



The following document outlines the terms & conditions of engagement,

BETWEEN: **ArtLab Media Pty Ltd**
90 163 805 276
(the “Service Provider”)

CreativeLabs
115 Newcastle Street
Perth WA 6000
Australia

AND:

(the “Client”)

FROM DATE OF: The following terms and conditions of the Service Provider Services Agreement begin from the latest date of signature below.

VALID UNTIL: This agreement is valid until completion of contracted obligations outlined in Section 2.

1. ENGAGEMENT

- 1.a. The rights, duties, obligations and liabilities of the parties pursuant to the relationship created pursuant to this Service Agreement shall be limited to those rights, duties, obligations and liabilities set out in this Service Agreement.
- 1.b. Each of the parties agrees to execute and deliver all such other obligations and documents and to do such other acts and things as may be necessary more fully to effectuate this Service Agreement and the relationship created hereby.
- 1.c. The headings used in this Service Agreement are for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Services Agreement.
- 1.d. Unless otherwise specified herein, all dollar amounts referred to in this License Agreement are in Australian Dollars.

3. MUTUAL SUPPORT AND COOPERATION

- 3.a. During the term hereof, Service Provider & Client agrees to support one another in providing maximum promotional exposure where possible.
- 3.b. Subject to the provisions of Section 2, Service Provider agrees to provide the Services in good faith, in a professional and creative manner and in accordance with the reasonable instructions of Client.
- 3.c. Each of Service Provider and Client agrees that it will take all steps reasonably necessary, at its own expense to:
 - i. To designate key individuals to perform its obligations hereunder;
 - ii. To conduct periodic meetings of all such key individuals and others as necessary;
 - iii. To fully cooperate with all reasonable requests for assistance; and
 - iv. To take such further steps and execute such further documents as may be reasonably necessary.
- 3.d. The parties will make diligent efforts through their respective key individuals to identify the causes of any problems in the Services and to make adjustments, in an equitable fashion, in order to address and resolve such problems.

4. RELATIONSHIP

- 4.a. Service Provider and Client are acting solely as independent contractors under this Agreement. It is expressly understood and agreed by the parties hereto that nothing in this Agreement, its provisions or transactions and relationships contemplated hereby shall constitute either party as the agent, employee, partner or legal representative of the other for any purpose whatsoever, nor shall either party hold itself out as such. This Agreement creates no relationships of joint ventures, partners, associates or principal and agent between the parties hereto.

5. PAYMENT

- 5.a. Fees for creative services are calculated on the costs and management required in fulfilling the service obligations of Section 2.
- 5.b. If initial payment is indicated on the invoice, Client must pay & remit the Service Provider 30 days before day of any obligated operation. Initial Payment is required for Service Provider to purchase necessary goods to carry out agreed contracted obligations of Section 2.
- 5.c. Service Provider may subcontract artists, entertainers and creative collectives to assist in the contracted obligations. Thus, completion of any obligated operation, all invoices from the Service Provider must be paid by nominated days indicated on the invoice.

6. NON-PAYMENT

- 6.a. Failure to make payment deliveries by indicated due dates may incur a nominal daily fee, justified by the totals of outgoing invoices the Service Provider has with third party agreements.
- 6.b. If Client does not pay a bill sent by Service Provider in advance within 30 days operation obligations or the request is made, Service Provider may immediately stop acting for Client and adhere to the Termination terms of this agreement.

7. ABANDONMENT OR DISCONTINUANCE OF OPERATIONS

- 7.a. If at any time Client abandons or discontinues any operations which effect the Contracted Obligations of the Service provider, Client shall cover all costs for materials and time spent by Service Provider.

8. FORCE MAJEURE

8.a. Any failure or delay in the performance by Service Provider of its obligations hereunder shall not be a breach of this Agreement if such failure or delay arises out of or results primarily from disasters, work stoppages or slowdowns, epidemic or quarantine restrictions, unforeseen equipment failure or inability to obtain essential materials despite commercially reasonable best efforts to do so (the occurrence of any of the foregoing shall be an "Event of Force Majeure").

9. PERMITS

9.a. Client, at its sole cost and expense, shall secure and maintain in effect all necessary local permits and licenses required for the Service Provider to fulfill its contracted obligations & operation.

9.b. Client shall continue to comply with all applicable local laws, including any regulation promulgated or enforced by any regulatory body.

10. INSURANCE

10.a. If not listed otherwise in Section 2, Client shall acquire and maintain or cause to be acquired and maintained at all times during the term of this agreement a policy of liability insurance, with an inclusive limit of not less than necessary to satisfy local law requirements.

11. TERMINATION OF SERVICE AGREEMENT BY CLIENT

11.a. The Client may terminate this agreement at anytime by giving the Service Provider a written notice within 30 days of Termination.

11.b. Client must relinquish all representation of the Service Providers Obligations.

11.c. Client must respect the brand image of Service Provider and not cause any defamation.

12. TERMINATION BY SERVICE PROVIDER

12.a. The Service Provider may terminate this agreement immediately if:

- i. Client does not comply with this Agreement;
- ii. Service Provider forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between both parties; or
- iii. Services Provider believes on reasonable grounds that, by continuing to act for the Client, it may breach the professional conduct rules, which are binding upon members of the creative industry.

This agreement confides our trust and excitement in supporting your local community. By signing this document we can together connect the creative communities around the world.

ARTLAB MEDIA PTY LTD

(Company)

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title