General Terms of Service

Loveridge Digital Pty Ltd | ABN 90 661 147 717

Version: 2026-09-30

These terms apply when a Statement of Work expressly incorporates this version. Publishing or updating this page does not change an existing contract. Existing contracts continue on the version they incorporate unless the parties expressly agree to a variation. This version replaces version 2026-09-23 and the terms effective 01/01/2023 for Statements of Work accepted on or after the date this version is published. Every published version is available at loveridgedigital.com/general-terms-service, each at its own address, and superseded versions stay available there for the contracts that incorporate them.

Definitions

Agreement means the accepted Statement of Work, its expressly identified appendices, schedules and variations, and this version of these terms. **Statement of Work or SOW** includes an accepted written proposal, quotation or work order that identifies the parties, services and agreed commercial terms and incorporates these terms.

Loveridge, we or us means Loveridge Digital Pty Ltd, ABN 90 661 147 717. **Customer or you** means the legal person identified as the customer in the SOW. Employees, contractors and other Loveridge entities are not additional contracting parties merely because they assist with the services.

Services means the work expressly included in the SOW. **Deliverables** means the outputs identified there for delivery. **Final Custom Deliverables** means the final, approved work created specifically for you under the SOW, excluding Background Materials, Third Party Materials, Raw Materials and working materials not identified for delivery.

Background Materials (which a SOW may call Loveridge Materials) means our pre-existing or independently developed tools, templates, frameworks, methods, code libraries, build tooling, prompts, systems, reusable components and know-how, and improvements to them. **Raw Materials** means unedited footage, photography originals, project files, design working files, source files for graphics, unused concepts and drafts, and other intermediate material created in producing Deliverables. **Third Party Materials** means materials owned or licensed by someone other than the parties. **Confidential Information** has the meaning in clause 8. **Business Day** means a day other than a weekend or public holiday in Bathurst, NSW. Business hours are 9 am to 5 pm on Business Days, Sydney time.

Term means the term of the SOW as stated in it. **Conversion Fee**, **Restricted Period** and **Restricted Person** have the meanings in clause 10.2. **Early Exit Amount** means an amount the SOW states is payable if you end recurring services before the end of their minimum term. It must be a genuine pre-estimate of our loss from the early end, must give credit for costs we avoid, and must not exceed the fees for the unexpired part of the minimum term. **Advance Payment** has the meaning in clause 4.2. **Working Media** means advertising spend you pay directly to advertising platforms.

1. Contract formation and document priority

1.1 Supplier and customer

The SOW must identify each party's correct legal name and any relevant ABN or ACN. A different Loveridge entity supplies services only under an agreement expressly identifying that entity and its applicable terms. A person accepting for an entity confirms their authority to do so; that acceptance does not itself constitute a personal guarantee.

1.2 Acceptance and access to terms

Before acceptance, we will identify this version by its version number in the SOW and provide a link to it at its own address on our website, and a PDF copy with the SOW or on request, so that you can read and save it. By accepting the SOW you confirm that you could do so. An Agreement forms when authorised representatives sign the SOW, including electronically, or expressly accept it in writing; we will sign or countersign each SOW. Commencing a separately requested task, receiving an invoice or using a deliverable does not retrospectively incorporate terms that were not provided and agreed. An invoice records agreed charges and does not independently add terms.

1.3 Priority

An expressly agreed variation prevails over the provisions it identifies. Otherwise, the body of the SOW prevails over its appendices and schedules, which prevail over these terms, in each case only to the extent of an inconsistency. A schedule applies only to the relevant services. Customer purchase-order boilerplate and external policies do not change the Agreement unless both parties expressly accept them. Nothing overrides a right or obligation that cannot lawfully be excluded.

1.4 Version control and changes

The incorporated version remains fixed throughout the engagement, including an agreed continuation or renewal, unless both parties expressly accept another version. Website publication, notice of new terms, silence and continued use are not acceptance of a variation. Changes to scope, price, allocation, term or other obligations require written agreement by authorised representatives. Email or electronic approval is sufficient if it clearly identifies and accepts the change. Privacy notices explain information handling and do not unilaterally expand contractual rights.

2. Scope, delivery and approvals

2.1 Agreed services

The SOW records inclusions, exclusions, deliverables and formats, dependencies, milestones, approval contacts, fees, third-party costs, any service levels and the engagement's duration. Estimates depend on the assumptions disclosed with them. We will exercise due care and skill, use suitably qualified personnel and meet expressly agreed specifications.

2.2 Variations and additional work

Before additional work begins, we will describe the change, its price or agreed charging basis, any spending limit and its timing consequences. We will obtain your written approval, including for overages, urgent work, travel, expenses and after-hours charges. Silence is not approval. A general request for help is not authority for unlimited expenditure. A pre-agreed budget or standing approval permits work only within its recorded limits. Unapproved additional work is not chargeable.

2.3 Review and correction

You will review deliverables within the SOW's review period, or ten Business Days if none is specified, and identify any material departure from the agreed specifications with reasonable detail. We will correct our departures without an additional fee within a reasonable time. New preferences or instructions outside the agreed scope follow clause 2.2. Where the SOW provides that a deliverable is accepted if you do not respond within the review period, that acceptance operates for milestone, payment and capacity-allocation purposes only. Approval or acceptance does not waive latent defects, statutory rights or our responsibility for due care and skill.

2.4 Publication and third parties

We will obtain approval before publication, launch or material advertising expenditure, unless the SOW records a standing approval process. We may use suitably qualified subcontractors, including related entities in Australia or overseas, and remain responsible for their contracted work, confidentiality and security obligations. Material third-party licence conditions, costs and restrictions must be disclosed before approval of their use. We will take reasonable steps to manage platform dependencies and notify you of material interruptions.

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3. Customer cooperation and delays

3.1 Information and access

You will provide reasonably required information, lawful instructions, approved content, access and decisions by agreed dates. Each party will promptly identify a likely delay and cooperate on a revised schedule. You will maintain secure access to customer-owned systems and disclose relevant site hazards before an attendance. We retain responsibility for our own workplace safety obligations.

3.2 Delayed inputs

Where a missing customer input prevents scheduled work, we will identify the input and likely effect in writing and allow a reasonable opportunity to respond. We may then reschedule the affected work reasonably, taking account of other commitments, and any delivery target moves by at least the period of the delay. We will not impose an automatic restart, inactivity or idle-time fee. A delay-administration fee applies only where the SOW states it, with the notice, cap and justification stated there. Any proposed additional work or cost requires prior written approval under clause 2.2 and must not duplicate capacity or work already paid for. A delay does not extend a minimum term or committed period and does not cancel statutory remedies.

3.3 Customer materials

You must hold the permissions needed for materials and instructions you supply and for their agreed use. You must give us accurate information about your products, claims and offers, including requested substantiation. We remain responsible for our own work and must raise an apparent material legality or accuracy concern before publication. Approval alone does not transfer our professional responsibilities to you. The SOW records your warranty and indemnity for the materials you supply and the claims you approve.

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4. Fees, payment and recovery

4.1 Agreed pricing

Fees, GST treatment, invoice timing, payment dates, billing cycles and any deposit or setup fee are stated in the SOW. There is no automatic 28-day cycle, minimum package price, hourly rate, surcharge or fee increase beyond those stated in the SOW. Time-based billing uses the agreed increments and records work actually performed. We will provide reasonably sufficient invoice detail. GST is added where legally payable and the agreed price is expressed as excluding GST.

4.2 Payment methods and disputes

Recurring fees are payable by direct debit from a bank account or by a card authority, under a direct debit request or card authority that you give us or our payment provider before the services start and keep current, unless the SOW states another method. We debit the invoiced amount on the invoice due date, or on the cycle stated in the direct debit request, and we will give at least fourteen days' written notice of any change to the debit amount, date or frequency that does not follow from a variation you have approved. We will not debit a disputed amount while the dispute process in this clause is running, and we will not store card details ourselves. You may cancel the authority at any time by written notice to us and to your financial institution; cancelling it is not a breach, but the Advance Payment in the next paragraph then applies. Withdrawing an authority does not erase a valid debt.

If you do not give us a direct debit or card authority for recurring fees, or you cancel one, you must keep your account two months in advance instead: before the services start, or within fourteen days after the cancellation, you pay an Advance Payment equal to two months of the recurring fees, and you then pay each recurring invoice by its due date. The Advance Payment is held as unearned fees, does not earn interest, is applied to the last two months of the recurring services or, if they end earlier, to the reconciliation under clause 5.5, and any balance is refunded under that clause. It is not a security deposit or a penalty and is never forfeited. If you neither maintain an authority nor pay the Advance Payment when due, the Advance Payment is an overdue amount for clauses 4.3 and 5.3.

You may use lawful bank, card-provider and statutory dispute processes. Please notify us promptly of a disputed invoice, with reasons, before its due date, and pay the undisputed balance when due. A genuine dispute is not itself a breach. Amounts are otherwise payable in full without set-off, counterclaim or deduction; this does not remove any statutory right or legally available deduction. Neither party may recover the same amount twice.

4.3 Overdue amounts

For an undisputed overdue amount, we may give written notice allowing at least five Business Days to pay before proportionately suspending affected services under clause 5. Unless the SOW states a different rate, an undisputed amount unpaid fourteen days after its due date accrues simple interest from that day until paid at four percentage points per annum above the Reserve Bank of Australia cash rate target in effect on the first day of the calendar half-year (1 January or 1 July) in which the day of calculation falls, calculated daily. We may recover actual, reasonable external debt-recovery expenses properly incurred following notice, including debt collection agency fees and legal costs, to the extent legally recoverable; routine internal administration, punitive fees and duplicate court costs are excluded. Court-awarded interest and costs remain subject to the court's powers.

4.4 Third-party costs and price changes

Working Media, hosting, subscriptions, licences and expenses are payable only on the basis disclosed and approved in the SOW or a variation. Any markup must be disclosed. An agreed price-adjustment formula operates only within its stated limits. Other increases require agreement. A rejected increase does not alter the current price or create an early-exit charge. Failed-payment fees must be disclosed beforehand and must not exceed our reasonable actual cost of the failed payment. We do not surcharge card payments where a card scheme rule or law prohibits it (from 1 October 2026 this includes eftpos, Mastercard, Visa and American Express); any other lawful payment-method fee must be disclosed beforehand and reflect our reasonable actual cost of acceptance.

4.5 Credits and refunds

Refunds and credits required by law are preserved. Any unused prepayment is reconciled under clause 5. Retainer capacity expires only where the SOW clearly describes the capacity reserved and expressly provides for expiry; expiry cannot excuse our failure to deliver agreed services or charge twice for the same work.

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5. Duration, suspension and termination

5.1 Duration and convenience termination

The SOW must state the commencement date, whether the engagement is a project, fixed term or ongoing arrangement, any minimum commitment, renewal mechanism and convenience-termination notice. These terms impose no separate minimum term or automatic fixed-term renewal. Where the SOW states a minimum term, that minimum term is a committed period in reliance on which we reserve capacity, and the SOW states when termination may take effect and what remains payable. A project ends when the agreed work, handover and reconciliation are complete. Both parties must agree any additional term.

5.2 Material breach

Either party may terminate affected services for a material breach after written notice describing the breach and allowing ten Business Days to remedy it. If it cannot reasonably be remedied in that period, termination must not occur while an agreed reasonable remedy plan is being diligently performed. An irremediable material breach permits immediate termination by written notice. Non-payment of an undisputed amount more than thirty days after its due date is a material breach. These rights do not restrict a statutory cancellation right.

5.3 Proportionate suspension

We may suspend affected services for an undisputed overdue amount after clause 4.3 notice, or a material customer failure preventing lawful or safe delivery after notice and a reasonable opportunity to remedy. Immediate suspension is permitted only to the extent reasonably necessary to address a serious security threat, unlawful instruction or immediate safety risk. We will give reasons and notice beforehand where practicable, otherwise promptly afterwards; minimise disruption; and resume promptly once resolved. Suspension does not extend a minimum term or committed period, and reserved capacity stated in the SOW remains payable during suspension. Fees during suspension are otherwise limited to services supplied and unavoidable approved costs actually maintained, without double recovery.

5.4 Insolvency and extended interruption

Either party may terminate the affected SOW by written notice if the other party is unable to pay its debts as and when they become due and payable, or enters liquidation other than a solvent liquidation for reconstruction, has an administrator, receiver or controller appointed or, if an individual, becomes bankrupt or enters into a personal insolvency agreement or debt agreement under the Bankruptcy Act 1966 (Cth). A right under this clause that arises because a party is under administration, restructuring, receivership or a scheme of arrangement, or because of its financial position while in one of those processes, may be exercised only to the extent permitted by law, including sections 415D, 434J, 451E and 454N of the Corporations Act 2001 (Cth). Nothing in this clause limits termination for non-payment or another breach under clause 5.2. A mere allegation of insolvency or an application for winding up does not itself trigger this right. Clause 10.4 governs extended events beyond reasonable control.

5.5 Financial reconciliation

On termination, you must pay agreed fees for properly performed work, reserved capacity the SOW states remains payable, and approved, unavoidable third-party commitments incurred for the engagement, subject to any countervailing remedy arising from our breach or applicable law. We must take reasonable steps to cancel or mitigate commitments. If your breach or agreed early cancellation lawfully entitles us to compensation, it is limited to recoverable loss, with credit for avoided costs and amounts already paid, unless the SOW states an Early Exit Amount, in which case that amount applies instead. We cannot impose an undisclosed cancellation charge. No early-exit charge applies to your lawful termination for our breach or exercise of non-excludable rights. We will provide an itemised reconciliation and refund any balance of unearned prepayments within fourteen days after the amount is agreed or finally determined; undisputed refunds must not be delayed by unrelated disputes.

5.6 Handover and surviving rights

We will promptly return customer-owned accounts, credentials and materials and provide paid deliverables and any included export or handover information. We may withhold an unpaid deliverable only for an undisputed overdue charge specifically attributable to it, consistently with applicable law. We will not disable a customer-owned account, revoke an already earned licence or withhold unrelated paid work to secure a debt. Additional migration assistance requires agreement; ordinary return of your property is not subject to a surprise exit fee. Accrued rights and provisions intended to operate afterwards, including clauses 6, 7, 8, 9 and 10.2, survive.

6. Intellectual property and publicity

6.1 Ownership and assignment

Each party retains its pre-existing intellectual property. We own the intellectual property rights in a deliverable until the charges specifically attributable to it are paid; before payment you may use it only for review and for any publication we have expressly authorised in writing. Once those charges are paid, Loveridge assigns to you the intellectual property rights it owns in that Final Custom Deliverable. An unrelated unpaid invoice does not prevent the assignment. The SOW signed by or on behalf of Loveridge, including electronically under section 9 of the Electronic Transactions Act 2000 (NSW) or section 110A of the Corporations Act 2001 (Cth), is the writing signed on behalf of the assignor for section 196(3) of the Copyright Act 1968 (Cth) and an agreement under section 197 of that Act for copyright that comes into existence later. We will obtain necessary written rights from our employees and subcontractors and execute any confirmatory assignment reasonably required, without additional charge. Pending completion of assignment formalities after payment, you have an irrevocable, perpetual licence to use, reproduce, adapt and authorise others to use that deliverable for any lawful purpose. Moral rights are not assigned; we will obtain lawful consents reasonably needed for the agreed use and modification.

6.2 Background and third-party rights

We retain Background Materials and Raw Materials, and nothing in the Agreement assigns them. To the extent Background Materials are incorporated into or necessary to use a paid Final Custom Deliverable, we grant you a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to use, reproduce, maintain and modify them as part of that deliverable for its intended business purposes. You may permit your service providers to do so and transfer that licence with the relevant business or deliverable. It does not permit you to extract, resell, sublicense or commercialise our reusable tools separately from the deliverable. Third Party Materials remain subject to their disclosed licences. We will not introduce an undisclosed material restriction that defeats the agreed purpose.

6.3 Working and editable files

The SOW must identify included editable formats, source code, raw footage, photography originals, project files and handover requirements. Raw Materials and other materials not listed for delivery, unused concepts and internal working files remain with their owner. This does not withhold code or materials expressly required for an agreed maintainable website or other deliverable. Additional raw or working materials may be supplied under a separately agreed licence and price; no automatic release or retrieval fee applies.

6.4 Customer permissions and publicity

You give us permission to use your materials solely to perform and administer the services and to exercise any portfolio permission recorded in the SOW. Publicity, testimonials, logos, case studies, client names, results and portfolio use otherwise require your prior written approval. Approval does not permit disclosure of personal or Confidential Information beyond its scope. No attribution or website footer credit is compulsory unless expressly agreed.

7. Responsibility, indemnities and liability

7.1 Preserved rights and service standards

Nothing excludes, restricts or modifies a consumer guarantee, right or remedy under the Australian Consumer Law (including as applied by the Fair Trading Act 1987 (NSW)) or another law that cannot lawfully be excluded. Where the services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for a failure to comply with a consumer guarantee is limited, at our option, to supplying the services again or paying the cost of having them supplied again, as permitted by section 64A of the Australian Consumer Law, unless you establish that it is not fair or reasonable for us to rely on this limitation. All other limitations are subject to this clause.

7.2 Results and causation

Unless the SOW expressly promises an outcome, forecasts and targets are estimates, not guarantees of leads, sales, rankings or returns. This does not excuse failure to exercise due care and skill or meet agreed specifications. Each party is responsible to the extent its breach or negligence causes loss. External platforms, customer changes or third-party conduct do not excuse our own contribution or responsibility for subcontracted services.

7.3 Ordinary liability limit

Subject to clauses 7.1 and 7.4, each party's total aggregate liability arising from an affected SOW, in contract, tort, statute or otherwise, is limited to: for recurring services, the fees paid or payable for those services in a three-month reference period; or, for a fixed-scope project, the total agreed project fees. The reference period ends at the first event giving rise to a claim or, if earlier, when the affected services ended. If fewer than three months of services have been provided by that date, the limit is the first three months' agreed fees. Fees exclude GST and pass-through third-party expenditure. Related claims are treated together and cannot multiply the limit. A different limit must be expressly agreed in the SOW.

7.4 Exceptions and information-related claims

The ordinary limit does not apply to payment of agreed service fees, approved reimbursable expenses or an Early Exit Amount properly due under the Agreement, our right to recover fees that would have become payable during a minimum term stated in the SOW, the Conversion Fee under clause 10.2, either party's indemnity under clause 7.6 and the customer's indemnity for supplied materials and approved claims recorded in the SOW, fraud, wilful misconduct, or liability that cannot lawfully be limited. For liability arising from a party's breach of confidentiality, privacy, information-security or intellectual-property obligations, a separate aggregate limit applies: the affected recurring-service fees paid or payable in a twelve-month reference period ending on the date specified in clause 7.3, or twice the agreed fixed-project fees. If fewer than twelve months of recurring services have been provided, use twelve times the monthly equivalent of the contracted recurring rate. This replaces, and does not add to, the ordinary limit for those claims. Neither limit restricts the exceptions in the first sentence of this clause. The parties may agree different insurance-aligned limits in the SOW.

7.5 Excluded and recoverable loss

Subject to clause 7.1 and the exceptions in clause 7.4, neither party is liable to the other for any indirect or consequential loss, or for any loss of profit, revenue, business, goodwill, data, opportunity or anticipated savings, however arising, or for punitive damages. Reasonable, documented direct investigation, restoration, replacement and transition costs may be recoverable for a proven breach, subject to causation, remoteness, these limits, mitigation and no double recovery. The Conversion Fee under clause 10.2, and an Early Exit Amount stated in the SOW, are agreed sums and are not excluded by this clause.

7.6 Third-party claims about supplied materials and claims

Each party indemnifies the other for liability to a third party, and reasonable external defence costs, to the extent caused by: infringement of that third party's intellectual-property rights by materials the indemnifying party supplies for the agreed use; or a materially false or misleading statement about its own business, products or services that it supplies and expressly authorises for publication. The indemnity excludes loss caused by the other party's unauthorised modification, use outside the agreed purpose, breach or negligence and does not transfer responsibility for that party's own professional work or misleading conduct. The recipient must give prompt notice, reasonable assistance at the indemnifying party's expense and reasonable control of the defence. Delayed notice affects the indemnity only to the extent of resulting material prejudice. No settlement may admit the recipient's fault, impose non-monetary obligations or compromise its rights without its consent, not unreasonably withheld. These indemnities are subject to mitigation and no double recovery; they do not cover regulatory penalties that cannot lawfully be indemnified.

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8. Confidentiality, privacy and security

8.1 Protected information and permitted use

Confidential Information means non-public information disclosed or accessed in connection with the Agreement that is identified as confidential or reasonably should be understood as confidential, including trade secrets, non-public pricing, the fees and terms of a SOW, business plans, source materials, credentials, customer information and personal information. Each recipient must use it only to perform or receive the services or administer and enforce the Agreement, protect it with reasonable safeguards, and disclose it only to personnel and professional advisers who need it and are bound by appropriate duties. General skills, experience and publicly available information are not confidential merely because a person acquired them during an engagement.

8.2 Exceptions and duration

The duty does not cover information lawfully known without restriction, independently developed without use of protected information, lawfully received without restriction or public through no breach. Legally compelled disclosure is permitted to the necessary extent, with prior notice and reasonable assistance to seek protection where lawful. Confidentiality continues for five years after the engagement, and for trade secrets while they remain trade secrets; personal information remains subject to applicable law and the Agreement's information-handling duties.

8.3 Data use and AI

We may process customer data only as reasonably necessary for the agreed services, security, backups, billing and legal compliance. We will not use customer content, personal information or Confidential Information to train general-purpose or cross-client AI models, create datasets for sale, or enable third parties to do so without separate, specific written permission. AI-assisted service delivery must respect confidentiality, agreed processing restrictions and intellectual-property rights and receive appropriate human review. Material use affecting approved processing locations, providers or deliverable rights requires prior disclosure and agreement. Internal quality assurance does not authorise unrelated reuse or disclosure.

8.4 Privacy responsibilities and safeguards

Each party must comply with applicable privacy, direct-marketing and data-security laws, including the Privacy Act 1988 (Cth) and Australian Privacy Principles to the extent applicable, and the Spam Act 2003 (Cth) and Do Not Call Register Act 2006 (Cth) for commercial electronic messages and telemarketing it sends, makes or authorises. These contractual safeguards apply even where a statutory small-business exemption applies. You are responsible for lawful collection and disclosure of customer-supplied lists and information and for your own privacy policy; we are responsible for our processing and instructions to our providers. Both parties must use appropriate access controls, secure credential handling and reasonable technical and organisational measures. We will bind relevant subcontractors to equivalent obligations, disclose material overseas processing arrangements before use and obtain approval where required by law or agreed processing restrictions. Neither party may assume the other's statutory reporting obligations have been discharged.

8.5 Incidents, retention and return

A party discovering unauthorised access, loss or disclosure affecting the other's protected information must notify the other without undue delay, provide available material details and cooperate in containment, investigation, remediation and any legally required notifications. Information must not be retained longer than reasonably necessary. The SOW states active storage and handover arrangements; absent a stated period, our project-file retention is ninety days after completion or termination. We will give a reasonable export opportunity before deletion of customer materials. Required legal records and inaccessible routine backups may remain for their lawful retention cycle, protected and not used for other purposes. Each party remains responsible for its agreed backup tasks; delivery does not erase liability for an earlier breach.

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9. Dispute resolution

A party raising a dispute must give written details and the outcome sought. Authorised representatives will attempt resolution in good faith within fourteen days of that notice. Either may then refer the dispute to mediation administered by the Resolution Institute under its mediation rules, held in Bathurst, New South Wales, or online. Each party bears its own participation costs and half the mediator's fees unless otherwise agreed.

Either party may commence proceedings if mediation concludes unsuccessfully or thirty days pass after referral, whichever occurs first. This process does not prevent urgent protective relief, recovery of an undisputed overdue debt, action necessary to preserve a limitation period, a statutory complaint, protected disclosure or use of a lawful payment-dispute process. Undisputed obligations

continue where reasonably practicable. Neither party is required to waive truthful reviews or lawful complaints. Settlement discussions are confidential to the extent agreed or protected by law.

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10. General provisions

10.1 Governing law

The Agreement is governed by NSW law. The parties submit to the exclusive jurisdiction of the courts of NSW and Commonwealth courts with jurisdiction there, and courts competent to hear appeals. This does not remove access to a tribunal or forum that applicable law makes available despite a contractual jurisdiction clause.

10.2 Engagement of Loveridge personnel

10.2.1 Definitions. In these terms:

- **Annual Package** means: (a) for an employee, the annualised total remuneration agreed at the start of the Engagement, being base salary or wages, superannuation guarantee contributions, guaranteed allowances and any sign-on payment, but excluding discretionary bonuses, and for a casual employee calculated on the hours reasonably expected to be worked in the first twelve (12) months; and (b) for a contractor, the fees payable for the first twelve (12) months of the Engagement, or for the whole Engagement if it is agreed to last less than twelve (12) months, as estimated in good faith by you at its start and adjusted under clause 10.2.7(c).
- **Average Weekly Hours** means the weekly hours agreed for the Engagement or, where no weekly hours are agreed (for example a casual, project or fee-for-service Engagement), the total hours reasonably expected to be worked in the first twelve (12) months of the Engagement, or in the whole Engagement if shorter, divided by fifty-two (52).
- **Control** has the meaning given in section 50AA of the Corporations Act 2001 (Cth).
- **Conversion Fee** means, for each Restricted Person, the greater of: (a) twenty percent (20%) of the Annual Package; and (b) seven thousand five hundred Australian dollars ($7,500) or, where the Restricted Person's Average Weekly Hours are fewer than thirty-eight (38), that amount multiplied by the Average Weekly Hours and divided by thirty-eight (38), but not less than three thousand seven hundred and fifty Australian dollars ($3,750). The Conversion Fee excludes GST, which is added where applicable.
- **Customer Group** means you, each related body corporate of yours within the meaning of section 50 of the Corporations Act 2001 (Cth), each entity you Control, and each entity Controlled by a person who Controls you.
- **Engage** means to employ, or to engage as a contractor, consultant, secondee or labour-hire worker, whether directly or through a recruiter, labour-hire provider or a company, trust or other entity through which the individual provides services, and **Engagement** has a corresponding meaning.
- **Independent Provider** means an individual who, before their first involvement in the Services, carried on an independent business offering their services to the public generally, and any entity through which they do so.
- **Restricted Period** means the period starting when the Agreement is formed and ending twelve (12) months after the earlier of the end of the Term and the last day on which we performed

Services under the SOW.

- **Restricted Person** means an individual who, at any time during the Term, is employed or engaged by us, by a related body corporate of ours or by a subcontractor of ours, and who, within the twelve (12) months before the earlier of the first solicitation of, or contact with, the individual by or for a member of the Customer Group about a role or engagement and the start of the Engagement: (a) personally performed part of the Services, including under a superseded statement of work named in the SOW, and, in the case of an individual employed or engaged by a subcontractor, did so for at least ten (10) hours in total; (b) was your account manager or other regular point of contact for the Services; or (c) was introduced to you by us as part of the team performing the Services.

10.2.2 Our legitimate interests. We recruit, train and supervise the people who deliver the Services, give them access to our Background Materials, methods and knowledge of your account, and price the SOW on the basis that our team remains available for the Term. Replacing a team member costs us recruitment fees or equivalent internal time, onboarding and training, and a period of reduced delivery capacity. You acknowledge that this clause 10.2 is reasonably necessary to protect those interests and that it binds only you and not any Restricted Person, who remains free to accept any role.

10.2.3 Restriction. During the Restricted Period you must not, and must ensure that no other member of the Customer Group does, without our prior written consent: (a) solicit or induce a Restricted Person to leave us or to reduce the work they do for us; or (b) Engage a Restricted Person. You must not procure, direct, arrange or knowingly assist any other person to do anything you are prohibited from doing under this clause 10.2.3. A general advertisement not targeted at our personnel does not breach paragraph (a), but clause 10.2.5 applies to an Engagement that results from it.

10.2.4 Consent. You may ask for consent in writing. We will respond in writing within ten (10) Business Days and will not unreasonably withhold consent if you agree to pay the Conversion Fee and to a handover period, agreed with us, of up to four (4) weeks or, if shorter, the balance of the Restricted Person's notice period to us, before the Restricted Person starts with the Customer Group. If we do not respond within ten (10) Business Days after the request and a further five (5) Business Days after a written reminder from you, consent is taken to have been given on the terms that you pay the Conversion Fee and that the Restricted Person does not start with the Customer Group until four (4) weeks after the end of the reminder period or, if earlier, the end of their notice period to us.

10.2.5 Conversion Fee. If a member of the Customer Group Engages a Restricted Person during the Restricted Period, whether with consent under clause 10.2.4 or otherwise, you must pay us the Conversion Fee within thirty (30) days after the later of the start of the Engagement and our tax invoice. The Conversion Fee is payable once only for each Restricted Person, however many members of the Customer Group or statements of work are involved.

10.2.6 Nature of the Conversion Fee and other remedies. (a) Where consent is given or taken to be given under clause 10.2.4, the Conversion Fee is the agreed price of our release of the Customer Group from clause 10.2.3 for that Restricted Person and of the handover. (b) Otherwise, the Conversion Fee is agreed compensation for the Engagement. The parties agree that it is a genuine pre-estimate of the recruitment, onboarding and lost-capacity costs described in clause 10.2.2, is comparable to the fee a recruitment agency would charge us to replace the Restricted Person, and is proportionate to those interests. (c) Payment of the Conversion Fee satisfies all of our claims for money for the loss of the Restricted Person's services. It does not affect our right to seek an

injunction to restrain a threatened or continuing breach of clause 10.2.3, or to claim for a separate breach of the Agreement, including misuse of our Confidential Information or Background Materials.

10.2.7 Notification, evidence and adjustment. (a) You must notify us in writing within fourteen (14) days after a member of the Customer Group makes an offer to, or Engages, a Restricted Person, and must provide reasonable evidence of the Annual Package within fourteen (14) days after our request. (b) If you do not provide that evidence in time, we may calculate the Conversion Fee on our reasonable, good-faith estimate of the Annual Package, which applies unless you provide the evidence within thirty (30) days after our invoice. (c) For a contractor, the parties will compare the estimate with the fees actually paid or payable for the first twelve (12) months of the Engagement (or the whole Engagement, if shorter) and we will refund, or invoice, the difference within thirty (30) days after that comparison.

10.2.8 Exceptions. Clauses 10.2.3 and 10.2.5 do not apply to the Engagement of an individual: (a) whose employment or engagement with us ended more than twelve (12) months before the first contact between any member of the Customer Group and that individual about the Engagement; (b) who had been employed or engaged by, or had received a written offer from, a member of the Customer Group before their first involvement in the Services; (c) whose employment we ended on the ground of redundancy; (d) after we cease to carry on business or a liquidator is appointed to us; or (e) who is an Independent Provider, unless a member of the Customer Group Engages them to provide services of the kind they provided under the SOW.

10.2.9 Our reciprocal obligation. During the Restricted Period we must not solicit or induce an employee of yours with whom we dealt in performing the Services to leave your employment, but may employ a person who responds to a general advertisement.

10.2.10 Lawful operation and change in law. (a) This clause 10.2 applies only to the extent its inclusion, application and enforcement are lawful. (b) If a law that applies to the Agreement, including a law that commences after the Agreement is formed (for example a law that treats a no-poaching provision as a cartel provision under the Competition and Consumer Act 2010 (Cth)), prohibits or limits the making of, or giving effect to, any obligation in this clause 10.2, including the requirement for our consent in clauses 10.2.3 and 10.2.4, the notification and evidence obligations in clause 10.2.7, the reciprocal obligation in clause 10.2.9 and the Conversion Fee, then from the date that law applies: (i) each affected obligation is limited to the same extent and, if the law prohibits it, ceases to apply, assessed separately for each category of person (for example employees and contractors) and each kind of obligation that the law covers; (ii) no consent, notification or Conversion Fee is required for an Engagement to the extent that law allows the Customer Group to make it free of that obligation; (iii) an obligation the law does not cover continues to apply; and (iv) neither party will enforce or give effect to this clause 10.2 in a way that law prohibits. (c) If, after that date, you ask us for handover or transition services relating to an individual who joins the Customer Group, and that law permits a charge for them, we may charge for the services we actually provide as additional work approved under clause 2.2. (d) Rights that accrued before that date may be enforced only to the extent that law allows.

10.2.11 Confidential Information and protected conduct. Neither party may use the other's Confidential Information to identify or target personnel for recruitment, or knowingly induce or assist a breach of an existing, legally enforceable obligation owed to the other party concerning confidentiality, intellectual property, an unexpired notice period or a current commitment to perform services. Nothing in this clause 10.2 restricts lawful discussion of pay, seeking legal advice, union activity, protected disclosures, cooperation with a regulator or disclosure required by law.

10.2.12 Relationship with the SOW and survival. A SOW that contains a clause dealing with the engagement of Loveridge personnel applies that clause instead of this clause 10.2. Otherwise this clause 10.2 applies to the SOW. Each paragraph of this clause 10.2 is a separate obligation. This clause 10.2 survives the end of the Agreement.

10.3 Notices and authority

Notices go to the email or address stated in the SOW, or a replacement notified in writing. Email is received when capable of retrieval at the designated address, unless a failure notification is received; messages arriving outside Business Day business hours are treated as received at the next opening of business. Approval contacts and any spending authority must be recorded in writing. Routine project discussion does not enlarge that authority.

10.4 Events beyond reasonable control

A party prevented from performing by an event beyond its reasonable control must promptly notify the other, mitigate and resume promptly. Relief applies only to the affected obligations and does not excuse inadequate safeguards, an unrelated breach or an obligation to pay money. A party's own financial circumstances, and a downturn in its business, are not such events. If an event affecting us prevents us from supplying services, the fees for the services we cannot supply are reduced proportionately or, if you agree in writing, the affected capacity is carried forward. If an event affecting you prevents us from supplying services, fees remain payable for capacity we continue to hold available under the SOW, and we will reallocate or reschedule affected work where practicable. Either party may end affected services after sixty days of continuing material interruption, with reconciliation under clause 5 and no Early Exit Amount.

10.5 Transfers and other provisions

Neither party may assign or novate the Agreement without the other's prior written consent, not unreasonably withheld, except that we may assign or novate it to a related body corporate or to an acquirer of all or substantially all of our business on written notice to you, provided the assignee agrees in writing to be bound by the Agreement, the fees and other terms do not change because of the assignment, and your accrued rights are preserved. A subcontract does not transfer our responsibility. The parties are independent contractors; neither can bind the other. No delay in exercising a right waives it. An invalid provision is read down or severed to the extent legally permissible without rewriting the parties' essential bargain, and the remaining provisions continue. The Agreement records the agreed services and supersedes prior discussions about them, but does not exclude liability for misleading conduct or retrospectively replace another engagement. Counterparts and legally effective electronic signatures are permitted. Each party may obtain independent advice and retain a copy of the accepted Agreement.

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11. Website, hosting and maintenance services

11.1 Development and testing

The SOW identifies pages, functionality, content responsibilities, editable files, source-code access, integrations, accessibility requirements and supported browsers or devices. We will reasonably test against those specifications and provide an agreed review and launch process. We will correct

defects attributable to our failure to meet the agreed scope within the defect period stated in the SOW, or within a reasonable time if none is stated; statutory rights are unaffected by acceptance, launch or handover. New requirements, unsupported environments, third-party changes and problems caused by changes you or your providers make after handover are assessed under clause 2.2.

11.2 Maintenance and hosting

Maintenance exists only if included in the SOW, which specifies updates, monitoring, backups, restoration, edit allowances, response targets, security responsibilities, storage and bandwidth. No edit allocation expires by reference to BAS periods or an unstated annual deadline. Extra usage is not automatically chargeable: we will notify you of material approaching limits and seek approval of options and costs. An urgent protective restriction must comply with clause 5.3. A platform interruption does not excuse our own negligent configuration or failure to perform agreed monitoring or backups.

11.3 Control and migration

Customer-funded domains and customer-owned accounts must be registered or held for the customer, with appropriate administrative access. Shared-server root access need not be provided where it would expose others, but we will supply the agreed site export and information reasonably necessary for migration, subject to disclosed third-party restrictions. Ownership, licences and included source files follow clause 6; hosting termination does not create a right to retain all custom code or designs. You are responsible for post-handover changes you or your providers make, to the extent they cause a problem. We remain responsible for our own work and expressly agreed continuing support. Any additional migration assistance is quoted and approved beforehand.

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12. Marketing, production and consulting services

The SOW states the billing cycle, service allocation, media budget, reporting, review process, production arrangements and any expressly agreed expiry of unused capacity. There is no default six-month marketing commitment. A promise to deliver specified outputs remains distinct from reserving capacity; we cannot forfeit outputs merely because we did not complete them during a month.

Advertising, social media, analytics and CRM accounts remain in their customer's ownership where created for that customer; access should use delegated permissions where reasonably available. Platform charges are paid directly by you unless the SOW expressly authorises another arrangement. We must obtain approval before material spend increases and take reasonable steps to pause authorised campaigns when instructed, explaining unavoidable platform timing or costs. We do not guarantee external platform decisions, but remain responsible for our own compliance, instructions and agreed monitoring. Where the SOW states a Working Media minimum and you do not fund it, we are relieved of the affected paid-media deliverables to that extent and campaign results are not attributable to us; reserved capacity stated in the SOW remains payable.

Production dates, locations, permissions, releases, weather contingencies, rescheduling costs, music licences and delivery formats must be recorded where relevant. Raw Materials remain ours unless the SOW lists them for delivery. Additional production costs require prior approval. Both parties must substantiate claims they originate and comply with applicable advertising, privacy and direct-

marketing requirements. We will not fabricate testimonials or reviews, conceal paid endorsements, or use misleading review practices. Any targets or outcome guarantees must be express and consistent with clause 7.

13. Stadium signage services

The SOW must identify the venue, signage location and dimensions, display period, installation responsibilities, design and printing scope, approved artwork, venue approvals, removal obligations and relevant dates. Any venue guide or restrictions must be supplied before artwork approval. Where applicable, the guide may specify minimum white background coverage, restricted colours, viewing-distance legibility and print-ready resolution; those requirements do not apply to another venue without agreement.

Customer-supplied artwork may be accepted subject to disclosed technical and licensing requirements. We may require proportionate quality checks, with any fee agreed beforehand. The customer must hold the necessary rights in supplied artwork; any third-party IP claim is handled under clause 7.6. There is no automatic requirement that Loveridge be the exclusive designer or that the customer indemnify our own mistakes.

Installation timing, including any agreed installation window, must be clear in the SOW. We will notify you of delays, take reasonable mitigation steps and agree appropriate revised dates. Weather, access or manufacturing delays do not automatically remove rights to an extension, credit, refund or cancellation where the agreed display benefit is materially reduced or law requires a remedy. We remain responsible for contractors we engage and for our own installation obligations. Early termination and unavoidable printing or installation commitments are reconciled under clause 5, without double recovery.

14. Version history

Version	**Date**	**Change**
2026-09-30	30/09/2026	Replaces version 2026-09-23 after a statutory accuracy review. Clause 4.2 now requires a direct debit or card authority for recurring fees, with a two-month Advance Payment as the alternative, and fourteen days' notice of debit changes. Clause 4.4 reflects the surcharge ban on eftpos, Mastercard, Visa and American Express from 1 October 2026. Clause 1.2 provides for incorporation by version number and website address with a PDF supplied. Early Exit Amount defined as a genuine pre-estimate with credit for avoided costs. Clause 5.4 names the Corporations Act ipso facto stay provisions. Clause 6.1 records the signed SOW as the writing for section 196(3) of the Copyright Act. Clause 7.4 takes both parties' clause 7.6 indemnities outside the cap. Clause 8.4 adds the Do Not Call Register Act. Clause 10.2.6 records the pre-estimate basis of the Conversion Fee. Clause 10.2.10 extends the change-in-law switch to the consent, notification and evidence obligations. Interest reset wording clarified.
2026-09-23	23/09/2026	Replaces the 2026-09-17 review draft. Clause 10.2 rebuilt as a consent gate with a Conversion Fee (twenty percent (20%) of the Annual Package, floor $7,500 pro-rated for part-time roles, Term plus twelve (12) months), matching in

		substance clause 8 of the Loveridge SOW templates; a SOW personnel clause applies instead of clause 10.2. Default late-payment interest set at the RBA cash rate target plus four percentage points with a half-yearly reset. Section 64A wording aligned to the statutory onus. Events beyond reasonable control made mutual with a sixty-day termination trigger. Conversion Fee, early exit amounts and the customer indemnity carved out of the liability cap and exclusions. Loveridge ownership of deliverables until paid, and retention of Background Materials and Raw Materials, made explicit. Loveridge may assign to a related body corporate or acquirer on notice with the assignee bound. Deemed acceptance for milestone purposes recognised. Working Media shortfall relief and reserved-capacity language added.
2026-09-17	17/09/2026	Review draft. Not published.
2023-01-01	01/01/2023	Previous published terms. Continue to apply to Statements of Work that incorporate them.