

Online Advertising Agreement

Between and

Date:

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By this **agreement** dated

between:

having its registered office of (Advertiser)

and

having its registered office of (Provider).

The parties agree as follows

These standard terms and conditions (**Standard Terms**) must be read with the attached Term Sheet and together with that Term Sheet constitute the Contract between the Provider and the Advertiser (**Contract**) which governs the rights and obligations of the Provider and the Advertiser relating to the services and activities specified in the Term Sheet. The Term Sheet shall set forth the specific pricing, placement and run for advertising purchased by the Advertiser from the specified site host. All Term Sheets must be accepted in writing by the Advertiser in order to be effective.

Terms

1 Terms of payment

The Advertiser will pay the Provider on a monthly basis following the first day of the advertising period set forth in the Term Sheet. Payment shall be made to the Provider not more than thirty (30) days from the date of receipt of the invoice and shall be no earlier than thirty (30) days after the initial advertisement date (if any) specified in the Term Sheet.

All payments shall be accompanied by reasonable documentation setting forth the number of Confirmed Registered Users (as defined below in **clause 2**) as measured via third party ad server .

The Advertiser shall be responsible for the payment of all taxes and duties assessed in connection with payments made hereunder, excluding taxes on the Provider's net income.

1.1 GST

Interpretation Words or expressions used in this clause 1.1 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this section.

Consideration is GST exclusive Any consideration to be paid or provided to the Provider for a supply made by the Provider under or in connection with this Contract, unless specifically described in this Contract as 'GST inclusive', does not include an amount on account of GST.

Gross up of consideration Despite any other provision in this Contract, if the Provider makes a supply under or in connection with this Contract on which GST is imposed (not being a supply the consideration for which is specifically described in this Contract as 'GST inclusive'):

- (a) the consideration payable or to be provided for that supply under this Contract but for the application of this clause 1.1 ('GST exclusive consideration') is increased by, and the Advertiser must also pay to the Provider, an amount equal to the GST payable by the Provider on that supply; and