

## History Will Be Kind Pty Ltd Standard Terms and Conditions

This agreement (“**Agreement**”) sets forth the standard term and conditions under which History Will Be Kind Pty Ltd (“**HWBK**”) provides public relations, social media, digital media, media management, marketing communications, production and related consulting services to you (“**Client**”).

### 1 Services

HWBK will provide a variety of communication and digital services to Client through HWBK’s own facilities or those of companies affiliated with HWBK. The services, consideration and project specific terms and conditions, in addition to those listed herein, will be agreed upon in advance and shall be provided by HWBK to Client in a Project Agreement (“**PA**”) or Statement of Work (“**SOW**”). Each PA or SOW shall be signed and dated prior to commencement of the services and shall be subject to the terms and conditions set forth herein.

In the event of a conflict between the terms of any PA or SOW and this Agreement, the terms of PA or SOW shall govern with respect to the services to be performed thereunder. When parties enter into any PA or SOW, the services provided pursuant thereto shall be included in the definition of “**Services**”, as that term is used herein. Services will be provided during operating hours as specified in Schedule A of this Agreement.

### 2 Consideration and Expenses

For Services and outlays on Client’s behalf, Client agrees to pay HWBK consideration as follows:

#### Project Fees

- 2.1 PAs or SOWs will specify fees and deliverables agreed between the parties.
- 2.2 If Client gives HWBK a Change Request (Clause 14) the fees will be adjusted in line with the changes required. Fee adjustments based on Change Request require approval by Client before HWBK will incorporate the requested changes into PA or SOW.

#### Expenses

- 2.3 Client shall reimburse HWBK for HWBK’s reasonable, actual out of pocket expenditures (“**Reimbursable Expenses**”). Reimbursable Expenses include, but are not limited to travel, media luncheons and events, reports, subscriptions and publications, image licensing, printing, telephone, and courier services.
- 2.4 Client’s prior written approval will be required for amounts in excess of either \$500 and above or for expenditures such as production costs (which in either case will, where possible, be billed directly to Client by the third party vendor).
- 2.5 Out of pockets expenses incurred by HWBK are subject to an administration fee equal to 20%.

#### Ad Hoc Support

- 2.6 Any support outside the scope of a PA or SOW including, but not limited to emergency public relations support, social media crises management, unrelated press release developments, estimated to cost less than \$5,000 will be considered Ad Hoc Support and provided under the terms of this Section and Schedule B.
- 2.7 Services considered Ad Hoc Support will be provided on a time and materials basis; that is no fixed price quotes will be provided for these services.
- 2.8 Before the commencement of work HWBK will provide an estimated cost range for the services for Client approval. HWBK will notify Client if the costs of the services are going to significantly exceed the estimated range.

### 3 Billing

#### Schedule and Terms

- 3.1 HWBK shall invoice Client for Project Fee in line with the invoicing schedule attached to a PA or SOW; however in the absence of any invoicing schedule, such Project Fees will be invoiced monthly based on the proportion of

the Project completed. Reimbursable Expenses incurred, or Ad Hoc Support provided by HWBK during the previous months and any other amounts will be charged in arrears on or about the end of the month these were incurred. Payment is due no later than fourteen (14) days from the invoice date.

**Media Placements**

- 3.2 Where applicable, media will be pre-billed and Client’s payments must be received by HWBK prior to the time the media commitment is made.
- 3.3 Original media billing will be based on estimated cost of the media time or space ordered by HWBK on Client’s behalf and will be adjusted to actual amounts once the invoices have been received and processed.
- 3.4 Any credits remaining from media placements will be carried forward to the following period’s media placement.
- 3.5 Any media placements above budget will be notified to Client. Client can choose to:
  - 3.5.1 Reduce future media placement budgets by the additional amount; or
  - 3.5.2 Be invoiced for the additional media placements

**Late Payments**

- 3.6 HWBK reserves the right to charge Client a late payment penalty of one and one-half percent (1.5%) per month on overdue accounts; provided, however, that HWBK agrees not to assess a late penalty until an account is more than thirty (30) days past due.
- 3.7 In case of delinquency of Client’s payments or any impairment of Client’s credit as HWBK reasonably deems might endanger future Agreements, HWBK reserves the right to change the requirements as to terms of payment under this Agreement.
- 3.8 Should Client be in default with respect to payment of this Agreement, HWBK reserves the right to suspend some or all services hereunder, without liability, until arrangements satisfactory to HWBK are made.
- 3.9 Client agrees to reimburse HWBK for any costs incurred (including reasonable attorney’s fees and court costs) in connection with HWBK’s attempts to collect any sums that are over thirty (30) days past due.

**Disputes**

- 3.10 In the event of a disputed charge, Client shall notify HWBK in writing of the disputed amount within fourteen (14) days of invoice date, specifically identify the reason of the dispute, and pay all undisputed amounts while the dispute is under negotiation.
- 3.11 If, within thirty (30) days of the date of an invoice, HWBK does not receive notice that Client disputes the invoice, Client is deemed not to dispute the invoice and, to the maximum permitted by law, waives all rights in law and equity that would accrue by reason of its disputation of an invoice.
- 3.12 Under no circumstances is Client to offset any amounts from an invoice without the prior consent of HWBK.

**4 Term and Termination**

**Term**

- 4.1 This Agreement is effective as of Effective Date and will continue in full force and effect for the period as outline in any active PA or SOW. Any Service provided outside of the covered PA or SOW will be governed by this Agreement. This Agreement will continue in full force and effect for one (1) year after the Effective Date. Thereafter, the Agreement will automatically renew for successive one year periods. The period in which this Agreement is in effect is referred to herein as, the Term (“Term”).

**Termination with Cause**

- 4.2 Either party may terminate this Agreement immediately by providing the other party notice in writing if:

- 4.2.1 The other party is in material breach of any of its obligations under this Agreement and has failed to rectify that breach within fourteen (14) days, or such other period agreed to by the parties acting reasonably for each PA or SOW, of the date of the written notice requiring remedy of the breach. (Such written notice must state the nature, grounds and details of the alleged breach); or
- 4.2.2 The other party ceases carrying on a business for any reason, or suffers an Insolvency Event
- 4.2.3 In addition to any other right or obligation of the parties, in the event of termination of this Agreement, Client will pay to HWBK all fees and expenses properly incurred in accordance with this Agreement up to the effective date of such termination.

**Termination without Cause**

- 4.3 Either party may terminate this Agreement by providing the other party written notice at least ninety (90) days prior to termination. During any notice period, the Agreement will remain in full force and effect and the rights, duties and responsibilities of HWBK and Client shall continue.
- 4.4 In the event Client terminates this Agreement, Client agrees to pay an early exit fee on all current PAs or SOWs equivalent to 50% of the balance of the remaining contract as at termination date.

**Termination Obligations**

- 4.5 Termination of this Agreement terminates all current PAs or SOWs. On termination or expiry of this Agreement HWBK must:
  - 4.5.1 Return any Client Confidential Information in HWBK’s possession, custody or control, provided that there is no overdue indebtedness then owing by Client to HWBK.
  - 4.5.2 Provide all assistance, access and cooperation reasonably required by Client to transfer deliverables, including the transfer, migrations and if necessary, conversion of data, to Client’s new service provider, at Client’s expense under clause 2.7.

**5 Third Party Contracts**

**Authorised Contracts**

- 5.1 Subject to Client’s prior written consent, Client authorises HWBK, to enter into contracts with third parties (“**Authorised Contracts**”), as an agent for a disclosed principal, when such contracts are necessary for Services.
- 5.2 Client assumes full liability and responsibility for any approved expenditures resulting from Authorised Contracts.
- 5.3 While HWBK shall endeavour to guard against any loss to Client resulting from failure or improper performance by any third party, HWBK shall not be liable or responsible for any such failure or loss.

**Third Party Providers**

- 5.4 HWBK may engage third party contractors to perform the whole or part of Services in the normal course of business.

**6 Confidentiality**

- 6.1 Each party (“**Receiving Party**”) will treat as confidential and properly safeguard any and all information, documents, papers, programs and ideas relating to the other party (“**Disclosing Party**”), its operations, finance and products, disclosed to Receiving Party and designated by Disclosing Party as confidential or which should be reasonably understood to be confidential (“**Confidential Information**”). Confidential Information shall not include information that

- 6.1.1 Is or falls into public domain;
- 6.1.2 Is disclosed to Receiving Party by a third party which is not under an obligation of confidentiality to Disclosing Party;
- 6.1.3 Was already known to Receiving Party; and/or
- 6.1.4 Is independently developed by Receiving Party without reference to Confidential Information.
- 6.1.5 In the event Receiving Party is required by subpoena or other legal process to disclose Disclosing Party's Confidential Information, Receiving Party shall:
  - 6.1.6 If legally permitted, inform Disclosing Party of such requirement; and
  - 6.1.7 Only provide such Confidential Information of Disclosing Party that is legally required.
- 6.1.8 In the course of performing Services, HWBK may disclose Confidential Information as Client shall have approved for disclosure. This provision shall survive the termination of this Agreement and shall remain in full force and effect for a period of three (3) years following the completion of Services.

## 7 Privacy

Each party shall comply in all material respects with the Privacy Act 1998 (Cth) and shall not do, or cause or permit to be done, anything which may cause or otherwise result in a breach by the other party of the same.

## 8 Ownership and Use of Materials (Intellectual Property)

### Client Intellectual Property

- 8.1 Client Intellectual Property is defined as:
  - 8.1.1 All materials owned or licenced to Client prior to, or independent from the performances of Services.
  - 8.1.2 As between HWBK and Client, Client shall be sole owner of all rights in end user materials developed and produced by HWBK on Client's behalf, provided Client has paid all invoices due and owing to HWBK pursuant to this Agreement.
  - 8.1.3 Notwithstanding anything to the contrary herein, Client understands and agrees that its rights in any third party material or any services including, without limitation, stock photos, licensed materials, talent and talent residuals, are subject to any terms and conditions set forth in any applicable agreement. Any source code owned by HWBK or its affiliates incorporated into the Service is provided on a perpetual royalty free worldwide non-exclusive licence for continued use.
  - 8.1.4 Notwithstanding anything else herein contained, Client expressly indemnifies HWBK from and against all claims that may result from Client not having obtained all necessary licences, permits, consents and approvals to use Client's intellectual property for the Project.

### HWBK Intellectual Property

- 8.2 Notwithstanding anything in this Agreement to the contrary, HWBK retains all of its rights, title and interest in and to:
  - 8.2.1 All materials owned by or licenced to HWBK prior to, the performance of services under this Agreement, and all modifications thereof;
  - 8.2.2 All generic and proprietary information, and all ideas, software, applications, source codes, processes or procedures, created or developed by HWBK, including those developed during the Services not listed in clause 8.1.
- 8.3 In all instances, HWBK owns all media lists, contacts and influencers whether in existence prior to or developed during the Services.

## 9 Non Solicitation

- 9.1 During Term hereof and for a twelve-month period thereafter, neither party shall solicit, employ, or attempt to employ, directly or indirectly (whether as employee, consultant, or otherwise) any employee of the other party (or any former employee whose employment terminated within the previous twelve months) without the other party's prior written consent.

- 9.2 If during Term hereof or twelve months thereafter a party engages the services of an employee of the other party without the other party's prior written consent, the hiring party agrees to pay the other party a recruitment fee calculated as twenty percent (20%) of that person's new annual salary package and any other compensation.

## 10 Client Obligation

Client shall be responsible for:

- 10.1 The accuracy, completeness and propriety of information concerning Client's organisation, products, services and Client's competitors' products and services, whether provided to HWBK by Client or by a third party authorised by Client;
- 10.2 The accuracy, completeness and propriety of any ideas or directions, whether provided to HWBK by Client or by a third party authorised by Client;
- 10.3 Rights, licences and permissions to use materials furnished to HWBK by Client or by a third party on Client's behalf;
- 10.4 Compliance with all laws and regulations applicable to Client's business (including all securities laws);
- 10.5 The content of any materials including, but not limited to press releases, user generated content, websites or other disseminated statements, information or materials presented or produced by HWBK;
- 10.6 Provide all material (including copy, and terms and conditions of any trade promotion lottery or other competitions) and reasonable assistance in the form required and when reasonably requested by HWBK to enable HWBK to provide Services and the deliverables in accordance with this Agreement.
- 10.7 Provide all relevant documentation, feedback and approvals in the time frames reasonably requested to enable HWBK to comply with Project timelines; and
- 10.8 Client acknowledges that failure to fully comply with the above may cause HWBK to be unable to perform Services in accordance with this Agreement. If and to the extent that Client fails to comply with the above:
  - 10.8.1 HWBK may adjust the Project timeline as reasonably necessary in consultation with Client;
  - 10.8.2 Client acknowledges that HWBK and third parties could suffer losses, including by reason of disruption to HWBK's project planning and deployment of resources; and
  - 10.8.3 HWBK may charge additional Project Fees and Expenses reasonably incurred in completing Projects. Such additional fees will first be notified to Client and such additional fees must be reasonable at all times.

## 11 HWBK Obligations

HWBK shall be responsible for:

- 11.1 Provide Services in accordance with this Agreement and relevant PAs or SOWs;
- 11.2 Engage persons with the appropriate skills to provide Services to Client;
- 11.3 Act in accordance with all laws, HWBK can rely on Section 10 regarding compliance with laws specifically relating to Client;
- 11.4 Follow all reasonable directions received from Client; and
- 11.5 Provide Client with all information, documents (in any form), and anything else necessary requested by Client and at time specified by Client. HWBK may charge a fee for information and documentation requested that does not form part of deliverables, per signed PAs or SOWs. Fees will be charged under clause 2.7.
- 11.6 Notify Client of any licencing or right restrictions of third party materials obtained by HWBK on Client's behalf.

## 12 Indemnification

### HWBK Indemnity

- 12.1 Client shall defend, indemnify and hold HWBK harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against HWBK by any third party, including government entity, which arise out of or in connection with:

- 12.1.1 Client's obligation under Section 10 above;
- 12.1.2 As a result of any government investigation, proceeding or administrative hearing regarding Services;
- 12.1.3 Any issue of safety, public liability, product liability or the nature, use or performance of Client's products, services, premiums or events;
- 12.1.4 Client's failure to pay any and all amounts owed to third parties or any claims raised by third parties against HWBK related to Authorised Contracts;
- 12.1.5 Client's use of any third party materials in violation of the terms and conditions set forth in the agreements governing the use of such third party materials;
- 12.1.6 Client indemnity obligations shall include, without limitation, payment to HWBK for any and all personnel time incurred in connection with any such claim, suit, proceeding or subpoena based upon HWBK's then-current hourly rates; and
- 12.1.7 The negligence of Client or any of its employees, agents and assigns.

#### **Client Indemnity**

- 12.2 HWBK shall indemnify, defend and hold Client harmless for any Loss with respect to any third party claim or action against Client arising out of or in connection with:
  - 12.2.1 HWBK's obligation under Section 11 above;
  - 12.2.2 Material prepared by HWBK on Client's behalf to the extent it asserts a claim for infringement of copyright, piracy, or plagiarism; or
  - 12.2.3 HWBK's failure to follow Client's express written instructions.
  - 12.2.4 HWBK indemnity obligation shall include, without limitation, payment to Client for any and all personnel time incurred in connection with and such claim, suit, proceeding or subpoena based upon Client's then-current hourly rates; and
  - 12.2.5 The negligence of HWBK or any of its employees, agents and assigns.

#### **Indemnity Procedures**

- 12.3 Upon the assertion of any claim or the commencement of any suit or proceeding against either party (such party, the "**Indemnatee**") that may give rise to a liability to the other party (such party, the "**Indemnitor**") hereunder, Indemnatee shall notify Indemnitor of the existence of such claim and shall give Indemnitor reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection.
- 12.4 Indemnatee shall at all times have the right fully to participate in such defence at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business. Indemnatee shall make available to Indemnitor all books and records relating to the claim, and the parties agree to render to each other such assistance as may reasonably be requested in order to insure a proper and adequate defence.
- 12.5 This Section 12 shall survive the expiration or termination of this Agreement.

### **13 Limitation of Liability**

- 13.1 Except for the indemnity obligations hereunder, in no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential, or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised possibly of or could have foreseen such damages.
- 13.2 Client acknowledges that HWBK's liability for a breach of any express or implied warranty is limited to the cost of resupply of HWBK Service.
- 13.3 This Section 13 shall survive the termination of this Agreement.

### **14 Change Requests**

- 14.1 If either party requests, in writing, a modification to Services, HWBK will, within seven (7) working days (or such longer period as agreed in writing between parties), provide a written report to Client detailing:

- 14.1.1 Any reasonable and fully substantiated increase or reduction in cost associated with the proposed modification;
- 14.1.2 Any amendment required to the time frames for completion of the Project as a result of the proposed modifications; and
- 14.1.3 Any additional data or information required due to the proposed modifications
- 14.2 Within seven (7) working days of receiving the report from HWBK (or such longer period as agreed between the parties), Client will:
  - 14.2.1 Accept the proposed modifications in which case Services shall be taken to be amended from that date; or
  - 14.2.2 Reject the proposed modifications in which case HWBK must continue to perform its obligations in accordance with the previously agreed Services.

## 15 Warranty

Each of the party warrants that:

- 15.1 It is legally and practically able to enter into and fulfil its obligations under and in accordance with this Agreement;
- 15.2 Entry into this Agreement and its performance of this Agreement will not put it in breach of any obligation to any third party as at the Effective Date or throughout the Term; and
- 15.3 All representations, warranties and undertakings are true and correct to the best of its knowledge.
- 15.4 Client warrants that it has not relied on and representations made by HWBK other than those contained in a fully executed instrument embodying the Agreement.

## 16 Use of Materials by Third Parties

- 16.1 After material has been issued by HWBK to the news media or to another third party, its use is no longer under HWBK's control. HWBK cannot assure the use of news material by any third party of the material, including, but not limited to, the accurate presentation of information, supplied by HWBK.
- 16.2 It is understood and agreed that HWBK does not stipulate or guarantee specific or overall results or returns from public relations, publicity, research or any other activity performed by HWBK.

## 17 Insurance

- 17.1 HWBK will maintain insurance for the duration of this Agreement and for a further period of: 12 months in respect of public liability and workers compensation; and 2 years in respect to product liability and professional indemnity insurance, after acceptance of any Project, in accordance with this agreement as follows:
  - Public Liability: \$20 million
  - Product Liability: \$20 million
  - Professional Indemnity: \$ 5 million
  - Workers Compensation: As required by law
- 17.2 HWBK will produce evidence of Insurance maintained under this clause to Client upon reasonable request.

## 18 Relationship of Parties

This Agreement does not create a relationship of employment, agency, or partnership between the parties, except where expressly stated in this Agreement and only for the purpose specified.

## 19 Force Majeure

Neither party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is due to any cause beyond such party's control, including without limitation restrictions of law or regulations, labour disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

## 20 Governing Law

Any controversy or claim arising out of or related to this Agreement shall be governed by the laws of the State of Australia in which this Agreement was issued. Both parties irrevocably consent to the non-exclusive jurisdiction of the courts of the State of Australia in which this Agreement was issued.

## 21 Waiver

No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorised representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

## 22 Notice

All notices required under this Agreement shall be in writing and signed by the party delivering such notice and delivered to Client and HWBK at their respective addresses or via facsimile with electronic confirmation of delivery, or via email.

## 23 Publicity

Client consents to HWBK referring to deliverables and Client for the purpose of publicising HWBK's services and presenting its credentials, but only so long as such references are not likely to be detrimental to Client's reputation. Such references may include Client's name and any other non-confidential materials produced hereunder in HWBK's portfolio, on HWBK's website, intranet, and for internal and trade purposes. All digital products created by HWBK and viewable or available on the Internet will contain the credit "Powered by HWBK" at or near the lower right hand corner.

## 24 Entire Agreement; Severability

- 24.1 This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement concerning the subject matter hereof. This Agreement may only be modified in a writing signed by the parties hereto.
- 24.2 In the event that any provisions of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

## 25 Taxes

- 25.1 Client understands and agrees that Client shall be solely responsible for any sales, withholding, value added, or similar tax of any foreign government.
- 25.2 All fees and expenses stated under this Agreement are GST exclusive and subject to GST as per A New Tax System (Goods and Services Tax) Act 1999 (GST Act).

## 26 Definitions

**Agreement:** means the Project Agreement, Statement of Work and these Terms and Conditions as the context requires.

**Client Material:** means all images, text, audio, video, games, advertising material, trademark, logo or other material owned or licensed by Client provided to HWBK during Term of this Agreement.

**Change Request:** means a written request made by Client prior to the completion of the Project.

**Effective Date:** means the date these Terms and Conditions, any PA or SOW are accepted either through email, verbal or signed.



**Force Majeure:** means a circumstance beyond the reasonable control of the parties (excluding failure to pay) which results in a party being unable to observe or perform on time an obligation under this Agreement, including but not limited to:

- (a) Acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (b) Acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
- (c) Strikes (except by party's own employees, agents and assigns).

**Insolvency Event:** means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the *Corporations Act*), administrator, liquidator or provisional liquidator or analogous person appointed to it, or any of its property, an application being made to the court for an order appointing a liquidator or provisional liquidator to, or for the winding up of, the person and such application is not withdrawn, stayed or stuck-out within 21 days of being made, being taken under section 459F(1) of the *Corporations Act* to have failed to comply with a statutory demand, being unable to pay its debts as and when they fall due or otherwise becoming an insolvent under administration (as defined in section 9 of the *Corporations Act*), any statement by the person that is insolvent, the person that takes any step to obtain or is granted protection from its creditors under any applicable legislation, the person takes any action to enter into a compromise or other scheme or arrangement, or assignment for the benefit of any of its creditors, or any analogous event.

**Intellectual Property Rights:** means all intellectual property rights, including but not limited to the following rights:

- (a) Patents, copyrights, designs, trademarks and any right to have confidential information kept confidential; and
- (b) Any application or right to apply for registration of any of the rights referred to in paragraph (a).

**Prior Material:** means any pre-existing intellectual property owned by either party prior to this Agreement, or developed independently by either party during Term of this Agreement.

**Project:** means the project specified in the Project Agreement or Statement of Work

**Project Agreement:** means an agreement between Client and HWBK for the purposes of undertaking a Project, documented in writing and that, on its terms, seeks to be expressly incorporated into this agreement.

**Services:** means specific communications, marketing and digital projects that are specified in a PA or SOW.

**Statement of Work:** means an agreement between Client and HWBK for the purposes of undertaking a Project, documented in writing and that, on its terms, seeks to be expressly incorporated into this agreement.

## 27 Interpretation

In this Agreement, unless a contrary intention appears:

- 27.1 Any recitals, schedule or annexure form part of this Agreement and have effect as if set out in full in the body of this Agreement;
- 27.2 References to "include" and "including" are to be construed as being a reference to "includes without limitation".

## Schedule A

### Service Hours & Locations

- **Office Hours**                   **09:00am to 06:00pm**
  
- **Office Days**                   **Monday to Friday**
  
- **Office Closes**               **Working day before Christmas Eve**
  
- **Office Reopens**           **First Monday after New Year's Day.**  
   **First working day after New Year's Day if New Year's Day falls on a Monday**
  
- **Office Location**
  - **HWBK**                   **Level 2 / 2 Hill Street**  
   **Surry Hills, NSW 2010**  
   **Australia**

## Schedule B

### 1. Ad Hoc Support Pricing

The following fees are current standard ad hoc support rates

CATEGORY	TIME FOR DIAGNOSIS	RATE
Regular	Ad hoc support requested and performed between 08:00 – 18:00 on business days	\$250 / hour
Overtime 1	Ad hoc support requested and performed between 18:00 – 22:00 on business days	\$350 / hour
Overtime 2	Ad hoc support requested and performed between 22:00 – 08:00 on business days, anytime on the weekend, anytime on public holiday, and any time on those days the HWBK studio is officially closed.	\$450 / hour

Rates stated above are subject to change without notification.

### 2. Notes

- Should support be required outside of business hours or during a period in which the HWBK studio is closed, Client is to call one of the key HWBK contacts, and they will look to address the problems as soon as possible after this time.
- If a request is reported at 16:30 or later on a business day, it is assumed that the diagnosis period would officially begin from the following business day at 08:00. (Unless assistance is specifically required outside of regular business hours).
- The parties agree that if work is specifically requested by Client out of office hours as specified in Schedule A, HWBK will carry out the requested work using the rates defined above.
- In order to commence fulfilling the request, a HWBK team member must be contacted and informed of the request via telephone.