

Neuralle

NEURALLE PTY LTD ABN 75 608 278 593

CLIENT SERVICES AGREEMENT

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CLIENT SERVICES AGREEMENT

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A PARTIES

A.1 Company

Name	Neuralle Pty Ltd ABN 75 608 278 593 (Company)
Address	502/153 Wellington Parade South, East Melbourne VIC 3002
Contact	Jordan Michaelides - jordan@neuralle.com

A.2 Client

Name	
Address	
Contact	

EXECUTION

By signing below, the parties agree to the terms set out in this Client Services Agreement.

EXECUTED by **NEURALLE PTY LTD** in
accordance with the *Corporations Act 2001* (Cth)
by:

Director
Date
Name

Director/Secretary
Date
Name

EXECUTED by the **CLIENT** by:

Name
Date
Position

Name
Date
Position

CLIENT SERVICES AGREEMENT

Neuralle Pty Ltd ABN 75 608 278 593 (**Company**) provides custom content creation and digital marketing services. This Client Services Agreement governs all services provided by the Company to the Client.

1 DEFINITIONS

1.1 The following definitions apply in this document:

- (a) **ABN** means Australian Business Number.
- (b) **Agreement** means this Client Services Agreement.
- (c) **Approval** means approval of a Scope or Deliverable by an Authorised Person.
- (d) **Authorised Person** means the directors or employees of the Client authorised by the directors to approve a Scope or Deliverable, and in default shall be any person named as a Client contact in the Parties section of this Agreement.
- (e) **Authorised User** means a user of the Platform authorised by the Client to use the Client's Platform account.
- (f) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.
- (g) **Change Request** means a written notice from the Client requesting a change to the Deliverables subject to the Scope, or any additional work not specified in a Scope or otherwise previously agreed to be provided by the Company.
- (h) **Client** means a client or customer of the Company that uses any of the Services, and includes the client as identified on any Scope or any "Parties" section to this Agreement.
- (i) **Client IP** means all Intellectual Property of the Client contained in any information provided to the Company in the course of providing the Work.
- (j) **Commencement Date** means the earlier of:
 - i The date stated as the Commencement Date in a Scope, which in default shall be the date the Scope is accepted by the Client; or
 - ii The date when the Company first provides Services to the Client.
- (k) **Company** means Neuralle Pty Ltd, ABN 75 608 278 593 an Australian company.
- (l) **Company IP** means all Intellectual Property of the Company incorporated in the Work or Platform, and includes any updates or improvements made to that Intellectual Property.
- (m) **Confidential Information** means any written or verbal information that:
 - i Is about each party's business or affairs;
 - ii Is about the conduct of each party under this Agreement and the during the term of this Agreement;

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- iii A party informs the other party that it considers it confidential and/or proprietary;
 - iv A party would reasonably consider to be confidential in the circumstances; and
 - v Is personal information within the meaning of the Privacy Act.
- but does not include information that a party can establish:
- vi Was in the public domain at the time it was given to that party;
 - vii Became part of the public domain, without that party's involvement in any way, after being given to the party;
 - viii Was in party's possession when it was given to the party, without having been acquired (directly or indirectly) from the disclosing party; or
 - ix Was received from another person who had the unrestricted legal right to disclose that information free from any confidentiality obligation.
- (n) **Custom Content** means any Deliverable content created by the Company for the Client under this agreement, and includes:
- i Blog posts and articles;
 - ii Video or film;
 - iii Podcasts;
 - iv Press releases;
 - v Advertising, website or other promotional copy;
 - vi Photographs and captions;
 - vii Layouts, artwork or scripts; and
 - viii Any other media subject to a Scope.
- (o) **Deliverable** means any deliverable supplied by the Company subject to a Scope.
- (p) **Expenses** has the meaning set out in clause 11.1(e).
- (q) **Fee** means a fee charged by the Company for the provision of any Services.
- (r) **Fixed Fee Rate** means any set Fee that applies to a particular set of Work.
- (s) **GST** has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (t) **Intellectual Property** means any intellectual property rights, whether registrable or not, including all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property of a party in any part of the world, and including applications

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for the registration of any such rights and any improvements, enhancements or modifications to such registrations.

- (u) **Intellectual Property Rights** means, for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property, applications for the registration of any Intellectual Property and any improvements, enhancements or modifications to any Intellectual Property registrations.
- (v) **New IP** means Any Intellectual Property generated by the Company for the Client in the process of providing the Work.
- (w) **Platform** means the Company's proprietary suite of tools and features made available to Users via the Site.
- (x) **Privacy Act** means the Privacy Act 1988 (Cth).
- (y) **Privacy Policy** means the Company's privacy policy as updated from time-to-time, which can be found at <http://www.neuralle.com/privacy-policy>.
- (z) **Scope** means any scope, project specification, statement of work, proposal or quote prepared by the Company, and accepted by the Client in writing.
- (aa) **Services** means the services provided by the Company subject to this Agreement.
- (bb) **Special Conditions** means any particular arrangements made between the parties that are governed by this Agreement and/or change any term or condition of this Agreement.
- (cc) **Site** means the Company's website accessible at <http://www.neuralle.com>.
- (dd) **Subscription Fee** means a Fee charged by the Company to the Client on a periodical basis.
- (ee) **Tax Invoice** has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (ff) **Third-Party IP** means any rights which are owned by a third-party that are attached to any materials included in the Work, which may be attached to (without limitation) code, web-design templates, photographs; written works; visual and artistic design; video and film; and audio recordings.
- (gg) **User** means any registered Client or Authorised User that uses the Platform.
- (hh) **User Content** means images, information, documents or other data that is uploaded or input into the Platform by the User or that forms part of the User's Intellectual Property.
- (ii) **Work** means the Services and Deliverables subject to a Scope.

2 AGREEMENT AND COMMENCEMENT

- 2.1 The relationship between the parties shall be governed by the terms of this Agreement until terminated under the provisions of this Agreement.

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2.2 This Agreement commences on the Commencement Date. Where the Commencement Date pre-dates the Agreement Date the Parties expressly acknowledge that the terms and conditions of this Agreement, to the extent reasonably possible, commenced on the Commencement Date, and this Agreement is the formalisation of an existing undocumented agreement between the Parties.

2.3 In order to accept the terms of a Scope the Client must accept the terms of this Agreement. If the Client does not accept the terms of this Agreement, it must not accept a Scope.

3 SERVICES

3.1 The Company may provide any of the following services (**Services**) to the Client:

- (a) Custom Content creation;
- (b) Social media marketing;
- (c) Search engine optimization (**SEO**);
- (d) Search engine marketing (**SEM**);
- (e) Email marketing;
- (f) Content marketing;
- (g) Paid social media advertising; and
- (h) Such other services as may be agreed between the parties from time-to-time.

3.2 Any project specification, proposal or quote prepared by the Company and accepted by the Client (whether orally or in writing) sets out the scope (**Scope**) of the Services and Deliverables the Client has requested (**Work**). The Work will not extend beyond that scope unless the Company and the Client agree in writing.

3.3 The Company will provide the following Work to the Client:

- (a) The Services; and
- (b) Such other services and Deliverables as described in a Scope as may be agreed from time to time.

3.4 The Client acknowledges that (unless specified as a Deliverable in a Scope) the Company makes no representation or guarantee that the Client will achieve particular outcomes as a result of the Services.

4 CLIENT APPROVAL

4.1 The Client shall notify the Company in writing of any change regarding who is an Authorised Person during the term of this Agreement.

4.2 The Company shall not be responsible for any delay in carrying out the Work that results from the unavailability of an Authorised Person to provide Approval, or if an Authorised Person otherwise fails to meet a deadline for providing Approval.

4.3 Approval shall be provided by:

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- (a) A letter, fax, email or other online direct messaging service used by the Company from an Authorised Person bearing Approval; or
 - (b) Oral approval by an Authorised Person, either by phone, VOIP or face-to-face.
- 4.4 After obtaining Approval of a Scope, the Company shall submit draft Custom Content to the Client for specific Approval as required.
- 4.5 Approval of drafts or proofs shall be taken by the Company as authorisation to publish.
- 4.6 The Client shall not obtain any rights to a draft or proof of a Deliverable until it has provided Approval.

5 CHANGE REQUESTS

- 5.1 No Change Request from the Client is valid until accepted in writing by the Company.
- 5.2 Unless agreed otherwise in writing, the Company's usual rates (as specified in the Scope or otherwise provided to the Client) shall apply in respect of any Change Request undertaken by the Company.

6 RELATIONSHIP

- 6.1 The Company warrants that it is an independent service provider to the Client and that it is not an employee or partner of the Client in any way.
- 6.2 The Company will not:
 - (a) Hold itself out as an agent of the Client, except to the extent necessary to carry out the Work; or
 - (b) Incur obligations or liabilities on behalf of the Client unless the Client provides written permission.

7 KEY OBLIGATIONS

- 7.1 The Company will:
 - (a) Ensure that the Work is complete and provided in a timely manner and/or in accordance with any timeframes agreed by the parties;
 - (b) Ensure that the Work is provided in accordance with the standards outlined in the Scope;
 - (c) Establish and maintain clear channels of communication at all times with the Client, and promptly answer any questions asked by the Client;
 - (d) Comply with all the relevant laws and industry standards in respect of providing the Work; and
 - (e) Act in accordance with the Client's reasonable directions while providing the Work.

8 THE CLIENT'S KEY OBLIGATIONS

8.1 The Client will:

- (a) Ensure that the Company has access to all the:
 - i Resources, personnel, electronic systems and premises required to provide the Work; and
 - ii All facilities and materials and information reasonably requested by the Company to provide the Work;
- (b) Establish and maintain clear channels of communication at all times with the Company;
- (c) Promptly provide clear, complete and timely instructions (including meeting any deadline) and all necessary information and documents to enable the Company to provide the Work effectively.
- (d) The Client must immediately advise the Company, if the Company have misunderstood the Client or made incorrect assumptions.
- (e) Promptly provide the Company with a copy of all applicable policies, procedures, rules, regulations, standards of conduct and requirements relevant to the provision of the Services.

9 SUBCONTRACTING

- 9.1** The Company may engage such third-parties as are necessary to provide the Work without the Client's approval.
- 9.2** The Company shall be responsible for ensuring that all third-party subcontractors comply with the Company's obligations under this Agreement, including those of Confidentiality.

10 PLATFORM

10.1 General

- (a) To use the Platform, the User must log into the Platform and have set up their account.
- (b) The User agrees that all use of the Platform is subject to:
 - i This Agreement;
 - ii The Privacy Policy; and
 - iii Any terms of service documentation that applies specifically to the use of the Platform.
- (c) The Platform is only available to Users over the age of 18.
- (d) The Client shall be responsible for:
 - i Paying the Fees; and

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- ii Each Authorised User's use of the Platform that the Client authorises.
- (e) The Client is responsible for ensuring each Authorised User complies with the terms of this Agreement, and any terms of service that apply to the use of the Platform.
- (f) The Company may suspend the account or restrict the access of any User that breaches the terms of this Agreement.

10.2 Using the Platform.

The Company may provide the Client with access to the Platform for the purposes of forming a Scope and/or providing the Services. The Platform may enable the Client to:

- (a) Submit a request for Services to the Company (**Service Request**);
- (b) Communicate with the Company regarding:
 - i A Scope;
 - ii Services; and/or
 - iii Deliverables.
- (c) Review Services, drafts and/or Deliverables;
- (d) Provide Approval; and
- (e) Such other features as the Company may make available from time-to-time.

10.3 Service Requests.

Where the Client submits a Service Request:

- (a) The Company may respond to the Client via the Platform, email or other online direct messaging service used by the Company and:
 - i Accept the Service Request;
 - ii Reject the Service Request; or
 - iii Request further details in relation to the Service Request.
- (b) If the Company accepts a Service Request standard pricing as described on the Site shall apply, unless agreed otherwise between the parties. Such accepted Service Request shall then constitute a Scope for the Work subject to the Service Request.
- (c) The Company shall advise the Client of any reason why a Service Request is declined. The declining of a Service Request shall not restrict the Client from submitting another Service Request if the reason for rejection is capable of remedy by the Client.

10.4 Licence

- (a) By accepting the terms and conditions of this Agreement, the User is granted a limited, non-exclusive and revocable licence to access and use the Platform for

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the duration of this Agreement, in accordance with the terms and conditions of this Agreement.

- (b) The Company may issue the licence to the User on the further terms or limitations (including the number of users or volume of use or transactions) as it sees fit.
- (c) The Company may revoke or suspend the User's licence(s) in its absolute discretion for any reason that it sees fit, including for breach of the terms and conditions in this Agreement by the User.

10.5 Modification of Terms

- (a) The terms of this Agreement may be updated by the Company from time-to-time.
- (b) Where the Company modifies the terms, it will provide the User with written notice, and the User will be required to accept the modified terms in order to continue using the Platform.

10.6 Software-as-a-Service

- (a) The User agrees and accepts that the Platform is:
 - i Hosted by the Company and shall only be installed, accessed and maintained by the Company, accessed using the internet or other connection to the servers operated by the Company and is not available 'locally' from the User's systems; and
 - ii Managed and supported exclusively by the Company from the servers operated by the Company and that no 'back-end' access to the Platform is available to the User unless expressly agreed in writing.
- (b) As a hosted and managed service, the Company reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter the Platform.

10.7 Support

- (a) The Company provides user support for the Platform via the email address jordan@neuralle.com.
- (b) The Company shall endeavour to respond to all support requests within 1 Business Day.

10.8 Use & Availability

- (a) The User agrees that it shall only use the Platform for legal purposes and shall not use it to engage in any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by the Company in its discretion.
- (b) The User is solely responsible for the security of its username and password for access to the Platform. The User shall notify the Company as soon as it becomes aware of any unauthorised access of its the Platform account.
- (c) The User agrees that the Company shall provide access to the Platform to the best of its abilities, however:
 - i Access to the Platform may be prevented by issues outside of its control; and

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- ii It accepts no responsibility for ongoing access to the Platform.

10.9 Privacy

- (a) The Company maintains the Privacy Policy in compliance with the provisions of the Privacy Act for data that it collects about the User and other customers.
- (b) The Privacy Policy does not apply to how the Client handles personal information. If necessary under the Privacy Act, it is the Client's responsibility to meet the obligations of the Privacy Act by implementing a privacy policy in accordance with law.
- (c) The Platform may use cookies (a small electronic tracking code) to improve a User's experience while browsing, while also sending browsing information back to the Company. The User may manage how it handles cookies in its own browser settings.

10.10 Data

- (a) **Security.** The Company takes the security of the Platform and the privacy of its Users very seriously. The User agrees that the User shall not do anything to prejudice the security or privacy of the Company's systems or the information on them.
- (b) **Transmission.** The Company shall do all things reasonable to ensure that the transmission of data occurs according to accepted industry standards. It is up to the User to ensure that any transmission standards meet the User's operating and legal requirements.
- (c) **Storage.** The Company stores data on servers based in the USA according to accepted industry standards. If the User requires its User Data to be stored in a different location, the Company may charge the User a fee to do so.
- (d) **Backup.** The Company shall perform backups of its entire systems in as reasonable manner at such times and intervals as is reasonable for its business purposes. The Company does not warrant that it is able to backup or recover specific User Data from any period of time unless so stated in writing by the Company.

10.11 Disclaimer of Third Party Services & Information

- (a) The User acknowledges that the Platform is dependent on third-party services, including but not limited to:
 - i Banks, credit card providers and merchant gateway providers;
 - ii Telecommunications services;
 - iii Hosting services;
 - iv Email services; and
 - v Analytics services.
- (b) The User agrees that the Company shall not be responsible or liable in any way for:

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- i Interruptions to the availability of the Platform due to third-party services;
or
- ii Information contained on any linked third party website.

11 FEES & PAYMENT

11.1 Fees

- (a) The Company will charge the Client such fees as specified in the Scope (**Fees**) which may include:
 - i A Fixed Fee Rate;
 - ii An upfront Fee;
 - iii A Subscription Fee; and/or
 - iv Payment terms in accordance with a specified payment schedule.
- (b) Where a Fixed Fee Rate applies the Client agrees:
 - i To pay the upfront Fee for the Company's commitment to undertake the agreed work;
 - ii The Fixed Rate Fee only covers work done within the Scope;
 - iii The Client must provide instructions (and all required information and other documents) to the Company within the timeframe(s) specified in the Scope; and
 - iv The Fixed Fee Rate does not cover any work done outside of (i) to (iv) (inclusive) above.
- (c) The Company reserve the right to not undertake any work falling outside of 11.1(b)(b)i to 11.1(b)(b)iii above without additional payment or an agreement by the Client to pay the Company at its hourly rates. The Company will advise the Client as soon as reasonably practicable where work falls outside of these parameters and give the Client an estimate of the additional costs/rates.
- (d) Where a Subscription Fee applies, the Client agrees to pay the Subscription Fee in advance, and at such periods as specified in the Scope, which in default shall be monthly. Unless agreed otherwise the Subscription Fee shall be charged in accordance with the pricing on the Site.
- (e) If the Company obtains any goods or services for the Work from third parties the Client agrees to pay these at cost (**Expenses**). Such Expenses may include, without limitation:
 - i Design, artwork and print;
 - ii Film or animation production;
 - iii Photography and prints;
 - iv Specialist IT software;

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- v Third-party hosting services; and
- vi Any other expense not included in the Fees subject to the Scope.
- (f) For the avoidance of doubt any services contained in Expenses shall not constitute subcontracting pursuant to clause 9 of this Agreement.
- (g) The Company shall obtain approval from the Client prior to incurring the cost of any Expenses.
- (h) Unless otherwise stated, fees are exclusive of GST, which is payable in addition at the prevailing rate.

11.2 Invoicing & Payment

- (a) The Company shall provide a Tax Invoice to the Client for any paid Work provided.
- (b) The Client agrees to pay any Tax Invoice promptly and within the stated timeframe, which in default shall be within 1 Business Day from the date of the invoice. Payment shall be by electronic transfer into the Company's nominated bank account unless otherwise agreed between the Parties.

11.3 Disputed Tax Invoice

- (a) Should the Client dispute any charge on a Tax Invoice, the Client must notify the Company of the disputed item within 5 business days of the date of the Tax Invoice.
- (b) The Client must pay the amount of the Tax Invoice not in dispute within the stated timeframe.
- (c) Failure by the Client to notify the Company of a disputed Tax Invoice within 10 business days shall be deemed acceptance by the Client of the entire Tax Invoice.

11.4 Interest

The Company may charge interest at a rate of 10% per annum on overdue Tax Invoices.

11.5 Late Payment.

- (a) If the Client does not pay the full Fees as required, the Company may suspend all Work.
- (b) If Fees are not brought out of arrears within 7 days of becoming overdue, the Company may cease providing the Work without notice and end this Agreement.
- (c) The Client agrees that the Company shall not be responsible or liable in any way for:
 - i Interruptions to the availability of Work in the event of (a);
 - ii Loss of Client IP in the event of (b).

12 INTELLECTUAL PROPERTY

12.1 Company IP

- (a) The Client acknowledges that the Company retains ownership of all of the Company IP.
- (b) The Company grants the Client a non-exclusive, perpetual, non-transferable, royalty free and worldwide licence to use, for the purposes of its day to day business, the Company IP to the extent that it is contained within the Work.

12.2 Client IP

- (a) The Company acknowledges that the Client retains ownership of all of Client IP.
- (b) The Client grants the Company a non-exclusive, perpetual, non-transferable, royalty free and worldwide licence to use the Client IP to the extent that it is contained within the Work.
- (c) The Client grants the Company a non-exclusive, perpetual, non-transferable, royalty free and worldwide licence to use the Client IP/Client's name and logo in the Company marketing or tender documents, unless the Client directs the Company not to.

12.3 Third-Party IP

The Company shall grant to the Client such rights as the owner of the Third-Party IP permits the Company to grant the Client.

12.4 New IP

- (a) New IP is owned absolutely by the Client and vests in the Client immediately.
- (b) To the extent that the Company may at any time acquire any right, title or interest in the New IP, the Company, by this document, agrees to assign to the Client all such rights, title and interest in the New IP.
- (c) Unless otherwise agreed in writing by the parties, and notwithstanding any provision of this Agreement to the Contrary, the Client grants the Company a non-exclusive, perpetual, non-transferable, royalty free and worldwide licence to use, for the purposes of its day to day business, the New IP to the extent that it is contained within the Work.
- (d) The Client may only use the New IP for the purpose for which it was created, and no work in draft or incomplete form, or that was not otherwise Approved may be used or published as finished work without the Company's prior written consent.

13 CONFIDENTIALITY

13.1 A party shall not:

- (a) Use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this Agreement; or
- (b) Disclose any of the Confidential Information except in accordance with clause 13.2.

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13.2 Subject to clause 13.3, a Party may disclose Confidential Information that a Party is required to disclose:

- (a) By law or by order of any court or tribunal of competent jurisdiction; or
- (b) By any Government Agency, stock exchange or other regulatory body.

13.3 If a party is required to make a disclosure under clause 13.2, that party must:

- (a) To the extent possible, notify the other party immediately after it anticipates that it may be required to disclose any of the Confidential Information; and
- (b) Only disclose Confidential Information to the extent necessary to comply.

13.4 The Service Provider and the Company must each assist the other to comply with its obligations under the *Privacy Act 1988* (Cth) in relation to Confidential Information.

14 PRIVACY AND DIRECT MARKETING

14.1 The Company maintains the Privacy Policy in compliance with the provisions of the Privacy Act for data that it collects about individuals.

14.2 The Privacy Policy does not apply to how the Client handles personal information. If necessary under the Privacy Act, it is the Client's responsibility to meet the obligations of the Privacy Act by implementing a privacy policy in accordance with law.

14.3 The Company may collect personal information about the Client and its representatives and employees in the course of acting for the Client. This personal information will only be disclosed and used for the purposes of providing the Work, improving the Company's services and obtaining feedback, or otherwise in accordance with the Client's instructions and the Privacy Policy.

14.4 Where the Client provides the Company with the personal information of its customers, employees, contractors or other individuals, the Client warrants that it is duly authorised to do so.

14.5 The Client consents to the Company's use of the Client's contact details to maintain an ongoing professional relationship with the Client and any associated entity, including in order to provide updates, invitations and other communications the Company consider may interest the Client.

14.6 The Client may have rights under the *Privacy Act 1988* (Cth) to obtain access to personal information the Company holds. The Client may ask the Company not to send direct marketing materials by contacting the Company by email in accordance with the Privacy Policy.

15 DISPUTE RESOLUTION

15.1 If any dispute arises between the Client and the Company in connection with this Agreement (**Dispute**), then either party may notify the other of the Dispute with a notice (**Dispute Notice**) which:

- (a) Includes or is accompanied by full and detailed particulars of the Dispute; and
- (b) Is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.

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- 15.2** Within 10 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) of the Client and the Company must meet and seek to resolve the Dispute.
- 15.3** Subject to clause 15.4, a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.
- 15.4** Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- 15.5** Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

16 TERMINATION

- 16.1** This Agreement shall end when the Services and/or Deliverables have been completed by the Company in the reasonable opinion of the Client, or at any time agreed by the parties in writing.
- 16.2** Without affecting any other rights or obligations of the parties, either party may terminate this Agreement by giving 30 days' written notice.
- 16.3** Where a party is in breach of this Agreement, the other party may provide the breaching party a notice to remedy the breach within a reasonable time, which shall not be less than 10 business days. Should the breach remain unremedied then the other party may terminate this contract by written notice.
- 16.4** Should the Client terminate this Agreement without cause, it shall remain liable to pay any Fees that it had agreed to pay the Company for all active and/or delivered Work.

17 MODIFICATION OF TERMS

- 17.1** The terms of this Agreement may be updated by the Company from time-to-time.
- 17.2** Where the Company modifies the terms, it will provide the Client with 30 days' written notice, and the Client will be required to accept the modified terms in order to continue using the Services.
- 17.3** If the Client does not accept the modified terms, it must notify the Company and terminate this Agreement.

18 ELECTRONIC COMMUNICATION, AMENDMENT & ASSIGNMENT

- 18.1** The words in this clause that are defined in the *Electronic Transactions Act 1999 (Cth)* have the same meaning.
- 18.2** The Client can direct notices, enquiries, complaints and so forth to the Company as set out in this Agreement. The Company will notify the Client of a change of details from time-to-time.
- 18.3** The Company will send the Client notices and other correspondence to the details that the Client submits to the Company, or that the Client notifies the Company of from time-to-time. It is the Client's responsibility to update its contact details as they change.

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- 18.4** A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.
- 18.5** Notices must be sent to the parties' most recent known contact details.
- 18.6** The Client may not assign or otherwise create an interest in this Agreement.
- 18.7** The Company may assign or otherwise create an interest in its rights under this Agreement by giving written notice to the Client.
- 18.8** Notices to the Company must be sent to:

Neuralle Pty Ltd
502/153 Wellington Parade South,
East Melbourne, VIC 3002
Australia

jordan@neuralle.com

19 GENERAL

- 19.1 Special Conditions.** The parties may agree to any Special Conditions to this Agreement in writing.
- 19.2 Prevalence.** To the extent that the Scope is inconsistent with the terms of this Agreement, the terms of the Scope will prevail. To the extent that the Special Conditions are inconsistent with any other term of this Agreement, the Special Conditions will prevail.
- 19.3 Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.
- 19.4 Relationship.** The relationship of the parties to this Agreement does not form a joint venture or partnership.
- 19.5 Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- 19.6 Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.
- 19.7 Governing Law.** This Agreement is governed by the laws of the state of New South Wales, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.
- 19.8 Severability.** Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.
- 19.9 Interpretation.** Headings are only for convenience and do not affect interpretation. The following rules apply unless the context requires otherwise:
- (a) The singular includes the plural and the opposite also applies.
 - (b) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

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- (c) A reference to a clause refers to clauses in this Agreement.
- (d) A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- (e) Mentioning anything after *includes*, *including*, or similar expressions, does not limit anything else that might be included.
- (f) A reference to a *party* to this Agreement or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).
- (g) A reference to a *person, corporation, trust, partnership, unincorporated body* or other entity includes any of them.
- (h) A reference to *information* is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (i) A reference to *dollars* or \$ is to an amount in Australian currency unless otherwise explicitly specified.

END CLIENT SERVICES AGREEMENT