

Standard Terms - May 2024

For the provision of Services by Springboard Digital Pty Ltd ACN 634 185 381 (**we/us/our**).

These Standard Terms (**Terms**) and our proposal documentation (**Proposal**) form the basis of our agreement with you (collectively the **Agreement**) and are our offer of Services to you.

1. Acceptance

You accept our offer if you:

- (a) sign and return the Proposal; or
- (b) continue to request (either orally or in writing) that we perform work for you after receiving the Proposal.

2. Proposal

- (a) Our Proposal may take different forms and may also be made up of separate parts, which are to be taken as joined and to form one single document.
- (b) Where our Proposal specifies a 'scoping' component, we reserve the right to unilaterally vary our Proposal (acting reasonably) as a consequence of findings made during the scoping process.
- (c) You must tell us immediately if you disagree with anything contained in our Proposal or if you think we have misunderstood your requirements.
- (d) If there is any inconsistency between these Terms and the Proposal, the Proposal will prevail to the extent of that inconsistency.

3. Variations

- (a) Either party may request variations to the Services at any time. If both parties agree to the variation in writing, then the Proposal will be deemed to be updated to reflect the change and will vary the Agreement.
- (b) We may reasonably update the Proposal unilaterally upon providing notice to you where:
 - (i) any of our Assumptions are proven to be incorrect; or
 - (ii) technological, software or Ad Network changes impact upon our intended delivery of the Services to you.

4. Project and Campaign plans

- (a) Where project based work is specified in our Proposal, we will prepare a plan containing the following information for your review:
 - (i) an outline of the campaign concept or project plan key deliverables;
 - (ii) informed estimates of the costs and activities which we reasonably anticipate;
 - (iii) an outline of the anticipated schedule which will align with any associated media budgets you have provided; and
 - (iv) any other relevant information relating to the Services you request that is within the scope we have provided.
- (b) For ongoing retainer based work, our team will communicate deliverables, timelines and results with you on a monthly basis as part of your monthly consulting meeting (or Work-In-Progress/WIP meeting).

5. Services

5.1 Provision of Services

- (a) We will provide the Services:
 - (i) in a professional manner with due care, skill and diligence;
 - (ii) in accordance with all Laws, applicable self-regulatory advertising codes in Australia (including those relating to featuring persons under the age of 18) and any reasonable internal policies you provide to us; and
 - (iii) as set out in the Proposal, including completing work components in order of their ranked priority, and otherwise in accordance with these Terms.
- (b) We will keep you updated via regular Work In Progress Meetings at the frequency detailed in the Proposal, or as reasonably agreed by the parties.
- (c) We may provide you with Update Reports from time to time, in lieu of or in addition to the Strategy Meetings.

5.2 Approval

- (a) We will not engage in any media planning with nor buy any advertising from any Ad Networks without your prior consent.
- (b) We will obtain your approval of the themes, templates and broader campaign strategy

that will to be used to create Advertising Material before publication.

5.3 Training

You acknowledge and agree that:

- (a) any training provided as part of the Services is strictly for educational and professional development purposes;
- (b) the success and achievements of those receiving the Training and their utilisation of any new skills acquired is your responsibility;
- (c) we have not made any representations or warranties with respect to any outcomes of those receiving the training; and
- (d) all actions taken by those who received the training is at your risk and is your responsibility.

5.4 Your responsibilities generally

- (a) To enable us to properly perform the Services in accordance with this Agreement, you must promptly provide us with all reasonable:
 - (i) information, assistance, data, resources, records, approvals, materials or access (including to your software accounts); and
 - (ii) access to Personnel within your organisation that we need to interact with.
- (b) You acknowledge that the Service Fees in the Proposal assume that:
 - (i) the information you provide to us will be accurate, complete and not misleading; and
 - (ii) you will comply with your obligations under (a).

6. Delay

- (a) Where we provide a Delivery Plan, you acknowledge that it is our best estimate. You agree that we are not responsible for any Loss suffered by you as a result of our delay. We will take reasonable steps to mitigate and minimise delay on our part and the impact such delay may cause.
- (b) If we become aware of any delay (or likely delay) in delivery, we will promptly notify you of the details of the delay and provide you with a revised Delivery Plan.

7. Contract administrator

We may request that you assign a contract administrator to manage your receipt of the Services and ongoing dealings with us. You agree

that the contract administrator has your authority to make decisions regarding the Services and this Agreement on your behalf.

8. Engagement of third parties

8.1 We may engage third parties

- (a) We may in our sole discretion subcontract any part of our Services to a third party without notice to you and without your consent.
- (b) Subject to clauses 8 - 10, we take full responsibility for the Services provided by any subcontractor we have engaged to assist us with our delivery of the Services.

8.2 Our engagement of third parties

We will ensure that third parties we engage in the performance of the Services:

- (a) are competent and professional;
- (b) are bound by the intellectual property and confidentiality provisions of this Agreement or otherwise to provisions equivalent in effect;
- (c) have the qualifications and/or experience necessary to ensure full and proper performance of the duties allocated to them; and
- (d) do not breach or cause us to breach any of our obligations under this Agreement.

9. Third party software

- (a) As part of our Services we may recommend, install, implement, train and/or support you with third party software solutions or use such solutions on your behalf (**Software**). Prior to your use of the Software or our use on your behalf (within your account), we will obtain your consent to utilise the Software and will ensure you have access to the license terms and conditions relating to the use of any such Software (**Software License**).
- (b) You warrant that before you provide your consent under (a):
 - (i) you have had an opportunity to read and understand the **Software License**; and
 - (ii) you are solely responsible for:
 - (A) your compliance with the Software License; and
 - (B) all fees and costs relating to your access and use of the Software and ours where the Software is being used by us on your behalf and in accordance with your directions; and

- (iii) we will not be responsible for any Loss that you suffer as a consequence of interruptions or malfunctions with the Software.

10. Ad Networks

You acknowledge and agree that:

- (a) Ad Networks change their assessment criteria regularly, erratically and for the most part refrain from disclosing;
- (b) Ad Networks exercise a wide discretion to remove or limit advertising where they are of the view that the advertising breaches a policy, Law or is the subject of a complaint, take down notice, legal action, or at the request of a Government Authority; and
- (c) software enabling users to access Ad Networks may also affect the way in which advertisement and information may be displayed to users;
- (d) the factors set out in (a)-(c) are entirely outside our control, but can impact upon the appearance and positioning of the Advertising Materials, along with the overall effectiveness of your advertising to generate leads; and
- (e) the conversion rate of your advertising depends on a wide variety of factors which are also outside our control, including economic conditions, demand, pricing (including discount strategies), payment options, brand recognition, ease of follow through with purchase and logistics.

11. Intellectual property

11.1 Background and third party IPR's

- (a) Nothing in this Agreement transfers IPR's belonging to a party that were created prior to the parties entering this Agreement.
- (b) You acknowledge and agree that we are not required to provide you with any Project Materials (including source materials or templates and processes used by us in the delivery of the Services).
- (c) You acknowledge that the Advertising Materials may comprise third party IPR's which we will procure or obtain a right or licence for you to use for the purpose of enjoying the benefit of the Services, but which may not be assigned to you under clause 11.2(c).
- (d) We will only incorporate third party IPRs in the Advertising Material where the limitations and conditions relating to use will not interfere with your anticipated use of the Advertising Materials.

- (e) You must ensure that we are permitted to use any third-party information or IPR's that you provide to us for use in the provision of our Services and the creation of Advertising Materials.
- (f) We will provide you with notice where use of any Advertising Materials are subject to third party ownership, conditions or limitations that you were not aware of.

11.2 Intellectual property rights

Unless otherwise specified in the Proposal:

- (a) you grant us a licence to use the Client Material for the purpose of us providing the Services under this Agreement, including the right to use, reproduce, modify and create derivative works of the Client Material for that purpose;
- (b) subject to clause 11.1, we own all IPR's in the Project Materials that are not Advertising Materials;
- (c) we grant you a royalty free, irrevocable, transferable, sub-licensable, world-wide licence to use the Project Materials for the limited purposes of receiving the Services and utilising and enjoying the benefit of the Advertising Materials;
- (d) we assign all right, title and interest in our IPR's in the Advertising Materials to you, free from encumbrances, from the date payment of all amounts due under this Agreement are received; and
- (e) nothing in these Terms prohibits us from using or licensing to third parties our IPR's in the Project Materials.

11.3 Moral Rights

Where we have assigned our IPR's in the Advertising Materials and the Advertising Materials were:

- (a) created by us, we irrevocably and genuinely consent, as the author of the works, to any acts or omissions of any person, including you, in connection with the works after the assignment, which might otherwise infringe our moral rights; or
- (b) created by a third party, we will obtain and provide to you irrevocably and genuinely given consents from the authors of the works in the same terms as required under sub-clause 9.4(b)(i).

12. Fees, charges and payments

12.1 Service Fees

As consideration for our delivery of the Services, you agree to pay us the Service Fees in the amount and manner as specified in our Proposal.

12.2 Initial commencement fee

- (a) We may require you to make payment of a deposit before we commence work.
- (b) The deposit will be applied by us to Services rendered, following the issue of our invoice/s to you.

12.3 Hourly rates

Services we provide on a time basis, or work required outside of the scope set out in our Proposal, will be charged in accordance with our hourly charge out rates as specified in our Proposal.

12.4 Fixed fee

Services we provide on a fixed fee basis will be provided strictly in accordance with the scope detailed in our Proposal as reasonably determined by us in our sole discretion.

12.5 Additional work

Any additional work that has not been specifically quoted will be charged in accordance with sub-clause 12.3. Subject to a varied proposal being agreed to under clause 3, additional work that is considered by us to be new work (i.e. does not relate to the original scope) will, unless we otherwise agree, amount to a minimum charge of 1 hour.

12.6 Expenses

- (a) Any costs and reasonable out-of-pocket expenses which are necessary to provide our Services (**Expenses**) will be paid or reimbursed (as the case may be) by you where we have received prior written approval from you regarding the incurring of the Expense.
- (b) Where approved Expenses under 12.6(a) are related to advertising, you will make payment either:
 - (i) directly to the relevant Ad Network; or
 - (ii) in advance to us.

12.7 Invoicing

- (a) We will invoice you for the Service Fees and Expenses in accordance with our Proposal or where unspecified, in advance at the beginning of each calendar month that we provide the Services, with 7 day payment terms.

12.8 Payment

- (a) You must pay us all amounts outlined in our invoice in the manner reasonably nominated without set-off, counter-claim, holding or deduction.

- (b) Subject to clause 12.9, if you fail to pay any of our fees in accordance with sub-clause (a), we may:
 - (i) charge you for all costs and expenses incurred by us in recovering our outstanding fees from you;
 - (ii) charge you compound interest at a rate of 10% per annum on the overdue amount which will begin accruing on the first day that payment is overdue; and
 - (iii) immediately suspend the provision of any and all Services to you until payment is received by us.

12.9 Disputed fee

- (a) If you dispute the whole or any portion of the amount claimed in an invoice, you must pay the portion of the invoice which is not in dispute (in accordance with sub-clause 12.8) and provide notice to us within 7 days of receipt of the invoice your reasons for dispute (Invoice Notice). The undisputed portion of the invoice will be re-issued as a new invoice.
- (b) Upon receipt of your Invoice Notice, we will within a reasonable time provide you with evidence substantiating the Service Fees and Expenses and addressing your reasons of dispute.
- (c) If the dispute cannot be resolved within 7 days of our substantiation under sub-clause (b), the dispute must be referred to the dispute resolution procedure in clause 14.

12.10 GST

- (a) Unless otherwise expressly stated in our Proposal or these Terms, all amounts payable to us under this Agreement are exclusive of GST.
- (b) If GST is imposed on any supply made under or in accordance with this engagement and GST has not been accounted for in determining the consideration payable for the supply, then we may recover from you an amount on account of GST. That amount is equal to the value of the supply calculated in accordance with the *A New Tax System (Goods and services Tax) Act 1999* (Cth) multiplied by the prevailing GST rate.

13. Confidentiality, privacy and data security

13.1 Recipient must keep Confidential Information confidential

Each party must:

- (a) keep confidential all Confidential Information;

- (b) only use Confidential Information for the purpose of providing or receiving (as the case may be) the Services; and
- (c) procure that its Personnel comply with sub-clauses (a) and (b).

13.2 Disclosure exceptions

The obligations in sub-clause 13.1 do not apply:

- (a) to the extent necessary to enable a party to make any disclosure required by law;
- (b) to the extent necessary to enable a party to perform its obligations under this Agreement;
- (c) where disclosure is required for any quality assurance or insurance purposes;
- (d) to the extent necessary to receive professional (legal or financial) advice;
- (e) to any disclosure agreed in writing between the parties; or
- (f) in respect of any portion of the Confidential Information which has entered the public domain other than as a result of a breach of this Agreement.

13.3 Publicity

- (a) You agree and provide us with a licence enabling us to, following the provision of reasonable notice to you, publish your branding and any case studies setting out the success you enjoyed from our Services on our website or other advertising medium, representing you as our client and the services we offer for the purposes of advancing our own publicity, provided we comply with the confidentiality obligations contained in sub clauses 13.1 and 13.2.
- (b) You may rescind our right to publish the information in sub-clause (a) at any time upon providing notice to us.

13.4 Privacy

We will:

- (a) comply with the *Privacy Act 1988* (Cth) and any other applicable privacy laws; and
- (b) not do any act, engage in any practice, or omit to do any act or engage in any practice that would cause you to breach any Australian privacy law.

13.5 Data security requirements:

If we deal with any of the Client Material, we must:

- (a) comply with those policies relating to data security you have provided to us along with any reasonable requirements you make from time to time;

- (b) treat your Client Material as Confidential Information;
- (c) take reasonable steps to restore any Client Material that is lost, destroyed, corrupted or altered by us in connection with the provision of the Services;
- (d) comply with any reasonable direction from you with respect to remedying or addressing any loss or unauthorised use or access to your Client Material;
- (e) inform and co-operate with you in the event of any risk regarding the security of your Client Material; and
- (f) comply with any reasonable additional data security requirements set out in the Proposal.

14. Disputes

- (a) If a dispute (**Dispute**) arises between the parties to this Agreement which they cannot resolve, then the party claiming that a Dispute has arisen must deliver to the other parties a notice containing particulars of the Dispute (**Dispute Notice**).
- (b) During the period of 10 business days after delivery of the Dispute Notice, or any longer period agreed in writing by the parties to the Dispute (Initial Period), the parties must meet in good faith in an attempt to resolve the Dispute.
- (c) If the parties cannot resolve the Dispute within the Initial Period then unless they all agree otherwise, they must appoint a mediator to mediate the Dispute in accordance with the rules of the Resolution Institute. The parties must participate in the mediation in good faith.
- (d) The mediator must be agreed on by the parties within 10 business days after the Dispute Notice is given to the parties and if they cannot agree within that time the mediator will be nominated by the president of the Resolution Institute.
- (e) The mediation concludes when:
 - (i) all the parties agree in writing on a resolution of the Dispute; or
 - (ii) a party, not earlier than 20 business days after appointment of the mediator, has given 5 business days' notice to the other parties and to the mediator, terminating the mediation, and that 5 business days has expired without all the parties agreeing in writing on a resolution of the issue.

15. Insurance

For the duration of the term (as set out clause 16.1), we must maintain:

- (a) cyber liability insurance with cover of \$1 m;
- (b) professional indemnity insurance with cover of \$2 m; and
- (c) management liability insurance with cover of \$3 m,

and will promptly provide a certificate of currency or PDS relating to any of these policies upon your request.

16. Limitation of liability

- (a) Subject to (b) and (c), unless otherwise required by Law, our liability for any Loss arising from any breach of this Agreement or any issue with the Services or Advertising Materials we have provided, in contract, tort or equity are limited to the greater of:
 - (i) the amount paid or due to be paid under this Agreement in a 12 month period for our Services (excluding Expenses); and
 - (ii) the amount paid out under an insurance policy we hold (less any excess).
- (b) We will not be liable for Loss you suffer as a consequence of the suspension of our Services pursuant to clause 12.8(b)(iii).
- (c) To the maximum extent permitted by Law, we will not be liable for any Consequential Loss incurred by you or any other person whether directly or indirectly related to our engagement under this Agreement.
- (d) Liability for breach of a guarantee conferred by the Australian Consumer Law (other than those conferred by ss 51 to 53 of the Australian Consumer Law) is limited (at our election) to us providing the Services again or the cost of having the Services supplied again.
- (e) We will not be liable for any part of our Services or Advertising Materials that are conditional upon Assumptions where further information or events result in those Assumptions being incorrect.

17. Disclaimer

- (a) Further to clause 10 above, you acknowledge and agree that, despite our compliance with clause 5.1(a), we make no representations or guarantees that the Advertising Materials will not appear alongside material which is pornographic, obscene, illegal or otherwise contains computer viruses, nudity, tobacco

products or anything which might be considered immoral (**Adverse Positioning**).

- (b) If you become aware of any Adverse Positioning of the Advertising Materials, let us know and we will make immediate efforts to identify and address the issue where possible.
- (c) You acknowledge and agree that:
 - (i) our historical successes are not necessarily representative of our future outcomes; and
 - (ii) we do not make any representations or guarantees in respect of the outcomes or results you are likely to achieve from our Services.

18. Indemnity

18.1 Mutual indemnity

Each party agrees to indemnify the other against any Loss that may be incurred by us arising from or in connection with:

- (a) a material breach or default of this Agreement by a party or a person they are responsible for;
- (b) a negligent act or omission of a party or a person they are responsible for;
- (c) a failure by a party to comply with any Law;
- (d) any Claim made against a party by any third party in connection with the information, material or documents provided to it by the other party.

18.2 Limitation

To the extent that any Claim or Loss occurs as a result of any negligent act or omission caused by the other party, or the other party's failure to comply with the material obligations of this Agreement, a party's liability under clause 18.1 or 18.2 will be proportionately reduced.

19. Term and termination

19.1 Duration of Agreement

- (a) This Agreement commences on the date of your acceptance under clause 1 and continues for the Initial Term, or on the date specifically outlined in your agreement with us.

- (b) Upon expiry of the Initial 3 month Term, this Agreement will automatically renew on a month by month basis, unless terminated in accordance with clause 19.2.

19.2 Termination

- (a) We may terminate this Agreement at any time by giving you 30 days' written notice.

- (b) During the Initial Term, you may terminate this Agreement at the end of the Initial Term by providing at least 30 days notice before the expiration of the Initial Term.
- (c) During any Further Term, you may terminate this Agreement at any time by providing at least 30 days notice.
- (d) If you terminate this Agreement under clause 19.2(c), you agree that:
 - (i) we will issue an invoice to you to cover your subscription up until 30 days after you have provided written notice to us. We will also invoice for any Expenses not yet invoiced up until the time of termination (**Final Invoice**); and
 - (ii) we may apply any funds we are holding against any outstanding amount of the Final Invoice, subject to clause 12.9.

19.3 Termination for breach

- (a) If either party breaches any of these Terms and such a breach is capable of rectification, the other party must give the defaulting party notice requesting that the breach be rectified within 5 business days (**Breach Notice**).
- (b) If a breach has not been rectified within 5 business days of the giving of a Breach Notice, the party giving the Breach Notice may terminate this Agreement immediately by notice in writing to the other.
- (c) If any party breaches a material term and the breach is not capable of rectification, the other party may terminate this engagement immediately by notice in writing to the party in breach.

19.4 Consequences of termination

- (a) Following termination you must:
 - (i) promptly pay all Expenses and all outstanding Service Fees in accordance with clause 12.8 that are not subject to dispute under clause 12.9; and
 - (ii) return or delete all of our Confidential Information that has been provided to you during the provision of our Services.
- (b) Following termination we must:
 - (i) refund you the balance of any money that you have paid in advance, once we have set-off all of our outstanding Service Fees and Expenses;
 - (ii) return or delete all of your Confidential Information that has been provided during the provision of our Services,

except for one copy where required for quality assurance or insurance purposes; and

- (iii) no longer access any of your Accounts unless otherwise authorised by you in writing.

20. Notices

Any notice given under or in connection with this engagement:

- (a) must be in legible writing and in English;
- (b) must be addressed to a party's contact address as shown on the Proposal or as otherwise notified by a party to the other party from time to time;
- (c) must be:
 - (i) delivered to that party's address;
 - (ii) sent by pre-paid mail to that party's address; or
 - (iii) sent by email to that party's email address; and
- (d) will be deemed to be received by the addressee:
 - (i) if delivered by hand, at the time of delivery;
 - (ii) if sent by post, on the third business day after the day on which it is posted, the first business day being the day of posting; or
 - (iii) if sent by email, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth).

21. Acknowledgement

You acknowledge that:

- (a) you have read, understood and have agreed to be bound by these Terms and the Agreement;
- (b) you have received and will retain your own copies of these Terms and our Proposal;
- (c) you have been informed by us that you should seek independent advice in relation to these Terms prior to accepting offer of Services; and
- (d) by entering into this Agreement under clause 1, you agree that you either:
 - (i) obtained legal advice in relation to this Agreement; or
 - (ii) were afforded ample opportunity to obtain advice but declined.
- (e) Any person that accepts this Agreement on your behalf, represents and warrants to us

that they are duly authorised by you to accept this Agreement on your behalf and their acceptance on your behalf is effective to legally bind you to this Agreement.

22. General matters

22.1 Interpretation

In interpreting this document:

- (a) headings are for convenience only and will not affect interpretation of this Agreement;
- (b) words in the singular include the plural and words in the plural include singular, according to the requirements of the context;
- (c) a reference to legislation or other law includes delegated legislation and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a reference to any of the words "include", "includes" and "including" is read as if followed by the words "without limitation"; and
- (e) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the *Corporations Act 2001* have the meaning given in that Act, unless the context otherwise requires.

22.2 Non-solicitation

During the Term of this Agreement and for a period of 12 months after its expiration, neither party will solicit, interfere with or endeavour to entice away any employees or customers of the other party or counsel, procure or assist any person to do those things.

22.3 Survival and essential terms

- (a) Clauses 9, 11.2, 13, 14, 15, 17, 19.4, 22.5 and 22.10 and are taken to survive this Agreement.
- (b) Clauses 5, 11 and 13 are essential terms of this Agreement.

22.4 Amendments

Any amendments to these Terms must be made in writing or if agreed verbally between us, must be confirmed in writing within a reasonable time after such verbal agreement.

22.5 Assignment

- (a) Subject to clause 22.5(b), a party cannot assign, novate or otherwise transfer any of its rights or obligations under these Terms without the prior written consent of the other party.
- (b) You agree that if we merge or amalgamate with another entity or otherwise sell or dispose of our business, we may assign or novate this Agreement, including all

materials, personal information, confidential information and ideas supplied by you, to that other entity, provided that entity agrees to be bound by the stipulations in this Agreement or to stipulations equivalent in effect.

22.6 Further assurances

Each party must promptly do all further acts and execute and deliver all further documentation reasonably requested by the other party to give effect to the contemplations of this Agreement.

22.7 Consents

Unless these Terms expressly state otherwise, a party may in its absolute discretion, give conditionally or unconditionally or withhold, any consent under these Terms. To be effective any consent under these Terms must be in writing.

22.8 Force majeure

A party will not be liable for any failure or delay in the performance of its obligations under the Agreement to the extent that such failure or delay:

- (a) is caused by a circumstance not within the reasonable control of the party; and
- (b) could not have been reasonably avoided, prevented or circumvented by the party.

22.9 Waiver

The non-exercise of or delay in exercising a right of a party will not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived by notice signed by the party to be bound by the waiver.

22.10 Jurisdiction

This engagement is governed by the law in force in the State of Queensland and each of us submit to the non-exclusive jurisdiction of the courts of Queensland.

22.11 Severability

Any provision of these Terms that is illegal, void or unenforceable will be severed without prejudice to the balance of the conditions which will remain in force.

23. Definitions

In these Terms the following definitions apply:

Ad Networks mean digital advertising channels including search engines, paid search advertising, social media advertising, native advertising and display advertising.

Advertising Materials mean all finalised advertising content created by us in the course of, or as a consequence of, providing the Services to you and includes each item that is identified as a deliverable in the Proposal.

Assumptions means:

- (a) any qualifications or suppositions detailed relating to the Services or Advertising Materials set out in the Proposal; and
- (b) the expectations we have relied upon as set out in clause 5.4(b).

Client Material means all data, information, imagery, branding and other material you own or receive under license which you provide or make available to us in connection with the provision of our Services.

Confidential Information means information that is by its nature confidential and:

- (c) is designated by a party as confidential;
- (d) is described in the Proposal as confidential; or
- (e) a party knows or ought to know is confidential,

but does not include information that:

- (f) is or becomes generally available in the public domain, other than through any breach of confidence;
- (g) is rightfully received from a third person other than as a result of a breach of confidence; or
- (h) has been independently developed by a party without using any Confidential Information of the other.

Consequential Loss means indirect economic loss, loss of income or profit, loss or damages resulting from wasted management time, damage to goodwill or business reputation, loss of contract, loss of data, liability under other agreements or to third parties, loss of opportunity or any other special, indirect, remote or punitive loss or damage.

Copyright Act means the *Copyright Act 1968* (Cth).

Claim includes, in relation to a person, a demand, claim, action, dispute or proceeding made or brought by or against the person, however arising and whether present, unascertained, immediate, future or contingent.

Delivery Plan means a timetable for the delivery of the Services outlined in the Proposal.

Government Authority means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

The **Initial Term** for all new Springboard clients is 3 months, unless otherwise stated in the Proposal.

IPR's means all intellectual property rights of whatever nature including all rights conferred under statute, common law or equity, including all copyrights, patent rights, trade mark rights (including any goodwill associated with those trade mark rights), design rights and trade secrets together with any documentation relating to those rights but does not include moral rights.

Loss includes any damage, loss, cost, liability or expense of any kind and however arising (including as a result of any Claim) including penalties, fines and interest whether prospective or contingent and any amounts that for the time being are not ascertained or ascertainable.

Personnel means employees, agents and contractors.

Project Materials means any methodologies, templates, tools, ideas, processes, documents (including working proofs), diagrams, graphics, plans, instructions, drawings, reports, software code, know-how, training materials and instructions created or adapted by us during the course of providing the Services.

Proposal means the document we have provided to you specifying in detail the Services, Advertising Materials, Delivery Plan and Service Fees.

Services mean all services of a primarily digital marketing nature that we will provide to you as set out in our Proposal.

Service Fees means our fees for the provision of our Services.

Update Reports means any formal or informal reports provided by us on the outcomes of our Services to date, such as open rates, click-through rates and conversion rates.

Work In Progress Meetings mean meetings where we discuss and analyse the results of Services we have performed and develop strategies relating to more effectively providing Services we are to provide.