

Magic Agency Pty Ltd ACN 633 565 625

Terms and Conditions

For a dictionary of defined terms, see clause 34.

# Appointment

You hereby appoint us to provide and we agree to provide the Services on the terms and conditions contained in this Agreement.

# Term

This Agreement commences on the Commencement Date and continues for the Initial Term, unless terminated in accordance with clause 20. Following the expiry of Initial Term this Agreement shall continue in force for an additional 6 months unless you terminate it by giving us not less than 1 month’s prior notice in writing.

# Service provision

## We shall use our best efforts to ensure that the End Product complies with the Scope and any operational and performance capabilities set out in the Specifications or as otherwise agreed between us in writing.

## We will prepare and supply to you any documentation set out in item 7 of Schedule 2.

# Media Plan and Assistance from You

## We shall use reasonable endeavours to adhere to the Media Plan (if such a plan is specified).

## You shall ensure that you provide to us in a timely fashion such information, facilities, services and access to personnel as we require to enable us to adhere to the Media Plan and comply with our obligations under this Agreement. Without limiting any other provision of this Agreement, you shall have no remedy against us in relation to delay or failure to complete or provide our Services, where such delay or failure is the direct or indirect result of any act or omission by you or your breach of this Agreement.

## We shall not be responsible for any actual or alleged deficiency in any End Product which is attributable to any failure by you to comply with clause 4.2.

# Charges

## You agree to pay us the Charges at the rates and in the manner specified in item 5 of Schedule 1. Unless and except as set out otherwise in Schedule 1, all Charges shall be paid within 14 days of the issue of the invoice setting out the applicable Charges.

## Unless otherwise expressly indicated, all amounts specified in the Agreement are exclusive of GST and you must, in addition to any other amounts payable under the Agreement in respect of a taxable supply, pay any GST applicable to that taxable supply.

## Without limiting any other provision of this Agreement you agree to reimburse us in respect of any amounts disbursed to third parties in connection with the Services (for example, Google or other provider where Search Engine Optimisation is required).

## Without limiting any other provision of this Agreement, if any payment payable by you is owing after 60 days from the due date, we will be entitled to suspend our remaining obligations under this Agreement, without affecting our other rights and remedies.

## If you fail to pay any invoice by the due date for payment, then without prejudice to any of our other legal rights:

### you must also pay us interest on the outstanding amount at the rate prescribed from time to time under Section 2 of the *Penalty Interest Rates Act 1983 (Victoria)*; and

### we may by seven days’ notice to you suspend the provision of the Services until the outstanding invoice and interest have been paid in full.

# Planned Spend and Actual Spend

## If the Planned Spend model is selected in your Media Plan, we will issue an invoice to you on the first day of each calendar month for the estimated Planned Spend for that month. You must pay this invoice within 14 days of receiving it.

## Within 14 days of the first day of following calendar month (being the month subsequent to the month referred to in clause 6.1) we will conduct a reconciliation of your Planned Spend with your Actual Spend for the preceding month and notify you of the this reconciliation. If the Actual Spend is less than the Planned Spend for that month, in respect of the difference between those two amounts (“Under-spend Amount”), we will either:

### re-allocate the Under-Spend Amount to the provision of our Services in accordance with your Media Plan, unless you advise us within 14 days of being notified if the Under-Spend Amount that you wish to be reimbursed instead; or

### if you elect to be reimbursed for the Under-Spend Amount, we will reimburse you within 7 days of the first day of the following calendar quarter.

# Audit

## You may audit the Planned Spend and Actual Spends on a quarterly basis. On request, we will provide you with access to the relevant information at a time determined by us, acting reasonably, in our discretion.

# Alterations

## You may request alterations to the Services, the Scope, the Specifications, any documentation required, and/or the Media Plan. If you request an alteration pursuant to this clause, we will endeavour to provide within 14 business days of such request a written proposal indicating the applicable Additional Charges for such alteration and the time within which the alteration will be effected. If:

### we do not agree to the proposed alteration under clause 8.1; or

### agreement cannot be reached on the Additional Charge payable for the alteration or the time within which the alteration will be effected;

### we may terminate this Agreement in which case clause 20.4 applies.

## If agreement is reached between us (and such agreement must be in writing and signed by the parties) on the Additional Charges payable by you and the time within which the alterations will be effected, the services in respect of those alterations and Additional Charges will be deemed to be incorporated into this Agreement.

# Additional Services

## If you request us to provide services other than the Services (not being an alteration covered by clause 6) then we will provide to you a separate estimate for the provision of those services and the agreed terms will be set out in a New Schedule or other mutually agreed document.

## If you accept any estimate we provide under clause 9.1, then this Agreement will apply to the provision of those additional services as if they were part of the Services in the Agreement. Unless we agree otherwise in writing, the terms of this Agreement shall apply in respect of the New Schedule and where there is any inconsistency, take precedence over the matters set out in that New Schedule.

# Content and Images

## Except if and to the extent agreed otherwise, you must provide to us at the commencement of the Agreement:

### all data, content, “copy” and information to be incorporated into the End Product;

### all logos, designs, graphics, audio and video materials to be incorporated into the End Product; and

### all other information, ideas or suggestions which you wish us to expressly consider in developing the End Product.

## You undertake to ensure that any material provided to us for the inclusion in the End Product and for any other use by you of any services, systems and any servers that we provide:

### will not infringe the Intellectual Property Rights or privacy rights of any person;

### will not be obscene, offensive or defamatory;

### will not be in any way misleading, deceptive or otherwise in breach of any law; and

### will not comprise and cannot be used for any purpose or activity of an illegal or fraudulent nature.

## Nothing in this clause shall affect our right to exercise our own judgment and utilise our creative skills as we consider most appropriate in order to develop the End Product in accordance with the Media Plan, to the extent that the exercise of such discretion is not inconsistent with the Media Plan.

# Approvals

## An End Product will be deemed to have been approved by you in circumstances including but not limited to when your approval is communicated in writing to us.

# Search Engine Marketing and/or Optimisation (where applicable)

## If so indicated in item 1 of Schedule 2, we shall provide search engine marketing (SEM) and/or search engine optimisation services (SEO).

## You agree to provide us with all assistance necessary to facilitate and maximise the benefits of SEM and SEO, including, where requested, by (a) providing us with or (b) making reasonable changes we suggest to, any information, material, or links from or to any content on your Website.

## You agree to notify us if during the period of provision of SEO/SEM services you or any person other than us alters any element of the textual content, content structure, graphical content, source code of, and the addition or removal of any links to or from your Website, as this may impact service delivery.

## You agree and acknowledge that SEO is an inexact and sometimes unpredictable process and that while we will make reasonable efforts to achieve high search engine rankings for you and/or your Website we make no guarantee high or any specific rankings, nor do we guarantee that high rankings (if achieved) will result in any increase in traffic to your website or in the number of value of any transactions conducted at or through any public exposure to your Website.

## Where pay-per-click or similar marketing tools are to be used, you agree and acknowledge that we make no representation as to the duration of time that such marketing will remain in force in any given period, as the budget that you agree to allocate on same may become depleted and/or exhausted at varying rates depending on the behaviour of third party internet users.

## Where you engage us to utilise on your behalf pay-per-click campaigns offered by providers such as Google and Programmatic/Campaign Manager we shall (in collaboration with you) select certain objectives and themes in respect of which we shall the provide the Services (including by bidding on keywords related to those objectives on the Google Ads platform), and the budget for the campaign. You appoint us as your agent for the purpose of creating accounts with Google or Programmatic/Campaign Manager as requested, agreeing on your behalf to their terms and conditions, and paying for any charges applicable to those accounts using the credit card information you may provide to us for this purpose. You agree and acknowledge that search engines providers such as Google and Programmatic/Campaign Manager have their own terms and conditions regarding the provision of services such as SEO and SEM. It shall be your responsibility to become aware of these terms and conditions and to indemnify us in respect of any liability that we may incur to such providers (except where the same is the result of our negligence) as a result of the provision of SEO and/or SEM services for you.

# Social Media Services

## If so indicated in item 1 of Schedule 2 we shall provide the Social Media Services there specified and the remainder of this clause shall apply.

##  You agree and acknowledge that the operators of certain Social Media Services:

### (a) may require contributors to assign or license the intellectual property rights in content posted. If you instruct us to use a Social Media Service where that is required, you authorise us to grant to the Social Media Service in question on your behalf such rights as are required under their standards terms and conditions;

### (b) may themselves or may allow and encourage other users to post feedback. This may at times be negative and we accept no responsibility for any loss or damage that may arise as a result and you indemnify us in that regard; and

### (c) may themselves or may allow and encourage the manipulation or reproduction by users of content (including your content or content pertaining to you and including by incorporating same into new content) which may be rebroadcast by users. Such use may be impossible to control, restrict or prevent, we do not accept any responsibility for any loss or damage arising as a result and you indemnify us in that regard.

## You agree and acknowledge that we cannot control third party content appearing on Social Media Services, and that while we may update content on those services the operators of those services may delete content in whole or in part, may modify it, reposition it or leave content posted despite a request to remove it.

## Where you instruct us to interact with other users of Social Media Services, you agree and acknowledge that we cannot be responsible for the outcome of any such interaction and you indemnify us in that regard.

## Where you instruct us to interact and post content on your behalf (including, by acting as if we were you) through services such as (but not limited to) Twitter and/or Facebook, you warrant that all information that you provide to us is and will be accurate, not misleading or deceptive and not otherwise in breach of any law, You indemnify and hold us harmless in respect of all loss and damage that you, your servants, or agents, or any Related Bodies Corporate (as that term is defined in the Corporations Act 2001) may sustain (including all legal costs), arising, whether directly or indirectly, from or as a result of any comment, posting or representation that is made on your behalf.

# Intellectual Property Rights

## Except as provided below, this Agreement does not affect ownership of or bring about any assignment or licence of the Intellectual Property Rights existing as at the Commencement Date of either Party.

## Subject to clause 14.3 all Intellectual Property Rights including but not limited to in relation to all scripts, software, source code, documentation and created by us, our employees and/or our consultants whether prior to the Commencement Date or otherwise by us (whether or not with your cooperation and/or assistance) shall in the absence of any contrary written agreement between us, belong to us. We grant to you a non-exclusive licence to use those elements and materials for the sole purpose of and to the extent necessary only for your use and maintenance the End Product.

## We agree that all Intellectual Property Rights in the End Product shall vest in you.

## Without limiting the foregoing clauses you acknowledge that there is no assignment from us in your favour of Intellectual Property Rights in:

### any of our pre-existing and/or third party material (including but not limited to software owned by us or licensed to us, such as the software dashboard programme known as “Alchemi”, documentation, templates, our strategy methodologies and tactics, attribution modelling, and data) which is incorporated into or which has been used in the course of developing the End Product;

### the User interface of the End Product; or

### any database developed for you (other than to the extent that you have supplied or may supply data for incorporation in the database)

## You are responsible for obtaining all necessary permissions, authorisations, licences and consents in relation to the use and incorporation into the End Product of materials in which copyright or other Intellectual Property Rights may subsist including but not limited to text, graphics, music, audio or video materials, and/or any software the payment of all royalties or licence fees associated with the use of a third party's Intellectual Property Rights in connection with the End Product.

# Warranties

## Each of the parties to this Agreement warrants to the other that it has the ability and authority to enter into and perform its obligations under this Agreement.

## We warrant to you that the Services will be provided in accordance with all legislative requirements applicable to their supply and will be fit for purpose for which they are supplied.

## You agree and warrant to us that you will comply with all terms and conditions of use under any licence of any third party software (including content management systems) required, requested or otherwise provided by us in order to operate the End Product.

# Indemnity

## You shall at all times indemnify and hold harmless us and our officers, employees and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by:

### a breach by you of any obligation or any warranty under this Agreement;

### any wilful, unlawful or negligent act or omission of yours;

### any modification or alteration of the End Product made without our prior consent in writing;

### any loss or damage (whether direct or indirect) that may be incurred or sustained by any person as a result of the use of or reliance on information or material as described in clause 13.5; or

### any transaction you enter into relating the End Product without our prior consent in writing.

# Implied Terms and Representations

## Subject to clause 17.2, any condition or warranty which would otherwise be implied in this Agreement is hereby excluded.

## Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty must be deemed to be included in this Agreement. However, our liability for any breach of such condition or warranty must be limited, at our option, to one or more of the following:

### if the breach relates to goods:

#### the replacement of the goods or the supply of equivalent goods;

#### the repair of such goods;

#### the payment of the cost of replacing the goods or of acquiring equivalent goods; or

#### the payment of the cost of having the goods repaired; and

### if the breach relates to services:

#### the supplying of the services again; or

#### the payment of the cost of having the services supplied again.

# Liability

## Except as expressly provided to the contrary in this Agreement and to the extent permitted at law, we exclude all liability for indirect and consequential loss or damage of any kind, loss or corruption of data, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, tort (including negligence) under any statute or otherwise arising from or relating in any way to this Agreement and/or its subject matter.

## To the extent permitted at law you agree that our total liability for loss or damage however caused of any kind not that is not excluded or otherwise limited by clauses 17.2 and 18.1, in contract, tort (including negligence) under statute or otherwise arising from or relating in any way to this Agreement is limited in aggregate for any and all claims to the amounts paid by you pursuant to this Agreement.

# Dispute Resolution

## The procedure set out in this clause must be followed in relation to the resolution of a dispute concerning the interpretation of a term this Agreement or of the Parties' rights or obligations pursuant to this Agreement ("Dispute").

## Upon any Dispute arising, a Party may give written notice to the other Party that a Dispute exists ("Dispute Notice").

## The Dispute Notice shall provide the recipient with the full particulars of the matters in Dispute.

## The timetable and process for resolving a Dispute pursuant to a Dispute Notice is as follows:

### within 5 business days of receipt of a Dispute Notice, the recipient shall hold discussions in good faith in an attempt to resolve the Dispute;

### if the Dispute is not resolved within 20 business days of the commencement of the meeting referred to in the previous sub-clause or if the meeting referred to in the previous sub-clause has not taken place within the 5 business day period, the Parties to the Dispute shall refer the matter to mediation;

### within 5 business days following the expiry of the relevant period in the previous sub-clause, the Parties to the Dispute must attempt to agree on the appointment of a mediator. In the absence of agreement on the appointment of a mediator, a mediator is to be appointed by the President for the time being of the LEADR, with the costs of the mediation to be borne equally by the Parties to the Dispute;

### the Parties to the Dispute shall use their best endeavours to ensure the mediation takes place within 30 days of a mediator being appointed; and

### any mediation that takes place pursuant to the operation of this clause is to take place in Melbourne, Australia.

## Except for the purpose of obtaining urgent interlocutory or declaratory relief from a court of competent jurisdiction, no Party shall commence any proceedings in any court, tribunals or otherwise without first providing a Dispute Notice and complying with the dispute resolution process set out in this clause.

# Termination

## Either party may terminate this Agreement for convenience at any time by written notice to the other party.

## If you terminate this Agreement under clause 20.1, you must either:

### provide us with 90 days’ notice; or

### an amount of notice equivalent to 30% of the Term of this Agreement

### and pay to us a cancellation fee in a sum equivalent to our Charges (in accordance with the Planned Spend) for that period of time (90 days or 30% of Term length) in addition to our actual Charges incurred during the notice period.

## Without limiting the generality of any other clause in this Agreement, either Party may terminate this Agreement immediately by notice in writing if:

### the other Party is in breach of any term of this Agreement and such breach is incapable of remedy or if capable of remedy such breach is not remedied within thirty (30) days of provision of a notice to remedy;

### the other Party becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;

### to the extent applicable, the other Party being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;

### to the extent applicable, the other Party, being a natural person, dies; or

### the other Party cease or threatens to cease conducting its business in the normal manner.

## If we give notice to you in accordance with clause 20.1 or clause 8.1, we may, in addition to terminating the Agreement:

### repossess any of its property in your possession, custody or control;

### retain any moneys paid;

### charge a reasonable sum for work performed in respect of which work no sum has been previously charged;

### be regarded as discharged from any further obligations under this Agreement; and

### pursue any additional or alternative remedies provided by law.

# Confidentiality

## A Party must not, without the prior written approval of the other Party, disclose the other Party's Confidential Information unless such disclosure:

### is required to be disclosed by any court, government, fiscal or other public body;

### is already in the public domain other than as a result of a breach of this Agreement; or

### the receiving Party can prove was known to it at the time of disclosure by the disclosing Party, free from any obligation of confidence; or

## Each Party must take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purpose of this Agreement, do not make public or disclose the other Party's Confidential Information.

## Notwithstanding any other provision of this clause, a Party may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers or accountants.

# No Poaching

You must not attempt to entice away from us any of our employees or subcontractors for a period of two years from the termination or expiration of the Agreement.

# Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure being a circumstance beyond the reasonable control of a Party which results in it being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include but shall not be limited to:

### acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;

### acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and

### strikes.

# Sub Contracts

## We may engage individuals on a subcontract or consultancy basis, whether or not operating under a corporate structure, to assist in the provision of services pursuant to this Agreement.

# Entire Agreement

## This Agreement constitutes the entire agreement between us and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing in relation to its subject matter.

# Assignment and Novation

## You must not assign the benefit of this Agreement without our written consent.

## We may consent to the assignment or novation of this Agreement subject to such conditions as we choose to impose.

# Waiver

## No right under this Agreement shall be deemed to be waived except by notice in writing signed by each Party.

## A waiver we make under clause 27.1 will not prejudice our rights in respect of any subsequent breach of the Agreement by you.

## Subject to clause 27.1, any failure by us to enforce any clause of this Agreement, or any forbearance, delay or indulgence we grant to you, will not be construed as a waiver of our rights under the Agreement.

# Variation

## A variation of this Agreement must be in writing and signed by each of the Parties.

# Severability

## If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, the Agreement shall remain otherwise in full force apart from such provisions which shall deemed deleted.

# Further Assurances

## Each Party will do all things and execute all further documents necessary to give full effect to this Agreement.

# Governing Law

## This Agreement will be governed by and construed according to the law of Victoria, Australia.

# Notices

## Notices under this agreement may be delivered by hand, by mail or by facsimile to the addresses specified in Schedule 1.

## Notice will be deemed given:

### in the case of hand delivery, upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party;

### in the case of posting, three days after dispatch;

### in the case of facsimile, upon receipt of the transmission if received on a business day or otherwise at the commencement of the first business day following transmission.

# Surviving Provisions

Those clauses capable of surviving the expiration or termination of the Agreement shall do so.

# Definitions

In this document

**Actual Spend** means the Charges incurred by you calculated on a monthly basis in reference to the Planned Spend.

**Additional Charge** means a charge in accordance with our standard hourly rates (calculated by hours each individual engaged by us works at their respective hourly rates set out in Item 5 of Schedule 1) in effect from time to time for time and any overtime, travel and materials;

**Agreement** means this digital services agreement including its Schedules;

**Charges** means the charges payable by you to us for the Services, as specified in item 5 of Schedule 1;

**Commencement Date** means the date stated in Item 3 of Schedule 1;

**Confidential Information** means all information of a confidential or commercially sensitive nature of which a Party becomes aware during the continuance of this Agreement including, without limitation, all trade secrets, ideas, know-how, concepts and information whether in writing or otherwise relating to either party, their sublicensees, agents, employees, affairs, businesses, sale, marketing or promotional information and the terms of this Agreement;

**End Product** means any deliverables resulting from the provision of the Services and/or the Service itself (as the context requires);

**Initial Term** means the period set out in Item 4 of Schedule 1;

**Intellectual Property Rights** includes all present and future rights in respect of copyright, trade marks (whether registered or unregistered), designs, patents, patentable inventions, circuit layouts, rights in respect of confidential information and know-how;

**New Schedule** means an additional schedule substantially in the form of schedules 1 and 2 agreed after the date of this Agreement by us for services to be provided by us;

**Party** means either us or you, as the context dictates;

Media Planmeans the plan specified in in Schedule 2 for completion of the Services, encompassing the Services, Scope, Specifications and Planned Spend as and if specified;

**Project Stage** means a stage of development specified in the Media Plan (if specified);

**Planned Spend** means the fee estimate provided by us to you as set out in the Media Plan;

**Schedule** means a schedule to the Agreement, and unless the context requires otherwise includes any New Schedule;

**Scope** means the scope of the Services to be provided as set out in Item 1 of the Schedule 2;

**Services** means the services to be provided by us to you as set out in Item 1 of Schedule 2 and in any New Schedule, any agreed additional Services and, if so indicated in Item 6 of Schedule 2, includes the Maintenance Services;

**Social Media Services** includes blogs, forums, platforms and networks;

**Specifications** means the End Product specifications set out in Item 1 of Schedule 2;

**Term** means the Initial Term and any extension thereof in accordance with clause 2;

**We** and **us** means Magic Agency Pty Ltd ACN 633 565 625

**You** means the entity or individual described in item 2(a) of Schedule 1.

|  |
| --- |
| **SIGNED** on behalf of Magic Agency Pty Ltd ACN 633 565 625  |
| Signature |
| Name |
| Position\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date of signature |

|  |
| --- |
| **SIGNED** on behalf of Forager Funds Management Pty Ltdby its authorised representative |
| Signature |
| Name |
| Position\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date of signature |

**SCHEDULE 1**

**PARTICULARS**

|  |  |  |
| --- | --- | --- |
| Item 1 | Us | MAGIC AGENCY PTY LTDPhone: 03 8640 0938Fax: n/a |
| Item 2 (a) | You | Name : FORAGER FUNDS MANAGEMENT PTY LTDABN/ ACN: 78 003 278 831Address: Level 29, 85 Castlereagh street NSW 2000 |
| Item 2 (b) | Your designated contact person details | Name: Lauren HogbinPhone: 02 8277 4812Email: lauren.hogbin@foragerfunds.comMobile: |
| Item 3 | Commencement Date |   |
| Item 4 | Initial Term | Tick one:[ ]  6 months from Commencement Date[x]  12 months from Commencement Date[ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[ ]  Until Completion of the Services  |
| Item 5  | Charges  | Hourly rate: $180 plus GST |
| Item 6 | Timing of payment | 30 days from the date of invoice |
| Item 7 | Payment method | By direct deposit to our nominated bank account, as notified by us to you. |

**SCHEDULE 2**

**Media Plan**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item 1 | Services and Scope | **Services**[ ]  Search Engine Optimisation[x]  Search Engine Marketing [Google Ads, Display, YouTube][x]  Paid online advertising [3rd Party Publishers (Facebook, Quantcast & others)][x]  Magic Attribution and/or reporting[ ]  Online Promotions consultation and implementation[x]  Social media – consultation and implementation[ ]  Other strategy/ consulting workInsert additional details:Billing to run through Forager Funds’ account and payment method. Magic fees billed separately.Campaign Manager/DisplayVideo360 billing to run through Magic.**Scope**

|  |  |  |
| --- | --- | --- |
| **Media Spend Threshold** | **% Fee** | **Est. Cost** |
| Media Setup/Build/Consult | - | $2,200 |
| under $40,000 | 18% | ~$3,600 |
| min $40,000 | 16% | ~$5,600 |
| min $80,000 | 14% | ~$9,600 |
| min $130,000 | 12% | ~$14,300 |
| **TOTAL** | NA | NA |

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| Item 2 | Specifications | Media Plan to be devised upon completion.Invoicing to be sent in first week of following month. |
| Item 3 | Additional Media Plan details |  |
| Item 7 | Documentation |  |

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