

ACUPUNCTURE SESSION AGREEMENT (‘Agreement’)

This Agreement is made between:

The client whose details appear on the attached invoice (‘Client’)

And:

Sounds Like Design of PO Box 1376, Booragoon, Western Australia, 6954, ABN: 32 803 516 324 (‘Consultant’)

1 PURPOSE OF THIS AGREEMENT

1.1 The purpose of this document is to formalise agreement for the Services to be provided as listed in the Schedule on the terms set out in this Agreement (‘the Terms’).

1.2 The Client will be providing certain Confidential Information which is proprietary to the owner to enable the Consultant to provide the Services, which the Consultant agrees to keep confidential.

1.3 The Client agrees to make payment for the Services in accordance with and as agreed in the Schedule.

1.4 The terms of this Agreement outline and govern the parties arrangement for these Services as follows:

2 DEFINITIONS

2.1 ‘Confidential Information’ means any written or oral information that is provided by or disclosed directly or indirectly through any means that is not already in the public domain, and may include information about business structures, methods, procedures, financial and personal information.

2.2 ‘Services’ means the consulting services described in the Schedule, which may include research, reports, analysis, business strategy assessment, public relations, marketing, growth strategies and other services as may be requested from time to time.

2.3 ‘Materials’ means newsletters, reports, advertising, audio, promotional, literature, written documents, questionnaires, videos, specifications, designs, analyses, processes or other material that is either in existence or may be developed as part of the Services.

2.4 ‘Proposal’ means the most recent document titled Proposal which includes a detailed description of the Services, cost quote for the Services and may include variations to this Proposal from time to time.

3 SERVICES

3.1 The Consultant agrees to provide the Services in a professional manner and in accordance with generally accepted industry practice and standards and will ensure any contractors or consultants or representatives that the Consultant may employ from time to time will have the relevant qualifications and are under the same standards requirements.

3.2 Any specific terms and requirements relating to the Services required by the Client will be agreed in writing and notified to the Consultant in advance.

4 WARRANTIES

4.1 Legislation may confer certain rights, warranties and guarantees and remedies relating to the provision of the Services which cannot be excluded, restricted or modified, including but not limited to the Australian Consumer Law (‘ACL’). At no time are these statutory rights sought to be excluded.

4.2 The Consultant represents and warrants:

(a) in providing the Services, they will comply with all law and industry standards;

(b) they will not breach any third party rights;

(c) the work performed to provide the Services will be done to a high standard in accordance with best practice; and

(d) the scope of the Services will be limited to the description provided in the Schedule unless otherwise agreed in writing from time to time. Similar or equivalent Services may be substituted from time to time if, in the sole opinion of the Consultant, it would benefit the

Client or be required to meet the terms of this Agreement.

4.3 The Client represents and warrants:

- (a) they will provide all relevant information required for the Consultant to carry out the Services in a timely manner; and
- (b) they hold the relevant and required current insurances to protect the Consultant (where relevant) including against any third party claims.

4.4 The Client acknowledges and agrees that:

- (a) they will supply the outline for the work and Services and any research, reports and other material that the Consultant may require to complete the Services. All work is completed based on and in accordance with the Client's instructions;
- (b) where a Proposal has been provided to the Client, the Proposal will form part of and be subject to the terms of this Agreement;
- (c) there is no guarantee of increase in performance, business, revenue or any aspect of the Client's business as a result of the Services; and
- (d) the Consultant is not in control of how and where the work produced from the Services may be interpreted, analysed or used. Once the Consultant produces and delivers the work, they are no longer responsible in any manner for the use of and any liability that may result from how and where the work is used by the Client.

5 DISPUTES

5.1 If at any time any aspect of the Services is not reasonably acceptable to the Client, or both parties disagree on the quality, substance, or the parties disagree for any reason on the Services, the Client will immediately notify the Consultant of any such reason, the specifics and will give a reasonable opportunity for the Consultant to respond and address any concerns.

5.2 If a dispute arises, both parties agree that confidentiality is paramount to the reputation of both the Client and the Consultant. At no time will any communications or discussions be made public, this includes but is not limited to any social media websites of either party. Any public discussion or comments about either party are considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

5.3 In the event of any dispute on the work, quality or ownership that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each of us agrees to pay our own costs.

6 RELATIONSHIP

6.1 The relationship under this Agreement is that of principal and independent contractor. This Agreement does not make either party a joint venturer, partner, employee or agent of the other. No act or omission of either party is to bind the other party except as expressly set out in this Agreement.

7 TERM AND OWNERSHIP OF INTELLECTUAL PROPERTY

7.1 This Agreement is for the period agreed in writing. All Services must be provided between the Commencement Date set out in the Schedule and the final date as notified and agreed.

7.2 Materials and work may be provided to the Client from time to time during and to enable the provision of the Services. Materials may be provided by the Consultant to enable and assist the provision of the Services and will remain the intellectual property ('IP') of the Consultant unless otherwise agreed in writing. Any Materials set out in the Schedule ('Consultant IP Materials') or otherwise notified in writing by the Consultant will continue to be owned by and remain the property of the Consultant at all times. All Materials and work are provided without warranties of any kind, both express and implied.

7.3 Any Materials and other intellectual property, both tangible and intangible, which are provided or may be developed as a result of or during the Services will become the property of the Client upon full payment for Services, including any administration fees required to transfer the Materials. The Consultant will ensure and do all things necessary to ensure any transfer of ownership of the Materials. Please note that administration fees will apply to transfer ownership of any Materials and accounts that the Client may wish to own at the end of the Services.

7.4 The intellectual property provisions will endure and remain in force after the termination of any Services and this Agreement. The confidentiality provisions survive the termination of this Agreement and remain until the Confidential Information becomes part of the public domain.

8 INFORMATION PROVIDED TO PERFORM THE SERVICES

8.1 The Consultant agrees that they will: keep confidential and secure; not use directly or indirectly; and not disclose directly or indirectly, this Agreement and all personal information relating to, arising under or acquired under or as a consequence of this Agreement and the Services, except:

- (a) as required by law or any regulatory authority; or
- (b) with the Client's express written consent.

8.2 The Consultant will not at any time disclose or allow access by any person or third party to any of the Confidential Information unless required to perform the Services in which case, the Consultant will ensure they are under the same duty of confidentiality as the Consultant is under this Agreement.

9 PAYMENT, PRIVACY AND DELIVERY

9.1 In consideration of the Services provided by the Consultant to the Client under this Agreement, the Client agrees to pay the Consultant fees in accordance with the invoice issued to the Client by the Consultant. The invoice is due for payment in accordance with the invoice payment due date.

9.2 Any late, overdue or unpaid invoice amounts will incur interest at a rate determined in accordance with the Penalty Interest Rates Act 1983.

9.3 In the event that the Client fails to pay any invoices in accordance with the terms of the Agreement or does not perform its obligations under this Agreement, the Consultant may refuse to continue to provide the Services and may terminate this Agreement immediately without notice. The Consultant may also commence proceedings to collect any outstanding debts owed.

9.4 All payment and personal information will be kept in a secure manner in accordance with Australian privacy requirements. Please refer to the Consultant's Privacy Policy for details on how Client information will be kept secure.

9.5 By providing the Consultant with your payment and credit card details, the Client authorises payment for the full Services. In the event the Client has chosen payments to be made on a recurring basis, the Client hereby authorises such payments to be deducted by the Consultant until the full payment has been made under the Terms and in accordance with this Agreement.

9.6 Failure to make a required payment when due under this Agreement shall constitute a material default under this Agreement.

10 TERMINATION AND CANCELLATION

10.1 For any breach of any of the obligations of this Agreement, the person who has committed the breach will immediately remedy or rectify the breach promptly.

10.2 In the event of any termination by the Client, payment for all Services becomes immediately due and payable, up to and including the work in progress by the Consultant.

10.3 Confidentiality survives and continues in the event of any dispute or termination and, in any event, after the delivery of the Services.

11 LIMITATION OF LIABILITY AND INDEMNITY

11.1 The Consultant and their representatives are, with the exclusion of gross negligence, in no way liable for any loss or damages whether direct, indirect or consequential which the Client may suffer in reliance directly or indirectly on all or any part of the Services. The Client shall indemnify and hold harmless the Consultant from and against any and all actions, claims, liabilities, proceedings or demands which may be brought against them in respect of any loss or damage (including loss of income, revenue or profits and including reasonable legal fees and expenses).

11.2 The liability of the Consultant is governed solely by the ACL and these Terms. Any other conditions and warranties which may be implied by custom, law or statute are expressly excluded.

11.3 The Client acknowledges and agrees that they use the Services at their own risk. In engaging the Services, the Client agrees they are liable for and agree to indemnify and hold the Consultant harmless for and against any and all claims, liabilities, actions and expenses which may result either directly or indirectly from a breach of these Terms, use or misuse of the Services or in connection with any of the Services.

11.4 The Consultant cannot be held responsible for how, where or the manner in which the Client

presents or implements any of the recommendations, reports or analysis included as part of the Services. The Client shall indemnify, defend and hold the Consultant harmless against any and all claims that may be brought against the Consultant as a direct or indirect result of providing the Services to the Client.

11.5 In any case, the Consultant's liability is limited at all times to the amount of the last invoice fees paid by the Client.

11.6 Both parties agree that the Commencement Date set out in the Schedule is the date the Services began and that to the extent that any and all clauses in this Agreement may be lawfully deemed to apply retrospectively to the Services, both parties agree to apply them.

12 GOVERNING LAW

12.1 This Agreement is governed by the laws from time to time in force in the State or Territory nominated in the Schedule. Both parties agree to unconditionally submit to the exclusive jurisdiction of these Courts for determining any dispute concerning this Agreement.

SCHEDULE

Description of Consulting Services to be Provided

- Strategic communications advice in the form of an Acupuncture Session; and
- Other services as required and agreed to by both parties.

Fee and Payment Schedule

A session fee of \$450 plus GST.

Date of Consulting Services

(date of Acupuncture session as booked via the Calendly booking system)

Term of Consulting Services

The client agrees to the following terms for delivery and review of materials:

- Provide requested info via the contractor's booking form before the Acupuncture Session takes place;
- Participate in Acupuncture Session and share relevant marketing and communications strategy plans, draft copy, website and social media analytics, etc.

Consultant IP Materials

The contractor may create "work product" for the client, including finished product and drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the contractor works on (ie conceives, creates, designs, develops, invents, works on, or reduces to practice) as part of this project, whether before the date of this Agreement or after.

The contractor hereby gives the client this work product once the client pays for it in full, in all of its rights, titles, and interests in and to the work product (including intellectual property rights).

The client can use the work product however it wants or it can decide not to use the work product at all and can, for example, modify or destroy it, as it sees fit.

Also, during the course of this project, the contractor might use intellectual property that the contractor owns or has licensed from a third party, but that does not qualify as "work product" (this is called "background IP" and includes but is not limited to pre-existing code, tables, resources, systems, blueprints, type fonts, properly-licensed stock photos and web application tools.).

The contractor is not giving the client this background IP but is giving the client a right to use and license the background IP to develop, market, sell, and support the client's products and services.

Governing Law

WA

This agreement shall be effective when the client purchases and pays for the Acupuncture Session online and checks the box to accept these Terms and Conditions.