accounts and publicly during the term of this Agreement:
 - a) complying with any and all applicable laws, regulations and restrictions;
 - b) complying with the terms, conditions, guidelines, and policies of any social media platform that the Content Creator utilises in the performance of the Services;
 - c) with due regard to the social image of the Brand and the Products;
 - d) free of inappropriate language and any content that promotes bigotry, racism, discrimination or any unlawful act; and
 - e) in such a way as not to bring the Brand, the Products, or any of the Brand's officers, employees, agents, retailers or representatives into disrepute;
- N. to ensure that all Social Media Posts required to be created and posted under this Agreement have a family-friendly theme;
- O. to ensure that none of the Social Media Posts required to be created and posted under this Agreement make reference to any competitors of the Brand or any third party brands in any way unless otherwise approved in writing by the Brand;

- P. to ensure that any public responses by the Content Creator to comments on the Social Media Posts show respect and courtesy to the person to which the Content Creator is responding;
- Q. not to include any reference to any trade promotion (including, but not limited to, any social media competition) in any of the Social Media Posts without the prior written approval of the Brand;
- R. to ensure that all Created Content is original work of the Content Creator to which the Content Creator owns all Intellectual Property Rights;
- S. to ensure that any natural person depicted in the Social Media Posts have provided their prior written consent to be featured as depicted, or the prior written consent of their legal guardian if they are a minor;
- T. to ensure that the Social Media Posts are free of any personal information as defined in the Privacy Act 1988 (Cth) unless the Content Creator is permitted to include such information;
- U. to ensure that the themes, visuals and language used in the Social Media Posts are suitably aimed at an adult audience, and not children;
- V. if the Services include creating and posting Stories, the Stories must include a minimum of three frames and must be saved to the account highlights on the Content Creator's Channels for a minimum of two (2) weeks after posting them, unless otherwise stated in the Schedule;
- W. if the Services include creating and posting Reels, the Reel must be a minimum of 15 seconds in length and must be visible on the Content Creator's Channels for a minimum of size (6) months, unless otherwise stated in the Schedule;
- X. if the Services include creating and posting Posts, the Post must remain visible on the grid of the Content Creator's Channels for a minimum of size (6) months, unless otherwise stated in the Schedule.

- Y, to liaise with the brand via Mumpower for the duration of the deliverables of this Agreement and cease from any direct partnership with the brand for a period of 3 months from the completion of all deliverables of this agreement, unless otherwise agreed with Mumpower.

10. SPONSORSHIP DISCLOSURE AND BRANDED CONTENT

- A. The Parties agree that the Content Creator will, at the time of posting any Created Content (or any other content which might promote the Brand or the Products) on the Content Creator's Channels:
 - a) use the branded content tools available on the platform (if any) tagging the Brand as the business partner;
 - b) enable the Brand to boost a Social Media Post for at least 90 days after the Social Media Post is uploaded (where possible on the relevant social media platform); and
 - c) if the Schedule states any hashtags for inclusion in a Social Media Post, use the hashtags set out in the Schedule (if any) in the caption for the Social Media Post;

to disclose the sponsored nature of the Social Media Posts.

11. LIABILITY AND INDEMNITY

- A. The Content Creator agrees to indemnify the Brand and its agent against any and all claims, loss, liability, damages, costs and expenses (including any indirect, special and consequential loss and legal costs on a solicitor and own client basis) that the Brand or its agent suffers directly or indirectly as a result of or arising out of the Content Creator's breach of this Agreement or any warranty provided under clause 16 of this Agreement being incorrect.
- B. To the maximum extent permitted by law, the Brand and its agent is not liable for, and the Content Creator agrees to release the Brand and its agent and hold the Brand harmless from any claims, loss, liability, damages, costs and expenses (including any indirect, special and consequential loss and legal costs on a solicitor and own client basis) arising out of or in relation to any injury sustained or

illness suffered by the Content Creator in performing the Services.

- C. Each party's liability to the other under this Agreement is reduced proportionally to the extent that the liability arises as a direct result of an act or omission of the other party.
- D. The Content Creator expressly acknowledges and agrees that the Brand holds the benefit of the indemnity set out in clause 11(A) of this Agreement in relation to its agent, on trust for its agent, and therefore may also take action against the Content Creator to recover on behalf of its agent under the indemnity set out in clause 11(A) of this Agreement.

12. RESTRAINT

In consideration of the Parties entering into this Agreement, the Content Creator Benefits to be made available to the Content Creator under this Agreement (if any), and / or any Fees payable to the Content Creator and to reasonably protect the goodwill of the Brand, the Content Creator agrees that without the prior written consent of the Brand, the Content Creator must not, whether directly or indirectly, during the term of this Agreement and for a period of three (3) months thereafter:

- A. promote, or be involved in the promotion of a business which would reasonably be considered to compete for business with the Brand; or
- B. authorise or permit the use of the Content Creator's name, likeness, voice, image or endorsement to be used directly or indirectly by any business which would reasonably be considered to compete for business with the Brand.

13. NOTICES

All notices required or permitted to be made pursuant to this Agreement shall be sufficiently given by mailing the same by registered mail to the Parties at their respective addresses set out in this Agreement, or by sending the notice by email to the email address/es set out in this Agreement, or at such other addresses as may be substituted by written notification.

14. DISPUTE RESOLUTION

- A. Each of the parties agree to use reasonable endeavours to resolve any dispute that arises in connection with this Agreement by mediation before bringing a

legal claim or starting legal proceedings against the other.

- B. Nothing in this Agreement prevents any party from seeking any urgent relief in relation to that party's rights under this Agreement.

15. TERMINATION

- A. Either party to this Agreement can terminate this Agreement with cause by providing the other Party with written notice of the termination to take immediate effect:
 - a) where the other Party has breached a material term of this Agreement which is unable to be remedied;
 - b) where another Party has breached a material term of this Agreement and failed to remedy that breach within fourteen (14) days of being requested to do so where the breach is capable of being reasonably remedied; or
 - c) if the other party suffers an Insolvency Event, is unable to pay all of its debts as and when they become due and payable, suspends payment of such debts or otherwise ceases to carry on business.
- B. The Brand can immediately terminate this Agreement with cause by notice in writing to the Content Creator if:
 - a) the Brand considers (acting reasonably) that the Content Creator has breached clause 3, clause 9 or clause 10 of this Agreement;
 - b) the Content Creator significantly violates generally accepted standards of behaviour in Australia, as reasonably determined by the Brand;
 - c) the Content Creator is convicted of any criminal offence;
 - d) the Content Creator dies or becomes incapacitated in a way such that, in the reasonable opinion of the Brand is no longer suitable to perform the Services;
 - e) the Content Creator makes a statement either orally or in writing in disparagement of the Brand, its officers or personnel, or any of the Products;
 - f) the Content Creator is under the influence of any substance which impairs the ability of the Content Creator to provide the Services.

- C. The Brand may terminate this Agreement by notice in writing to the Content Creator if:
- a) there is a change of circumstances beyond the Brand's reasonable control which prevents the Brand from being able to provide the Content Creator Benefits to the Content Creator; or
 - b) if the Brand ceases to carry on the business offering the Products.
- D. Termination of this Agreement does not affect any accrued rights of either Party or any provision of this Agreement that continues to apply.
- E. In the event that the Content Creator fails to perform the Services or deliver to the Brand the Deliverables in accordance with the terms of this Agreement:
- a) the Content Creator must either return to the Brand any Content Creator Benefits already received by the Content Creator in unopened and unused condition, or pay to the Brand the full recommended retail price of the Content Creator Benefits received;
 - b) the Content Creator must refund to the Brand any Content Creator Fees paid in advance to the Content Creator; and
 - c) the Brand will not be required to pay to the Content Creator the Fees (if any) or provide the Content Creator Benefits to the Content Creator (if any).
- F. Following termination of this Agreement, the Content Creator agrees not to post any further content on the Content Creator's Channels which might promote the Brand and / or its Products if so requested by the Brand.
- G. The obligations set out in clauses 6 (Intellectual Property), 7 (Confidentiality), 9(B), 9(D), 9(E), 9(G) and 9(H) (Content Creator Obligations), 10 (Sponsorship Disclosure), 11 (Liability and Indemnity), 12 (Restraint), 13 (Notices), 14 (Dispute Resolution), 15(D), 15(E), 15(F) and 15(G) (Termination), 16 (Warranty), 17 (Miscellaneous) and 18 (Governing Law and Jurisdiction) survive termination of this Agreement.

16. WARRANTY

The Content Creator warrants in favour of the Brand that:

- A. the Content Creator has not made any misrepresentations to the Brand about the Content Creator's Audience;
- B. the Content Creator has not purchased any of its followers and does not belong, and has not ever belonged to any engagement pods;
- C. to the best of the Content Creator's knowledge, the Created Content and the Brand's use of the Created Content in accordance with this Agreement will not infringe any third party's Intellectual Property Rights;
- D. to the extent necessary under this Agreement, the Content Creator has the right to provide the Brand with the Intellectual Property Rights in the Created Content in accordance with clause 6 of this Agreement;
- E. the Social Media Posts will not violate the rights of any person, corporation or other entity;
- F. the Social Media Posts will not contain any misrepresentation or suggestion that the Content Creator or any entity has the approval or sponsorship of any other entity which the Content Creator or it does not have;
- G. any statements in the Social Media Posts regarding the Content Creator's experience of the Products are true and correct and reflect the Content Creator's opinion regardless of the fact that the Content Creator is receiving the Content Creator Benefits and / or Fees (as the case may be);
- H. any and all opinions and views that the Content Creator states in the Social Media Posts are genuinely held by the Content Creator; and
- I. the Social Media Posts will not contain any representation or material that the Content Creator knows, suspects or ought reasonably know or suspect to be false, misleading or deceptive.

17. MISCELLANEOUS

- A. This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior written or oral agreements or undertakings regarding the subject matter.
- B. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- C. Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this Agreement, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.
- D. If any provision of this Agreement shall be held invalid, it shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
- E. The Content Creator may not assign its rights nor delegate its obligations hereunder to a third party without the prior written approval of the Brand.
- F. This Agreement, or the rights granted to the Brand under this Agreement, may be assigned by the Brand:
- a) to a related or associated entity of the Brand; or
 - b) to a third party on a sale of the Brand's business operations.
- G. Each and all of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- H. This Agreement may be executed in any number of counterparts and electronically. All counterparts when exchanged (including by electronic exchange) will be taken to constitute one document.
- I. This Agreement may be entered into by and becomes binding on the parties upon each party (or their authorised representative) signing the Agreement that has been signed by the other party (or their authorised representative) (or a photocopy or a facsimile copy or by electronic means) and transmitting a copy of it to the other party, the other party's agent or authorised representative, or to the other party's solicitor.
- J. Each Party consents to information being given to each other by an electronic communication.
- K. No amendment to this Agreement has any force unless it is in writing and agreed by both parties (or their authorised representatives).
- L. The parties each agree that:
- a) the Content Creator is engaged by the Brand as an independent contractor;
 - b) neither party has the authority to bind the other; and
 - c) this Agreement is not intended and will not be taken to constitute a partnership, agency, employment, joint venture or fiduciary relationship between the parties.
- M. Despite any other clause of this Agreement, if at any time the Brand or the Brand's agent is legally required to withhold any payments payable to the Content Creator under this Agreement pursuant to any laws relating to taxation withholdings or make any superannuation contributions on behalf of the Content Creator, the parties agree that:
- a) such amounts will be withheld or deducted from the Fees (if any) and paid by the Brand to the relevant authority or fund as required by law; and
 - b) the Content Creator will provide the Brand or the Brand's agent with all information and documentation reasonably requested by the Brand or the Brand's agent to enable the Brand or the Brand's agent to attend to such requirements; and
 - c) the Brand will provide evidence to the Content Creator of any such payment to the relevant authority or fund if required.

18. GOVERNING LAW AND JURISDICTION

- A. This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia.
- B. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia.