

TERMS AND CONDITIONS

This Booking Contract is between Revolution Three Sixty Pty Ltd ("Revolution360") and the Customer specified in the Booking Contract Details (jointly referred to as the "Parties"). The Parties agree:

1. The effective date of this Booking Contract is the date upon which it is signed by Revolution360.
2. This Booking Contract incorporates the Booking Contract – Contract Details these Terms & Conditions and comprises the entire agreement between the Customer and Revolution360 as to the matter referred to herein.
3. The Customer agrees that it has not relied upon any representation, undertaking, term, condition or warranty whether express or implied, given orally or otherwise, that is not set out in this Booking Contract.
4. All warranties provided by Revolution360 (whether express or implied, by statute or otherwise) are excluded from this Agreement to the extent permitted by law. To the extent that these cannot be excluded, Revolution360's only liability will be, at Revolution360's option providing services, supplying the services again, or paying the cost of having the services supplied again.
5. The Customer confirms that it has approved the artwork specifications and details for the Media & Production the subject of this Booking Contract and warrants to Revolution360 that the Customer is legally entitled to use all designs, drawings and intellectual property submitted by it, or on its behalf, to Revolution360 and authorises Revolution360 to utilise same for the performance of the Scheduled Media & Production referred to in the Booking Contract.
6. The Customer acknowledges and agrees that Revolution360 may use its discretion, acting reasonably, as to the ordering, placement, maintenance and timing of the Scheduled Media & Production, provided that there is no material detriment to that part of the Customer's campaign which is the subject of the Booking Contract.
7. The Customer is responsible for any and all content contained on the Media & Production referred to in the Booking Contract and irrevocably indemnifies and agrees to keep indemnified Revolution360, its directors, officers, employees and agents for and against any and all liability to any person or authority, corporation or other legal entity in respect of any claim by any third party arising from a claim for misleading and deceptive conduct or a breach of the Australian Consumer Law (or similar legislation in a foreign jurisdiction) or otherwise pertaining to the accuracy of the Media & Production or its content (including without limitation in

relation to a claim and the costs of defense relating to a breach of intellectual property rights).

8. The Customer releases and agrees to keep released Revolution360 for and in respect of any liability arising from the provision of any Scheduled Media & Production by Revolution360 its employees, contractors and agents. Notwithstanding the generality of the foregoing Revolution360 will in no circumstances be liable to the Customer for indirect loss, consequential loss, anticipatory loss or any legal costs or expenses incurred by the Customer in relation to this Agreement including without limitation any enforcement or defense by it in relation to the Agreement.
9. Revolution360 takes no responsibility for, and is released by the Customer in
10. respect of, all claims whatsoever that it may have against Revolution360 arising from any cancellation, delay or partial delivery of any obligation referred to in the Booking Contract including with limitation any Scheduled Media & Production, whether due to, without limitation, weather, access restrictions, strike, lock out, closure of a site for any reason, maintenance, or any other circumstances outside Revolution360's control.
11. Cancellation of all or any part of this Booking Contract by the Customer more than 14 days prior to the first Scheduled Media & Production date will incur a cancellation fee of 50% of the total value of the Media & Production Billings. Cancellation on less than 14 days notice will incur a 100% cancellation fee. Revolution360 is authorised by the Customer to deduct such cancellation fee from any monies held by Revolution360 on behalf of the Customer.
12. The Customer agrees that Revolution360 may cancel or change any or all of the Media & Production at its sole discretion and the Customer irrevocably agrees that it will not object to any such cancellation or change or make any claim arising from such cancellation or change, including without limitation a claim for damages, compensation or monetary credit nor will such a change or cancellation entitle the Customer to terminate this Agreement.
13. Revolution360 retains the right to revise production charges at any time after signoff upon review of the client's finished artwork should it not meet the requirements of the specifications or otherwise be, in the sole opinion of Revolution360, in breach of any law or likely to bring into disrepute Revolution360.
14. Notices and other communications between the Customer and Revolution360 under this Agreement must be in writing (including email) and must be addressed to the contacts as shown on the Booking Contract.
15. This Booking Contract is governed by the law in force in the State of New South Wales (NSW). The Customer and Revolution360 submit to the non-exclusive jurisdiction of the Courts of the State of NSW.

16. Other than as indicated above, this Booking Contract can only be amended in writing signed by the Customer and Revolution360, or their authorised representatives.
17. Waiver by either the Customer or Revolution360 of any of their respective rights in respect of any breach or non-performance of any provision of this Booking Contract does not constitute a waiver of any of their respective rights in respect of any later breach or failure to perform the same or any other provision.
18. The terms of this Booking Contract are confidential and the Customer will not, without the prior written consent of Revolution360, disclose any information about this Booking Contract to any third party, with the exception of its accountant and legal adviser.
19. The Customer may not assign or otherwise transfer the benefit of this Booking Contract without the express approval in writing of Revolution360 being first had and received.
20. The Customer agrees that it will make payment to Revolution360 of the Media Payment & Production Payment no later than the respective Due Date specified in the Booking Contract and that this is an essential obligation of this Booking Contract. In the event of failure to pay within the stated time period Revolution360 reserves the right to suspend or cancel the performance of this Booking Contract.
21. The Customer is liable for any fees, penalties or fines incurred in the delivery of the Media & Production.
22. Sampling (Sydney Trains). The Customer acknowledges that Revolution360 holds a concession with Sydney Trains to operate and manage its sampling and experiential activity at Sydney Trains designated locations. The Customer agrees that it must at all times comply with the obligations of Revolution360 when a Booking Contract has been entered into, these include;

23. Safety Obligations

The parties acknowledge and agree that:

- a. Acknowledgements and allocation of responsibility
- b. Revolution360, as operator of the concession, and the Customer have obligations to ensure health and safety to the extent reasonably practical under the Statutory Requirements;
- c. health and safety risk management is paramount in the performance of their obligations under this Agreement;

- d. Revolution360 will have responsibility for and ultimate control of the Works as detailed in the Booking Contract, the Statutory Requirements and the Safety Management Plan.

24. Statutory Requirements

The Customer, and must ensure that its Personnel, comply with the Statutory Requirements, including the Safety Management System.

- a. Before performing any Works requiring access to the Network, the Customer must notify Revolution360 and:
 - b. provide details of the proposed Works and potential safety issues associated with those Works;
 - c. identify any Contractors it proposes to use to undertake or assist in performing the Works, together with their qualifications and confirmation that they have the necessary experience and expertise to perform the relevant Works; and
 - d. verify that all Personnel who will be performing the Works are appropriately qualified.

25. Safety Management Plan

- a. The Customer must deliver to Revolution360's Principal's Representative within 7 days after the Execution Date a draft Safety Management Plan in accordance with this clause for the Principal's review and comment.
- b. The Safety Management Plan must be finalised by the Customer and be in a form acceptable to the Revolution360 (taking account of any comments provided by the Revolution360 in relation to the draft) within 21 days after the Execution Date (or such later date as agreed to by the Revolution360 in writing).
- c. Without limiting any other obligation of the Customer under this Agreement, the Customer and its Supplier must comply with the final Safety Management Plan throughout the Term and, where applicable, the Disengagement Period.
- d. If there is any variation of this Agreement which materially affects the Safety Management Plan, the Supplier must, within 21 days after the variation is agreed, deliver to Revolution360's Principal's Representative an updated Safety Management Plan for the Principal's review and comment.

- e. The Safety Management Plan must include the following:
- i. an outline of safe work practices in use;
 - ii. procedures for conducting and recording inspections, tests and servicing;
 - iii. procedures for consulting with workers and other duty holders (including work, health and safety consultation arrangements);
 - iv. processes and arrangements for the supervision of workers, including procedures for managing the safety of isolated workers;
 - v. requirements relating to safety gear;
 - vi. requirements relating to safe use of tools;
 - vii. management of Contractors and their adherence to the Safety Management Plan;
 - viii. details of the type, frequency and management of Personnel and Contractor training;
 - ix. procedures for site induction and details of incident reporting processes (including first aid and emergency procedures);
 - x. procedures for identifying hazards which may be encountered, assessing relevant risks and developing and implementing appropriate Risk Control Measures;
 - xi. procedures for developing and implementing Safe Work Method Statements for high risk work activities; and
 - xii. procedures for monitoring and reviewing the Safety Management Plan.
- f. Notwithstanding that compliance with the Safety Management Plan is required under the Booking Contract, such compliance by the Customer will not relieve it of any obligation under this Booking Contract or constitute a defense to any Claim brought against it.

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