Loveridge Digital General Terms of Service

Loveridge Digital Pty Ltd, ABN 90 661 147 717, 16 Bradwardine Road, Bathurst NSW 2795 Version 2026-11-15, published at loveridgedigital.com/general-terms-service/2026-11-15

These are the rules for every statement of work (SOW) we sign with you. This version applies only to SOWs and variations that name it. It differs from version 2026-11-10 only in clauses 1.9 and 3.7, which add our client dashboard.

0. The short version

If anything here differs from the clauses below or your SOW, they apply.

- **Paying (clause 5).** Invoices are due in 7 days. Recurring fees and approved Extra Work are paid by direct debit or card; without that authority, you pay 2 months' recurring fees in advance. Undisputed amounts over 14 days late carry interest (the RBA cash rate target plus 4 percentage points) and, 10 Business Days after a written reminder, recovery costs. After 5 Business Days' notice we may pause work for up to 1 month while undisputed core fees are overdue.
- **Scope (clause 3).** You get what your SOW lists, up to its caps. Anything else is Extra Work, quoted first and done only on your written yes, such as an email reply, or within any Pre-Approved Extras Budget your SOW sets. It costs the Rate Card in your SOW (by default $250 + GST a Unit; time-based work counts 1 Unit per 2 hours or part). Unused Units expire monthly unless we caused the shortfall.
- **Ending (clause 6).** You may cancel a new SOW by email within 10 Business Days after signing, paying only for work already done (clause 6.13). With a 3-month Minimum Term, notice received by the end of the First Review Gate (its last 2 weeks) ends recurring Services at the end of month 5, so the minimum is about 5 months' fees; later notice is 60 days, or 30 days once that end date and any Fixed Term have passed, taking effect at the end of the Monthly Service Period in which it expires. Without a Minimum Term, either of us may end on 30 days' notice. End by email; no reason is needed. An Early Exit Amount applies only if you cancel after the cooling-off period and before recurring Services start, or we end the SOW for fees over 30 days overdue, your insolvency or your repudiation. If you took a Term Discount for a Fixed Term and end before it finishes, you repay all or part of it unless clause 6.2 excuses you (such as for our breach), and when the Fixed Term ends your fee returns to the full rate unless you renew.
- **Our people (clause 9).** You may hire our employees who worked on your account, but must not target them while we work together or for 6 months after. If you employ one from signing until 12 months after we last work for you, you pay 20% of their First-Year Package, at least $7,500 + GST full-time (pro-rated, minimum $3,750 + GST) but never more than 35%, and half that if they start more than 6 months after we last work for you. The same applies to us.
- **Our work and AI (clauses 2.4, 7, 8 and 10).** You own paid Final Deliverables; we keep Loveridge Materials, Licensed Systems (which you may buy out) and Raw Materials. Do not use our materials, including with AI tools, to recreate our work or replace services we quoted. Using a concept we list with its fee, or an option you never let us deliver, within 12 months needs a licence at its Concept Use Fee. Neither of us puts the other's confidential or personal information into AI tools that may train on it; we use AI tools that learn from uploads only if you agree. Data we collect for you is used only for your work, except case studies (specific results need your approval) and campaign figures combined across clients so they identify no one, both of which you can switch off; our newsletters and ads reach your people only with their opt-in.
- **Results and liability (clause 11).** We take due care but promise no results. The Australian Consumer Law guarantees apply, but where clause 11.1 allows, our liability for failing one is limited to supplying the services again or paying the cost of that, unless that is not fair or reasonable. Liability is generally capped at the greater of 3 months' fees and the fixed fees (more for confidentiality, privacy, security and IP). Your cover for third-party claims about your own materials, claims or contact lists is capped at twice a year's fees.
- **Leaving and disputes (clauses 6 and 12).** Your accounts stay yours and handover is free. Disputes go to talks, then mediation or the NSW Small Business Commissioner.

1. How this Agreement works

1.1 The parties. The parties are Loveridge Digital Pty Ltd, ABN 90 661 147 717 (**we**, **us**) and the entity named as client in the SOW (**you**). No other Loveridge entity is bound unless named. We may check the entity on ABN Lookup or the ASIC register. Each individual who signs the SOW for you (a **signatory**) also signs it personally for this clause only and, in return for our entering into the SOW, promises us that you exist under the name and ABN or ACN the SOW states and that their signing binds you. If either promise is untrue, that signatory must pay us, within fourteen (14) days after our demand, what you would have owed us under the Agreement had it bound you. Signing is not otherwise a personal guarantee.

1.2 Trustees. If you sign as trustee, the SOW names the trust and you are bound personally and as trustee. You confirm you are the sole trustee (or all trustees), with power under the trust deed and a right of indemnity from the trust assets that you will not limit, and you will not retire unless your replacement first agrees in writing to be bound.

1.3 Which documents apply. The **Agreement** is the SOW plus the version of these General Terms (with Schedules A to D) it names. These terms cover only our own services and never serve as the terms for a third party's product, licence or sponsorship. If the documents conflict, a signed variation prevails, then the SOW, then these terms, and each Schedule applies only to its services. Within a SOW, a detailed provision prevails over its summary in the key terms, except that if they state different figures or dates for the same thing, the one more favourable to you applies; a summary that leaves something out does not differ. A SOW's shorter statement of one of these terms is not a conflict: the full clause still applies unless the SOW says it changes that clause. Proposals, quotes, plans, notes, invoices, purchase orders, privacy notices and either party's standard terms never form part of or change the Agreement, except an Extra Work quote approved under clause 3.7 and a schedule these terms say forms part of the Scope, though clauses 8 and 10 protect proposals. A SOW may change any default these terms set, such as a period, rate or format.

1.4 Which version applies. The version your SOW names applies for the SOW's whole life, including any continuation, whether or not our website still shows it. Each version has its own web page (this one is at loveridgedigital.com/general-terms-service/2026-11-15), and your SOW links to the version it names. You do not sign these terms separately: signing the SOW accepts them, and after signing we email you the signed SOW and a PDF of that version. If the PDF and web page differ, the PDF applies. A newer version applies to an existing SOW only if a variation of that SOW, or a new SOW that says it moves that SOW, names it; publication, notice, silence or continued use is never agreement.

1.5 Forming the Agreement. The Agreement forms when you sign the SOW (by our e-signing process or on paper with the General Terms PDF attached) and we countersign it or start the Services, whichever is first, and the **Effective Date** is that date. No email or conduct accepts an unsigned SOW, which lapses on its valid-until date. Starting work, invoicing or using a Deliverable adds no terms that were not supplied and agreed.

1.6 Electronic signing. We both consent to electronic signing and counterparts for the SOW, variations and documents under them, including for section 10 of the Electronic Transactions Act 1999 (Cth) and the copyright assignment in clause 7.2. A company may sign under section 127 of the Corporations Act 2001 (Cth), including electronically under section 110A.

1.7 Replacing an earlier SOW. A SOW replacing an earlier statement of work does so from the date it states, without affecting accrued fees, payments, credits, intellectual property or claims. Work in progress is not billed twice, and carried-over credit goes to your first invoice.

1.8 Two ways to change the work. Extra Work needs only a written yes under clause 3.7. Any other change, such as to fees for the existing Scope, caps, the Minimum Term, notice or these terms, needs a variation signed by both of us (electronically is fine). Approving a Deliverable, plan or Extra Work changes nothing else.

1.9 Reading these terms. "Including" is not limiting. Writing includes email, our project tool and our client dashboard. Amounts are in Australian dollars excluding GST unless stated, and words prevail over numerals. Capitalised terms are defined in bold in the clause that deals with them, or below:

- **AI tool**: software that generates, transforms or analyses content using machine learning, such as chat assistants, image, video and voice generators, and agents.
- **Business Day**: a day other than a weekend or public holiday in Bathurst NSW. **Business Hours** are 9 am to 5 pm Sydney time on a Business Day.
- **Client Materials**: material you supply or approve, such as logos, brand assets, copy, images, footage, product information, data, credentials and contact lists.
- **Final Deliverables**: final, approved Deliverables made specifically for you, excluding Loveridge Materials, Licensed Systems, Raw Materials and Third Party Materials. Content, designs, code and settings made specifically for you are part of a Final Deliverable, including the words of a strategy, plan, report or brand voice guide you pay for (which you may use and have any provider implement), your website's custom code, and workflows and settings built in your own accounts (but not prompts, system instructions, knowledge files or agent logic, or anything listed as a Licensed System). The reusable methods, frameworks, templates, components and prompts behind them are Loveridge Materials.
- **Licensed Systems**: AI systems, agents, automations, brand voice or content systems and similar operational tools we build or configure for you that the SOW, or an Extra Work quote you approve under clause 3.7, lists as licensed, not assigned. A **Buy-Out Price** is the price the SOW or that quote states for a perpetual licence to one.
- **Loveridge Materials**: our tools, templates, frameworks, methods, playbooks, prompts and prompt libraries, system instructions, AI agents and custom GPTs, automations and workflows, scoring models (other than any built or trained from Client Data; those built only from Aggregated Data are ours), code, reusable components, proposals, strategies and know-how, made before or during the engagement and whether or not intellectual property rights exist in them, including generic or reusable elements developed while providing the Services, but not content, designs, code, workflows or settings that the Final Deliverables definition includes, your Confidential Information, Client Materials or Client Data.
- **Monthly Retainer**: the main monthly fee for recurring Services, whatever the SOW calls it (including a package fee or Base Fee), excluding any Storage Fee, Working Media and third-party costs.
- **Performance Fee Schedule**: the part of a SOW setting any fee that depends on results. Its defined terms (such as Base Fee, Performance Fee, Tail Period and Buy-Out Amount) apply.
- **personal information** and **sensitive information**: as defined in the Privacy Act 1988 (Cth), whether or not that Act applies to either of us.
- **Raw Materials**: unedited footage, photo originals, project, working and source files, unused drafts and other intermediate material.
- **Services**: the work the SOW describes, plus approved Extra Work. **SOW**: a statement of work under these terms, with its schedules and signed variations.
- **Third Party Materials**: material others own, such as stock media, music, fonts, plugins, software and platforms.
- **Unpurchased Concept**: a concept you have not paid us to deliver that a proposal's concept summary or a SOW lists as protected, with its Concept Use Fee, or a creative or campaign option we present under a SOW for you to choose from that you do not approve for delivery, or approve but then end the SOW before we deliver it, other than for our breach or under a statutory right. It never includes recommendations, audit findings or facts about your own business, accounts or assets, which you may always act on.
- **Working Media**: advertising spend you pay directly to platforms.

2. Our Services

2.1 Standard. We provide the Services with due care and skill, through suitably qualified people, to the SOW's specifications.

2.2 Team and locations. We work through our employees, contractors, related companies and specialist suppliers, including white-label partners, who may be based and work anywhere in the world. Only people in the following countries, or another country the SOW lists or we add under clause 10.6, may access personal

information we handle for you: Argentina, Australia, Brazil, Canada, Israel, Japan, New Zealand, Pakistan, the Philippines, Singapore, South Africa, South Korea, Sri Lanka, Switzerland, the United Kingdom, the United States, Uruguay and the member states of the European Union. Holding a login that can show that information counts as access. Our cloud and AI tools store data in the countries our tool register lists on the Effective Date (available on request), and clause 10.6 applies before any other country is used. A SOW may limit these locations. Before anyone works on your Services, we bind them in writing to confidentiality, privacy and security terms at least as protective as these, to assign to us the copyright they create for you and to give the consents in clause 7.11, and we stay responsible for their work.

2.3 Contact. Contact us by email or phone in Business Hours. We respond within two (2) Business Days or give a reasonable estimate, and tell you of material team changes. A team member's leave moves no deadline unless we warned you.

2.4 Our use of AI tools. We use approved AI tools listed in our tool register, and a person reviews AI-assisted Deliverables before we deliver them (outputs you generate yourself with a Licensed System are not reviewed by us unless the SOW says so). We put your information only into AI tools on business terms that bar training on it, with one exception. If the SOW, or your written agreement given before or after you sign it (an email is enough), switches it on, we may use creative AI tools whose terms let their provider learn from what we enter or generate (**Training-Enabled Tools**, marked in our tool register), but only with material that: (a) you have already published, or have approved in writing for use in those tools; (b) is not Confidential Information, Client Data (clause 10.4) or Third Party Materials; and (c) contains no personal information, such as a name or an image, likeness or voice of an identifiable person. Your published logo and product photos that show no one are examples. Prompts we enter must meet the same limits, and we never use those tools for work about a product, offer or campaign you have not announced, or on a setting that makes what they generate public before you publish it. Their providers may keep rights to use what we enter and what the tools generate. You may switch this off at any time by written notice, effective five (5) Business Days after we receive it, which stops new use but cannot undo what a provider has already learned. We bear the risk of a provider's use of what we enter in those tools, and clauses 4.5 and 11.7 do not apply to that use. We train our own AI models only on Loveridge Materials (which never include your Confidential Information, Client Materials or Client Data) and Aggregated Data (clause 10.8), unless the SOW includes an AI training licence. On request we tell you the kinds of AI tools and key providers we use and where they process data. Signing the SOW accepts this use, so no case-by-case approval is needed other than any approval paragraph (a) requires.

2.5 Non-exclusive. We may work for others, including your competitors, subject to clause 10. Any exclusivity must be in the SOW.

2.6 Publication. We get your approval before publishing for you, launching or materially increasing ad spend, unless the standing approval in Schedule A applies.

2.7 Right to decline. We may decline anything we reasonably consider unlawful, misleading, infringing, against platform policy or unsafe, telling you why and suggesting an alternative where practicable. That is not a breach, and fees stay payable for other Services and reserved capacity.

3. Scope, changes and Extra Work

3.1 Scope. We do the work the SOW lists (the **Scope**), up to its quantities and caps, and deliver the outputs it lists (**Deliverables**). Anything else, including the relevant Schedule's default exclusions, is **Extra Work**, chargeable only once approved under clause 3.7.

3.2 Monthly Service Periods. For recurring Services, each **Monthly Service Period** runs from the Support Start Date or a monthly anniversary of it (or the month's last day if none matches) to the day before the next. Caps, Units, reports and Working Media are measured per period, and a part-month period is a full period. In a SOW for recurring Services, month three (3), month five (5) or any other numbered month is that Monthly Service Period, and the end of a month, or month end, is the end of a Monthly Service Period.

3.3 Units. A **Unit** is a standard block of delivery capacity, and the **Unit Pool** is the Units the SOW reserves for you each Monthly Service Period, allocated in the monthly plan. Work counts against the Unit Pool at the Unit values the SOW or the monthly plan gives it or, if none, at one (1) Unit for each two (2) hours, or part, of

the time we record for it in that period. We hold people and time for you that we cannot reassign at short notice, so the Monthly Retainer pays for that capacity whether or not you use it, Units do not roll over, and finishing an outcome with fewer Units creates no credit. Unused Units expire at each period's end, except to the extent we did not deliver activated work or caused the under-use, which we then deliver next period. In a period's last week you may move unused Units to other listed inclusions we can deliver in that period, and moved Units not used by its end expire unless we caused the delay. Each monthly report shows Units allocated, delivered and expired. **Overage** (Units beyond the pool) needs approval under clause 3.7 and is charged at the Rate Card.

3.4 Included meetings. Recurring Services include the meeting and account management time the SOW states, which covers routine email and phone contact and the monthly report (if the SOW states none, one planning meeting of up to thirty (30) minutes a month, routine contact and the monthly report). Workshops, strategy sessions, extra meetings, training, site visits and advice needing dedicated work are Extra Work.

3.5 Revision rounds. A revision round is one consolidated set of changes in one written message, and the SOW states how many are included. We may close a round once you have had a fair chance to consolidate scattered feedback. Extra rounds, new requirements, changes of direction after approval and new versions or formats are Extra Work.

3.6 Review and acceptance. When a Deliverable is ready we tell you in writing, stating the review deadline and the effect of not replying. You have five (5) Business Days to tell us in writing of anything not meeting the agreed specification, which we fix free (clause 11.11). If you approve or do not reply, it is accepted for payment, milestone and capacity purposes only: acceptance never waives a defect we caused or your Australian Consumer Law rights, or approves a new claim for publication. Later changes of mind are Extra Work.

3.7 Extra Work. Extra Work is approved when you request it, or accept our suggestion, in any written form; we confirm in writing its scope, price or rate, estimate, any budget cap and timing; and your authorised approver gives a written go-ahead (a one-line reply, or an approval click in our project tool or client dashboard, is enough). Work within a Pre-Approved Extras Budget is already approved. Silence, a general request for help, verbal agreement or a later invoice is not approval. We ask before exceeding an approved cap. Unapproved work is not chargeable and never duplicates capacity you have paid for.

3.8 Pre-Approved Extras Budget. If the SOW sets a **Pre-Approved Extras Budget**, you approve in advance Extra Work at the Rate Card, of the types it lists (any type, if it lists none), up to that amount: each Monthly Service Period for recurring Services, or in total for a one-off project. We tell you in writing of each item, its Units and timing, and start it only if you have not objected by 5 pm on the next Business Day; we report each item and ask before exceeding the budget. You may reduce or cancel the budget for later periods by email. Unused budget is not charged and does not roll over.

3.9 Rate Card. The **Rate Card** is the Unit rate the SOW states or, if it states none, two hundred and fifty dollars ($250) + GST a Unit; we do not charge hourly rates. Our written quote states the Units for any Extra Work. Work we value at the Rate Card without a quote counts one (1) Unit for each two (2) hours, or part, of the total time we record for that work. Either way, work outside Business Hours that you specifically request and approve takes twice the Units, and our quote shows them doubled. A Term Discount never applies to the Rate Card, which changes only under clause 5.9. Routine correspondence outside Business Hours is free, and work we choose to do outside Business Hours takes the normal Units.

3.10 Goodwill Work and reporting. Goodwill Work is work outside the Scope we choose to do free. It never changes the Scope or sets a precedent, and we may stop it at any time. The monthly report for recurring Services also shows Extra Work requested, approved and declined; Goodwill Work and its Rate Card value; anything missed or late; and inputs outstanding from you.

3.11 Scope review. If, in each of two (2) consecutive Monthly Service Periods, we deliver and invoice Overage or Extra Work you approved worth more than the SOW's threshold at the Rate Card, either of us may call a scope review within thirty (30) days after the second of them. We may also call one if our Goodwill Work exceeds that threshold in each of two (2) consecutive Monthly Service Periods. We meet within ten (10) Business Days and propose a revised Scope and fee. If no revised Scope is agreed within

thirty (30) days after the review is called: (a) we may stop Goodwill Work and decline further Overage; and (b) if the review was called because of Overage or Extra Work you approved, either of us may end the recurring Services by thirty (30) days' notice, even during a Fixed Term and with no Early Exit Amount. That notice must be given while no revised Scope is agreed, on or after the later of the end of those thirty (30) days and the earliest end date (clause 6.2), and no more than thirty (30) days after that later date, and takes effect at the end of the Monthly Service Period in which it expires.

3.12 Missed Deliverables. If we miss a listed Deliverable for a reason within our control, we deliver it within ten (10) Business Days of your written notice or, if we cannot, credit its share of the fee on your next invoice (for a Unit Pool, its Units multiplied by the Monthly Retainer divided by the Unit Pool; otherwise the price the SOW gives it or, if none, a fair proportion of that period's fee). Your rights for material breach and under the Australian Consumer Law (clause 11.1) still apply.

4. What you do

4.1 Inputs. You give us on time the information, Client Materials, substantiation, licences, approvals, decisions and access the Services need, including those the SOW lists, and answer our requests within two (2) Business Days (reviews follow clause 3.6). Each of us warns the other promptly of likely delays. Where we attend your premises or a location you arrange, you provide safe access, disclose known hazards and obtain any needed consents, and we stay responsible for our own safety obligations.

4.2 Access and approvers. Share credentials only by password manager or delegated access, keep your own copies of Client Materials (we are not your backup) and keep a current payment method on your platform accounts. Only written approvals from the approvers the SOW names bind you; tell us in writing if they change. You may add approvers by email from an existing approver. Routine project discussion widens no one's authority.

4.3 Delays. If something from you is late, we tell you in writing what is missing and its likely effect and give you a fair chance to provide it. We may then reschedule around other commitments, and targets move by at least the delay. A delay does not extend a Minimum Term, refund reserved capacity or affect your legal rights. We charge no delay, idle-time or restart fee; Extra Work your delay causes is charged only if approved under clause 3.7.

4.4 Stalled work. If work is paused for more than thirty (30) days for missing inputs, then after ten (10) Business Days' written notice we may invoice a fair share of a project's fixed fees for work done (credited against the Balance) or, for recurring Services, re-plan capacity while fees continue. After sixty (60) days either of us may end the affected project, with payment for work done under clause 6.7. Delay never counts as approval to publish.

4.5 Your materials and claims. You promise that you own or may use the Client Materials (including any made with AI) for our agreed use without infringing anyone's rights, and that every claim you make or approve about your products, prices, results, qualifications or licences is accurate, current and substantiated, with substantiation supplied on request before publication. Before we prepare material, you tell us in writing of any law or code regulating your advertising (such as licence-number rules or limits on advertising health services), and you must comply with it. Each of us substantiates the claims it originates. We stay responsible for our own work and flag apparent legal or accuracy concerns before publication, and your approval does not shift that responsibility.

4.6 Reviews and endorsements. Reviews and endorsements must be genuine and from real customers, never fabricated, gated or incentivised without disclosure. Paid, gifted or incentivised content carries a clear upfront disclosure (such as "Ad"), consistent with the Australian Consumer Law and the AANA Code of Ethics, which you must not ask anyone to omit.

4.7 Email and SMS marketing. You promise that every address or number you give us for commercial electronic messages has consented to them as the Spam Act 2003 (Cth) requires, that you hold the records and will supply them within two (2) Business Days of a request, and that you may lawfully share the list with us and the sending platform. Our messages accurately identify you as the business authorising them, say how to contact you and have a working unsubscribe. We action unsubscribes received through our platform within five (5) Business Days, and those you forward to us (within one (1) Business Day of receiving them)

within two (2) Business Days. We may pause sends where consent is doubtful, and never use harvested lists.

5. Fees and payment

5.1 Invoices. Deposits and setup fees are invoiced on the Effective Date, recurring fees monthly in advance, Extra Work, Overage and approved expenses monthly in arrears with records, and Performance Fee Schedule amounts as it states. Invoices are itemised and due within seven (7) days. **Fixed fees** are any setup, project, package or other one-off fee. A **Storage Fee**, if included, pays for storing and managing project files, Client Materials and Raw Materials from your project during the SOW and the clause 7.9 retention period.

5.2 Direct debit, card, Advance Payment and prepayment. Recurring fees, approved Extra Work and Overage, and Performance Fee Schedule amounts are paid under a direct debit or card authority you give before recurring Services or approved Extra Work start and keep current. We debit on the due date, give fourteen (14) days' notice of any change in amount, date or frequency that you did not agree (Performance Fee Schedule amounts need no notice but are debited at least five (5) Business Days after invoice), and never debit disputed amounts or unapproved Extra Work or store card details. You may cancel the authority without breach, but must then pay, within fourteen (14) days (or before Services start if you never gave one), an **Advance Payment** of two (2) months' recurring fees, held as unearned fees without interest, applied to your last two (2) months or the final reconciliation, and never forfeited. If the SOW offers annual prepayment, the discount it states applies only to the eligible base fees it lists, and if the recurring Services end before the prepaid period does, we refund the prepayment less the undiscounted fees for the months delivered (or the discounted fees, if we ended the Services by notice or you ended them for our breach).

5.3 Deposits and Booking Fees. Work is scheduled only once any deposit is paid. If the SOW makes part of it a **Booking Fee** (usually fifteen per cent (15%) of the fixed fees), it is earned when we confirm in writing the first day of your delivery window or your first shoot day (the **Booked Date**), as the price of reserving that time and declining other work. If you end (other than under clause 6.13) more than thirty (30) days before the Booked Date (or, if it moved later at your request or through your delay, the earliest Booked Date we confirmed), the Booking Fee is not kept: we keep only what clause 6.7 allows for work done and approved costs. If you end later but before work starts, we keep the greater of the Booking Fee and that amount. Either way we refund the rest within fourteen (14) days, and we refund the Booking Fee in full if the SOW ends for our breach, a weather long-stop (Schedule B) or our early ending other than for stalled work or your breach or insolvency. The **Balance** is the fixed fees less the deposit.

5.4 Disputes and set-off. To withhold part of an invoice, tell us in writing why before it is due and pay the rest on time. A dispute notice must identify the charges and the amount you say is wrong, with reasons; the rest is undisputed, and the notice starts the process in clause 12.1. An amount you owe us is undisputed unless a dispute notice for it, given in good faith, reached us before it was due. A genuine dispute is not a breach: while it is disputed, we will not debit or suspend Services over the disputed part, and interest on it is payable only as the next sentence says. A disputed amount becomes undisputed when we agree it or it is found payable under clause 12; it is then due within seven (7) days and, even if paid by then, bears interest at the clause 5.5 rate from its original due date until paid. You may raise errors at any time, and we refund overcharges within fourteen (14) days of finding them. Neither of us may set off amounts except as the law allows or the other agrees in writing. Lawful bank, card and statutory dispute processes remain available, and nothing is recovered twice. If a payment is reversed, dishonoured or charged back, other than because of our error or for an amount you disputed under this clause, it is treated as not made, so the amount is unpaid from its original due date, and you repay any fee our bank or card provider charges us for it, at cost.

5.5 Interest. An undisputed amount still unpaid fourteen (14) days after its due date bears simple daily interest from that due date until paid at four (4) percentage points a year above the Reserve Bank of Australia cash rate target in effect on the latest 1 January or 1 July. The same applies to undisputed refunds we pay late.

5.6 Pausing work. If an undisputed amount is overdue, we may give written notice allowing at least five (5) Business Days to pay, then pause all Services if a core fee (deposit, Balance, setup fee or Monthly Retainer)

is unpaid, or otherwise only the affected Services. A pause lasts at most one (1) month, after which we must resume or end the SOW under clause 6.8. We never disable your accounts or withhold your credentials to secure a debt. A pause does not extend a Minimum Term, and the Monthly Retainer stays payable because your capacity stays reserved. We may also pause immediately, only as far as necessary, for a serious security threat, unlawful instruction or safety risk, telling you why promptly.

5.7 Recovery costs. If an undisputed amount is still unpaid ten (10) Business Days after our written reminder, you also pay our reasonable, itemised external recovery costs actually incurred (such as collection agency and legal costs), never our staff time or costs a court has dealt with. The same applies to an undisputed refund we owe you.

5.8 Billing look-back. Fees accrue whether or not invoiced, and we may invoice missed fees up to twenty-four (24) months after they would have fallen due if invoiced on time, with interest under clause 5.5 counted only from the due date of that invoice.

5.9 Price changes. Fees change only as the SOW states, and fixed fees do not change for the listed Scope. If the SOW allows CPI adjustment, once a year on the anniversary of the Support Start Date, on thirty (30) days' written notice showing the calculation, we may raise recurring fees and the Rate Card by no more than the percentage change in the Australian Bureau of Statistics monthly All Groups Consumer Price Index (weighted average of eight capital cities), or its replacement, over the twelve (12) months to the latest month published before our notice, and a fall changes nothing. You may end the recurring Services by notice given within fourteen (14) days after ours, effective the day before the increase, with no Early Exit Amount. Other increases need your written agreement. Your fees are negotiated for this SOW, not a standing rate. A discount, waiver or Goodwill Work applies only to the invoice or period it is given for, unless a signed variation says otherwise, and sets no precedent.

5.10 Third-party costs and payment fees. Third-party costs (such as software, stock media, music, permits, Talent fees, props and location hire) are charged at cost, net of input tax credits, unless the SOW states a handling fee, and need approval under clause 3.7 unless the SOW includes them. You pay Working Media directly to platforms, and we never hold or mark it up. We disclose referral benefits from providers we recommend, never surcharge where card scheme rules or the law prohibit it, and disclose any other payment fee beforehand, limited to our reasonable cost.

5.11 Travel. Travel within a fifteen (15) kilometre round trip of our Bathurst or Wollongong office, whichever is nearer, is included. Further travel approved under clause 3.7 (email or SMS is enough) is charged at the travel fee the SOW states or, if none, for the extra distance at the Commissioner of Taxation's car cents per kilometre rate for the income year, + GST, and in either case, for any round trip over two (2) hours, travel time of one (1) Unit per person for each four (4) hours or part of the round trip. Accommodation and other expenses also need approval.

5.12 GST and refunds. The recipient of a taxable supply pays GST with the price on receiving a tax invoice, reimbursements are net of input tax credits, and adjustment notes cover adjustment events and Performance Fee Schedule true-ups. Refunds and credits the law requires are always given. Referral credits apply only if the SOW includes them, on the terms it states.

6. Term, ending and handover

6.1 Start dates. The **Term** runs from the Effective Date until the SOW ends. **Setup** is the initial work a **Setup Fee** pays for, and the **Support Start Date** is when recurring Services and the Monthly Retainer start. Where the SOW makes the Support Start Date depend on completing Setup, Setup begins once we have the Setup Fee and the inputs the SOW lists, and the Support Start Date is the Business Day after the SOW's completion trigger, as we record in writing. If Setup is incomplete forty-five (45) days after the Setup Fee is paid because a listed input is missing, and it is still missing ten (10) Business Days after we tell you in writing, the Support Start Date is the next Business Day, and we finish Setup within the Setup Fee once you supply it. Otherwise the Support Start Date is the date the SOW states, whether or not Setup is complete, but it moves later by any delay to Setup that we cause.

6.2 Minimum Term and notice. These terms impose no minimum term or renewal of their own. A **Minimum Term** stated in the SOW (usually three (3) months from the Support Start Date) is a committed period: we

reserve capacity in reliance on it and price the Monthly Retainer accordingly. The **First Review Gate** is its last two (2) weeks, when we hold a joint review. Neither of us may end recurring Services for convenience before the First Review Gate, although the other exits in these terms still apply. From then, either of us may end them by written notice. A notice given before the First Review Gate takes effect as if given on its first day, and any notice received by the end of the First Review Gate ends the recurring Services at the end of the second Monthly Service Period after the Minimum Term (month five (5) for a three (3) month Minimum Term), the **earliest end date**. A notice may name a later end date at the end of a Monthly Service Period, which then applies. A later notice needs sixty (60) days if given on or before the earliest end date or during any longer **Fixed Term** the SOW states (a period during which sixty (60) days' notice applies; it does not stop either of us giving notice), and thirty (30) days otherwise, and takes effect at the end of the Monthly Service Period in which it expires. A Fixed Term runs from the start of the recurring Services (the Support Start Date, where there is Setup) for the period the SOW states, and an end date the SOW gives as a target moves with that start. Services and fees continue until the end takes effect, with no Early Exit Amount. Recurring Services without a Minimum Term end on thirty (30) days' notice by either of us, taking effect at the end of the Monthly Service Period in which it expires, and any Setup Fee is then earned only for Setup work done, measured as clause 6.5(b) does. If the SOW gives a **Term Discount** for a Fixed Term, it applies only until the Fixed Term ends, and the Monthly Retainer then returns to the undiscounted fee the SOW states (as adjusted under clause 5.9) unless we agree a new Fixed Term. At least ninety (90) days before a Fixed Term ends, we tell you in writing the fee that will then apply and the last date for a notice ending the recurring Services when it ends. If we tell you later, a notice you give before it ends takes effect when it ends or thirty (30) days after we receive it, whichever is later. If the recurring Services end before the Fixed Term does because you gave notice, we ended the SOW for your breach or insolvency or we accepted your repudiation, you repay the Term Discount you received or, if the Services end after at least six (6) months of a twelve (12) month Fixed Term, only the amount by which the Term Discount in each month exceeded five per cent (5%) of that month's undiscounted Monthly Retainer, invoiced with the final reconciliation. You never repay it for an ending under clause 3.11, 5.9, 6.6, 6.10, 6.13 or 12.4, for our breach or insolvency, or by our notice under this clause. If the SOW sets **Stages**, the next starts on its stated terms unless we sign a variation extending the current one, which does not move the First Review Gate.

6.3 Continuation. Recurring Services have no expiry date and continue until ended by notice. If we keep working with your agreement after a SOW's stated end date, it continues month to month on the same terms until either of us gives thirty (30) days' written notice. Continuing waives nothing.

6.4 How to end. Email notice to our notices address in the SOW. No reason is needed, and within two (2) Business Days we confirm in writing the end date and final amount. We also give you any notice the law requires for recurring services. Selling, closing or restructuring your business does not end a Minimum Term, but we will not unreasonably refuse to transfer the SOW to a buyer who agrees in writing to be bound.

6.5 Early Exit Amount. This applies only if the SOW states a Minimum Term and an **Early Exit Amount**. Why: a cancellation before work starts, your non-payment or insolvency, or your repudiation cuts short a commitment we reserved capacity for, losing income we cannot quickly replace; the Early Exit Amount is our agreed estimate of that loss after costs we save.

(a) It is payable only if you cancel before the Support Start Date (other than under clause 6.13), or we end the SOW because an undisputed core fee is over thirty (30) days overdue (clause 6.8) or for your insolvency (clause 6.9, as far as the law allows), or we accept your repudiation.

(b) For cancellation before the Support Start Date, it is seventy-five per cent (75%) of the Monthly Retainer for each of the first three (3) months of the Minimum Term. The Setup Fee is earned as Setup work is done: on such a cancellation you pay a fair share of it for Setup work done, by reference to the SOW's Setup inclusions or, if it lists none, at Rate Card value for the work done, never above the Setup Fee, and we refund the rest with the final reconciliation.

(c) In the other cases, it is seventy-five per cent (75%) of each Monthly Retainer that would have fallen due after the end, up to the earliest date you could have ended by notice at the First Review Gate (the end of month five (5) for a three (3) month Minimum Term).

(d) It excludes any Storage Fee, Working Media and the Monthly Retainer for the period in which the end takes effect (which stays payable), and is never based on expected Performance Fees. The twenty-five per cent (25%) reduction allows for costs we save, and we credit (the **resale credit**) fees from new clients or projects we take on because your ending freed the people and time we had reserved for you, up to that month's amount; clause 11.10 does not reduce it further.

(e) It is invoiced on or after the end date and due within fourteen (14) days, and the ending does not depend on payment. It is our only claim for Monthly Retainers in the months it covers. If you repudiate, or we end for your breach, after the date in paragraph (c), our claim for later fees is limited to the notice period you could have given, less savings. If a court holds the Early Exit Amount unenforceable, we may recover our actual loss under the general law, up to that amount.

6.6 Our exit before the First Review Gate. Before then we may end recurring Services only for your breach or insolvency or, where the reason is not your breach, on thirty (30) days' written notice with reasons if continuing would risk our people's health or safety or require unlawful conduct. In that last case you owe no Early Exit Amount or remaining minimum fees, and we pro-rate the Monthly Retainer and refund prepaid fees within fourteen (14) days.

6.7 Projects. A project ends when the work, handover, any defect period and final reconciliation are complete. Either of us may end it early on ten (10) Business Days' written notice. You then pay a fair share of the fixed fees for work done, by reference to the SOW's stage values or delivery steps or, if it lists none, at Rate Card value for the work done, never above the fixed fees, plus non-cancellable approved third-party commitments, less amounts paid and not below any Booking Fee earned under clause 5.3 (unless that clause requires us to refund it). On payment we hand over work in progress as it stands, without warranty, with no charge for unperformed work and any excess refunded within fourteen (14) days.

6.8 Breach. Either of us may end the SOW, or affected Services, by written notice if the other commits a material breach that cannot be fixed, or fails to fix one within ten (10) Business Days after written notice describing it (unless an agreed, reasonable remedy plan is being diligently followed for a breach that cannot be fixed in that time). Paying each undisputed core fee (deposit, Balance, Setup Fee or Monthly Retainer) within thirty (30) days after its due date is an essential term. Non-payment of an undisputed amount over thirty (30) days overdue is a material breach, as is abusive, threatening, harassing or discriminatory conduct towards the other's people, or a demand that we act unlawfully, which cannot be fixed if repeated after notice. If you end for our breach, no further minimum fees are payable and prepaid fees for undelivered Services are refunded. Statutory cancellation rights are unaffected.

6.9 Insolvency. Either of us may end the SOW by written notice if the other cannot pay its debts as they fall due, enters liquidation (other than a solvent reconstruction), has an administrator, receiver or controller appointed, or becomes bankrupt or enters a personal insolvency or debt agreement, but only as far as the law allows (including any statutory stay on enforcing termination rights). An allegation or winding-up application alone is not enough.

6.10 Events beyond control. Neither of us is liable for failing to perform, other than to pay money, to the extent an event beyond its reasonable control causes it, if it tells the other promptly, limits the effect and resumes when it can; finances, a downturn, inadequate safeguards and your inability or unwillingness to use the Services do not count. Fees for Services stopped by an event affecting us reduce proportionately (or carry forward if you agree), and if an event affecting you stops them, fees continue for capacity we keep available and we reschedule where practicable. After sixty (60) consecutive days stopping a substantial part of the Services, either of us may end them with no Early Exit Amount.

6.11 Final reconciliation. On ending, you pay for Services and Extra Work to the end date, non-cancellable approved third-party commitments (which we take reasonable steps to reduce), any Early Exit Amount and any Term Discount repayment (clause 6.2). We send an itemised reconciliation within fourteen (14) days and refund any undisputed amount, including unearned prepayments and any Advance Payment balance, within fourteen (14) days after it, regardless of unrelated disputes. No undisclosed exit charge applies, and none applies if you end for our breach or under a statutory right.

6.12 Accounts and the register. Accounts we set up for you are in your name and owned by you, with our

access delegated where possible. We hold an account or asset in our name (such as a domain or Business Profile) only with your consent, recorded in the register with a transfer date, and transfer it on request, requiring payment only of its own third-party costs. Our **Account and Asset Register** lists every account, asset, licence, tool, AI workspace role and access we hold or set up for you (including content in our tools), its owner, our role, who holds multi-factor authentication and renewal dates. We update it as things change, give you a copy on request and at the end, and release any role in your workspaces at the end.

6.13 Cooling-off. You may cancel a new SOW by email to our notices address within ten (10) Business Days after the Effective Date, and it ends when we receive your email. You then pay only for work done by then: a fair share of any fixed fee other than a Setup Fee for the work done on it (measured as clause 6.7 does), Setup and all other work at Rate Card value (Setup never above the Setup Fee, and other recurring work never above the Monthly Retainer pro-rated to the days of recurring Services provided), and approved third-party costs that cannot be cancelled. No Early Exit Amount, Booking Fee, Term Discount repayment or other minimum fee is payable, and we refund the rest of what you paid within fourteen (14) days. You may use a Deliverable from that work only once you have paid that invoice, and clauses 7, 8 and 10 still protect our materials and ideas. This clause does not apply to a variation. If the SOW renews, replaces or extends an earlier statement of work or other agreement with us, cancelling it under this clause only undoes that change, and the earlier agreement continues as if the SOW had not been signed. This clause adds to any statutory cancellation right.

6.14 Handover Package. Within ten (10) Business Days after a SOW ends we pause or hand over campaigns as you instruct, give you the final report, deliver paid Final Deliverables in the Included Formats, export your content and data (your Client Materials, paid Final Deliverables and campaign and customer data, but not Raw Materials, Loveridge Materials or Licensed Systems) from our tools, transfer administrator rights or remove our access as you instruct, and give you the final register, free (the **Handover Package**). Further transition help, including retrieving assets from earlier providers, is Extra Work. We may withhold a specific unpaid Final Deliverable while an undisputed overdue amount for it remains, but never disable your accounts, withhold your credentials or Client Materials, revoke an earned licence or hold back unrelated paid work.

6.15 Survival. Accrued rights and amounts owed survive the end of a SOW, as do clauses 1.1, 2.4, 5, 6.5, 6.11 to 6.15 and 7 to 12, and Performance Fee Schedule provisions stated to survive (such as reporting, audit, Tail Period, Buy-Out Amount and expert determination) for their stated periods.

7. Ownership and licences

7.1 Ownership until paid. Each of us keeps the intellectual property it owned before the Agreement. We own each Deliverable until the fees attributable to it are paid (those the SOW or an approval states for it or, if none, the fixed fees or the recurring fee for the period it is first delivered in, plus related Extra Work). Until then you may use it only for review and any publication we authorise in writing. If an undisputed amount attributable to it is over thirty (30) days overdue, we may withdraw that authority in writing: you must then stop using it in paid advertising and make no new use until you pay, but need not remove published organic posts.

7.2 Assignment on payment. On payment of those fees we assign you our intellectual property rights in the Final Deliverable, regardless of any unrelated unpaid invoice. The SOW signed by us (including electronically under clause 1.6) is our signed writing under section 196(3) of the Copyright Act 1968 (Cth) and, for copyright that comes into existence after you have paid, an agreement under section 197. If you ask, we confirm the assignment in a signed email listing the Final Deliverables, and we obtain our people's assignments and sign any other confirming document you reasonably request, free. Until formalities are complete you have an exclusive, irrevocable, perpetual licence to use, copy, adapt and let others use the Final Deliverable for any lawful purpose.

7.3 AI-generated material. In Australia copyright depends on human authorship, so it may not exist in some AI-generated parts of a Deliverable. We assign the rights we have and do not promise copyright in every part.

7.4 Loveridge Materials and your licence. We keep all rights in Loveridge Materials. Where they are built

into a Final Deliverable you have paid for, you have a non-exclusive, perpetual, worldwide, royalty-free licence to use, copy, maintain and modify them as part of that Final Deliverable for your own business. Your other providers may exercise it for you on the same limits once you tell them clause 8 applies, and you are responsible for them. It moves with the Final Deliverable if you sell your business, but does not let you extract Loveridge Materials, reuse them elsewhere, analyse them to recreate them or do anything clause 8 prohibits, except where section 47H of the Copyright Act 1968 (Cth) prevents this limit. An AI system or agent we build for you that is not listed as a Licensed System (clause 7.5) is covered by this licence once paid; workflows and settings in your own accounts are part of the Final Deliverable.

7.5 Licensed Systems. The SOW, or an Extra Work quote you approve under clause 3.7, lists any Licensed Systems, typically the AI engine we run for you (custom GPTs, agents, prompt chains, system instructions and automations in our tools), which we license for the Term and do not assign. A system listed as a Licensed System stays one wherever it runs, including in your own AI or software workspace. Your content, data, human-readable brand voice guide and configurations inside platforms you own are Final Deliverables you own once paid; configurations inside platforms you own means settings and workflows such as CRM pipelines, ad account settings and website code, not prompts, system instructions, knowledge files or agent logic. Each Buy-Out Price reduces monthly by the amount the SOW or quote states to a stated floor, and paying it at any time during the Term or within thirty (30) days after gives you a perpetual licence to use the system for your own business (including through providers, on the clause 7.4 limits). When the Buy-Out Price is paid, or the licence becomes free, we transfer the system's prompts, instructions, workflows and settings to your accounts within ten (10) Business Days; they remain Loveridge Materials, which you may use, copy, maintain and modify as part of that system for your own business, on the other clause 7.4 limits. When the Services end you keep your Client Materials, data and the system's outputs; within ten (10) Business Days we give you, free, an editable export of your data and of the content the system uses that we prepared for you (such as your brand voice guide, product facts and approved examples); and the system stays available for thirty (30) days while you move. If we end the Services by notice under clause 6.2, or you end them for our breach, the perpetual licence is free. Third-party AI and platform usage above the included level the SOW or quote states is a third-party cost under clause 5.10. A system already assigned to you under an earlier SOW stays yours. Why: Licensed Systems run on methods and prompts we keep developing for many clients, so a setup fee pays for configuring one for you, not for owning it.

7.6 Raw Materials. We keep Raw Materials and deliver them only if the SOW lists them or we agree a separate fee and licence, and we never reuse Raw Materials from your project for another client or in a stock library. We may keep them for archiving, and use them for staff training (never AI model training) and quality assurance only where they show no identifiable person or the people in them consented to that use in a release. Clause 7.10 governs any publication of them.

7.7 Third Party Materials. These stay under their own licences. Before you approve their use we disclose material restrictions, including on platforms, uses and AI use, which you must follow, and we never add undisclosed restrictions that defeat the agreed purpose. We do not assign or warrant title to them, and other uses need a further licence at your cost.

7.8 Client Materials. You keep your rights in Client Materials and license us, royalty-free, to use, copy and adapt them as needed for the Services and clause 7.10 (that clause never extends to contact lists, customer records or other Client Data, except as clause 10.4 allows), and, for material clause 2.4 allows, to let a Training-Enabled Tool's provider use it under that tool's terms to the extent you hold the rights to allow this.

7.9 Formats and retention. We deliver Final Deliverables in the **Included Formats**: those the SOW lists or, if none, the relevant Schedule's defaults. No other native, source or working file is implied, but code or material the SOW requires for a maintainable Deliverable is never withheld. We keep your project files, Client Materials and any Client Data we hold for ninety (90) days after the SOW ends and Raw Materials from your project for twelve (12) months after capture (or, if the SOW includes a Storage Fee, until ninety (90) days after the SOW ends), then may delete them after offering you a reasonable chance to export your Client Materials, Client Data and paid Final Deliverables, and must delete or de-identify any personal information in them within thirty (30) days after that retention period ends; later retrieval depends on availability and is Extra Work. Legal records and routine backups may remain for their usual cycle, protected

and unused.

7.10 Portfolio and case studies. We may show publicly released work in our portfolio, website, social media, proposals, pitches, award entries and case studies, name you as a client (using your name and logo) and describe its results in general terms, without any figure, percentage or multiple. We state a specific result, such as cost per lead, conversion rate or a percentage change over a stated period, only with your prior written approval of the wording (an email is enough), and we never publish your revenue, sales volumes, prices, margins or number of customers, even as a result, unless that approval names them. Each result we state will be accurate, supported by records we keep and shown with its period and any context needed for it not to mislead (such as a change in budget), and we never present it as typical or promise it to others. In doing so we never publish or show anyone your other Confidential Information or unpublished work without your prior written approval, or records a Performance Fee Schedule gives us, or anyone's personal information without that person's consent, such as a release that covers our use. A quote from you or your people, or a statement that you recommend us, needs the prior written approval of you and the person quoted, and we never pay or reward anyone for one without disclosing it. In the SOW, or later by thirty (30) days' written notice for future use, you may limit this to naming you or switch it off, and a confidentiality agreement with you overrides it. No credit or footer is compulsory unless the SOW says so.

7.11 Moral rights. Moral rights stay with individual creators. We obtain their written consents in the form the Copyright Act 1968 (Cth) requires, covering the acts your agreed use needs (including editing, adapting, combining and uncredited use), for the benefit of you, your licensees and successors.

7.12 Changes after delivery. Changes you or your other providers make to a Final Deliverable after delivery are at your risk.

8. Protecting our work, ideas and AI

8.1 Why this clause exists. Our methods, systems and ideas are what we sell. AI makes them easy to copy and copyright may not protect them, so the Agreement must. We price our work on the basis that you pay to use it, and clause 8.6 lists what you remain free to do.

8.2 Permitted use. You may use Loveridge Materials, Licensed Systems, Unpurchased Concepts and our Confidential Information only to evaluate our proposals, receive the Services, use paid Final Deliverables under clause 7.4, use a Licensed System while licensed under clause 7.5 (including after a Buy-Out Price is paid), act on recommendations, audit findings and anything else clause 8.4 leaves free, and use a concept that clause 8.5 licenses or frees.

8.3 What you must not do. Unless the SOW, our written consent or a licence under clause 7.4, 7.5 or 8.5 allows it (or, for a concept, clause 8.5 frees it), you must not, and must ensure your people, providers and the Related Businesses you control do not (and must not knowingly help any other Related Business to):

(a) use that material, with or without AI tools, to recreate our work or replace services we quoted, directly or through others, other than by using, maintaining or modifying a paid Final Deliverable as clause 7.4 allows (acting on a recommendation, audit finding or unlisted idea as clause 8.4 allows, yourself or through another provider, is not a breach, but giving our documents to another provider, or using our Loveridge Materials, to do it is);

(b) use it to train, fine-tune or prompt an AI tool to reproduce our work, or to build a prompt library, custom GPT, agent or automation doing substantially what our material does;

(c) put it into an AI tool whose provider may train on your inputs;

(d) try to extract, reveal or reconstruct the prompts, system instructions, knowledge files, settings or workflow logic of a Licensed System or other Loveridge Materials, including by asking the system to disclose them, except where section 47H of the Copyright Act 1968 (Cth) or another law prevents this restriction;

(e) sell, license, share or commercialise it, or use it to serve others; or

(f) give it to another provider except as clause 7.4 allows.

Using an AI tool whose terms bar training on your inputs simply to read, summarise or discuss our material while receiving the Services is allowed, as is using any AI tool to read or explain the Agreement itself.

8.4 Proposals and Unpurchased Concepts. Proposals, pitches, audits, strategies, concepts, prototypes, demonstrations and recommendations we present are our Confidential Information, whether presented before or after the Agreement starts. A proposal lists each concept we protect, with its Concept Use Fee, in a concept summary; recommendations, audit findings and anything not listed are yours to act on, though the documents stay confidential. Before sending or presenting a proposal, audit, demonstration or prototype, we ask you to accept our Proposal Terms (Annex 1) by email reply or click, and they keep applying alongside these terms. Substantial audits and strategy are offered as paid discovery. Recommendations, plans, reports and audit findings we deliver as part of paid Services are paid for, and you may act on them, though the Loveridge Materials behind them stay protected. Creative or campaign options we present under a SOW for you to choose from, and that you do not approve for delivery (or approve but then end the SOW before we deliver, other than for our breach or under a statutory right), stay Unpurchased Concepts. Prototypes and demonstrations stay ours and are view-only until bought.

8.5 Concept Use Fee. You may use an Unpurchased Concept without engaging us to deliver it only by buying a licence, priced at the **Concept Use Fee**. If within twelve (12) months after we present it, it or a substantially similar concept (including one produced with AI tools) is used by you, a Related Business or anyone who received it from you or your people in breach of these terms, you must pay the Concept Use Fee within thirty (30) days after our tax invoice, and you then hold a non-exclusive, perpetual licence to use the concept for your own business. The fee is the amount the concept summary or SOW states for that concept or, for an option we presented under a SOW without a stated fee, sixty per cent (60%) of the Rate Card value of the Units we would need to deliver it, which is less than our full price because you deliver it yourself. For an option you approved, we deduct what you paid us for work on it under clause 6.7 or 6.13. After those twelve (12) months you may use the concept itself without a fee, but clauses 8.3 and 10 still protect our documents and other Loveridge Materials. It does not apply to anything you already had or developed independently without our material, to generic marketing practice, to facts about your own business, or to anything public other than through a breach. If we give written reasons for believing you used a concept, you will within ten (10) Business Days explain in writing how your material was developed, with reasonable records, without changing who must prove what. Disagreements go through clause 12. To use a concept means to publish, launch or run it, or to brief, prompt or configure a person or AI tool to produce material from it. A concept is substantially similar if it uses the distinctive elements of ours (such as its central idea, name, tagline, key visual, mechanic, offer structure or strategic sequence), however copied, adapted or regenerated. Why: concepts and strategy are the senior work we sell, and the fee is the price of using them without paying us to deliver them.

8.6 What you remain free to do. You may always: (a) use your data, Client Materials and paid Final Deliverables in any way, including with AI tools; (b) run your own marketing, including with AI tools, without using our material as clause 8.3 prohibits; (c) use general marketing knowledge, skills and experience, and information that is public or that you knew before we presented it; (d) develop ideas independently; (e) engage another provider, subject to clause 9; and (f) make disclosures the law requires.

8.7 Breach. You must stop any breach promptly. If we have reasonable grounds to believe our material has been used or stored in breach of this clause, within ten (10) Business Days after our written request you must stop using it, remove it from your systems and AI tools (including custom instructions, knowledge files, projects and assistants) except for one secure, unused copy kept with its usage records until the matter is resolved, confirm this in writing and explain in writing how any similar material you are using was developed, with reasonable records, without changing who must prove what. Once you pay the Concept Use Fee for a concept, your use of it is licensed, is not a breach of this clause and gives rise to no other money claim. Otherwise we may seek an injunction, damages or an account of profits, and the Concept Use Fee is a debt that clause 11 does not limit.

9. Our people

9.1 Why this clause exists. We recruit, train and supervise the people who deliver your Services, give them our methods, tools and knowledge of your account, and price on the basis that our team stays. Losing a team member costs us hiring fees or time, onboarding and lost capacity. This clause protects those interests and binds you, not our people, who may take any job. Your SOW summarises it, and you confirm you saw

that summary before signing.

9.2 Who is covered. Our Person is an individual who, as an employee of ours or of our related company, in the twelve (12) months before you (or anyone for you) first approach them about a role, or before they start with you if earlier:

(a) worked on your Services for at least ten (10) hours in total on our records, including under a statement of work the SOW replaces; or

(b) was your account manager or regular contact.

A **Related Business** is you, your related bodies corporate (section 50 of the Corporations Act 2001 (Cth)) and any entity you control or that is controlled by whoever controls you (section 50AA of that Act). In this clause 9 and in your SOW, our related company is a related body corporate of ours, or any other company that shares an owner, controller or director with us and employs people to work in our business; our employees include its employees; and a reference to us as an employer (including to a person leaving us or being Engaged by us) includes it.

9.3 No targeting. During the Term and six (6) months after, you must not, and must ensure the Related Businesses you control do not (and must not knowingly help any other Related Business to), solicit or encourage Our Person to leave us. A job advertisement not aimed at our people is not a breach, and nor is an approach that leads to an Engagement for which you pay the Conversion Fee.

9.4 You may hire Our Person, for a fee. You or a Related Business may employ Our Person. To **Engage** is to employ under a contract of employment, directly or through a recruiter. If you or a Related Business Engages Our Person during the Restricted Period, you pay the Conversion Fee within thirty (30) days after the later of their start and our tax invoice, once per person. The **Restricted Period** runs from your acceptance of the SOW until twelve (12) months after we last provide Services to you.

9.5 The Conversion Fee. The **Conversion Fee** is twenty per cent (20%) of the person's First-Year Package, at least seven thousand five hundred dollars ($7,500) + GST for a role of thirty-eight (38) or more hours a week (pro-rated for fewer, minimum three thousand seven hundred and fifty dollars ($3,750) + GST), but never more than thirty-five per cent (35%) of the First-Year Package, even if that is below those minimums. It is halved for an Engagement that starts more than six (6) months after we last provide Services to you. The **First-Year Package** is everything paid or payable for the person's employment in their first twelve (12) months employed by you or a Related Business, under any number of employment contracts, including salary or wages, superannuation guarantee contributions, guaranteed allowances, commissions and sign-on payments, but excluding discretionary bonuses and equity, in Australian dollars at the start date (for a casual, on expected hours). Weekly hours are those agreed or, if none, expected first-year hours divided by fifty-two (52).

9.6 What the fee is. The Conversion Fee is the agreed price of your right to Engage the person and of a handover of up to two (2) weeks if you ask. It is proportionate to the interests in clause 9.1, set by reference to what recruitment agencies charge, and our only money claim for the loss of the person, but it does not limit an injunction against a breach of clause 9.3 or our rights if our Confidential Information or Loveridge Materials are misused.

9.7 Telling us. Tell us within fourteen (14) days after you Engage Our Person and give reasonable evidence of the First-Year Package within fourteen (14) days after we ask (a statutory declaration is enough), or we may invoice on a reasonable estimate, which we adjust whenever you give the evidence, refunding any excess within fourteen (14) days. Once the First-Year Package is known, we compare the Conversion Fee calculated on it with the amount invoiced and refund or invoice the difference within thirty (30) days.

9.8 Exceptions. Clauses 9.3 to 9.7 do not apply to a person who:

(a) left us more than twelve (12) months before your first contact about the role;

(b) worked for you, or had your written offer, before working on your Services;

(c) we made redundant;

(d) you Engage after we stop trading or a liquidator is appointed to us; or

(e) you Engage because, after the Term ended, they answered a genuine public job advertisement that was not aimed at our people, if there was no contact about a role between them and you or anyone for you before they applied.

9.9 The same rule applies to us. If, during the Restricted Period, we Engage your employee who, in the twelve (12) months before we first approach them about a role, worked with us on your Services for at least ten (10) hours or was our regular contact, we pay you a fee calculated the same way, and clauses 9.3, 9.7 and 9.8 bind us too.

9.10 If the law changes. This clause applies only as far as the law allows. If a law, including a Commonwealth law treating no-poach arrangements as cartel conduct, prohibits or limits any part of it, that part stops applying from then, assessed separately for each kind of obligation, and neither of us will enforce it contrary to that law; other parts keep applying. In a SOW or variation signed on or after the day such a law starts to apply to employees, clauses 9.3 to 9.9, and any summary of them in the SOW, never apply to employees. Anyone who is or was an employee of either of us is treated as an employee. Handover help you then request is charged at the Rate Card for work done, and accrued rights are enforceable only as that law allows.

9.11 Protected conduct. Neither of us may use the other's Confidential Information to target people for recruitment, or knowingly help breach an enforceable obligation owed to the other about confidentiality, intellectual property, notice periods or current service commitments. Nothing here restricts lawful discussion of pay, legal advice, union activity, protected disclosures, cooperation with a regulator or disclosures the law requires.

9.12 How a SOW may change this clause. A SOW may change clause 9 only by naming the paragraph it changes. Anything else it says about our people, such as key personnel terms, adds to this clause. Each paragraph is a separate obligation and survives the end of the Agreement.

10. Confidentiality, privacy, data and AI use

10.1 Confidential Information. Confidential Information is non-public information disclosed or accessed under the Agreement that is marked confidential or would reasonably be seen as confidential. Ours includes our fees, SOW terms, proposals, pitch material, audits, strategies, prompts and Loveridge Materials, whether shared before or after signing; yours includes your non-public plans, pricing, customer information, credentials and personal information. Each of us uses the other's only for the Services and the Agreement, protects it reasonably, and discloses it only to people who need it (including professional advisers and, for us, the people and providers in clause 2.2, but not, for you, another provider of services like ours except as clause 7.4 allows) and are bound to confidentiality, or as the law requires. General skills, experience and public information are not confidential. Aggregated Data is not your Confidential Information. Using or disclosing information as clauses 7.10, 10.8 and 10.9 allow is permitted under this clause.

10.2 Exceptions and duration. The duty excludes information lawfully known without restriction, independently developed, lawfully received from others without restriction, or public other than through a breach. Legally required disclosure is allowed as far as necessary, with prior notice and reasonable help to seek protection where lawful. Confidentiality lasts five (5) years after the engagement, but trade secrets, Loveridge Materials, proposals and concepts stay protected while not public.

10.3 Privacy. Each of us complies with the privacy, direct marketing and information security laws that apply to it (including the Privacy Act 1988 (Cth), the Spam Act 2003 (Cth) and the Do Not Call Register Act 2006 (Cth)), and we apply the Australian Privacy Principles to your information even if a small business exemption applies to us. You are responsible for your privacy policy, lawful collection of personal information you supply or ask us to collect, and the notices and consents behind any list, customer data or tracking you supply or approve, including disclosing tracking and list uploads to platforms (including overseas) before use. We are responsible for our own handling and our instructions to providers.

10.4 Data we collect for you. Personal information and other data that the Services or Deliverables collect or receive about your customers, leads, website visitors and audiences, including through pixels, tags, forms, landing pages, call tracking, chat, CRM, email, SMS and advertising platforms, and lists you give us (**Client Data**), is collected and held for you and on your behalf. It goes to accounts and systems in your

name where practicable, and you are responsible for the notices and consents clause 10.3 describes. We handle Client Data only on your instructions, as the SOW, these terms and your written requests record, and only to provide the Services, report to you, calculate our fees, meet our legal obligations and, for campaign metrics that are not personal information, state results under clause 7.10 and create Aggregated Data under clause 10.8. We never use personal information in Client Data for any purpose of our own, including our marketing, research, Aggregated Data or training AI models, other than showing released work under clause 7.10, or using Raw Materials under clause 7.6, with the consent of each person identifiable in it. We never use Client Data for another client, add it to our own lists, audiences or CRM, upload it to an account we use for ourselves or another client, combine it with another client's data (except to create Aggregated Data under clause 10.8), or sell or license it. Any model, score or audience we build or train from Client Data (other than from Aggregated Data under clause 10.8) is used only for you, and we delete any copy we hold when we delete that Client Data (clause 7.9), unless clause 7.5 gives you a licence to keep using it. We keep Client Data only as long as the Services need it and never longer than clause 7.9 allows, and we return it in the Handover Package (clause 6.14). If a Performance Fee Schedule gives us access to your sales or customer records, we take the least data needed from them, access customer-level personal information in them only through our Australian-based people unless the SOW says otherwise, and use those records, and performance data drawn from them, only for your Services and our fees, never for other clients, benchmarking, Aggregated Data, case studies or AI training.

10.5 AI tools and no training. Each of us will: (a) put the other's Confidential Information or personal information only into AI tools whose terms bar training on those inputs and whose security is reasonable; (b) not use it to train or fine-tune an AI model, except as the SOW describes; and (c) not put personal information into a public AI tool that fails paragraph (a). We never use your information to build datasets for sale. We may use general skills and learnings that do not identify you or any individual or reveal your Confidential Information, and clause 10.8 governs Aggregated Data. In this clause and clause 2.4, an AI tool does not include an advertising, analytics, CRM, email or website platform used through accounts in your name, or one you approve, for its ordinary purpose under its own terms, but in any such account we hold we switch off any setting that lets the provider train AI models on your information, where the platform allows it, and where it does not we put your Confidential Information or personal information into that account only with your written approval; clauses 7.7 and 10.3 govern those platforms.

10.6 Locations. Our people and providers access or store your information only as the SOW and clause 2.2 allow. We give ten (10) Business Days' written notice before personal information we handle for you is accessed or stored in a country that the SOW and clause 2.2 do not then allow for it (including one added to our tool register after the Effective Date, or one clause 2.2 lists but the SOW leaves out), and will not proceed without your written consent if you raise a reasonable privacy or regulatory objection in that time.

10.7 Security and incidents. Each of us uses reasonable security, access controls and credential handling for the other's information, keeps it no longer than reasonably necessary (clause 7.9 covers project files), and tells the other within two (2) Business Days after becoming aware of reasonable grounds to suspect any unauthorised access, loss or disclosure, sharing what it knows and cooperating in containment, remediation and any legally required notification. For information we hold for you, we give you what you need in time to complete your assessment within thirty (30) days after you become aware, and you decide on notification unless we agree otherwise in writing or the law requires us to notify.

10.8 Aggregated Data. We may take campaign, performance, cost and engagement metrics from the Services (such as spend, reach, impressions, clicks, engagement counts, conversion rates and cost per result), remove anything that identifies you, your brands, products, campaigns or locations, and combine them with the same kinds of metrics from other clients, to create data that does not identify, and is not reasonably capable of identifying, you or any individual (**Aggregated Data**). We may keep and use Aggregated Data for any purpose, during and after the Agreement, including research, benchmarks, improving our services, training our own AI models and our marketing. We: (a) create it only from metrics at account, campaign, ad or audience-segment level that are not personal information when we receive them, and never from customer lists, CRM records, form entries, call recordings or other records about individual people, from health or other sensitive information, from records a Performance Fee Schedule gives us, or

from Services for a client that provides health, disability or mental-health services; (b) publish Aggregated Data, or give it to anyone other than our people and providers bound to confidentiality (including through an AI model or system that others can use), only as figures that each combine at least ten (10) clients with no client contributing more than a third of the data behind the figure, and state the basis of each figure (such as its period, channel and number of clients) accurately; (c) never attempt to re-identify you or any individual, and bind anyone we give Aggregated Data to in writing not to attempt it; (d) never sell or license Aggregated Data as a dataset; and (e) review these safeguards at least once a year and stop using any Aggregated Data that has become reasonably identifiable. You may switch this off in the SOW, or later by thirty (30) days' written notice, for metrics from after the switch-off takes effect; Aggregated Data created before then may still be used.

10.9 Your people and our own marketing. We collect the business contact details of your employees, officers and contractors who deal with us (in this clause, **your people**), such as name, role, work email and phone number, from them or from you, and information about how they use our reports, systems and website (such as log-ins, pages viewed and features used, but never what they enter into a system or the Client Data it handles, which clause 10.4 governs). We hold that information for ourselves, not for you, and use it to provide the Services, manage our relationship with you, bill, keep records, improve our services and market our own services as this clause allows. We apply the Australian Privacy Principles to it even if a small business exemption applies to us. Anyone may ask us at privacy@loveridgedigital.com to access or correct their information or to stop our marketing, and may complain to us there or, if the Privacy Act 1988 (Cth) applies to us, to the Office of the Australian Information Commissioner; our privacy policy at loveridgedigital.com/privacy-policy explains how we handle it. We send our own marketing emails and text messages to your people only if they have opted in, always identifying us, with a working unsubscribe that we action within five (5) Business Days and never later than the Spam Act 2003 (Cth) allows. However, while you are our client, our people who work on your account may send an individual email (never a bulk or automated one) to one of your people about another of our services relevant to their role, unless that person or you have asked us to stop. Each such email identifies us and says they can reply to stop these emails, and we stop within five (5) Business Days of a request and never later than the Spam Act 2003 (Cth) allows. We show our advertising to your people using their contact details (such as by uploading them to an advertising platform) only if they have opted in, and we never use information about how they use our reports or systems to target advertising to them. We never sell this information or give it to anyone for their own marketing. You confirm you may give us the details of your people that you supply, and you will tell them that we hold those details and where to find our privacy policy. You or they may ask us at any time to stop marketing to any of them, and opting out never affects the Services. This clause never covers your customers or anyone else whose details we receive only to provide the Services: we handle their information only as clauses 7.6, 7.10, 10.1 and 10.4 allow.

11. Responsibility and liability

11.1 Your Australian Consumer Law rights. Our services come with guarantees under the Australian Consumer Law (including as applied by the Fair Trading Act 1987 (NSW)) that cannot be excluded, including that they will be provided with due care and skill, be reasonably fit for any purpose or result you tell us about, and be supplied within a reasonable time. Nothing in the Agreement excludes, restricts or changes a right or remedy under that or another law, except as that law allows. For services not of a kind ordinarily acquired for personal, domestic or household use, our liability for failing a guarantee is limited, as section 64A of the Australian Consumer Law allows, to supplying the services again or paying the cost of that, unless you show reliance on this limit is not fair or reasonable. Every other limit is subject to this clause.

11.2 No guaranteed results. Unless the SOW states a written promise, we do not promise results such as leads, sales, rankings, reach, cost per result or return on ad spend. Forecasts, targets and KPIs are estimates on stated assumptions, and results depend on things we do not control, such as your offer, prices, budget, website, stock and enquiry follow-up. The SOW records your objectives and those assumptions. This does not excuse a lack of due care and skill, and a Performance Fee Schedule sets how results affect fees.

11.3 Platforms. We are not responsible for platform rejections, restrictions, suspensions, lost accounts,

audiences, features or data, or changed performance, caused by a platform's policy, algorithm or technical change, your content, products, claims or practices, or a failed payment on your billing, except to the extent our breach or negligence caused it. We manage platform dependencies reasonably, tell you of material interruptions and stay responsible for our own compliance, monitoring and subcontracted work.

11.4 Liability cap. Subject to clauses 11.1 and 11.5, each party's total liability to the other in connection with a SOW, in contract, tort (including negligence), statute or otherwise, is limited to the greater of: (a) the recurring fees (including any Performance Fees) paid or payable under it in the three (3) months before the earlier of the event causing the claim and the end of the recurring Services (or three (3) times the monthly recurring fees if fewer months have passed); and (b) its fixed fees. For breaches of confidentiality, privacy, information security or intellectual property obligations, including clause 8, the limit is instead the greater of twelve (12) months of those fees, calculated the same way, and two (2) times the fixed fees. These limits exclude GST and pass-through costs, related claims count as one, and a SOW may state different limits.

11.5 What the cap does not cover. Clauses 11.4 and 11.6 do not limit:

(a) either party's obligation to pay fees, Extra Work, expenses, interest, recovery costs, refunds and other debts, including an Early Exit Amount, Booking Fee, Conversion Fee (or our fee under clause 9.9), Concept Use Fee, Buy-Out Price and Performance Fee Schedule amounts;

(b) our claim for Monthly Retainers in a Minimum Term or notice period, as limited by clause 6.5;

(c) the indemnities in clauses 11.7 and 11.8 for third-party or regulator amounts and reasonable external defence costs, which clause 11.9 limits separately;

(d) fraud, or a deliberate breach the party knew was a breach, committed intending to harm the other or reckless as to that harm;

(e) liability that cannot lawfully be limited; or

(f) our liability to pay you Working Media spent above the budget you approved in writing because of our breach or negligence, up to one (1) month's approved Working Media budget.

11.6 Excluded loss. Subject to clauses 11.1 and 11.5, neither of us is liable for indirect or consequential loss, lost profit, revenue, business, goodwill, data, opportunity or anticipated savings, or punitive damages, but reasonable, documented direct costs of investigation, restoration, replacement and transition are recoverable for a proven breach, subject to causation, remoteness, these limits, mitigation and no double recovery. The exclusion of lost profit, revenue, business and opportunity also does not apply to either party's breach of clause 8 or misuse of the other's Confidential Information, which stays within the twelve (12) month limit in clause 11.4. Performance Fee Schedule amounts are agreed fees, outside the cap and never excluded as lost profit.

11.7 Your indemnity. You indemnify us against loss, damage, cost and expense (including reasonable legal costs) to the extent caused by a third-party claim, or regulatory investigation or action, alleging that: (a) Client Materials infringe someone's intellectual property or moral rights; (b) a claim about your business, products, prices, results, qualifications or licences that you made, supplied or told us to make is false, misleading, unsubstantiated or unlawful; (c) messages to addresses or numbers you supplied lacked the consent the Spam Act 2003 (Cth) requires, or your promise in clause 4.7 is untrue; or (d) personal information, a contact or customer list, or tracking that you supplied, approved or told us to use, upload or collect lacked a notice, consent or other lawful basis that the Privacy Act 1988 (Cth), the Health Records and Information Privacy Act 2002 (NSW) or another privacy law requires. It excludes material and claims we originated, even if you approved them, except to the extent they reproduce Client Materials or information you supplied, reduces to the extent our breach or negligence contributed, and excludes penalties that cannot lawfully be indemnified. This indemnity does not cover our own use of information or material under clauses 2.4 (a provider's use of what we enter in a Training-Enabled Tool), 7.10, 10.8 or 10.9, or under an AI training licence in the SOW.

11.8 Our indemnity. We indemnify you against loss, damage, cost and expense (including reasonable legal costs) to the extent caused by a third-party claim that material we supply for the agreed use infringes that party's intellectual property, except as caused by Client Materials, your changes or other use, or your breach

or negligence.

11.9 Indemnity limit and claims. Each party's total liability under its indemnity is limited to the greater of two (2) times the fees paid or payable under the SOW in the twelve (12) months before the claim and two (2) times its fixed fees. The claimant gives prompt notice, and delay reduces the indemnity only to the extent of material prejudice. The indemnifier may defend a third-party claim at its cost if it does so diligently, keeps the other informed and admits no fault for the other. Each of us runs its own response to regulators and to claims about its own conduct (with reasonable costs still covered), and may take over the defence of a claim against it, bearing its own costs from then if the other was defending diligently. No settlement may admit the other's fault, bind it or compromise its rights without its consent, which may not be unreasonably withheld.

11.10 Contribution and mitigation. Each party's liability reduces to the extent the other's breach, negligence or failure to mitigate contributed, each must mitigate, and no loss is recovered twice, but this never reduces a fee or other debt.

11.11 Warranty against defects. Any promise in the Agreement to fix or redo work free, including in clauses 3.6, 3.12 and C.6 and any defect period the SOW states, is given by **Loveridge Digital Pty Ltd, ABN 90 661 147 717, 16 Bradwardine Road, Bathurst NSW 2795, phone 02 6334 2410, email accounts@loveridgedigital.com.au**. The promise covers a defect that appears within the period that promise states or, if it states none, within sixty (60) days after the work was due. To claim, email or post a description of the problem to us at those addresses within that period. We then fix or redo the work within a reasonable time at our cost, and you bear no expense in claiming: if claiming costs you anything, such as postage, we repay it within fourteen (14) days after you send us the receipt. These benefits are in addition to your other rights and remedies under a law in relation to the goods or services. Where we supply services only, this text applies:

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

Where we supply goods with services (such as printed signage or software), this text applies instead:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time.

If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Clause 11.1 sets out when section 64A of the Australian Consumer Law limits these remedies.

12. Disputes and general

12.1 Disputes. A party raising a dispute gives written details and the outcome sought, and our representatives try in good faith to resolve it within fourteen (14) days. Either of us may then refer it to Resolution Institute mediation under its current rules, in Bathurst NSW or online, sharing the mediator's fees,

and may start proceedings once mediation ends unresolved or thirty (30) days after referral. If either of us applies to the NSW Small Business Commissioner, we both take part in good faith, that replaces mediation, and neither starts proceedings on that dispute until the Commissioner certifies the process has ended, unless the law allows (such as for an urgent injunction). None of this prevents urgent relief, recovering an amount that is undisputed under clause 5.4 or an undisputed refund we owe you (in either case even if a Commissioner application is made, unless the law requires otherwise), protecting a limitation period, statutory complaints, protected disclosures or lawful payment disputes. A SOW's expert determination clause applies instead to the matters it covers. Undisputed obligations continue, truthful reviews and lawful complaints are never waived, and settlement talks are confidential as far as the law protects them.

12.2 Governing law. NSW law governs the Agreement, and we submit to the exclusive jurisdiction of the NSW courts, the Commonwealth courts there and their appeal courts, without removing access to any tribunal the law provides.

12.3 Notices. Notices must be in writing, to the single notices email or address the other party states in the SOW or later notifies. They are received on hand delivery, five (5) Business Days after posting, or by email when retrievable (unless a failure message is received), and if outside Business Hours, when Business Hours next begin.

12.4 Assignment. Neither of us may assign or novate the Agreement without the other's consent, which may not be unreasonably withheld. But we may assign or novate it to a related company or a buyer of all or most of our business by written notice, if the new party agrees in writing to be bound, your fees and terms do not change and your accrued rights are kept. If the new party is not our related company, or the change materially alters the team or delivery locations for your Services, you may end the affected SOW by written notice given within thirty (30) days after our notice or, if later, the change, effective on the date your notice states, with no Early Exit Amount or further minimum fees. We stay liable for amounts we hold or owe you at the transfer. Subcontracting does not transfer our responsibility.

12.5 Relationship. We are independent contractors, and the Agreement creates no partnership, joint venture, employment or agency. Neither of us may bind the other, except that we act for you when operating your accounts within approved access and budgets, honestly, on your instructions and without undisclosed benefit. Otherwise neither owes the other fiduciary duties or will publicly call the other its partner, and a fee based on results is a fee for services, not a share in your business.

12.6 Entire agreement and general. The Agreement is our whole agreement about the Services, replacing earlier negotiations and representations, but not confidentiality of earlier disclosures, accepted Proposal Terms, or liability under section 18 of the Australian Consumer Law or other liability that cannot be excluded. An invalid provision is read as narrowly as needed to be valid, without rewriting our bargain, or else severed. Delay or partial exercise of a right is not a waiver. Each of us may get independent advice and keep a copy of the Agreement.

Schedule A. Marketing, media and social

This Schedule covers paid media, social media, community management and related marketing Services.

A.1 Monthly plan. At the monthly planning meeting (clause 3.4), your approver and our account manager agree active inclusions and the Unit Pool allocation, which we record in writing. The plan allocates capacity but cannot change fees, caps or terms. If you do not attend or respond, we may allocate reasonably in line with the previous plan and your objectives.

A.2 Standing approval for scheduled content. Unless the SOW switches this off, the monthly content plan is a standing approval: each scheduled item is available for review at least three (3) Business Days before it publishes, and unless you ask for a change or hold within two (2) Business Days, we may publish it. It never covers a new claim about your products, prices, results, qualifications or licences that you have not approved in writing, or content in a regulated category (such as legal, health, disability, financial, building or licensed trade services) or one you have flagged; that content always needs your written approval. Community management stays within the boundaries approved at setup, and we may publish through our management platform.

A.3 Working Media. Where paid advertising is active, you fund at least the SOW's Working Media minimum each Monthly Service Period through your own platform billing. We keep within the budget you approve in writing (spend within a platform's published daily tolerances is not a breach if the period stays within budget), set spending limits where possible, get approval before materially increasing spend and pause campaigns promptly on request. If our breach or negligence causes spend above that budget, we pay you the excess, up to one (1) month's approved Working Media budget, outside the cap in clause 11.4 (clause 11.5(f)). Spend you asked for or approved in any form is not excess.

A.4 Shortfall. If you do not fund the minimum, we tell you and give you a fair chance to fix it. To the extent paid media work cannot be done, we are relieved of it for that period, the Monthly Retainer stays payable for reserved capacity, we reallocate affected Units where practicable, and that period's results are not attributable to us. A Performance Fee Schedule's attribution and adjustment rules override this paragraph.

A.5 Advertising, reporting and handover. We place advertising with due care, in line with platform policies and the Australian Consumer Law, tell you promptly of platform rejections, restrictions or removals, and take reasonable steps within the Services to resolve them. The monthly report covers the SOW's channels and clause 3.10. On handover, audiences, pixels and conversion settings stay in your accounts, and scheduled content is exported or cancelled as you instruct.

A.6 Defaults. Not included unless listed: search, answer or generative engine optimisation, websites and landing pages, tracking setup, email marketing, shoots, site visits, extra channels, strategy documents and print. Default formats are PNG or JPG graphics and MP4 (H.264) video with burned-in captions at platform size, PDF reports and Google Docs copy, without native or project files or other Raw Materials.

Schedule B. Content production

This Schedule covers shoots, video, photography and other content production, one-off or recurring.

B.1 Pre-production and shoot days. Pre-production starts when the deposit is paid and our brief is completed. The **Production Schedule** (dates, times, locations, on-site contact, Talent, shot list and call sheet) is agreed in writing at least five (5) Business Days before the first shoot day and then forms part of the Scope. A shoot day is the on-location time the SOW states (usually up to four (4) or eight (8) hours) from call time; extra time that your approver, or the on-site contact in the Production Schedule, asks for on the day in writing (a text message is enough) is approved Extra Work at one (1) Unit per crew member for each two (2) hours or part, doubled outside Business Hours. **Talent** is anyone appearing in the Deliverables.

B.2 Weather and rescheduling. If weather or a site condition outside our control makes a shoot unsafe or unworkable, either of us may reschedule it free to the next mutually available date. You may reschedule free on three (3) Business Days' written notice. Later cancellation, or a shoot prevented by something within your control, uses the day unless we can reassign the crew to other paid work, and a replacement day is Extra Work at the Units the SOW states for a shoot day or, if none, at the Rate Card. If no new date within sixty (60) days can be agreed, we may end the SOW for the unperformed days under clause 6.7 or invoice the Balance for Deliverables possible from footage captured, and if weather alone caused this, the Booking Fee is refunded.

B.3 Talent, releases and AI likeness. Before the shoot you obtain a release on our form from each Talent you supply (including staff and customers), signed by a parent or guardian for anyone under eighteen (18), and any location permit; we obtain releases for Talent we engage. For any child, you promise that you, or whoever supplies the child, hold any authority the law requires for the child's employment, including under Chapter 13 of the Children and Young Persons (Care and Protection) Act 1998 (NSW), and follow any applicable code of practice, and we give no material benefit to the child or family. Our release covers performers' consent under Part XIA of the Copyright Act 1968 (Cth), consent under Part IX of that Act for recordings of their voice, privacy consent and portfolio use. Neither of us may use a person's image or voice from the Deliverables to create or train an AI likeness or voice of them unless their release expressly allows it.

B.4 Licensed uses. Music, stock media, fonts and Talent releases allow use only on the platforms and for the uses the SOW states. Broadcast, cinema, out-of-home, third-party platforms and resale need a further

licence and release at your cost.

B.5 Creative direction and editing. We use creative judgement within the approved brief and your brand guidelines, and changes after you approve the brief, shot list and Production Schedule that need more preparation, crew or equipment are Extra Work. Edits are delivered for review by the SOW's delivery date on the named review platform. A revision round covers selection, sequence, captions, colour and audio within the brief; new concepts, footage, versions or formats are Extra Work.

B.6 Balance and release. The Balance is invoiced when edits are delivered for review. Final files in the Included Formats are released on acceptance and payment of it and any undisputed related Extra Work, and stay downloadable for the clause 7.9 retention period.

B.7 Recurring production. For a recurring package: (a) the first Monthly Service Period starts on the SOW's date or, if none, the first Business Day after edits for any one-off package are accepted; (b) each month is invoiced in advance and its files released on acceptance and payment; (c) at least ten (10) Business Days before each month we offer at least two (2) dates in it for each included shoot day, booked when you accept one; (d) a shoot day not booked by month end because you did not accept an offered date expires without credit, but one missed through our default, our failure to offer dates or weather carries into the next month (or, after the last month, is held within sixty (60) days); (e) we report shoot days booked, held and expired monthly; and (f) clause 6 governs its Minimum Term, notice and Early Exit Amount, and ending a one-off package does not end it.

B.8 Defaults. Raw footage, photo originals, project files and unused edits are Raw Materials (clause 7.6), which we can quote for separately. Not included unless listed: extra shoot days, locations or crew, drone capture, extra versions, formats or languages, motion graphics, voice-over and professional Talent, studio, props, wardrobe and location fees, and publishing. Default formats are MP4 (H.264) video in the listed aspect ratios and JPG photos at web and print resolution.

Schedule C. Websites, hosting and maintenance

This Schedule covers website design and builds, hosting and maintenance.

C.1 Kick-off and build. The **Kick-off Date** is the first Business Day by which we have the deposit, confirmed administrator access, the listed Client Materials and a kick-off call. Your existing site stays live and untouched until deployment. Delivery targets assume consolidated feedback within two (2) Business Days of each review and are estimates, not warranties. We build on a non-public staging site, and changes of direction after design approval, or to an approved page structure, are Extra Work. Unless the SOW includes copywriting or production, you supply final content, and we place your privacy policy, collection and cookie notices and site terms but do not draft them.

C.2 Testing and accessibility. We test at the breakpoints and on current versions of the browsers the SOW lists. Accessibility law, including the Disability Discrimination Act 1992 (Cth), may apply to your site. We build to the accessible-practice items the SOW lists and warrant no conformance level (such as a WCAG level), audit, certification, performance score or unlisted browser or device unless the SOW includes it.

C.3 Approval to deploy and code release. When the included rounds are used, or no further round arrives within five (5) Business Days after our request, we tell you in writing the site is ready, ask for approval to deploy and say when the Balance will be invoiced: on your approval or fifteen (15) Business Days after that notice, whichever is first. A material departure from the SOW notified in that period is fixed under a new notice with five (5) Business Days for the corrected items; new requirements or changes of mind are not departures. The code stays in a repository we control until the Balance and undisputed invoiced Extra Work for the site are paid. We deploy within two (2) Business Days after your approval and that payment, and on payment transfer the repository or commit the code to yours, deployed or not. If you do not approve deployment within thirty (30) days after paying, we may complete handover without deploying, and that date counts as go-live.

C.4 Your accounts. Your domain, hosting, email, analytics and paid services are in your name, billed to you and stay yours. We access them by delegated permission or credentials under clause 4.2 and remove our access on request after the defect period. We do not change your email configuration or move your domain

beyond pointing it at the site. You confirm DNS and email (MX) records first, and we are not responsible for disruption caused by DNS settings you or your providers control.

C.5 Third-party components. Premium themes, plugins, fonts, stock media and integrations are disclosed in the SOW or approved under clause 3.7, licensed to you directly where possible and renewed at your cost after go-live. Components under our agency licence stop updating after go-live unless you buy your own licence.

C.6 Defects and after launch. For fourteen (14) days after go-live we fix free (clause 11.11), within a reasonable time, defects you notify in writing that come from our failure to meet the SOW. New requirements, changes of mind, platform changes and problems from later changes by you or your providers are Extra Work. After go-live, security updates, plugin vulnerabilities, backups and hosting security are yours unless the SOW includes maintenance, which covers only what it specifies. We warn you before you reach a usage limit and never charge extra usage automatically, and a platform interruption does not excuse our own negligent configuration or missed agreed monitoring or backups. Statutory rights survive acceptance, launch and handover.

C.7 Handover and migration. On deployment we hand over administrator access to the site and repository, the documentation the SOW lists and any included training. Default formats are the complete source code, production build, editable modules and content files, page copy as Google Docs and documentation as PDF, but not design working files, unused concepts or our build tooling. On request we supply the agreed export and information reasonably needed to migrate (but not root access to a shared server where that would expose others), and further migration help is quoted first. Ending hosting with us does not affect your ownership of paid Final Deliverables. Not included unless listed: new copy or media, extra pages, ecommerce, bookings or payments, integrations, tracking, accessibility certification, optimisation campaigns, maintenance, site visits and extra rounds.

Schedule D. Stadium signage

This Schedule covers signage we design, print or install at a venue.

D.1 Scope and venue rules. The SOW states the venue, signage location and dimensions, display period, installation responsibilities, design and printing scope, approved artwork, venue approvals, removal obligations and key dates, including any installation window. We give you any venue guide (which may set, for example, white background coverage, restricted colours, viewing-distance legibility and print resolution) before artwork approval, and it applies to another venue only if agreed.

D.2 Your artwork. We may accept your artwork subject to the technical and licensing requirements we disclose, with any quality-check fee agreed first. You must hold its rights (clause 11.7 applies), need not use us as exclusive designer, and never indemnify our mistakes.

D.3 Installation and delays. We tell you of delays, limit them and agree revised dates. Weather, access or manufacturing delays do not remove any right to an extension, credit, refund or cancellation where the display benefit is materially reduced or the law requires a remedy. We are responsible for our contractors and installation, and on an early end, unavoidable printing and installation costs are reconciled under clause 6.11 without double recovery.

Annex 1. Proposal Terms

A separate one-page notice for the front of every proposal, audit, demonstration and prototype. It is kept here so it is maintained with these terms, but it is not part of the General Terms.

Loveridge Digital Proposal Terms (version 2026-11-10)

These terms apply to the proposals, pitches, audits, strategies, concepts, prototypes and demonstrations we give you before you engage us (**Proposal Material**). We send or show Proposal Material only after you accept these terms by replying "I accept" to our email or clicking accept. Our email names the business by its legal name and ABN. The person accepting confirms they are a director, owner or partner of that business, or hold its written authority to accept these terms; if that is untrue, items 1 and 2 bind them personally.

1. **It is confidential and ours.** Proposal Material is our confidential information and our intellectual property, whether or not copyright protects it. Use it only to decide whether to engage us, or to act on recommendations, audit findings and anything else item 3 says is yours to act on. You may share it with your staff and professional advisers (such as lawyers and accountants) who need it, on these terms, but not with any marketing, creative or technology provider, and put it only into AI tools whose terms bar training on your inputs.
2. **No recreating our work.** Do not give it to another provider, and do not use it, or put it into an AI tool, to recreate our work, to brief, prompt or train anyone or anything to do so, or, within twelve (12) months after we present it, to have anyone deliver a listed concept without a licence under item 3.
3. **Concept Use Fee.** Our concept summary lists each concept we protect and its Concept Use Fee; recommendations, audit findings and anything not listed are yours to act on. You may use a listed concept without engaging us, but only by buying a licence. If, within twelve (12) months after we present it, it or a substantially similar one (including one produced with AI tools) is used by you, a business related to you (a related body corporate, or a business you control or that is controlled by whoever controls you), or anyone who received it from you in breach of these terms, you pay us its Concept Use Fee within thirty (30) days after our tax invoice, and then hold a licence to use that concept for your own business. Using a concept means publishing, launching or running it, or briefing, prompting or configuring a person or AI tool to produce material from it; a concept is substantially similar if it uses its distinctive elements (such as its central idea, name, tagline, key visual, mechanic or offer structure), however copied, adapted or regenerated. If we think you have used a concept, we tell you why in writing, and you agree to explain within ten (10) Business Days how your material was developed. This does not change who must prove what. After twelve (12) months you may use the concept itself without a fee, though items 1 and 2 still protect our documents.
4. **What you remain free to do.** These terms do not cover anything you already had or developed independently without our material, generic marketing practice, facts we point out about your own business, or anything public other than through a breach. Your own information stays yours to use.
5. **Demonstrations and prototypes** stay ours and are view-only until you buy them.
6. **Our promise to you.** We keep your information confidential, use it only to prepare our proposal, and never put it into AI tools that may train on it. If you engage us, clause 2.4 of our General Terms then governs our use of AI tools.
7. **How long, and the law.** Confidentiality continues while the Proposal Material is not public. If you engage us, our General Terms also apply. NSW law applies, and any dispute goes first to discussion between us, then to mediation or the NSW Small Business Commissioner.

Why we ask: our proposals contain senior strategic work, which we price on the basis that it is paid for when it is used.

Version history

Each version applies only to SOWs and variations that name it. Existing contracts stay on their version unless both parties agree in writing to move.

Version	Date	Change
2026-11-15	15/11/2026	Clauses 1.9 and 3.7 add our client dashboard.
2026-11-10	10/11/2026	Plain-English consolidation as the single rulebook for every SOW, absorbing the protections in the retainer, website and content templates and adding clause 0, Licensed Systems, AI use limits, the Concept Use Fee, Goodwill Work, scope review, the Account and Asset Register, the Handover Package, mutual no-training for confidential and personal information, a warranty against defects and Annex 1. Changes that most affect you: a Conversion Fee in place of a consent requirement for hiring our employees, Pre-Approved Extras Budgets, sixty (60) days' notice before the earliest end date or during a Fixed Term and thirty (30) days otherwise, a twenty-four (24) month billing look-back, pricing in Units rather than hourly rates, Term Discounts that end with their Fixed Term and are repaid in whole or part if you

		end it early, and a ten (10) Business Day cooling-off period for new SOWs. Data and AI: what we collect for you is held and used only for you, apart from case studies, which state specific results only with your written approval (7.10), and combined campaign figures that identify no one (Aggregated Data, 10.4 and 10.8); we market to your people, including by targeted advertising, only with their opt-in, apart from individual emails from your account team about our other services (10.9); and, only if you switch them on, creative AI tools that can learn from uploads are used only with published or approved material that is not confidential, not owned by others and contains no personal information (2.4).
2026-09-30 and earlier	30/09/2026 and earlier	Continue to apply to SOWs that name them. Version 2026-09-17 was a review draft and was not published.