



**“Renovation Revenue Accelerator” Marketing Program:
Statement of Work (SOW) and the “Agreement”**

SECTION 1: KEY PROVISIONS

Thank you for choosing Red2Black to advise and implement the RRA marketing solution exclusively for your business. THIS AGREEMENT (the “Agreement”), is between Red2Black (“The Contractor”) an Oklahoma limited liability company, and (the “Client”) . The Client and The Company (collectively, the “Parties”) agree as follows:

ITEM	HEADING	DESCRIPTION
1.	Product	Renovation Revenue Accelerator
2.	Fee	Red2Black Media will be charging \$25 per lead. Billing will be scheduled for every 2 weeks. Failure to pay will result in a termination of the ads. If a lead does not enter the correct phone number and email, the cost per lead will decrease to \$15. There will also be a minimum ad spend of \$300 per month.
3.	Commencement Date, Pause, or Termination	There will be no lock in the contract. The agreement commences on the Commencement Date, and continues until terminated by either party. Upon termination of the contract, the Client will be required to pay the due lead balance.
4.	Communication	Client agrees the communication is to be via Text, Email, or WhatsApp . If the Client wishes to speak on the phone, the Client should schedule the call in advance.

SECTION 2: EXECUTION PART

By executing this document, the Client agrees to be bound by the terms and conditions contained in Section 4.

Who must sign this Agreement on behalf of the Client:

For Companies: Where there is only one director for the company then that person must sign; where there are two or more directors for the company then 2 Directors, or a Director plus the Company Secretary must sign.

Sole Traders or Individuals: The individual people.

Partnerships: All Partners of the Partnership.

SECTION 3: SCOPE OF WORK

Phase 1: Research and Initial Clarification (7 Days)

Contractor hereby agrees to facilitate multiple workshops to craft an **offer** based on the client inputs and map out a customised **strategy** for the client:

1. Client Success Workshop
2. Market and competitor research
3. Facebook Ad Strategy: Devising a strategy and timeline to accomplish marketing goals.

Phase 2: Load The Cannon (14 Days)

Contractor hereby agrees to build and manage fully operational lead generation campaigns for the client.

This includes at the minimum and is not limited to:

1. Marketing Campaigns: Up to 3 Facebook ad campaigns for user acquisition and growth at a time (Copywriting, Design, Setup)
2. Setting up online calendar booking system
3. Setting up communication sequences for generated leads (Initial Contact, Follow-up, Appointment Confirmation sequences)
4. Lead Management Tool/ CRM Setup including automated sales pipeline
5. KPI Tracking System Setup
6. New custom images and creative as needed except video creative;

Phase 3: Validation and Additional Setup

Contractor hereby agrees to collaborate with the client to validate and prepare the system for the scaling phase:

1. Regular testing and Improvement: Daily improvement of ad campaigns including the maintenance, optimising and scaling the ad campaigns
2. Regular Reports: Providing detailed analytics and insights on campaign performance.
3. Active testing of new audiences, copy and creatives,
4. Priority support from an ad specialist

Phase 4: Systemisation & Scaling (Ongoing)

This includes at minimum and is not limited to:

1. Ads Scaling
2. Marketing Automation
3. Marketing Hosting
4. Ongoing optimization on ads, emails, sms to improve the conversion rate, and performance at all times.

SECTION 4: TERMS & CONDITIONS

1. Definitions

- 1.1. The definitions and interpretation clause towards the end of this Section 4 sets out and explains the defined terms used in this agreement and the rules of interpretation that apply

2. Term

- 2.1. The agreement commences on the Commencement Date, and continues until terminated by either party. This agreement comes to an end at the time of notice. The Client will be required to pay the remaining lead balance that is due at the time of cancellation.

3. Services

- 3.1. Subject to the terms of this agreement, Red2Black must supply the Services to the Client in consideration of the Client paying the Fee to Red2Black.
- 3.2. Red2Black will commence the provision of the Services on the Commencement Date, and continue to supply it until this agreement is terminated pursuant to these terms. The Client acknowledges that Red2Black may deliver the Services within a reasonable time after the Commencement Date, as Red2Black may require time to undertake consultation with the Client and time to prepare the Product.
- 3.3. The Services will be supplied by Red2Black until this agreement is terminated pursuant to these terms.
- 3.4. The Services may be supplied by such employees, contractors or agents that Red2Black may choose as most appropriate to carry out the supply.
- 3.5. The Client must:
 - (a) provide any brand guidelines to Red2Black for the purpose of Red2Black creating any marketing material and advertisements;
 - (b) allow access by Red2Black to the Client's Facebook page, back-end of its website, any email marketing system and any other access reasonably required to achieve Red2Black's objectives under this agreement;
 - (c) provide copies of logos, trademarks, and any other material required by Red2Black for it to create an advertising campaign, landing page, and other marketing material;
 - (d) make contact with the leads provided and generated by Red2Black in a timely manner;
 - (e) pay Facebook and any other advertising platform used by Red2Black all advertising fees it is due as a result of Red2Black performing services for the Client;
 - (h) prepare and provide information pertinent to a Lead Magnet suitable to be used by Red2Black in generating leads;

- (i) make available to Red2Black all relevant information, documentation, data or other material in a timely manner as required for the provision of the Services;
- (j) provide assistance to Red2Black as reasonably required so that Red2Black may competently perform its duties under this agreement; and
- (k) own the copyright in the material it provides to Red2Black, and it warrants to Red2Black that it does own the copyright in all material.
- (l) ensure information is provided to Red2Black in a reasonable timeframe, particularly in the instance of the set-up period. Should the client delay the process for more than 5 business days, Red2Black reserves the right to commence the management period.

3.6. A reference to Lead Generation means:

- (a) Red2Black will provide lead generation services for any product or service the Client intends to sell.
- (b) Red2Black will create advertising material using the Client's branding guidelines and its marketing material.
- (c) Advertisements will be prepared in consultation with the Client, however, Red2Black will have the discretion on how to conduct the campaign.
- (d) Red2Black will attempt to obtain the Goals of the Client. The Client acknowledges that Red2Black makes no representation that the Goals can be achieved.
- (e) Red2Black will use its reasonable endeavours to spend within the monthly marketing budget. The Monthly Marketing Budget may be amended from time to time by the Client giving written notice to Red2Black.

4. Fees, Expenses & Debit Facility

- 4.1. In consideration of the provision of Services in accordance with this agreement, the Client will pay Red2Black the Fee each month.
- 4.2. All fees referred to in this agreement do not include goods and services tax (GST). The client must make payment for a taxable supply under this agreement, an additional amount equal to the GST payable to Red2Black.. In this agreement "GST, "supply", "taxable supply" and "tax invoice" have the same meaning as in a New Tax System (Goods and Services Tax) Act 1999.
- 4.3. The Client must pay the Fee when due. To avoid doubt, Red2Black is not obliged to perform any services until the Fee is paid.
- 4.4. The Client must pay any Deposit specified in this agreement within 7 days of executing this agreement. Subsequent invoices will be sent 14 days prior to the following due date. An invoice must be paid within 14 days of receipt for Services to continue. If payment is not received within 7 days, Services will pause until Red2Black receives payment.
- 4.5. If the Client requires additional modifications to the Services, additional charges may be incurred and will be discussed with the Client prior to any work being undertaken.
- 4.6. The Client must execute all documents reasonably necessary to give Red2Black the authority to directly debit the Fee from the client's nominated bank account on a basis of every two weeks.

- 4.7. The Client must repay to Red2Black any expenses that Red2Black incurs in performing the Services on behalf of the Client, which includes but is not limited to the following:
- (a) fees for advertising on the Facebook platform;
 - (b) fees for advertising on any other social media or online platform;
 - (c) fees incurred in paying third parties to perform services on behalf of the Client.
- 4.8. In the event the client terminates this agreement, no portion of any payments of any kind provided to Red2Black shall be refunded.

5. Confidentiality

- 5.1. With respect to the Services, the Client must:
- (a) keep confidential all information and technical data disclosed by Red2Black to the Client, provided that the Client has the right to disclose such information to its employees and other people in so far as it is necessary for them to know the information for the use of the Services in the course of the Client's business.
 - (b) not use any of Red2Black disclosures or other information or technical data except for the purposes specified in this agreement.
- 5.2. Red2Black must not, without the prior written consent of the Client, use or disclose any documents in connection with the Services of this agreement, which is marked confidential by the Client related to the Services ("Confidential Information"), other than as necessary to provide and/or maintain the Services.
- 5.3. Despite the above, either Party may disclose Confidential Information if and to the extent that:
- (a) such disclosure is required by law, or
 - (b) the information is generally available in the public domain except where that is a result of a disclosure in breach of this agreement.

6. Intellectual Property Ownership

- 6.1. The Intellectual Property in the Services or any document or thing related to the services, and any additions or enhancements incorporated into the Services by Red2Black is owned by Red2Black.
- 6.2. While this agreement is in force, Red2Black provides a non-exclusive, non-transferrable, royalty free licence to the Client to access, use, customise, communicate and reproduce Red2Black's Intellectual Property to the extent necessary for the Client to obtain the benefit of the Services. When this agreement ends or is terminated, the licence specified in this clause is automatically revoked.
- 6.3. The Intellectual Property in any of the Client's pre-existing material owned by the Client prior to the commencement of this agreement and used in the delivery of the Services is owned by the Client.
- 6.4. The Client grants Red2Black an irrevocable, world-wide, non-exclusive, non-transferable, royalty-free licence to use, reproduce or adapt the client's Intellectual Property for purposes related to the provision of the Services to the Client under this agreement.
- 6.5. The Client must advise Red2Black as soon as reasonably possible, in writing, if there is any Claim or any legal threat by any third party in respect of the Intellectual Property owned by Red2Black or the Client relating to the provision of the services under this agreement.

7. Warranties, liability, indemnities & Limitation of Liability

- 7.1. Red2Black provides the Services to the Client at the request of the Client.
- 7.2. The Services are provided without warranty of any kind, express or implied.
- 7.3. Red2Black does not warrant that:
- (a) the Services will be error free, or
 - (b) the Services will be provided without interruption.
- 7.4. If Red2Black supplies the Services (or any part of it) negligently or in breach of this agreement, then the Client must give Red2Black the opportunity to re-supply the relevant part of the Services to rectify the same.
- 7.5. Red2Black provides no warranty that any Goal, result or objective can or will be achieved or attained at all or by any completion date or any other date, whether stated in this agreement or elsewhere.
- 7.6. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 or the Fair Trading Act (or similar legislation) in each of the States and Territories of Australia where Red2Black undertakes the work, except to the extent permitted by those Acts where applicable.
- 7.7. Without limiting any other term in this document, where the Client is a consumer (as defined by the Oklahoma Consumer Protection Act (OCPA)) but the goods or services supplied by Red2Black to the Client are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Red2Black's liability under the consumer guarantees (as defined by the OCPA) is limited, at Red2Black's option, to one or more of the following:
- (a) replacing or repairing the product supplied to the Client;
 - (b) reimbursing the Client for the cost of replacing or repairing the product supplied to the Client;
 - (c) re-supplying the Services supplied to the Client again;
- 7.8. In all other circumstances, and without limiting any other term in this document, to the full extent permitted by law, (including but not limited to the OCPA, any relevant federal, State or local statute as amended from time-to-time and the common law), Red2Black will not be liable in any circumstances for any Loss or damage (including consequential loss or damage including loss of profit) to the Client or any property or person whatsoever arising out of or connected with:
- (a) these terms;
 - (b) the Client's access to, use of or inability to use any of the product or Services.
 - (c) the provision of the any product or Services under this agreement;
 - (d) the delay in delivery, delay or non-delivery of any product or Services supplied to the Client; or
 - (e) the delay in completing or a breach of this document by Red2Black.
- 7.9. The Client indemnifies Red2Black and each of Red2Black's employees, contractors and agents against any Loss, Claim, damage or expense (including legal fees on a full indemnity

basis) incurred by Red2Black or any of Red2Black's employees, contractors and agents arising directly or indirectly out:

- (a) infringement of third party Intellectual Property, or third party Losses by reason of or arising out of any information supplied to the Client by Red2Black, its employees, agents or consultants, or supplied to Red2Black by the Client within or outside of the scope of this agreement; or
- (b) of any breach by the Client of this agreement; or
- (c) the Client failing to follow the reasonable advice of Red2Black.

8. Marketing Material

- 8.1. The Client authorises Red2Black to use the Client's name and logo in Red2Black marketing material, including on the Red2Black website and in promotional documents.
- 8.2. The Client may withdraw permission for Red2Black to use its name and logo in marketing material at any time by providing written notice to Red2Black.

9. Disputes

- 9.1. When a dispute arises under this agreement, a party with a complaint against the other is first required to notify the other of the dispute by giving written notice specifying the nature of the dispute, the outcome required and the action believed necessary under the circumstances that will assist both in settling the dispute. Each party will then, in good faith, attempt to resolve the dispute by negotiation within the next 14 days from the date of the complaint, or longer period if the parties agree in writing.
- 9.2. Except in the case of urgent injunctions, the parties agree to attempt to resolve any dispute in accordance with this clause prior to enforcing any other rights permitted by law in relation to this agreement.

10. Termination

- 10.1. Red2Black reserves the right to immediately terminate the agreement in the event that:
 - (a) the Client fails to pay the Fee within the agreed terms;
 - (b) the Client becomes an externally administered body corporate or insolvent, bankrupt, or subject to laws relating to guardianship or diminished mental capacity;
 - (c) if Red2Black believes the any product and Services is being used by the Client to commit illegal or unauthorised activity; or
 - (d) if the Client fails to follow the reasonable advice of Red2Black.
- 10.2. Without limiting any other term, Red2Black has no liability to the Client for termination of the agreement in accordance with this clause.

11. Miscellaneous

- 11.1. This agreement may only be amended in writing signed by duly authorised representatives of the parties.
- 11.2. This agreement expresses and incorporates the entire agreement between the parties and supersedes and excludes any prior or collateral negotiation, understanding, communication, representation or agreement by or between the parties.

- 11.3. Nothing in this document makes ineffective, or reduces, any protection at law from liability which Red2Black is entitled to in the state or territory of the applicable law.
- 11.4. This agreement does not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this agreement.
- 11.5. The Client does not have, and must not represent that it has any authority to make any commitments on Red2Black's behalf.
- 11.6. This agreement is governed by and construed under the law of the State of Western Australia. Any legal action relating to this agreement must be brought in any court of competent jurisdiction in the State of Western Australia, and the parties irrevocably, generally and unconditionally submit to the exclusive jurisdiction of the courts of that State.
- 11.7. Any failure by the parties to exercise any right under this agreement in whole or in part does not operate as a waiver.
- 11.8. Any provision or part provision of this agreement that is invalid, unenforceable or illegal for any reason in any jurisdiction, is invalid, unenforceable or illegal in that jurisdiction to that extent. It will not invalidate, make unenforceable or illegal, or affect the remaining provisions of this agreement or the validity, enforceability of legality of that provision in any other jurisdiction.
- 11.9. The Client must not transfer any right or liability under this agreement without the prior written consent of Red2Black.
- 11.10. Red2Black may assign its rights or liabilities under this agreement at its absolute discretion.
- 11.11. This agreement may be executed in any number of counterparts, all of which taken together are deemed to constitute the same agreement.
- 11.12. Any notice may be served by delivery in person, by post or by email to the address or email of the recipient most recently notified by the recipient to the sender.
- 11.13. Any notice to or by a party under this document must be in writing and signed by either the sender or, if a corporate party, an authorised officer of the sender or the party's solicitor.
- 11.14. Any notice is effective for the purposes of this document on delivery to the recipient or production to the sender of a fax confirmation report before 4.00 pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next day following delivery or receipt.
- 11.15. The addresses for service for notices of the parties are the addresses specified above or any address a party advises the other in writing from time to time.
- 11.16. The terms specified in the Special Conditions apply to this agreement. In the event that there is any inconsistency between the terms in this Section 4 and the terms of the Special Conditions, the Special Conditions take priority.

12. Interpretation:

- 12.1. In this document, unless the context requires otherwise (and whether capitalised or not):
- (a) OCPA means The Oklahoma Consumer Protection Act as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth);
- (b) Claims means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise);

- (c) Client means the person or entity described in item 1 of Section 1;
- (d) Commencement Date means the date specified in item 2 of Section 1;
- (e) Deposit means the deposit specified in item 7 of Section 1;
- (f) Fee means the amount that the Client is required to pay to Red2Black for the supply of the Services as specified in item 5 of Section 1;
- (g) Goals means the targets specified in Item 4 of Section 1;
- (h) GST means any tax, levy, charge or impost implemented under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (GST Act) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act;
- (i) Intellectual Property includes trade marks, patents, copyrights, processes know-how, registered designs or other like rights or any right to apply for registration of any of the former;
- (j) Lead means name and email or phone number of a prospect that the Client wishes to do business with;
- (k) Lead-Generation has the relevant definition specified in clause 3;
- (l) Lead Magnet means a thing to offer to prospects of the Client in exchange for the prospect's contact details;
- (m) Loss or Losses means all losses including financial losses, damages, legal costs and other expenses of any nature;
- (n) Monthly Marketing Budget means the budget allocated for advertising specified in item 6 of Schedule 1.
- (o) Services means the services that are specified in item 4 of section 1;
- (p) Special Conditions means the terms, if any, specified in item 8 of Section 1;

12.2. In this document, unless the context requires otherwise:

- (a) headings are for reference purposes only, except when there is an express references to Sections 1 to 3 which refers to the headings labelled Section 1, Section 2 and Section 4 respectively;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) a reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this document includes its successors and permitted assigns;
- (g) any reference to any agreement or document includes that agreement or document as amended at any time;

- (h) the word "including" (and related forms including "includes") is understood as meaning "including without limitation";
- (i) the expression at any time includes reference to past, present and future time and performing any action from time to time;
- (j) an agreement, representation or warranty by two or more persons binds them jointly and severally and is for the benefit of them jointly and severally;
- (k) a reference to an exhibit, annexure, section, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment, section or schedule in this document;
- (l) a reference to a clause described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- (m) a reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (n) a provision of this document must not be construed to Red2Black's disadvantage merely because it was responsible for the preparation of this document or the inclusion of any term in this document;
- (o) to avoid doubt, and without limitation, the term "in writing" or such similar term includes by email;
- (p) unless expressly stated otherwise, a reference to dollars or \$ is to an amount in Australian currency;
- (q) Each person executing this document on behalf of the Client warrants and represents that they have full authority to enter into this agreement on behalf of the Client.