

COPY CORP GLOBAL

MARKETING RETAINERS BRIEF

UPDATED

.....
09th APRIL 2020
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THE PURPOSE OF THIS BRIEF IS TO DETAIL THE SCOPE OF SERVICES OFFERED AS AT THE “UPDATED” DATE, AS WELL AS DETAIL THE TERMS AND CONDITIONS OF THE SERVICES ON OFFER. THIS BRIEF FURTHER SERVES AS THE AGREEMENT BETWEEN THE PURCHASER AND COPY CORP GLOBAL, IN CONJUNCTION WITH THE SERVICE PURCHASE THROUGH ANY MEDIA.

MEDIA PLANNING AND MANAGEMENT



Copy Corp Global will liaise with representative(s) from the client for the purpose of developing a plan for the production of media, including the type of media that will need to be created, the volume of media that will need to be created, when this media will need to be created by, and where this media needs to be produced (if applicable). Additionally, budgeting for the media production will be discussed in order to determine appropriate allocation of funding. This planning phase may require repeating throughout the life of the agreement between Copy Corp Global and the client as deemed suitably by Copy Corp Global and the client, in order to produce desirable results for the client. Copy Corp Global will proceed to produce media according to these plans.



CONTENT MARKETING



Content Marketing, or content advertising, involved the production of materials (content) which will later be used for promotional campaigns, and the actualisation of these campaigns according to the production and implementation plans. Materials used in campaigns may be produced by Copy Corp Global and partners, or directly by the client or further outsourced by the client at the discretion of the client. These materials will then be used in campaigns according to the marketing plan.



DIGITAL MARKETING CAMPAIGN DEVELOPMENT

Working with the client, or the client's representative, Copy Corp Global will develop a comprehensive framework for the creation of materials and plans for the utilization of these materials. These materials will then be utilized for digital campaigns. i.e those campaigns used in a digital space, such as social media advertising campaigns, social media posts, pay-per click advertisements, pay-per view advertisements, search engine advertisements, banner advertisements, and others that may be appropriate upon discussion with the client.

As each digital marketing campaign is launched, Copy Corp Global will launch and monitor the campaign through to completion. Once the campaign has reached its end, Copy Corp Global will produce a report on the performance of the campaign which will include recommendations for future campaigns. Longer campaigns may also require further reports to be created during their operation, and such matters will be discussed with the client.

While the retainer paid to Copy Corp Global covers the cost of manpower to edit materials, launch campaigns, and report on campaigns, the cost of producing materials (such as photographer, location booking, and travel costs) and the budget allocation for each campaign are extra fees not included in the retainer fee.

TRADITIONAL MARKETING GAMPAGN DEVELOPMENT

Working with the client, or the client's representative, Copy Corp Global will develop a comprehensive framework for the creation of materials and plans for the utilization of these materials. These materials will then be utilized for digital campaigns. i.e those campaigns in a traditional marketing space, such as radio advertising campaigns, postal campaigns, television advertisements, print advertisements, magazine and newspaper advertising, and others that may be appropriate upon discussion with the client.

As each digital marketing campaign is launched, Copy Corp Global will launch and monitor the campaign through to completion. Once the campaign has reached its end, Copy Corp Global will produce a report on the performance of the campaign which will include recommendations for future campaigns. Longer campaigns may also require further reports to be created during their operation, and such matters will be discussed with the client.

While the retainer paid to Copy Corp Global covers the cost of manpower to edit materials, launch campaigns, and report on campaigns, the cost of producing materials (such as photographer, location booking, and travel costs) and the budget allocation for each campaign are extra fees not included in the retainer fee.

WEBSITE DEVELOPMENT (OPTIONAL)

Under this optional service provided by Copy Corp Global, a website may be developed on behalf of the client, to fit their needs. This website will be developed in accordance to the Website Creation terms and conditions, provided in the event that the client opts for this service. Client may opt in or out of this optional service at any time during the life of their agreement with Copy Corp Global.

Services and fees that are covered through this option include:

- Hosting Fees
 - Domain Fees (if domain is purchased by Copy Corp Global); includes one domain
 - Sales capability (if required)
 - Up to fifteen website pages of design
 - Up to ten thousand words of written content
 - Blog/Article page creation
 - Search Engine Optimization
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INFLUENCER PARTNERSHIP MANAGEMENT

Subject to the retainer chosen, and the needs of the client, Copy Corp Global will develop a network of ‘influencers’ to assist with promoting the product(s) and service(s) of the client. Influencers may be broadly defined as those individuals with an audience of people, viewing the content distributed by the influencer, and whose decision making may be influenced by the influencer. Examples of influencers may include, though not limited to, experts in a field whose opinion is trusted by the community, and social media personalities.

Influencer partnerships differ from affiliate programs. For more information on affiliate programs, please see the affiliate programs section of this document.

Fees paid to influencers and affiliates are not covered by the retainers, and are the discretion and responsibility of the client.

SOCIAL MEDIA DEVELOPMENT

Subject to the retainer option chosen by the client, Copy Corp Global will, to the degree agreed to with the client, assist with managing the social media accounts of the client. This will involve developing plans with the input of the client as to the best manner in which to best grow these accounts in terms of following, the types of content that are most suitable for the client brand, and the volume of content that should be released.

Copy Corp Global will take responsibility for the following social media pages:

- Facebook
- Instagram
- YouTube
- LinkedIn

Additional social media accounts may be considered upon request from the client. Copy Corp Global will utilise content produced throughout the chosen retainer services, as well as promotional activities where agreed with the client. Copy Corp Global may also produce new material specifically for this purpose subject to the needs and desires of the client. The number of posts per platform, per day, will be subject to the requirements of the client and what is deemed suitable and practical by Copy Corp Global.

Fees for paid promotional activities and material production are not covered under these retainer options and are an additional cost to be discussed with the client as necessary.

DISTRIBUTION DEVELOPMENT

The distribution development service pertains to the development of distribution (fulfilment in the case of services) networks for the client's products. Subject to the retainer option chosen, and the needs of the client, Copy Corp Global will assist with promotion and negotiations designed to acquire distribution partners (such as retail locations) for the client's products. In the event that the client is a service oriented business, Copy Corp Global will assist the client with development of fulfilment networks to support the completion of the service offering from start to finish.

Distribution mediums may be focused towards domestic or international networks per the needs of the client.

Any partnership fees to be paid to distribution partners and advertising fees are the responsibility of the client and are not covered by the retainer.

RECRUITMENT

Subject to the retainer option chosen, and the needs of the client, Copy Corp Global will assist with the end to end recruitment needs of the client. In this way, Copy Corp Global will free up time and resources for the client, and assist the client with filling up roles that may be needed as the client grows in size.

As part of the Copy Corp Global recruitment service, Copy Corp Global may develop job advertisements for the client, launch and monitor those advertisements, scrutinize applicants according to the client's requirements, and interview these applications on behalf of the client before passing on acceptable applicants to the client. Copy Corp Global is able to conduct these activities on behalf of the client for any position that they have available, regardless of whether it pertains to a specific role or project created by Copy Corp Global.

Advertising and publishing fees for Job Advertisements are not covered by these retainer options and are the responsibility of the client should the client elect to use paid job advertisement options.

AFFILIATE PROGRAM DEVELOPMENT & MANAGEMENT

Subject to the retainer chosen and the needs of the client, Copy Corp Global may develop affiliate programs on behalf of the client as well as manage these programs through their life. Affiliate programs typically differ from Influencer Partnerships in several ways. Typically, influencer partnerships involve negotiating with specific individuals to form beneficial partnerships and remunerating the influencer for the service of promoting the client's product(s) and service(s) rather than the result of that promotion. Influencer programs typically focus on the result of promotion, rather than the service of promotion itself and typically, though not always, maintain a larger volume of people.

Subject to the above, Copy Corp Global will develop a suitable affiliate program offer to entice would be affiliates to promote the product(s) and service(s) of the client. Additionally, Copy Corp Global will continue to manage the affiliates in the program and liaise with them. Copy Corp Global will also develop promotional materials to be provided to these affiliates, using materials produces through other aspects of the retainer services.

Fees paid to influencers and affiliates are not covered by the retainers, and are the discretion and responsibility of the client.

PRODUCT/SERVICE RESEARCH AND DEVELOPMENT

The product/service research and development service is designed to assist the client with developing new product or service ideas to bring to market, as well as assist the client in actualising these ideas.

This may involve market research activities, product and service prototyping, supplier negotiations, logistics research, and fulfilment research.

Paid research and all fees that may result from these activities are the responsibility of the client and will be discussed with the client should they be needed prior to undertaking any activity.

SUPPLY CHAIN MANAGEMENT (DOMESTIC)

The supply chain management service pertains to the development of logistics chains of inputs and outputs from the client's company. For a product-oriented client, this means that Copy Corp Global may undertake activities to develop, with input and participation from the client, a supply network for materials needed to produce the products of that client. This may include raw material suppliers, component suppliers, transport and freight logistics, and packaging.

This service relates to the undertaking of these activities on an domestic level.

REPUTATION MANAGEMENT

Subject to the retainer option chosen by the client, Copy Corp Global will engage in activities designed to manage the public reputation of the client. This may involve the team at Copy Corp Global analysing the public opinion of the client through reviews, comments on social media, media coverage, public opinion polls, and video commentary released about the client.

When this information in hand, Copy Corp Global may take actions and tailor other promotional activities to mitigate negative public opinion, or otherwise continue to improve the public perception of the client.

ARTICLE/BLOG DEVELOPMENT & MANAGEMENT

Subject to the retainer option selected, and the specific needs of the client, Copy Corp Global may develop and implement articles, blog posts, or both, for the client. For the purpose of these agreements, the difference between these two should be as follows:

Blogs should be considered as opinion focused pieces and are best suited to topics less dependent on empirical data but rather a personal preference. Blogs are naturally more subjective rather than object discussions of fact. Examples of suitable applications of blogs are food reviews, fashion styling guides, and other subjective materials.

Conversely, articles should be focused on more technical aspects of discussion. This is not to say that opinions and personal preferences can not be included in the articles, however articles are more tailored to discussion of fact and possibly your opinions regarding those facts, rather than a direct focus on opinions.

A 5000-word allowance will be provided for use in articles of blogs per period. Additional word count may be provided at the discretion of Copy Corp Global subject to the needs of the project at that time and the volume of word count required.

TRANSLATION SERVICES

Subject to the needs of the client and the retainer option, translation services may be provided to the client. As standard, Copy Corp Global offers to translate the written content produced by Copy Corp Global into two languages (in addition to the standard English).

At the request of the client, Copy Corp Global may translate audio materials using suitable native speakers and voice models as well as other materials upon request. However, it should be noted that this will be at an extra cost to the client and the costs will be discussed prior to commencing such work.

BASIC SOFTWARE DEVELOPMENT

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Subject to the retainer option and the needs of the client, Copy Corp Global may engage in basic software development and implementation on behalf of the client. This may include digital sales and lead submission forms, website access tracking software, event registration software, and the like.

This service is subject to the web-design terms and conditions.

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SUPPLY CHAIN MANAGEMENT (INTERNATIONAL)

The supply chain management service pertains to the development of logistics chains of inputs and outputs from the client's company. For a product-oriented client, this means that Copy Corp Global may undertake activities to develop, with input and participation from the client, a supply network for materials needed to produce the products of that client. This may include raw material suppliers, component suppliers, transport and freight logistics, and packaging.

This service relates to the undertaking of these activities on an international level.

PRODUCT DEVELOPMENT

Subject to the retainer option selected, and the needs of the client, Copy Corp Global may engage in the development of new products and services for the client. This may involve research into market needs, product conceptualisation, research and development, supply and distribution chain development, and marketing campaign development.

ADVANCED SOFTWARE DEVELOPMENT

Advanced software development pertains to the creation and implementation of software not covered, or otherwise not negotiated to be covered, by the basic software development service. These could also include SAAS products, and other applications developed for sale.

Any expenses involved with the development of software requiring the partnership with development specialists and acquisition of hardware will be the responsibility of the client.

CORPORATE CONSULTATION SERVICE

Subject to the needs of the client and the retainer option chosen, Copy Corp Global may provide services in corporate consulting. These services are provided personally and directly by the CEO of Copy Corp Global, and are designed to analyse and improve the overall operations of the client's company. This will require extensive access to information regarding the company's operations, as well as taking a wholistic approach to review all the operations of the company to discover areas of potential improvement.

CORPORATE TRAINING SERVICE

Similar to the corporate consulting service, the corporate training service is conducted personally by the CEO of Copy Corp Global, however this service may also be conducted by Copy Corp Global partners where suitable.

This service is designed to provide the client's team with a higher degree of sales, marketing, and management training to improve the overall performance of the client company.

PAYMENT OPTIONS

Payment options are available through monthly, bi-annual, and annual cycles at the discretion of the client. This option must be selected at the beginning of the agreement between Copy Corp Global and the Client. Payments are made in “billing cycles”, which run from the date of one period (month/ bi-annual period/ year) to the corresponding date in the next period (month/ bi-annual period/ year). For example: Client makes purchase on the 10th of April 2020, the billing cycle will run from that date to the 10th of May 2020 at which point (if on monthly payment cycle) the next payment will be due. Should this date fall on a leap year, and thus be absent in the next period, the next day will become the payment date.

Clients that opt for bi-annual payments, and annual payments are entitled to the following discounts:

Bi-Annual Payments: 10% Discount on each payment

Annual Payments: 20% Discount on each payment

Subject to the purchase, minimum contractual periods may apply. Minimum Periods are as follows:

Monthly Payments: Minimum One Billing Period per Billing Cycle

Bi-Annual Payments: Minimum Three Billing Periods per Billing Cycle

Annual Payments: Minimum Six Billing Periods per Billing Cycle

Australian customers please be aware of a 10% Goods and Service Tax payable on all orders.

COOLING OFF PERIOD

As an Australian registered business, a cooling off period of 10 (ten) days applies for all digital purchases through Copy Corp Global. This cooling off period applied to all digital purchases and orders conducted over the phone. During this time, the client may cancel their order for any reason.

No work may begin prior to the completion of the cooling off period.

This cooling off period does not apply for agreements and purchases made person to person.

ADDITIONAL TERMS

1. INTELLECTUAL PROPERTY RIGHTS

1.

i. *Retained Rights.* Each party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property irrespective of any disclosure of such Pre-Existing Intellectual Property to the other party, subject to any licenses granted herein.

ii. *Pre-Existing Intellectual Property.*

a. Copy Corp Global will not use any Copy Corp Global or third party Pre-Existing Intellectual Property in connection with this Contract unless Copy Corp Global has the right to use it for Customer's benefit. If Copy Corp Global is not the owner of such Pre-Existing Intellectual Property, Copy Corp Global will obtain from the owner any rights as are necessary to enable Copy Corp Global to comply with this Contract.

b. Copy Corp Global grants Client a non-exclusive, royalty-free, worldwide, perpetual and irrevocable license in Copy Corp Global and third party Pre-Existing Intellectual Property, to the extent such Pre-Existing Intellectual Property is incorporated into any Deliverable, with the license including the right to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of and disclose the property and to sublicense others to do these things.

c. Copy Corp Global will not incorporate any materials from a third party, including Open Source or freeware, into any Deliverable unless

(i) Copy Corp Global clearly identifies the specific elements of the Deliverable to contain third party materials,

(ii) Copy Corp Global identifies the corresponding third party licenses and any restrictions on use thereof. Copy Corp Global represents, warrants and covenants that Copy Corp Global has complied and shall continue to comply with all third party licenses (including all open source licenses) associated with any software components that will be included in the Deliverables or any other materials supplied by Copy Corp Global. Copy Corp Global shall indemnify Client against any losses and liability incurred by Client due to failure of Copy Corp Global to meet any of the requirements in any of the third party licenses.

iii. *Ownership of Deliverables.* Subject to Copy Corp Global and third party rights in Pre-Existing Intellectual Property, all Deliverables, whether complete or in progress, and all Intellectual Property Rights related thereto shall belong to Client, and Copy Corp Global hereby assigns such rights to Client. Copy Corp Global agrees that Client will own all patents, inventor's certificates, utility models or other rights, copyrights or trade secrets covering the Deliverables and will have full rights to use the Deliverables without claim on the part of Copy Corp Global for additional compensation and without challenge, opposition or interference by Copy Corp Global and Copy Corp Global will, and will cause each of its Personnel to, waive their respective moral rights therein. Copy Corp Global will sign any necessary documents and will

otherwise assist Client in securing, maintaining and defending copyrights or other rights to protect the Deliverables in any country.

iv. *No Rights to Customer Intellectual Property.* Except for the limited license to use materials provided by Customer as may be necessary in order for Copy Corp Global to perform Services under this Contract, Copy Corp Global is granted no right, title, or interest in any Client Intellectual Property.

2. CONFLICT OF INTEREST

1.

i. Copy Corp Global represents that its execution and performance of this Contract does not conflict with or breach any contractual, fiduciary or other duty or obligation to which Copy Corp Global is bound. Copy Corp Global does not make any guarantee that it shall not accept any work from Client or work from any other business organizations or entities which would create an actual or potential conflict of interest for Copy Corp Global or which is detrimental to Client' business interests. 3.

TERMINATION *Rights to Terminate.*

1. a. Client may terminate this Contract and/or an individual project upon providing written notice to Copy Corp Global. Upon providing notification of intent to terminate, termination of this agreement will take effect after the completion of the current term (see payment details above).

b. Copy Corp Global may terminate this Contract upon 1 billing period (each billing period being one month from the date of last payment, otherwise considered to be 30 days), prior written notice provided there are no open projects at the time notice is given. c. Client may terminate this Contract and/or any open projects immediately for cause if Copy Corp Global fails to perform any of its obligations under this Contract or if Copy Corp Global breaches any of the warranties provided herein and fails to correct such failure or breach to Client' reasonable satisfaction within ten (10) calendar days (unless extended by Client) following notice by Client. Client shall be entitled to seek and obtain all remedies available to it in law or in equity. i. Upon termination of any project or work given Copy Corp Global hereunder, Copy Corp Global will immediately provide Client with any and all work in progress or completed prior to the termination date. As Client' sole obligation to Copy Corp Global resulting from such termination, Client will pay Copy Corp Global an equitable amount as determined by Client for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted prior to the date of termination. ii. Upon termination or expiration of this Contract or a project performed by Copy Corp Global hereunder, whichever occurs first, Copy Corp Global shall promptly return to Client all materials and or tools provided by Client under this Contract and all Confidential Information provided by Client to Copy Corp Global. iii. Any provision or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Contract. [L] [SEP] 4. WARRANTIES Copy Corp Global warrants that: 1. the

Services and Deliverables are original and do not infringe upon any third party's patents, trademarks, trade secrets, copyrights or other proprietary rights,

2. it will perform the Services hereunder in a professional and workmanlike manner,

3. the Deliverables Copy Corp Global provides to Client are new, of acceptable quality free from defects in material and workmanship and will meet the requirements and conform with any specifications agreed between the parties,

4. it has all necessary permits and is authorized to do business in all jurisdictions where Services are to be performed,

5. it will comply with all applicable federal and other jurisdictional laws in performing the Services,

6. it has all rights to enter into this Contract and there are no impediments to Copy Corp Global's execution of this Contract or Copy Corp Global's performance of Services hereunder.

6. INSPECTION AND ACCEPTANCE

1. i. *Non-Conforming Services and Deliverables.* If any of the Services performed or Deliverables delivered do not conform to specified requirements, Client may require Copy Corp Global to perform the Services again or replace or repair the non-conforming Deliverables in order to bring them into full conformity with the requirements, at Copy

Corp Global's sole cost and expense. When the defects in Services and/or Deliverables cannot be corrected by re-performance, Client may:

(a) require Copy Corp Global to take necessary action, at Copy Corp Global's own cost and expense, to ensure that future performance conforms to the requirements and/or

(b) reduce any price payable under the applicable project to reflect the reduced value of the Services performed and/or Deliverables delivered by Copy Corp Global and accepted by Client.

ii. If Copy Corp Global fails to promptly conform the Services and/or Deliverables to defined requirements or specifications, or take action deemed by Client to be sufficient to ensure future performance of the project in full conformity with such requirements, Client may

(a) by contract or otherwise, perform the services or subcontract to another company to perform the Services and reduce any price payable by an amount that is equitable under the circumstances and charge the difference in re-procurement costs back to Copy Corp Global and/or

(b) terminate the project and/or this Contract for default. 7.

MISCELLANEOUS

1. i. *Assignment.* Copy Corp Global shall not assign any rights of this Contract or any other written instrument related to Services and/or Deliverables provided under this Contract, and no assignment shall be binding without the prior written consent of Client. Subject to the foregoing, this Contract will be binding upon the Parties' heirs, executors, successors and assigns.

ii. *Governing Law.* The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Contract. The foregoing requirement will not preclude either Party from seeking injunctive relief as it deems necessary to protect its own interests. This Contract will be construed and enforced in accordance with the laws of Australia, excluding its choice of law rules.

iii. *Severability.* The Parties recognize the uncertainty of the law with respect to certain provisions of this Contract and expressly stipulate that this Contract will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Contract are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Contract or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Contract will be unaffected.

iv. *Independent Contractor.* Nothing contained in this Contract shall create an employer and employee relationship, a master and servant relationship, or a principal and agent relationship between Copy Corp Global and Customer. Client and Copy Corp Global agree that Copy Corp Global is, and at all times during this Contract shall remain, an independent contractor. v. *Force Majeure.* Neither Party shall be liable for any failure to perform under this Contract when such failure is due to causes beyond that Party's reasonable control, including, but not

limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay the date of delivery or time for completion will be extended by a period of time reasonably necessary by both Copy Corp Global and Client. If the delay remains in effect for a period in excess of thirty days, Client may terminate this Contract immediately upon written notice to Copy Corp Global.

vi. *Entire Contract.* This document and all attached or incorporated documents contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

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