

## Terms of Engagement

May 1, 2021

### 1. Appointment

You appoint Sociallike Media Limited ("we", "us" or "our"), and we accept appointment, to provide the services as detailed in this agreement.

### 2. Period

We will provide the services during the term. We will use our best endeavours to ensure that we comply with any reporting and delivery requirements. We will let you know if further time is required, and why.

### 3. Performance

3.1. We will use our best endeavours to ensure that the services are undertaken in accordance with reasonable standards having regard to the nature and extent of the services and the industry in which we trade.

3.2. We may use a suitably qualified subcontractor to do the work but we will remain responsible for the work.

3.3. We do not predict or warrant any particular result or outcome of the services. Nor do we predict or warrant the use or application of any result or information arising out of or in relation to the services.

3.4. Your contract is with us, not our employees. We are not, nor will we be, liable for any delay or non-performance, directly or indirectly arising from, or attributable to, any circumstances beyond our control.

#### 4. Third party rights

You must ensure that anything resulting from the services does not disturb the rights of third parties, and you indemnify us fully in this regard.

#### 5. Use of services

You shall not transfer, or otherwise deal with, any product produced in performing the services, that utilises our intellectual property otherwise than in accordance with this Agreement, without our prior written consent.

#### 6. Payment

6.1. You shall pay all fees by internet banking, debit or credit card as directed or as otherwise agreed. All within 7 days of receipt of our invoice(s).

6.2. You shall pay the fees, as detailed in this agreement, without deduction, or set off.

6.3. You shall pay interest, calculated at 5% per month, on overdue payments, from the due date, until payment is actually received.

6.4. We shall not be required to perform services during any period payment is in default. Suspension of performance will not affect your obligation to make payment for that or any other period.

6.5. Where a retainer has been allocated, any work that exceeds the budgeted retainer will be charged at a time and materials rate of no more than \$180/hr. We will notify you within 24 hours when your retainer reaches 80% capacity.

## 7. Disbursements

7.1. You will pay all reasonable disbursements that we incur relating to the services, provided we obtain your written consent before incurring them.

7.2. You will reimburse any approved disbursement, upon receipt of a valid invoice, voucher, or other acceptable evidence for that disbursement. We reserve the right not to expend any disbursement prior to receipt of payment from you.

## 8. Assistance from you

8.1. You will promptly provide all information, materials, access and assistance that we reasonably require to perform the services.

8.2. In respect of any information, materials, or assistance provided, you:

8.2.1. Warrant that the information, materials or assistance is yours to give and that it does not disturb the rights of any other person; and

8.2.2. indemnify us against any and all loss or liability which we may suffer or incur in relation to the use of that information, material or assistance.

## 9. Confidentiality

9.1. Both of us will keep confidential, and will not use, or permit to be used, any confidential information, except to the extent that:

9.1.1. the confidential information lawfully becomes public;

9.1.2. the party to whom the confidential information relates, consents in writing to its disclosure; or

9.1.3. by law; or

9.1.4. this agreement permits.

9.2. These confidentiality provisions are in addition to, and do not detract from, any duties of confidentiality imposed on either of us by law, equity or contract.

## 10. Intellectual property

10.1. Both of us acknowledge that neither of us has rights in the intellectual property of the other.

10.2. All reports and images that we produce and supply to you, under this agreement, will become your sole property provided that you pay all fees as they fall due and do not otherwise breach this agreement, but the copyright and all moral rights

in the same remain with us. We may use any such images freely in the promotion of Socialike Media Limited without paying any fee or consideration to you.

10.3. All proprietary rights to the intellectual property arising from this agreement, or developed by us in the course of undertaking the services, shall vest or remain with us, as our sole property.

10.4. Without limiting the above, we may offer you a licence, to use all or part of the intellectual property on terms that both of us agree on. Any licence granted shall:

10.5. restrict you from further licensing the intellectual property,

10.6. have regard to your normal business activities.

10.7. Reservation of right to provide similar services

10.8. We may, as we see fit:

10.8.1. Provide similar services, or products similar to those arising from the services, to, or for the benefit of, any other party;

10.8.2. Utilise any know-how, skill or knowledge that we develop in, or that arises from, undertaking the services, in providing services to other parties.

## 11. Limitation of liability

11.1. To the extent allowed by law, we are only liable to you under, or in relation to, this agreement, or the services, for actual loss suffered by you as the direct result of our wilful default.

11.2. In any event, our liability is limited to a sum equivalent in aggregate to the total net fees that you have actually paid to us under this agreement.

## 12. Termination

12.1. Your initial period can be paused for up to an aggregate of 40 business days with 20 business day's notice.

12.2. This agreement may be terminated at any time by either of us by giving the other party written notice in the event:

12.2.1. In the case of either party the other party becomes insolvent, or ceases to carry on business, or has a receiver appointed in relation to any of its assets.

12.2.2. In our case you fail to make any payment by the due date.

12.3. Termination shall not:

12.3.1. Relieve you from liability to pay the appropriate proportion of the fees.

12.3.2. Relieve either of us from liability for any prior breach.

## 13. Title and risk

13.1. Risk in the deliverables and any products arising out of the services passes to you on delivery.

13.2. Title to the deliverables and any products arising out of the services remains with us until you have paid all fees due under this agreement.

#### 14. Construction

If there is any inconsistency between any proposal presented to you prior to this agreement, then this agreement prevails and if there is any inconsistency between the body of this agreement and any appendix to this agreement marked as such then in relation to the services described in that appendix, that appendix shall prevail.

#### 15. No assignment

This agreement is personal to you. You cannot assign, transfer or deal in any way with this agreement, without our prior written consent (which cannot be unreasonably withheld). Any material change in your shareholding (if a company) is an assignment for the purposes of this clause.

#### 16. Relationship

16.1. Nothing in this agreement shall make us joint venturers, partners or agents of each other, and neither of us can bind the other in any way.

16.2. We may provide you with access to third party platforms and services as part of our service. We are not responsible for the performance of those platforms although we may have contracts with those providers and receive consideration from them.

16.3. We have no authority or ability to negotiate or vary the Services or the terms of the Services or enter into any agreement on behalf of our partners.

#### 17. Entire agreement

This agreement, including any proposal, constitutes the sole and entire agreement between us, relating to the services. There are no oral or written agreements, representations,

understandings or commitments of any kind, express or implied, not expressly set out in this agreement.

## 18. Notices

18.1. All notices under this agreement shall be in writing and personally delivered or sent by prepaid post, or email, to the address of the party to whom the notice is to be given as specified in the proposal.

18.2. Notices shall be deemed to have been delivered on:

18.2.1. The third business day after posting in the case of notices sent by post,

18.2.2. an email reaching the recipient's mail server in the case of an email, unless a verifiable query as to transmission is promptly raised, or

18.2.3. the date of delivery in the case of personal service.

18.3. No delivery by hand or email, shall be valid unless effected prior to 4.30pm on a business day. Any delivery received after 4.30pm will be treated as having been delivered on the next business day.

## 19. Law

19.1. The laws of New Zealand shall govern this agreement. Both of us submit to the non-exclusive jurisdiction of the courts of New Zealand. Neither of us will object to the exercise of jurisdiction by those courts, either for forum non-conveniens, or on any other basis.



19.2. The Consumer Guarantees Act 1993 may apply to any services we provide to you if you acquire these services for personal, domestic or household use. If this act applies, all rights you may have under it apply in addition to the rights you may have in this agreement. Nothing in this agreement will limit or exclude your rights under this act.

19.3. Where you acquire or hold yourself out as acquiring our services for the purpose of a business, then you agree that the provisions of the Consumers Guarantee Act 1993 will not apply to the services or the provision of any other services to you.

## 20. No waiver

Any failure by us to enforce any of the provisions of this agreement shall not constitute a waiver of any rights to future enforcement.

## 21. Variation

Variations, waivers and modifications of this agreement, including the proposal, shall only be valid if in writing and signed by, or on behalf of, us.

## 22. Survival of provisions

The provisions of this agreement relating to third party rights, payment, assistance, confidentiality, intellectual property, provision of similar services, limitation of liability and governing law, shall not expire when this agreement ends.

## 23. Guarantee

If you are a limited liability company, we have entered into this agreement at the request of the person or persons signing this agreement on your behalf and in signing this agreement they have agreed to and hereby guarantee your performance of this agreement. They will not be released from the guarantee because we agree to vary the agreement or we excuse any non-performance on your part (eg. granting time to pay an invoice).

## 24. GST

24.1. All prices are quoted exclusive of GST.

24.2. GST is payable by New Zealand residents and does not apply to overseas orders for export.

## 25. Definitions

In this agreement:

- a. 'business day' means any day of the week on which New Zealand's trading banks are open for business but excluding Saturday and Sunday.
- b. 'commencement date' means the commencement date in the proposal.
- c. 'confidential information' means any information relating to the services, this agreement or the business affairs or financial arrangements of either party.
- d. 'intellectual property' means all information, data, inventions, patents, knowhow, copyright, designs, or the knowledge arising from or developed by me in the course of undertaking the services and includes articles and papers (including those produced, collected or purchased), designs, records, models, samples, processes, software, techniques, methodologies, enhancements or other matters which are produced or arise in relation to the provision of the services or otherwise in relation to this agreement.

- e. 'proposal' means any proposal for services attached to this agreement.
- f. 'reporting requirements' means the reporting requirements specified in an attachment.
- g. 'services' means the services/project that I have agreed to provide to you as referred to in any proposal and set out in an attachment to this agreement marked [Agreement] and any product that is developed in the provision of the services.
- h. 'term' means the term of this agreement commencing on the commencement date and expiring on the earlier of:
  - h.1. the effective date of termination in accordance with clause 13; and,
  - h.2. any specific end date referred to in the proposal; and,
  - h.3. the expiry of 40 Business Days' notice provided no such notice may be given to take effect earlier than 6 months (excluding any paused period) after the Commencement date