



ADVERTISEMENT AGREEMENT

TAX INVOICE

AGREEMENT BETWEEN UNITED DIGITAL MEDIA PTY LTD
ABN 68 134 047 322 of 4 Lakewood Boulevard, Carrum Downs, VIC 3201 AND

BUSINESS DETAILS

Business Name _____ Client _____

ABN/ACN _____ (office use only)

Business Address _____

Contact _____

Business Phone _____ Business Fax _____

Business Email _____ Web Address _____

Business Category _____

CAMPAIGN DETAILS

Name of Campaign _____

Number of Sites _____ Number of Screens _____

Advertisement Details _____

Site Location(s) _____

Campaign Duration (weeks)

2 4 6 8 12 24

Campaign Start Date ___/___/___

Campaign End Date ___/___/___

Creative Required Y N

Campaign Format _____

PAYMENT METHOD

Cheque Cash Visa Mastercard EFT Direct Credit

Banking Details

BSB - 033 265 Account - 18 6307

Cheques payable to United Digital Media PTY LTD

\$ [Amount] Paid Today _____

Total Campaign Cost _____

Card Number _____ Expiry Date _____

Name on Card _____ Payment Received ___/___/___

Signature _____ Signature _____

(on behalf of client)

(on behalf of United Digital Media)

Signatory declares that he/she is authorised to enter into the agreement and accepts the terms and conditions shown on the reverse of the form. This form is a tax invoice when receipted above.

GENERAL ENQUIRIES

p. 1300 658 427 f. (03) 9277 7312 e. info@pumptv.com.au
www.pumptv.com.au

TERMS AND CONDITIONS

- A. United has installed the Equipment at the top of petrol pumps at service stations for the display of audio visual content.
- B. United has entered into agreements with petrol station operators for the operation of the Equipment and obtained consent for the display of Advertisements at the service stations.
- C. The Client wishes to engage United to display the Advertisements using the Equipment at the Sites.
- D. United agrees to display the Advertisements on the terms and conditions of this Agreement.
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- United has entered into agreements with petrol station operators for the operation of the Equipment and obtained consent for the display of Advertisements at the service stations.
- The Client wishes to engage United to display the Advertisements using the Equipment at the Sites.
- United agrees to display the Advertisements on the terms and conditions of this Agreement.
1. Definitions and Interpretation
In this Agreement the following definitions apply: "Advertisements" means the advertisements supplied by the Client and agreed to be displayed by United on the Equipment and includes each component advertisement;
"Confidential Information" means:
 - (a) details and specification relating to the Equipment, its software, hardware, manuals, notes, diagrams, algorithms, calculations, know how or any other verbal information or written data concerning the Equipment or its development, design, creation or marketing;
 - (b) all business and financial information, quotes, sales and supply details, marketing strategies, customer and supplier listings, business listings, information concerning a party or its clients and business associates;
 - (c) all details of this Agreement; and
 - (d) any other information that would otherwise at law be considered secret or confidential information of a party; whether or not marked "Confidential" but does not include information which:
 - (e) at the time of first disclosure is already in the public domain;
 - (f) after disclosure by a party to the other, becomes part of the public domain otherwise than by disclosure in breach of the terms of this agreement or other obligation of confidentiality; and
 - (g) the party to which the information was disclosed can prove that the information was in its possession before the time of first disclosure by or discovery from the other party; or
 - (h) is required by law to be disclosed or disclosed due to ASX disclosure requests or otherwise on compulsion of law;"Equipment" means the computer hardware and software, display equipment and such other accessories and systems installed by United at the Sites and used for the display of Advertisements and other media content; "Payments" means the payments described in the Schedule; "Period" means the campaign duration in which the Advertisements will be displayed for, as specified in the Schedule and amended from time to time; "Publication Details" means the details of the display of the Advertisements, as specified in the Schedule; "Sites" means the service station premises where the Equipment is installed.
2. Basis of Agreement
 - 2.1 The Client would provide United with the Advertisements for display at the Sites for the Period.
 - 2.2 The Advertisements will be displayed on a rotation basis on all available Equipment at each selected Site, along with other news and lifestyle content ("Other Content") in accordance with the Publication Details.
3. Advertisements
 - 3.1 The Advertisements must be provided by the Client in the format specified by United and in accordance with instructions provided by United. If required, United will arrange for the Advertisements to be created in the required format, at the clients cost.
 - 3.2 Each component advertisement will air in a loop once every 2 ½ minutes in accordance with the Publication Details stated in the Schedule.
 - 3.3 All Advertisements must:
 - (a) be pre-approved by United;
 - (b) be rated G for general viewing;
 - (c) not be indecent, libellous, defamatory, illegal or otherwise prejudicial to the reputation of any third party; and
 - (d) comply with all laws and codes of conduct, including, without limitation, the Trade Practices Act 1974 and its state and territory equivalent, all regulations and advertising codes of practice including the AANA Code of Ethics.
 - 3.4 The Client accepts that the Advertisements may not be displayed from time to time for periods not exceeding 2 days if:
 - (a) there is a fault at any site resulting in the equipment being unusable
 - (b) the Site is closed or inaccessible;
 - (c) there is an occupational health and safety issue at the Site;
 - (d) the Equipment is faulty.
 - 3.5 United will display the Advertisements as provided by the Client on the Equipment in a continuous loop at the Sites for the Period.
4. Payment
 - 4.1 Unless otherwise agreed in writing, Payments must be made prior to the Advertisements being displayed.
 - 4.2 If United grants credit terms and the Client disputes an Invoice, it must provide written notification to United within 7 days of receipt of the Invoice and provide reasons why it is disputing the invoice. The Client must make payment of any amount that is not in dispute in accordance with this clause.
 - 4.3 No Payment is required for any days where less than 90% of available Equipment in each Site is in working order.
5. Term and Termination
 - 5.1 This Agreement commences on the Date of Execution and continues for the Period or until termination, whichever is earlier.
 - 5.2 The parties may agree for an extension of the Period and changes to the Publication Details, Payment and Sites by providing an amended Schedule. All other terms of this Agreement remain the same.
- 5.3 United may withhold or cancel the display of any Advertisement immediately and without notice to the Client if:
 - (a) it is requested to do so by the owner of the petrol station or the petrol pumps;
 - (b) the display of the Advertisement would be in breach its contractual obligations to the service station operators or owners;
 - (c) the Equipment is damaged and/or rendered unusable;
 - (d) the display of the Advertisements represents an occupational health and safety risk.The Client is not liable to make Payment for Advertisements not displayed as a result of this clause.
- 5.4 If the Client breaches this Agreement, then all money which would become payable by the Client to United at a later date on any account, becomes immediately due and payable without the requirement of notice to the Client, and United may, without limitation or prejudice to any other remedy available to it:
 - (a) charge the Client interest on the sum due at the rate of 1.5% per month for the period from the due date until the date of payment in full;
 - (b) charge the Client for, and the Client must indemnify United from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with this Agreement;
 - (c) cease or suspend for such period as United thinks fit, further display or publication of the Advertisements without any penalty;
 - (d) by notice in writing to the Client, terminate, without liability, any unperformed Agreement with the Client; without any effect on the accrued rights of United under any agreement.
- 5.5 United may terminate this Agreement at any time if the Client is in breach of any part of this Agreement. In such an event, all Payments for the Period become due and payable immediately.
6. Intellectual Property
 - 6.1 United owns all Confidential Information, copyright, trade mark, patent or design rights ("Intellectual Property") in or related to the Equipment and its pump mounted advertising screens.
 - 6.2 The Client warrants that it has trade mark rights and copyright in or a licence to authorise United to display the Advertisements and all brand and product names in the Advertisements for the purposes of this Agreement.
 - 6.3 The parties indemnify and agree to keep each other indemnified against all liability, losses, damages or expenses incurred by one party in relation to or in any way directly or indirectly connected with any breach of law, trade mark rights or copyright in such Advertisements supplied by the other party.
7. Liabilities and Warranties
 - 7.1 The Client indemnifies United for any claims, demands, causes of action, losses and damages (including potential losses), liabilities, costs (including legal costs on an indemnity basis) that may be suffered or incurred by United as a result of any breach of a term of this Agreement.
 - 7.2 United is responsible for the maintenance of the Equipment and undertakes to repair or replace faulty Equipment within a reasonable time frame.
 - 7.3 United will use its best reasonable endeavours to ensure all Equipment is in working order during the Period.
 - 7.4 United will use its best reasonable endeavours to ensure the accuracy and fitness for purpose of any report generated under clause 3.5.
 - 7.5 United is not liable for any indirect or consequential losses or expenses suffered by the Client or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.
 - 7.6 United will not be liable for any loss or damage suffered by the Client where United has failed to meet any Period or cancels or suspends the supply of the Services.
8. Dispute Resolution
 - 8.1 A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement ("Dispute") unless it has complied with this clause.
 - 8.2 Before a party ("Notifying Party") seeks any external dispute resolution, it must follow the escalation procedure set out in clause 8.3.
 - 8.3 The escalation procedure is as follows:
 - (a) the Notifying Party's Project Manager must notify the other party's Project Manager, setting out the reasons for the Dispute; and
 - (b) the Project Managers must meet and use best efforts to resolve the Dispute.
 - 8.4 If the Dispute is not resolved through the procedure in clause 8.3, each party agrees that the Dispute must be referred for mediation, in accordance with the Law Institute of Victoria's mediation rules, to:
 - (a) a mediator agreed by the parties; or
 - (b) if the parties do not agree on a mediator, a mediator nominated by the then current President of the Law Institute of Victoria or the President's nominee.
 - 8.5 A party that has complied with this clause in relation to a Dispute may terminate that dispute resolution process by giving notice to the other party.
 - 8.6 If in relation to a Dispute a party breaches any provision of this clause the other party need not comply with this clause in relation to that Dispute.
9. Governing Law
 - 9.1 This agreement shall be governed by and construed in accordance with the law for the time being in force in the State of Victoria, Australia and the parties submit to the non exclusive jurisdiction of the Courts of Victoria.
10. No merger
 - 10.1 Any obligation in this agreement which by its nature is continuing, will survive termination or expiration and shall remain in full force and effect.
 - 10.2 If any provision of this agreement is held invalid, illegal or unenforceable, that provision will be deleted and the remaining provisions will remain in full force.