



STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

1. Engagement

- 1.1 This Agreement comprises these terms and conditions and the description of the services described as being provided. In the event of any inconsistency, the terms and conditions in this document prevail.
- 1.2 The terms and conditions in this Agreement apply to the provision of the Services (referred to in clause 2) by Media Stable Pty Ltd ("Media Stable") to the person identified as the Member.
- 1.3 This Agreement constitutes the entire agreement between Media Stable and the Member. No terms are to be implied into this contract other than those implied under statute. This Agreement supersedes all previous terms and conditions relating to this engagement and any changes relating to these.

2. Our Services

- 2.1 If the Member has selected Essential Expert Profile, the Services to be provided by Media Stable are:
 - 2.1.1 review and edit the Member's Media Profile based on information provided by the Member;
 - 2.1.2 make the Media Profile available to media businesses via its platform, the Media Board for 12 months;
 - 2.1.3 on request from the Member:
 - (a) 12 half-hour sessions of mentoring with Media Stable's media engagement team;
 - (b) interview preparation, coaching and review;
 - (c) real-time newsworthy prompting – alerting the Member to news of the day/week that relates to Members industry and expertise, and assistance to develop content ideas based on the news;
 - (d) one complimentary ticket to one in-person #MeetTheMedia event;
 - (e) publish stories and story ideas on the Media Board;
 - (f) copywriting, ghost-writing, Op-Ed editing, framing and pitching of your content to applicable media; and
 - 2.1.4 where sufficient demand from media businesses exists and where Media Stable considers it appropriate:
 - (a) liaising with journalists to organise interviews; and
 - (b) further distribute the Media Profile to media businesses; and
 - (c) pitch stories and story ideas to media businesses.
- 2.2 If the Member has selected Lite Expert Profile, the Services to be provided by Media Stable are:
 - 2.2.1 review and edit the Member's Media Profile based on information provided by the Member;
 - 2.2.2 make the Media Profile available to media businesses via its platform, the Media Board for 12-months;
 - 2.2.3 on request from the Member:
 - (a) publish stories and story ideas on the Media Board; and
 - (b) six half-hour sessions (bi-monthly) of mentoring with Media Stable's media engagement team.
 - 2.2.4 where sufficient demand from media businesses exists and where Media Stable considers it appropriate:
 - (a) pitch stories and story ideas to media businesses; and
 - (b) pre-interview advice and tips.
- 2.3 If the Member has selected Pro membership, the Services to be provided by Media Stable are:
 - 2.3.1 review and edit the Member's Media Profile based on information provided by the Member;
 - 2.3.2 make the Media Profile available to media businesses via its platform, the Media Board for 12-months;
 - 2.3.3 on request from the Member:
 - (a) goal orientated, tailored support and management of the Member's communications plan;
 - (b) interview preparation, coaching and review;
 - (c) up to 20 hours per month of direct assistance from a Media Engagement Manager; and
 - (d) write and publish story pitches, Media Board pitches, all external communications and content including long form opinion editorials.
 - (e) Fortnightly collaborative content creation meetings focused on media advisory and strategy, guidance on Australian media, brainstorming story ideas, drafting content, headline crafting, content editing and assistance, advice and tips;
 - (f) Two complimentary #MeetTheMedia tickets – Media Stable's premier media introduction and education event;
 - 2.3.4 where sufficient demand from media businesses exists and where Media Stable considers it appropriate:
 - (a) liaise with producers, journalists, editors to organise interviews, filming, case studies and photography;
 - (b) pitch stories and story ideas to media businesses;
 - (c) provide copywriting, ghost-writing, Op-Ed editing, framing and content pitching services to media businesses; and



- (d) Bespoke media events including planning and execution, and on-day coordination.

2.3.5 provide crisis management in the form of general advice and suggestions in respect of particular issues.

2.4 If the Member has selected Bespoke Media Mentoring and Guidance, the Services to be provided will be those agreed in writing.

2.5 Any advice or opinion relating to the Services is provided solely for the Member's benefit. Except as required by law, the Member may not disclose all or any part of the advice or opinion in any way, including by publication or electronic media, to any other party without Media Stable's written consent. Media Stable disclaims all responsibility for the consequences of anyone, apart from the Member, relying on Media Stable's advice and/or opinion without Media Stable's written consent.

3. Duration

3.1 This Agreement commences on the date the Member's Media Profile is made available by Media Stable to media businesses and continues for an initial period of 12 months.

3.2 At the end of the term in clause 3.1, unless the Member has elected to terminate this Agreement pursuant to clause 12.1, this Agreement will automatically renew and the annual subscription fee will become immediately payable.

4. Fees & Refunds

4.1 The Member must pay the current annual subscription fee to Media Stable prior to Media Stable releasing the Member's Media Profile, subject to receipt of a tax invoice from Media Stable. Media Stable is not obliged to provide the Services until it receives the subscription fee. If Media Stable does provide the Services prior to being paid the subscription fee, the Member must pay an addition processing fee of \$300.00 (excl. GST).

4.2 Once a Media Profile has been made available by Media Stable, the Member will not be entitled to any refund or return of the annual subscription fee, except as expressly provided for in this Agreement.

5. Member Representations & Warranties

5.1 The Member warrants that the information it provides to Media Stable, particularly concerning the Media Profile, is true, accurate and complete.

5.2 The Member will provide promptly to Media Stable all reasonable and necessary assistance, including access to all current and accurate information which Media Stable considers to be relevant to the provision of the Services. The Member must provide and update information to Media Stable where there has been a material change to that information (including but not limited to that information becoming untrue or misleading).

5.3 Media Stable will rely on the information and material that the Member or another party provides. Media Stable will not verify this information or material unless the Member requests or advises Media Stable to do so and Media Stable agrees to do so as part of the Services. The Member is responsible for the completeness and accuracy of the information and materials the Member supplies to Media Stable, and confirming any information and material provided by another party is complete and accurate.

6. Media Stable Representations & Warranties

6.1 Media Stable warrants that:

6.1.1 it has the necessary skills, expertise, equipment and platform, to provide the Services;

6.1.2 it will exercise reasonable skill and care to provide the Services; and

6.1.3 the Services will be fit for their purpose as defined in, or to be reasonably inferred from, this Agreement.

6.2 Media Stable makes no representations and warranties other than those expressly set out in clause 6.1.

6.3 The Member agrees and acknowledges that Media Stable:

6.3.1 may refuse, close or limit access to any media business from its platform at its complete discretion;

6.3.2 other than the services in clause [n], the Services will be provided as Media Stable is able to do so, and the Member is not guaranteed to receive those Services;

6.3.3 has no control over the media businesses' demand for a person like the Member, choice of an expert, or demand for the Member's stories or expertise; and

6.3.4 may provide the Services to other people who are similar to or compete with the Member and may provide them with preferential treatment.

7. Non-Conformance

7.1 The Member must inform Media Stable immediately if the Member considers the Services are not in accordance with this Agreement. The Member must give Media Stable the opportunity to rectify the services which are being provided. If the Member fails give notice and the opportunity to rectify, Media Stable is not liable for any alleged non-conformity.

8. Copyright & Intellectual Property

8.1 Unless otherwise agreed in writing, Media Stable retains all copyright and intellectual property rights in all material developed, designed or created by Media Stable in the course of carrying out the Services, including the Media Profile. Any new copyright and intellectual property rights which is created during the course of this Agreement vests immediately in Media Stable.

8.2 The Member warrants that all information, documents and material provided to Media Stable will not infringe the copyright or intellectual property rights of any third party.



- 8.3 The Member must not use the Media Stable name or logo on any website or in any public statement without Media Stable's prior written consent.

9. Exclusion and Limitation Of Liability

- 9.1 Media Stable is not liable for any consequential loss or damage of the Member.
- 9.2 Media Stable's liability associated with this Agreement and the Services is limited to the most recent annual subscription fee paid by the Member (if any). Media Stable's liability is limited to a proportion of the total direct loss and damage (including costs and interests) that is attributed to the extent of responsibility of Media Stable for such loss and damage. The Member agrees that to the extent that any loss or damage suffered by the Member is attributed to any act, omission conduct, fault, or on the part of any person for whom the Member is responsible (including other advisors to the Member), Media Stable and its partners and employees have no liability (in tort, contract, statute or otherwise) for such loss or damage. For the purposes of the application of any legislation relating to the appointment of liability, any claim or action taken by the Member against Media Stable under this Agreement shall be deemed to be an apportionable claim.

10. Indemnities

- 10.1 To the extent permitted by law, the Member agrees to indemnify and keep indemnified Media Stable, and its partners (including media businesses) and employees against all losses, liabilities, claims, costs or expenses incurred in respect of any claim or action by a third party arising from or in connection with a breach of this Agreement (including negligence). This indemnity does not apply to any liabilities, costs or expenses incurred in defending a claim by a third party which results from any wilful misconduct by Media Stable.
- 10.2 Media Stable is not liable for any losses, damages, costs or expenses arising out of errors due to the provision to it of false, misleading or incomplete information or documentation or due to any acts of omission of any other person. The Member indemnifies Media Stable from any liability it may have to the Member or any third party as a result of any information supplied to Media Stable by the Member or any of its agents where such information and documentation is false, misleading or incomplete in a material respect.

11. Dispute Resolution

- 11.1 If there is a dispute in respect of this Agreement or the provision of the Services, the party alleging a dispute must give written notice to the other party setting out the nature of the dispute, what steps the party considers should be taken to resolve the dispute and provide a reasonable timeframe for resolving the dispute. If the dispute is not resolved within a reasonable timeframe, the parties must meet in good faith to seek to resolve the dispute. If the dispute is not resolved following the meeting, either party may terminate this agreement in accordance with clause 12.
- 11.2 This clause 11 does not apply where a party seeks urgent relief or payment of money under this Agreement.

12. Termination Of The Agreement

- 12.1 After the initial 12-month period, the Member may terminate this Agreement at any time by providing 30 days written notice to Media Stable. Any funds that might be in credit will be forfeited.
- 12.2 Media Stable may terminate this Agreement by providing written notice to the Member where:
- 12.2.1 the Member does not pay any amount owing;
 - 12.2.2 in Media Stable's view, the necessary relationship of confidence no longer exists between the parties;
 - 12.2.3 in Media Stable's view, the Member has engaged in conduct that is defamatory, misleading or inappropriate;
 - 12.2.4 in Media Stable's view, the Member is in breach of this Agreement; or
 - 12.2.5 Media Stable thinks it appropriate in the circumstances, in which case Media Stable will pro-rata refund the annual subscription fee paid.
- 12.3 Upon termination of the Agreement, the Member must not use the Media Profile or associate itself in any way with Media Stable.

13. Changes

- 13.1 Changes to this agreement must be in writing and signed by Media Stable.

14. Governing Law & Jurisdiction

- 14.1 The Agreement is governed and construed in accordance with the law of Western Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Western Australia for determining any disputes or proceedings arising out of an or in connection with this Agreement.