BENCH

MASTER SERVICES AGREEMENT

1. Campaign/Services

1.1 Subject to the terms and conditions of this Master Services Agreement (the "**Agreement**") and any applicable Media Booking Authority (the "**MBA**"**)** or insertion order (the "**IO**") Bench Media Pty Ltd ACN 157 937 061 (the "**Company**", "**we**", "**us**") shall provide to you (the "**Client**", "**you**") certain online advertisement and promotion services (the "**Campaign**" and/or "**Services**"). The parties may execute, from time to time, additional MBA's or IOs for different Campaigns, all of which Campaigns shall be subject to the terms and conditions of this Agreement and the terms and conditions of any applicable MBA or IO. Notwithstanding anything else contained in this Agreement or any applicable MBA or IO, the Company, acting reasonably, reserves the right to reject, delay, pause, suspend, cancel and/or not complete any Campaign for any reason.

1.2 The Company may amend this Agreement from time to time by providing the Client with 14 days' notice. The Client is taken to accept the amended Agreement unless the Client notifies the company in writing within 14 days that it rejects the amended Agreement. If the Client rejects the amended Agreement, the Company may at its sole discretion terminate the Agreement (in which case the Client will only be liable for the Campaign Amount pro-rata) or withdraw the proposed amendment.

2. Creative Content; Intellectual property

2.1 The Client shall retain all its preexisting rights, titles and interests in and to any multimedia images, graphics, texts, data, links or other objects created and/or provided by the Client to the Company needed in order to run the campaign (collectively, the "**Creative Content**").

2.2 The Client hereby grants to the Company and its third party publishers and/or partners, during the term of the Campaign and for a period following the term of the Campaign which may be considered reasonable in the Company's industry, a non-exclusive, transferable, worldwide, royalty-free, revocable licence to use, market, display, copy, transmit, distribute and promote the Creative Content for the purposes of the Campaign and any related purposes.

2.3 The Client hereby permits and authorises the Company to make any changes or modifications to the Creative Content, which the Company may, in its absolute discretion, consider necessary, required, desirable and/or otherwise appropriate for, or in connection with, the purposes of, the Campaign and/or the provision of the Services.

2.4 In the event that the Company, upon request by the Client, develops any Creative Content for any Campaign (the "**Custom Creative**"), the Client agrees to only use such Custom Creative for placement by the Company into the Company's publishing network and further agrees not to use any such Custom Creative for placement with any other publishers and/or publishing networks, unless such use has received the Company's prior written approval. The Client shall not retain any rights, titles or interests in and to any Custom Creative and any and all such rights shall be vested in, and retained by, the Company.

3. Display/Web based advertising

3.1 The Client acknowledges that, except as otherwise agreed by the parties in writing, the Company will host the Campaign and provide any related tracking solution, which solution shall be, and serve as, the exclusive tracking solution for monitoring the performance of the Campaign. The Company shall have the right to place tracking pixels on Client's website as may be required to measure web page's activity, track and/or measure user responses to the Campaign(s) and provide estimated live statistics for the Company's

affiliates and publishers. If the Client wishes to use an alternative tracking system, full technical specifications of any such proposed tracking system and its delivery methods must be provided to, and approved in writing by, the Company before any advertising or ad-serving will be provided by the Company. Regardless of the tracking solution used, any data collected by and through the tracking solution will be jointly owned by the parties. The Client must not remove or otherwise modify the tracking pixels at any time during the Campaign without the prior written approval of the Company.

3.2 The Client acknowledges that any delay in sending to the Company the Creative Content or approving any such Creative Content to be created or implemented by the Company or any other action and/or omission that results in the Campaign's commencement being delayed for longer than 90 days since the day the IO is signed entitles the Company to cancel the Campaign. Such an event is treated as though the Client has cancelled the Campaign and the Client will be liable for cancellation fees and to indemnify the Company for any costs, in accordance with clauses 10.4, 10.5 and 10.6.

4. Payment terms

4.1 The Client acknowledges that prior to the commencement of work by the Company on behalf of the Client in connection with the Campaign, the Client shall pay to the Company the amounts specified in the commercial information section of the applicable IO (including any GST, if applicable) (the "**Campaign Amount**").

4.2 The Client agrees to pay the full Campaign Amount, including any applicable GST, as per the payment terms specified in the commercial information section of the applicable IO.

4.3 Any discounts on invoices will become null and void unless payment is received by the due date and the full amount will be due and payable.

4.4 Any amounts not paid by their respective due dates will attract interest charges at a rate of 12% per annum, calculated daily and compounded monthly.

4.5 Any amounts which are overdue for more than 60 days will be referred to a collection agency for recovery and all associated recovery costs, including reasonably incurred legal costs, will be billed to, recoverable from, and payable by, the Client.

5. Client's representations and warranties

5.1 In relation to any and all Campaigns, Services and/or any other dealings with the Company the Client represents and warrants to the Company as follows:

(a) It is duly organised and validly existing under the laws of its state of incorporation;

(b) It owns all rights, titles and interests in the Client's business and the Creative Content as necessary or required in order to run the Campaign under this Agreement and any applicable IO;

(c) It has full power and authority to execute this Agreement and any applicable IO and to undertake, perform and fulfill its obligations under this Agreement and any applicable IO;

(d) The use, reproduction, distribution, transmission or display of any Creative Content and/or any materials to which third parties (including the intended and unintended audience of the Campaign and the public in general) (the "**users**") can link through to from such Creative Content, or any products or services made available to any such users through the Creative Content, will not:

(i) violate any applicable laws, rules and/or regulations, including those pertaining to privacy and data protection;

(ii) give rise to criminal and/or civil liability or infringe any copyright, patent, trademark or service mark, trade secret rights or any other personal, moral, contractual, property or privacy right of any third party; and/or

(iii) contain any libelous, defamatory, obscene or otherwise inappropriate material or viruses;

(e) It has a reasonable basis for all claims made within the Creative Content and possesses all appropriate documentation to substantiate any and all such claims;

(f) The Landing Page for each Campaign contains a prominent link to the Client's privacy policy, which policy is easy to understand and which provides, at a minimum, adequate notice, disclosure and choices to users regarding the Client's and its business partners' use, collection, disclosure and security of the users' information and offers the users an opportunity to opt out from such collection and use of the information. For the purposes of this Agreement, the term "Landing Page" shall mean the Client's website page where a user is directed to when he or she clicks on the Creative Content, completes the registration form or takes a similar action;

(g) All user data collected pursuant to this Agreement is collected, used and processed in accordance with any applicable laws and regulations, including, but not limited to, the *Privacy Act 1988* (Cth) and the European Union *General Data Protection Regulation* (the "**GDPR**"). This includes users' personal data and the use of cookies and tracking; and

(h) The Client will not load any computer program onto a user's computer in connection with the Campaign, including, without limitation, programs commonly referred to as adware or spyware but excluding cookies, provided that such cookies are disclosed in the Client's privacy policy, without the Company's prior approval and the user's express consent after receiving clear and conspicuous notice about the nature and details of the application to be downloaded.

5.2 The Client acknowledges and agrees that the Company is merely a facilitator of relationships between, and activities by, the Client and publishers and that the Company is under no obligation to pre-screen the Creative Content prior to its distribution on the Company's network and that the Company is not responsible for policing, monitoring, editing or ensuring adequacy or compliance of any Creative Content.

5.3 The Client acknowledges that the Company may share any data received from the Client or otherwise relating to the Client and the Campaigns with various third parties for the purposes of this Agreement and/or the Campaign and/or any related purposes and that any such third parties will or may have access to any such data. The Client hereby permits and authorises the Company to share any such data with any such third parties for any such purposes.

6. Privacy

6.1 This Agreement also incorporates the terms of the Company's Privacy Policy. By agreeing to this Agreement, the Client also acknowledges and agrees that it has read the Privacy Policy and agrees to its terms.

6.2 To the extent the Company processes any personal data that is subject to the GDPR, on the Client's behalf, in the provision of the services hereunder, the terms of the Data Processing Agreement, which are hereby incorporated by reference, shall apply. The Client acknowledges and agrees that it has read the Data Processing Agreement and agrees to its terms.

7. Indemnity and disclaimer of warranties

7.1 The Client shall defend, indemnify and hold the Company harmless from and against any suit, proceedings, assertion, damage, cost, liability and/or expense (including court costs and reasonably incurred legal costs), incurred as a result of a claim by a user or any third

party against the Company and/or its affiliates, officers, directors, employees or agents arising from, associated with or connected with the Campaign, the Services, Client's misuse of the Campaign or Client's breach of any of its representations and/or warranties set forth in this Agreement. The Client shall bear sole responsibility and liability for and/or in relation to the Creative Content and/or the Campaign and for any damages, direct or indirect, arising from, or associated with, or connected to, the exposure, use or other reference to the Creative Content and/or the Campaign.

7.2 The Client hereby waives any right to request compensation of any kind or nature from the Company with respect to any claim raised by any user or any third party against the Company and/or the Client in connection with the Creative Content and/or the Campaign.

7.3 The Company does not warrant or guarantee the effectiveness, adequacy and/or suitability of the Campaign and/or the Services nor the conversion rates, pay-up rates, response rates or ability to convert the responses into sales. The Company makes no warranty as to the generation of leads or of sales. All IOs are contingent upon the Company's ability to procure necessary on-line access.

7.4 To the maximum extent permitted by law, the Company disclaims all warranties or representations not expressly set out in this Agreement.

8. Confidentiality

8.1 Each party agrees that, for a period of five (5) years from the receipt of any Confidential Information (as defined below) from the other party (the "**Disclosing Party**"), receiving party (the "**Receiving Party**") shall use such information only in connection with, and in furtherance of the purposes of, this Agreement and shall use the same means it uses to protect its own confidential proprietary information, but in any event no less than reasonable means, to prevent the disclosure and protect the confidentiality of the Confidential Information received. For purposes of this Agreement, the term "Confidential Information" shall mean any non-public, technical, business or financial information which is sensitive and proprietary to the Disclosing Party, whether or not written or recorded on any media.

8.2 Confidential Information shall not include information that the Receiving Party can demonstrate:

(a) is or was in its possession, or in the possession of its Representatives prior to its receipt from the Disclosing Party;

(b) is or becomes available to any other person (including, but not limited to, the public) not subject to an obligation of confidentiality to the Disclosing Party;

(c) is or becomes available to the Receiving Party or to any of its Representatives on a non-confidential basis from a source other than the Disclosing Party or its Representatives;

(d) is independently developed by the Receiving Party or by any of its Representatives; or

(e) which the Disclosing Party consents may be disclosed. For the purposes of this Agreement, the term "Representatives" shall mean that party's affiliates, agents, officers, directors, employees, consultants and advisors.

8.3 Each party shall promptly notify the other party upon discovery of any unauthorised use or disclosure of Confidential Information and will cooperate with the other party to help regain possession of such Confidential Information and prevent its future unauthorised use. The parties agree and understand that a material breach of the confidentiality obligations contained in this Agreement will cause the non-breaching party to suffer irreparable harm and that monetary damages may be inadequate remedy and/or compensation for such damage. Accordingly, the parties agree that, in such event, the non-breaching party will, in

addition to all other remedies, be entitled to seek interlocutory and permanent injunctive relief without the necessity of showing any actual damage or posting a bond and/or shall be entitled to a decree of specific performance of the terms of this Agreement against the party who has breached or threatened to breach the Agreement.

8.4 The Client agrees for the Company to use the Client's name, logo and general business details and description in presentations, marketing materials, press materials, customer lists, financial collateral and the Company's website and therefore grants to the Company a limited licence to use any such Client information and details and related general statistical data.

9. Non-solicitation

9.1 With the exception of reasonably documented, pre-existing relationships with direct publishers or networks, or relationships entered into in the ordinary course of the Client's business, during the term of this Agreement and for a period of twelve (12) months thereafter, the Client agrees not to solicit, induce, recruit or encourage, directly or indirectly, any publisher that is a publisher on the Company's network for the purpose of obtaining the placement or hosting of advertising in any form, without the Company's prior written approval.

9.2 Without the Company's prior written consent, the Client shall not solicit or attempt to solicit business from any of the Company's clients during the term of this Agreement and for a period of two (2) years following the termination date of this Agreement.

9.3 Without the Company's prior written consent, during the term of this agreement and for a period of two (2) years following the termination date of this Agreement, the Client shall not solicit, attempt to solicit, entice or encourage any Representative of the Company to leave the Company's employment or to otherwise cease, reduce or modify its relationship with the Company.

9.4 Without the Company's prior written consent, during the term of this agreement and for a period of two (2) years following the termination date of this agreement, the Client shall not encourage, condone or entice any other person or entity, in which the Client is interested or by which it is engaged, to engage in conduct which, if the Client engaged in such conduct, would cause the Client to breach clauses 9.1, 9.2 and 9.3 or any other clause of this Agreement.

9.5 The Client warrants that it must also ensure that none of its shareholders, officers or employees breach any provision of this clause 9, as if the obligations applied to them, whether in their personal capacity or indirectly (such as through a company, trust or other entity).

9.6 All of the restraints set out in this clause 9 apply over the following area:

(a) the world; or if that is too large to be enforceable;

(b) Europe, United States and Australia; or if that is too large to be enforceable;

(c) Australia; or if that is too large to be enforceable; and

(d) Sydney, NSW.

10. Termination, cancellation and amendments of Campaigns

10.1 Any additions and/or amendments to a Campaign shall be submitted to the Company no less than five (5) business days prior to the launch of the Campaign and shall be subject to the Company's prior written confirmation.

10.2 Without limiting any of the remedies available to the Company pursuant to this Agreement, any applicable IO and pursuant to any applicable laws or regulations, the Company may terminate the Campaign in any of the following events:

(a) the duration of the Campaign as specified in any applicable IO has elapsed;

(b) a notice of termination has been executed by the Client and delivered to the Company; or

(c) the Client has breached any of the obligations, representations, warranties and/or terms contained in, or of, this Agreement and/or any applicable IO.

10.3 The Client shall have the right to terminate this Agreement and/or an existing Campaign upon no less than 30 business days prior written notice to the Company.

10.4 On termination of this Agreement for any reason:

(a) the Client shall immediately cease use of any Company technology, services and/or solutions and any co-branded web pages provided by the Company and inform the Company in writing and without any undue delay that it has ceased any such use;

(b) the Client will still be liable for any obligations which, due to their nature or by virtue of this Agreement and/or any applicable IO or by virtue of any other agreement between the parties, survive the termination of this Agreement and/or the end of any Campaign and/or Services;

(c) the Client will still pay to the Company any fees or costs accrued prior to the date termination becomes effective.

10.5 If the Client terminates this Agreement and/or stops, suspends, cancels and/or terminates any Campaign prior to its contracted end date specified in the applicable IO pursuant to provisions of this clause 10 of this Agreement and/or otherwise in accordance with this Agreement, in addition to any of its other obligations, the Client shall pay to the Company a cancellation fee equivalent to 10% of the remaining, that is, initially or subsequently budgeted (whichever is greater) and unspent, media budget, not counting, and in addition to, the 30 days media spend and any management fees which will be incurred during the notice period. This payment constitutes payment for the time spent and administrative work performed by the Company in preparation for the continuation of the Agreement, and if it is deemed to be a penalty, this cancellation fee will instead be calculated on the basis of time spent.

10.6 Any cancellation with less than 30 days notice given by the Client will, in addition to the cancellation fee (calculated as stipulated in clause 10.5 above), attract and incur charges equivalent to the total amount of the initially or subsequently budgeted (whichever is greater) media spend or charges and any management fees which would be incurred or likely to be incurred had the full 30 days notice been given by the Client to the Company.

10.7 The Client acknowledges that the Company may, as agent for the Client, secure media inventory, placements, or other services from third party media owners or suppliers in connection with a Campaign. Where the Company has entered into any commitment with a third party on behalf of the Client which is non-cancellable, partially cancellable, or subject to cancellation fees or charges, the Client shall remain fully liable for the full amount of such commitment and any applicable cancellation fees or charges, regardless of whether the Campaign is terminated, cancelled, suspended or amended by the Client.

11. Miscellaneous

11.1 Assignment. Client may not assign this Agreement without the prior written consent of the Company.

11.2 Successors and beneficiaries. This Agreement and any applicable IO are solely for the benefit of the parties and their successors and permitted assigns and do not confer any rights or remedies on any other person or entity.

11.3 Entire agreement. This Agreement, including all attachments contained herein by reference, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior and existing understandings or agreements with respect to such subject matter.

11.4 Governing law and jurisdiction. This Agreement and any applicable IO shall be governed by, and interpreted in accordance with, the laws of New South Wales without regard to application of conflict of law rules or principles. Any dispute relating to or arising from or in connection with this Agreement or any applicable IO shall be dealt with and resolved in the non-exclusive jurisdiction of the courts in and of New South Wales, Australia and any courts hearing appeals from those courts.

11.5 Notice. Any notice required to be delivered hereunder will be deemed delivered three business days after it was sent, if sent through regular mail; one business day after it was sent, if sent by overnight courier service; and immediately upon receipt of automatic confirmation of delivery, if sent electronically or by email and/or fax. All notices to the Client will be sent to the address specified on the most recent IO signed by the Client.

11.6 Survival; Severability. Any obligations which expressly or by their nature are to continue after termination, cancellation or expiration of this Agreement shall survive and remain in effect after such occurrence. In the event that any provision of this Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to the Agreement,

(a) such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, if such restatement is possible;

(b) if such restatement referred to in (a) is not possible, such provision will be reduced or severed to the extent necessary; and

(c) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.

11.7 Relations between the parties. The relationships between the parties shall be solely that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties and neither the Company nor the Client shall present, represent or hold itself as the agent of the other, other than as specified in this Agreement.

11.8 Force majeure. If either party is prevented from performing any of its obligations under this Agreement or any applicable IO due to any cause beyond the party's reasonable control, the time for that party's performance will be extended for the period of the delay or inability to perform due to any such occurrence; provided, however, that the Client shall not be excused from the payment of any sums of money owed by it to the Company.

11.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For the purposes of this Agreement, a facsimile or electronic copy of this Agreement shall be deemed to be an original.