

Head Agreement

STANDARD TERMS AND CONDITIONS

This Head Agreement is exclusively governed by the Aston Social PTY LTD ACN 162 121 762 trading as Aston Digital ("Aston Digital") Standard Terms and Conditions attached, which can be found online at <https://astondigital.com.au/terms-and-conditions>.

This Head Agreement and the Standard Terms and Conditions are collectively referred to as the Agreement. By signing this Head Agreement, the Client ("You", "Your") explicitly agrees to be bound by the terms of this Agreement.

To the fullest extent legally possible all contracts, dealings and/or arrangements made between You and Aston Digital relating to the Services provided by Aston Digital to You are subject to the following Standard Terms and Conditions unless otherwise agreed in writing. Words that are capitalised but not defined in these Standard Terms and Conditions have the meaning given to them in the Statement of Work found in Schedule A.

CUSTOMER IDENTIFICATION		
Client	Name	
	ACN/ABN	
	Address	
	Tel/e-mail:	
	Content Supervisor	

1. Engagement

You appoint Aston Digital to provide the Services, being collectively the Strategy Development and the Management Services (or as otherwise specified in the Statement of Work) (Engagement).

2. Services Term

- Aston Digital will commence the Project Services ("the Project") as outlined in the statement of work, on the Start Date.
- Aston Digital will inform you in writing of the completion of the Project and if appropriate the date on which the Management Services are to commence (Letter of Completion).
- The Management Services commence on the date specified in the Letter of Completion and will continue for a minimum fixed term of 6 months or another term as specified in the Statement of Work (Fixed Term).

3. Payments

- Payment of the Project Fee must be made:
- 50% on the Start Date; and
- 50% within 14 days of the date of Aston Digital's invoice at the completion of the Project.
- Where the Project Fee is subject to alternative payment milestones, payment must be made in accordance with the schedule outlined in the Statement of Work;
- Payments for the Management Services must be made monthly in advance, payable within 14 days of the date that Aston Digital's provides its monthly invoice.

- (b) Where You have authorised Aston Digital to deduct its fees by direct debit, Aston Digital will debit your account on the date of issue of its monthly invoice.
- (c) Any payments not made or successfully debited by the due date will attract a 10% late fee.
- (d) All payments must be made in the manner set out in the Statement of Work without deduction or set-off of any kind unless otherwise agreed in writing by Aston Digital.
- (e) Aston Digital may apply a payment received from You to any amounts owed by You (including part payment of an invoice, administration, collection and other costs) in any order.
- (f) Aston Digital is entitled to set-off or deduct any amount payable by You.
- (g) Aston Digital reserves the right to engage a third party collection agency in respect of any amounts that remain overdue for more than 31 days past the date of the relevant invoice or invoices to which those overdue amounts relate.
- (h) Where You engage Aston Digital to provide discrete services (e.g. only social media strategy or only website development), Aston Digital reserves the right to amend the payment terms set out in this clause 3 by notice in writing to You.

4. Out of scope and cancellation charges

- (a) From time to time, Aston Digital may be required to provide services that are outside of the scope of the Engagement. Fees for these services will be charged at the hourly rates set out below:

Position	Hourly rate (ex GST)	Hourly rate (inc GST)
Account Director	\$250	\$275
Senior Account Manager	\$200	\$220
Account Manager	\$150	\$165
Social Media Manager	\$100	\$110

- (b) Where a meeting between You and Aston Digital or any other appointment at which Aston Digital is to provide services is cancelled or delayed by You without prior and reasonable notice to Aston Digital, Aston Digital reserves the right to charge a cancellation fee calculated by reference to the amount of time set aside by Aston Digital to provide those services at the hourly rates set out above.

5. Disbursements

- (a) You must also pay Aston Digital all necessary and proper disbursements (i.e. out of pocket expenses) that Aston Digital incurs on Your behalf. These expenses may include (without limitation) fees for printing and photograph and travel costs (including flights, accommodation and taxis) where that travel is out of the ordinary and necessary for the performance by Aston Digital of the Services.
- (b) Aston Digital will seek your consent prior to incurring any travel costs for which payment will be required by you under this clause 4.

6. Intellectual Property

- (a) For the purpose of this clause 5, Intellectual Property means all rights resulting from intellectual activity in connection with the Services, whether capable of protection by statute, common law or equity and whether recorded or unrecorded, stored or incorporated in any medium of any description and includes but is not limited to copyright in all social media content, posts, updates, broadcasts or publication of any nature.
- (b) Aston Digital shall, subject to clause 5(d), own and retain all Intellectual Property created under this Agreement.
- (c) Aston Digital grants You a revocable and royalty free licence to use the Intellectual Property in the ordinary course of Your business but for no other purpose without the prior written consent of Aston Digital.
- (d) Provided that there are no amounts owing by You to Aston Digital, all rights, title and interest in the Intellectual Property created under this Agreement shall automatically transfer to You on the date that is 6 months after the end of the Fixed Term.

7. Aston Digital Undertakings

Aston Digital undertakes to:

- (a) perform the Services with skill, care and professional competence;
- (b) not make any representations about Your business or brand that are false or misleading;
- (c) not publish any material outside of the scope of the Services;
- (d) develop any content that is outside of or not in accordance with the strategy formulated and agreed;
- (e) regularly monitor and maintain Your social media profiles; and
- (f) keep in confidence any of Your confidential information.

8. Your obligations

In addition to any of Your other obligations under this Agreement, You must promptly make available all information and content that Aston Digital requires to perform the Services.

9. Social Media Content

- (a) Aston Digital will provide Your Content Supervisor with draft content on an agreed regular basis for your comment and approval.
- (b) Aston Digital will inform you when certain content, once approved, is to be posted online.
- (c) Your Content Supervisor may request a change to content prior to it being posted. If a change request in respect of content is received:
 - a. more than 48 hours prior to that content being posted, Aston Digital will process the change prior to the content being posted;
 - b. within 48 hours of the content being posted, Aston Digital will use reasonable endeavours to process the change prior to the content being posted.
- (d) A social media 'post' counts as either a Story or Feed post
- (e) Aston Digital will use all reasonable endeavours to publish the agreed number of posts each week. You and Aston Digital agree that from time to time the number of posts published within a given week may vary based on:
 - a. an increase in the number of posts for a week as required by events, activities or news from Your business;
 - b. a decrease in the number of posts for a week as affected by a lack of available suitable content.
- (f) Any excess or unused posts from a given week will not carry forward to subsequent weeks.

10. Monitoring of social media platform

Aston Digital will monitor and respond to comments or posts that are relevant to the Services:

- (a) on peak (Monday to Friday between 8.30am – 5.30 pm) within 2 hours of the comment or post;
- (b) off peak (all other times), within 10 hours of the comment or post.

11. Website Development

- (a) Every website development project carries a 30 day warranty period which commences the day after the website is activated for public use (the 'go-live' date).
- (b) Unless explicitly outlined in the Statement of Work, content for website pages is to be provided by you.
 - a. Content includes pictures, graphics, written text, videos or any marketing material displayed for the purposes of conveying a message to your audience.
 - b. Failure to supply the required content by the agreed date will result in the delay of website go-live.
 - c. Requests to produce content for your website, other than that which is explicitly stipulated in the Statement of Work, will attract a fee.
- (c) Any website change requests made during the development process that have a material impact to scope will attract a fee and will be quoted for separately prior to implementation.
- (d) Change requests made during the development process will be addressed promptly, as soon as is reasonably practicable.
- (e) Any website change requests made after the go-live date will attract a fee and will be quoted separately prior to commencement.
- (f) Integrating external third party systems is a delicate and complicated process. While all care is taken during development, Aston Digital will not be held liable for any data loss that may occur during implementation or from continued use of third party software.

12. Content Production

- (a) Full content ownership rights are transferred to you upon full and complete receipt of all fees as outlined in the Statement of Work and associated change requests.
- (b) The addition of props outside of that which is already outlined in the statement of work will attract a fee of cost plus 35%.
- (c) Any changes to location, talent, props or scope after acceptance of the statement of work will result in the statement of work being entirely re-quoted, requiring approval.
- (d) Content production output will be finitely described in the statement of work. Any change requests to the content production output will attract additional fees.
- (e) An appropriately authorised representative from your business is required to be present for content production events including photo and film shoots. If you choose not to have one present you acknowledge and accept that you are foregoing the right to have input into this stage of the content creation.

13. Online Advertising

- (a) Payment for media budget must be received prior to campaign launch.
- (b) New creative for any ads will be submitted to You for approval prior to launch. If You fail to respond within a reasonable timeframe, your approval will be assumed and the campaign will be launched.
- (c) Change requests made by You to a live campaign will be conducted promptly, within a reasonable timeframe.
- (d) When no valid click destination is supplied, ads will not be run.
- (e) If the required Pixel access is not made available for reasons beyond Aston Digital's control, certain advertising methods will not be made available.
- (f) Where there is a delay of receiving creative assets required from You, there may be a delay in campaign launch.
- (g) If the recommended minimum spend for any campaign or ad set is not committed to, expected results may not be achieved.
- (h) Post campaign reports are made available within a minimum of 2 business days.

14. Limitation of Liability

- (a) To the extent permissible at law, Aston Digital makes no warranties nor accepts any liability regarding the performance or non-performance of the Services.
- (b) Aston Digital will not be liable in any way for any contingent, consequential, direct, indirect, special or punitive damage arising whether due to Aston Digital's negligence or otherwise and You acknowledge this limit of liability and agree to limit any claim accordingly.
- (c) No other term, condition, agreement, warranty, representation or understanding whether express or implied in any way extending to or otherwise relating to or binding upon Aston Digital is made or given except where done so in writing and signed by an authorised officer of Aston Digital or as explicitly set out in this Agreement.

15. Termination

- (a) You may not terminate the Engagement during the term of the Project.
- (b) You may terminate the Engagement during the Fixed Term by providing Aston Digital with 1 month written notice.
- (c) If:
 - a. You terminate the Engagement under clause 15(b); or
 - b. Aston Digital terminates the Engagement under clause 16,You must pay to Aston Digital all remaining fees that would otherwise have been paid by you during Fixed Term, within 14 days after the date of termination.

16. Default

A default or breach by You of this Agreement (including non-payment) or in any dealings with Aston Digital will entitle Aston Digital to terminate this Agreement immediately by written notice to you, retain all amounts paid, call-up all amounts due or owing (whether currently due and owing or not) cease further Services and recover from You all loss of profits without prejudice to any other of Aston Digital's rights under this Agreement or at law.

17. Severability

If a provision of this Agreement would, but for this clause, be unenforceable, that provision must be read down to that extent necessary to avoid that result and if that provision cannot be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of this Agreement.

18. Jurisdiction

All contracts made with Aston Digital will be deemed to be made in the State of Victoria in Australia and the parties submit to the exclusive jurisdiction of the appropriate Courts in that State.

19. Waiver

If Aston Digital elects not to exercise any rights arising as a result of breach of this Agreement it will not constitute a waiver of any rights relating to any subsequent or other breach.

20. Force Majeure

Aston Digital will not be in default or breach of any dealings with You as a result of force majeure (i.e. anything beyond Aston Digital's reasonable control).

21. No Merger

Termination of the Engagement and/or dealings between You and Aston Digital (Cessation) will not end those provisions of this Agreement that are capable of surviving Cessation.

22. Indemnity

To the extent permissible at law, You indemnify Aston Digital against any claim or loss arising from or related in any way to any contract or dealing between Aston Digital and You or anything arising there from or arising as a result of or subsequent to any breach of this Agreement by You.

23. Insolvency

If You commit or are involved in any act of insolvency, it will be deemed in default under this Agreement. An act of insolvency includes bankruptcy, liquidation, receivership, administration or the like and failure to pay in accordance with this Agreement.

Executed by the Client

Signature

Name

Title

Date

Supplement A - Statement of Work

This Statement of Work is exclusively governed by the Aston Social PTY LTD ACN 162 121 762 trading as Aston Digital ("Aston Digital") Standard Terms and Conditions attached, which can be found online at <https://astondigital.com.au/terms-and-conditions>.

This Statement of Work and the Standard Terms and Conditions are collectively referred to as the Agreement. By signing this Statement of Work, the Client ("You", "Your") explicitly agrees to be bound by the terms of this Agreement.

Supplemental Statement of Work	
Title	
Date	
State Date	
Head Agreement Ref	

CUSTOMER IDENTIFICATION		
Client	Name	
	ACN/ABN	
	Address	
	Tel/e-mail	
	Content Supervisor	

SERVICES	
Project Services	
Start Date	
Management Services	
Fixed Term	
NOTES:	

COST & PAYMENT TERMS	
Project Fees	
Monthly Retainer Fees	
Payment terms	<p>All invoices must be paid within 14 days of the date of the invoice, by electronic funds transfer to the Aston Digital's bank account below:</p> <p>Bank: Commonwealth Bank BSB: 062692 Account number: 40218094 Account name: Aston Social PTY LTD</p>

Executed by the Client

Signature

Name

Title

Date