

## POLISHOE MEDIA ADVERTISING AGREEMENT

In consideration of the costs and payments received under the Advertiser Agreement, ('the Agreement') Polishoe, ('the Company') agrees to provide and the Advertiser accepts. Polishoe, ('the Services', a copy of which is acknowledged as received by the Advertiser) for advertising as defined in the Service, which will appear on Polishoe Media subject to the further terms and conditions herein.

1. This Agreement is binding on the Advertiser and is not subject to cancel once signed, and not subject to a cooling off period.

2. The Advertiser agrees unless herein endorsed by the Company's agent, to produce or provide a copy of the advertising at the time of the signing of this Agreement, failing which the Company reserves the right to produce the advertisement in the manner and form it considers compliant with the Services in its sole discretion. The administration charge allows the Advertiser to alter/change their advertisement 3 times per 12 month period of the Agreement.

3. The Advertiser agrees to indemnify and hold the Company harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action and all damages, liabilities, costs, (including without limitation settlement costs) or expenses, (including without limitation legal fees) arising from:

(a) Any breach by the Advertiser of any of the terms and conditions of this Agreement

(b) Any alleged:

(i) Libel, slander, defamation, product disparagement or indecent, false, misleading or deceptive conduct

(ii) Infringement of trademark, copyright, title, slogan, trade indicia or other proprietary rights

(iii) Piracy, counterfeiting, plagiarism, unfair competition or idea misappropriation; or

(iv) invasion of the right of privacy, which is in any way connected with any advertising or other Services covered by this Agreement, in connection with advertising or other Services covered by this Agreement.

(c) The preparation or presentation of any advertising or other Services covered by this Agreement.

4. The Company reserves the right for any reason whatsoever to withhold, withdraw or refuse any advertisement.

5. The Company reserves the right to change the shape, size, title and locale of the advertisement under the Services.

6. It is agreed and declared that this Agreement contains all terms and conditions between the parties hereto and the Company has made no warranty, (oral or otherwise) except as expressly stated herein, and it is further agreed and declared that no rights of exclusivity shall be enjoyed by the Advertiser.

7. Unless otherwise agreed in writing between the Company and the Advertiser, the advertisement is for an initial term of twelve (12) months, ('the Initial Advertising Period') from the commencement of advertising and will continue thereafter unless terminated in accordance with these terms and conditions.

8. (a) This Agreement shall commence on the date that this Agreement is signed and shall continue, unless terminated in accordance with the terms of this Agreement, until the end of the initial twelve (12) month, (or otherwise agreed) advertising period or any subsequent periods as appropriate. Termination of the Agreement shall not affect any accrued rights or liabilities of the parties hereunder nor the terms of clause 3.

(b) If the Advertiser wishes to terminate this Agreement, the Advertiser must serve 30 days prior written notice to the Company. The company will cease the service as well as the billing at the end of 30 days. The Advertiser shall have full access and ownership of the video from the first day the Advertiser signed up with the Company. Any such notice must be served in accordance with clause 14.

9. The Company will use its best endeavours to commence the advertising pursuant to the services within two (2) to four (4) weeks of the date of this Agreement, and will not be held accountable for delays due to reasons beyond its control. The Advertiser shall not take issue, and have no recourse against the Company in the event that such further delays are caused. Charges at the agreed rate will begin upon commencement of advertising unless otherwise agreed, or on the first Tuesday of the month as written on the order, as the advertisement will be deemed approved if no formal approval is forthcoming before the scheduled upload.

10. Where the business of the Advertiser is sold, assigned, ceased, (or threatens to cease) or the nature of the business changes, the Advertiser shall nevertheless remain fully liable under this Agreement unless in the event of sale or assignment whereby the purchaser or signee notifies the Company by Registered Mail of its acceptance of the terms already agreed with the Company by the Advertiser, and to be bound to such agreement. Should, however, the purchaser or assignee subsequently default in the performance of the Agreement, the Advertiser will remain liable for any loss sustained by the Company.

11. If due to any circumstances or reason whatsoever the Company fails to provide advertising due to:

(a) The failure of a system to perform due to facility equipment or other reasons, the Company undertakes to:

(i) Repair and/or replace the affected components of the system and/or the screen; or otherwise

(ii) Relocate the advertising or System to an alternate Site deemed suitable by the Company in its sole discretion, whether on a temporary or permanent basis;

(iii) Reimburse the Advertiser for any down time to the Advertising Period by extending their Advertising Period at no cost, and/or at the discretion of the Company the Advertiser may receive advertising free-of-charge at a temporary alternative Site;

(b) The Site appearing in the Agreement becoming unsuitable, or otherwise ceasing to allow the Services to be provided at that locality, then the Company may relocate the advertising or the System to an alternate Site deemed suitable by the Company in its sole discretion.

(c) The Company makes no warranty or representation:

(i) In the event of relocation any alternative Site will be of the same benefit to the Advertiser, or of the same business type as the Site appearing on this Agreement; or

(ii) As to repair or replacement times in the event of a System failure, requiring repair or replacement, however the Company will use its best endeavours to attend to such matters in a timely manner.

(d) The Company reserves the right to install the System at the Site, (or alternate Site) in such positions as it may determine in its sole discretion or as may be positioned subject to Site restrictions and requirements, notwithstanding any representation or preferred placement that may be discussed or otherwise told to the Advertiser.

12. If the Advertiser should fail to make any payment or instalment in relation to or due under this Agreement, then the whole of the balance outstanding under this Agreement shall immediately become due and payable, plus all reasonable costs of collection however incurred by

the Company. The venue of any legal proceedings in connection with or arising out of the Agreement shall be determined solely at the discretion of the Company.

13. If the payment of an instalment hereunder is not made on the due date then the Company will have the right to withdraw the advertisement and cease providing the Services, and terminate this Agreement. The Advertiser shall nevertheless remain fully liable for the total outstanding costs and payments due under this Agreement as if the Agreement had continued for the Term. If GST is payable under this Agreement, the amount payable for the Service will be considered exclusive of GST, and the Advertiser undertakes to pay the Company the amount of such GST in addition to any payment due at the time of making payment under this Agreement.

14. No notice to the Company shall be binding, valid or effective unless sent either via email, a copy of which the customer is expected to keep for their records, or by Registered Mail to the Company's Registered Office or Mailing Address as set out in the Advertising Order Form.

15. The Advertiser must not assign, charge or otherwise deal with this Agreement or any right under this Agreement without the prior written consent of the Company.

16. This Agreement shall be governed and constructed in accordance with the laws in force in the State of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland.

17. This Agreement constitutes the entire understanding and agreement of the parties in relation to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the Parties in relation to the subject matter.

18. The Advertiser warrants and covenants in favour of the Company, that it has received, or has waived its right to receive, independent legal advice with respect to all matters contemplated by this Agreement.

19. It is expressly agreed that no variation or alteration of this Agreement shall be effective unless in writing and signed by a duly authorised signatory of each party.