

Agreement date: [SIGN DATE]

We, Us or Our: Key PPC Pty Ltd (ACN 627 105 542) - Email: sam@keycommerce.com

You, Your: [CLIENT BUSINESS NAME] - Email: [CLIENT EMAIL]

Services

- In consideration of your payment of the Fee, we will provide the Services in accordance with this Document, whether ourselves or by using our Personnel.
- Depending on the service chosen by You at the time of onboarding, we will provide Google Ads Management and/or Bing Ads Management.
- Management of these services involves onboarding and creating new strategies, optimizing the account on a weekly basis and managing Merchant Center accounts.

Payment

- Management Fee:
 - For up to \$10,000 USD in Marketing Ad Spend across all managed platforms:
 - \$1,500 USD per month to manage Google Ads & Bing Ads
 - For amounts over \$10,000 USD in Marketing Ad Spend across all managed platforms:
 - 5% of the Marketing Ad Spend over \$10,000 USD per month on a monthly basis
- The management fee will be paid upon signing this Document and prior to the commencement of the Services, and monthly thereafter from that date.
- Minimum Term: 3 months
- The Fee (and all other amounts due under this Document) must be paid via our Payment Processor (PinPayments).
- If any payment has not been made in accordance with the Payment Terms, where the payment is more than 7 days overdue, we may (at our absolute discretion) immediately cease providing the Services, and recover as a debt due and immediately payable from you, our Additional Costs of doing so;
- You must provide payment details to, and pay directly, any third parties (such as Google), for the placement of advertising on the relevant Third Party Advertising Platforms.
- You acknowledge that Third Party Advertising Platforms have their own policies and procedures surrounding the calculation and distribution of the Monthly Ad Budget. We are not responsible for any actions of such third parties in the event that these policies result in your advertising expenditure exceeding your Monthly Ad Budget.
- You agree that you are paying to retain our services and the fee for our services is payable regardless of whether or not campaigns and/or account is active.
- The Fee may be increased during the Term, and we will provide you with 30 days' written notice of such change. Any change in the Fee will take effect from the next billing cycle following such change.

Account access

- You will be required to create accounts on, agree to the terms and conditions of, and provide us access to, Third Party Advertising Platforms in order for us to provide the Services. You acknowledge that we are authorised to access the relevant accounts and perform the Services. Your Credentials are stored securely in our systems and can only be accessed by the necessary Personnel. Upon termination of this Document, we recommend you change your Credentials in order to ensure that your security is not compromised.

Representations

- You represent and warrant to us that you have full legal capacity and power to enter into this Document, to perform your obligations under this Document, to carry out the transactions contemplated by this Document, to own your property and assets and to carry on your business; you are not subject to an insolvency event; this Document constitutes legal, valid and binding obligations, enforceable in accordance with its terms; and the execution and performance by you of this Document and each transaction contemplated by it does not conflict with any law, order, judgment, rule or regulation applicable to you or any instrument binding on you.

Warranty

- You warrant that you have not relied upon any warranty, representation, statement, offer or documentation made or provided by or on behalf of us, whether before or after the Start Date, apart from this agreement. This clause will survive the termination or expiry of this Document

Intellectual Property

- You must, upon the Start Date, grant us a perpetual, royalty-free, world-wide, unconditional, transferable and irrevocable licence to use, develop, adapt and modify (Use) all Intellectual Property owned by, or licensed to, you. You must ensure that any such Use does not infringe any Intellectual Property rights of any person.
- If you or any of your Personnel has any Moral Rights in any material provided, used or prepared in connection with this Document, you must (and must ensure that your Personnel) consent to the use or infringement of those Moral Rights.
- To the maximum extent permitted by law, you indemnify, and must continue to indemnify, us against all Liability we suffer or incur arising from or as a consequence of a breach of this clause.
- Unless you have notified us otherwise, you grant us a perpetual, royalty-free, world-wide, unconditional and irrevocable licence to use the Deliverables, the results of your use of the Services and your logo for portfolio purposes and for display on our website.
- This clause will survive the termination or expiry of this Document.

Liability

- Despite anything to the contrary, to the maximum extent permitted by law, we will not be responsible, and will have no Liability, for any works, services, goods, materials or items which: do not form part of the Services, as expressed in the Proposal; or have not been provided by us.
- Despite anything to the contrary, to the maximum extent permitted by law: our maximum aggregate Liability arising from or in connection with this Document (including the Services and/or the subject matter of this Document) will be limited to, and must not exceed, the portion of the Fee paid by you to us for the Services the subject of the relevant claim; and we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- Despite anything to the contrary, to the maximum extent permitted by law, we will have no Liability, and you release and discharge us from all Liability, arising from or in connection with any:
 - loss of, or damage to, any property or any injury to, or death of, any person;
 - errors or omissions in the Deliverables;
 - failure or delay in providing the Services;
 - breach of the terms and conditions of Third Party Advertising Platforms; or
 - breach of this Document or any law,
 - where caused or contributed to by any:
 - event or circumstance beyond our reasonable control; or
 - act or omission of you or your Personnel,
 - and, in any event, any defect, error, omission or lack of suitability or benefit (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the Services. For clarity, this includes any anticipated growth in business revenue.
- You acknowledge and agree that:
 - the provision of the Services may be contingent on, or impacted by, Third Party Advertising Platforms; and
 - despite anything to the contrary, to the maximum extent permitted by law, we will not be responsible, and will have no Liability, for any default or breach of this Document or law, if such default or breach was caused or contributed to by any Third Party Advertising Platforms.

- You agree that, to the maximum extent permitted by law, this Document excludes all terms, conditions and warranties implied by statute, in fact or on any other basis, except to the extent such terms, conditions and warranties are fully expressed in this Document. This clause 8 will survive the termination or expiry of this Document.
- You agree to not attempt to attempt to update, edit or alter marketing campaigns or Third Party Advertising Platforms to which the Services relate in a way that impacts upon the performance of the Services, including the relevant marketing campaign. If you or your personnel act in contravention of this clause, we may charge an Additional Fee to remedy such actions.

Termination

- If either party would like to terminate this agreement, a 30 days notice period must be provided in writing.
- This Document can also be terminated immediately upon written notice by:
 - either Party, if mutually agreed in writing between the Parties;
 - us, if you are in breach of this Document and that breach has not been remedied within five Business Days of being notified by us;
 - us, if you are subject to an insolvency event; or
 - you, if we are in breach of a material term of this Document and that breach has not been remedied or overcome within 15 Business Days of being notified by you.
- Termination of this Document will not affect any rights or liabilities which a Party has accrued under it.
- Upon termination of this Document, you will (and will ensure that your Personnel) pay the Fee in full; and all Additional Costs resulting from the termination of this Document, to us as a debt due and immediately payable;
- You agree to not disparage or otherwise make any unfavourable statements or comments regarding us or our Personnel, either directly or by implication, verbally or in writing; immediately return to us all property, including Confidential Information and Intellectual Property belonging to us or our Personnel, in your or your Personnel's possession; and not use any Intellectual Property belonging to us or our Personnel.
- This clause will survive the termination or expiry of this Document.

Mediation

- A Party must not commence court proceedings relating to any dispute arising from, or in connection with, this Document (Dispute) without first complying with this clause 10 unless that Party is seeking urgent interlocutory relief; or the Dispute relates to compliance with this clause.
- In the event of a Dispute, the Party claiming there is a Dispute must give written notice to the other Party setting out the details of the Dispute and proposing a resolution (Dispute Notice).
- Within 5 Business Days after receiving the Dispute Notice, the Parties must, by their senior executives or senior managers (who have the authority to reach a resolution on behalf of the Party), meet at least once to attempt to:
 - resolve the Dispute; or
 - agree on the method of resolving the Dispute by other means,
 - in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged.
- If the Parties do not:
 - resolve the Dispute; or
 - (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute,
- within 15 Business Days after receipt of the Dispute Notice, the Dispute shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one.
- Notwithstanding the existence of a Dispute, the Parties must continue to perform their obligations under this Document.
- This clause will survive the termination or expiry of this Document.

Assignment:

- You may not assign, transfer or otherwise deal with all or any of its rights or obligations under this Document without our prior written consent. We may assign, transfer or otherwise deal with all or any of our rights or obligations under this Document without your prior written consent. Any purported dealing in breach of this clause 12.6 is of no force or effect.

Costs and expenses:

- Each Party must pay its own costs and expenses (including legal costs) in connection with the negotiation, preparation and execution of this Document and any instrument relating to it.

Relationship of Parties:

- This Document is not intended to create a partnership or joint venture relationship between the Parties. Neither Party is an agent, representative or employee of the other. Nothing in this Document gives a Party authority to bind the other Party in any way.

Independent legal advice:

- Each Party acknowledges and agrees that it has had an opportunity to read this Document, it agrees to its terms and, prior to executing it, it has been provided with the opportunity to seek independent legal advice about its terms.

Severance:

- If a provision of this Document is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from this Document without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Document.

Entire agreement:

- This Document contains the entire understanding between the Parties, and supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

Amendment:

- This Document may only be amended by written instrument executed by all Parties.

Governing law and jurisdiction:

- This Document is governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

Executed as an agreement for and on behalf of [CLIENT BUSINESS NAME] by its duly authorised representative:

Name of Representative:

[CLIENT NAME]

Date:

[SIGN DATE]