



GENERAL TERMS AND CONDITIONS

House of Marketing Pty Ltd ACN 615 762 153

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The following General Terms and Conditions apply to each Statement of Work entered into between House of Marketing Pty Ltd ACN 615 762 153 (**HOM**) and the party identified as a Client in a Statement of Work (**Client**).

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise:

- (a) **AANA Code** means the Australian Association of National Advertisers Code of Ethics and any associated practice notes, as amended, replaced or supplemented from time to time;
- (b) **Ad Standards** means Ad Standards Limited (or its successor body) and the Community Panel it administers;
- (c) **Agency IP** means all Intellectual Property Rights owned or developed by HOM independently of this Agreement, including pre-existing methodologies, tools, AI Tools, templates, frameworks software, and know-how;
- (d) **Agreement** and **this Agreement** means the Statement of Work, these General Terms and Conditions and any Schedules;
- (e) **AI Tools** has the meaning given to it in clause 8.1;
- (f) **Applicable Laws** means all laws, regulations, codes, and industry standards applicable to the performance of the Services, including the *Competition and Consumer Act 2010 (Cth)*, the Australian Consumer Law, the *Privacy Act 1988 (Cth)*, the *Spam Act 2003 (Cth)*, the Australian Privacy Principles, and all applicable advertising codes administered by Ad Standards Australia;
- (g) **Australian Consumer Law** means Schedule 2 to the *Competition and Consumer Act 2010 (Cth)* and includes all regulations and statutory instruments made under or for the purposes of that Schedule, as well as any equivalent or corresponding provisions of State or Territory fair trading legislation that apply to the supply of goods or services in Australia;
- (h) **Background IP** means Intellectual Property Rights owned or licensed by a party prior to the Effective Date or developed independently of this Agreement;
- (i) **Business Day** means a day that is not a Saturday, Sunday, or public holiday in Brisbane, Queensland, Australia;
- (j) **Client AI Tools** means AI Tools used in the delivery of the Services with the prior approval of the Client, which are not customarily used in the business of HOM in delivering its services to clients;
- (k) **Client Materials** means all materials, data, content, branding, trademarks, logos, and information provided by the Client to HOM for use in connection with the Services;
- (l) **Confidential Information** means this Agreement and all non-public information disclosed or otherwise made available by or on behalf of one party to the other in connection with this Agreement, whether

in writing, orally, or by inspection, that is designated as confidential or that reasonably ought to be understood as confidential given its nature, including marketing strategies, campaign data, Client lists, pricing, business plans, and technical information, whether the information was:

- (i) Marked as being proprietary or confidential to the disclosing party;
 - (ii) Disclosed or created before, or after the date of this Agreement; or
 - (iii) Disclosed as a result of discussions between the parties concerning or arising out of this Agreement; or
 - (iv) In the public domain due to the breach of this Agreement by the receiving party;
- (m) **Consequential Loss** means indirect or consequential loss, loss of profits, loss of revenue; loss of production, loss or corruption of data, loss or denial of opportunity, loss of access to markets, loss of goodwill, loss of business reputation, future reputation or publicity and indirect, remote, abnormal or unforeseeable loss or special, indirect or consequential damages (including, but without limitation, loss of prospective profits), or any similar loss whether or not in the reasonable contemplation of the parties at the time of execution of this Agreement;
- (n) **Controller** has the same meaning as in the PPSA;
- (o) **Deliverables** means the outputs, designs, creative works, advertising, marketing communication, influencer content, promotional material, campaigns, reports, analysis, strategies, content, website content, graphics, photographs, video, copyrighting, documents, papers and other materials or works created or produced by HOM in the course of providing the Services;
- (p) **Digital Accounts** means the Client's social media profiles, advertising accounts, website content management systems, email marketing platforms, domain registrar accounts, analytics accounts, and any other online accounts the Client authorises HOM to access or manage under this Agreement;
- (q) **Documentation Costs** means all fees and outlays associated with the registration of any Security Interest on the PPSR;
- (r) **Effective Date** means the date specified in the relevant Statement of Work;
- (s) **Expenses** includes the cost of subscription to Client AI tools (if any), together with external costs such as travel, printing and courier charges;
- (t) **Fees** means the fees, costs and charges payable by the Client to HOM under this Agreement including the Monthly Retainer, Project Fees and Third-Party Costs Handling Fees;

- (u) **Final Output** has the meaning given to it in clause 13.5;
- (v) **Force Majeure Event** means any event beyond a party's reasonable control, including acts of God, epidemic, pandemic, adverse weather conditions, natural disaster, war, terrorism, civil unrest, government action, or failure of third-party platforms or infrastructure;
- (w) **General Terms and Conditions** means these general terms and conditions;
- (x) **GST** has the meaning given in the GST Act;
- (y) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and the related imposition Acts of the Commonwealth. Expressions defined in the GST Act have the same meaning when used in this Agreement;
- (z) **Intellectual Property Rights** means all present and future rights in respect of copyright, trademarks, patents, designs, trade secrets, know-how, database rights, and all other intellectual property rights, whether registerable or not and whether registered or not, anywhere in the world, and any applications for registration or rights to make such an application;
- (aa) **Law** means any statute, law, ordinance, regulation, by-law, order, subordinate legislation or proclamation in force from time to time, whether Commonwealth, State or local, the common law and equity;
- (bb) **Loss** includes damage, loss, cost, claim, liability or expense;
- (cc) **Media Spend** means amounts payable to third-party media platforms, publishers, or advertising networks or in respect of Client AI Tools, in connection with the Services, as authorised by the Client under a Statement of Work;
- (dd) **Modern Slavery** has the meaning given in the *Modern Slavery Act 2018 (Cth)* and as supplemented by definitions in any other Modern Slavery Laws in Australia;
- (ee) **Modern Slavery Laws** means all Australian Laws regarding Modern Slavery;
- (ff) **Monthly Retainer** means the fixed monthly fee payable by the Client to HOM for the Retainer Services, as set out in a Statement of Work;
- (gg) **Personal Property** has the same meaning as in the PPSA as it relates to:
 - (i) All personal property of the Client, including without limitation present and after acquired property of the Client;
 - (ii) Any personal property provided by the Secured Party to the Client on a retention of title basis;

- (iii) Any personal property leased or provided on bailment by the Secured Party to the Client; and
- (iv) Including without limitation, any Proceeds associated with the above personal property;
- (hh) **PMSI** means a purchase money security interest as defined in the PPSA;
- (ii) **PPSA** means the *Personal Property Securities Act 2009 (Cth)* and any regulations made under that legislation;
- (jj) **PPSR** means the Personal Property Securities Register established pursuant to the PPSA;
- (kk) **Proceeds** has the same meaning as in the PPSA;
- (ll) **Project Fee** means the fixed or estimated fee for a specific project, as set out in the applicable Statement of Work;
- (mm) **Project IP** means Intellectual Property Rights in Deliverables created specifically and exclusively for the Client under a Statement of Work;
- (nn) **Retainer Services** means the Services to be provided on an ongoing basis during the Retainer Term in exchange for the Monthly Retainer, as set out in a Statement of Work;
- (oo) **Retainer Term** has the meaning given in clause 18.2 and includes any Further Retainer Term;
- (pp) **Secured Party** means HOM or any lawful assignee, transferee or successor of HOM in relation to the Security Interest, this Agreement and any other related document(s);
- (qq) **Security Interest** means a security interest as defined in section 12 of the PPSA or any other mortgage, pledge, lien, charge or other arrangement of any kind which in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors;
- (rr) **Services** means the marketing services to be provided by HOM to the Client as described in any Statement of Work, including Retainer Services and project-based services;
- (ss) **Site** means the location or locations designated by the Client as the "Site" (or similar) in this Agreement or any Statement of Work for the performance of the Services;
- (tt) **Spam Act** means the *Spam Act 2003 (Cth)* and the *Spam Regulations 2021 (Cth)*;
- (uu) **Statement of Work** or **SOW** means a document executed by both parties under clause 3.2 containing a detailed description of the Services and the specific terms for the supply of the Services, in substantially the form set out in **Error! Reference source not found.**;

- (vv) **Tax Invoice** has the meaning given to it in the GST Act;
- (ww) **Term** has the meaning given in clause 18.1;
- (xx) **Third-Party Costs** means costs incurred by HOM on the Client's behalf with third-party suppliers, including Media Spend, stock imagery, printing, event costs, and platform fees;
- (yy) **Third-Party Costs Handling Fee** has the meaning given to it in clause 11; and
- (zz) **Working Files** has the meaning given to it in clause 13.7(b).

1.2 In this Agreement, unless the context otherwise requires:

- (a) A reference to:
 - (i) One gender includes every other gender;
 - (ii) The singular includes the plural and the plural includes the singular;
 - (iii) A person includes a body corporate or unincorporated body;
 - (iv) A party includes the party's executors, administrators, successors and permitted assigns;
 - (v) A statute, regulation or provision of a statute or regulation (Statutory Provision) includes:
 - A That Statutory Provision as amended or re-enacted from time to time;
 - B A statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - C Another regulation or other statutory instrument made or issued under that Statutory Provision; and
 - (vi) Money is to Australian dollars, unless otherwise stated;
- (b) The expression "this Agreement" includes the deed, covenants, agreement, arrangement, understanding or transaction recorded in this Agreement;
- (c) "Including" and similar expressions are not words of limitation;
- (d) A reference to a clause or schedule is a reference to a clause of or a schedule to this Agreement;
- (e) A reference to a document (including, without limitation, a reference to this Agreement) is to that document as amended, novated or replaced;

- (f) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (g) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation;
- (h) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (i) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day; and
- (j) All references to time are to Australian Eastern Standard time.

2. APPOINTMENT AND RELATIONSHIP

- 2.1 The Client appoints HOM, and HOM accepts the appointment, to provide the Services on the terms of this Agreement.
- 2.2 HOM acts as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment relationship, or agency between the parties.
- 2.3 HOM may engage subcontractors to perform any part of the Services without the Client's prior consent, provided that HOM remains responsible for the performance of the Services and the conduct of its subcontractors.
- 2.4 The Client must not, during the Term and for twelve (12) months after termination, directly solicit or engage any employee or subcontractor of HOM or an employee of such a subcontractor, who has been involved in providing the Services, without HOM's prior written consent.

3. STATEMENTS OF WORK

- 3.1 HOM will provide the Services as described in the SOW on these General Terms and Conditions.
- 3.2 Each SOW will set out:
 - (a) The scope and description of the Services, including whether Retainer Services are to be provided;
 - (b) The Deliverables;
 - (c) The Monthly Retainer, Project Fee, fee estimate or method by which the fees payable in respect of the SOW will be calculated;
 - (d) The timeline and milestones;
 - (e) Any approval and acceptance process; and
 - (f) Any anticipated Expenses or Third-Party Costs.

3.3

- 3.4 No SOW is binding unless it is executed in writing by an authorised representative of each party.
- 3.5 In the event of any inconsistency between this Agreement and a SOW, this Agreement prevails unless the SOW expressly states it is varying a specific provision of this Agreement.
- 3.6 If the Client requests a change to the scope of the Services or a SOW after execution, HOM may provide a written variation estimate. No variation is binding unless approved in writing by both parties.
- 3.7 Work performed by HOM at the Client's request that is outside the agreed scope and not covered by a signed variation will be charged at HOM's then-current hourly rates as notified to the Client in writing from time to time.

4. REPORTING AND PERFORMANCE

- 4.1 HOM will provide the Client with the reports described in any SOW at the frequency set out therein.
- 4.2 HOM will use its reasonable endeavours to achieve the key performance indicators or targets (if any) set out in any SOW. The parties acknowledge that marketing outcomes are influenced by many factors outside HOM's control, and that failure to achieve a KPI is not, of itself, a breach of this Agreement unless the failure is attributable to HOM's substantial failure to perform the Services with reasonable care and skill.
- 4.3 HOM will make reporting data available to the Client through the tools and platforms specified in the relevant SOW. The Client is responsible for retaining its own records of performance data.

5. HOM RESPONSIBILITIES

- 5.1 Without limiting any other provision of this Agreement, HOM must at all times during the Term:
 - (a) Be just and faithful in all transactions with the Client and show the utmost good faith to the Client's business;
 - (b) Provide the Client with a just and faithful account of its work and, upon the Client's reasonable request, furnish a full and correct explanation of the work to the Client;
 - (c) Divulge to the Client all information or knowledge which it may possess in relation to the Client's affairs, business and activities;
 - (d) Use its best skills and endeavours to promote the Client's interest and welfare;
 - (e) Not at any time intentionally do anything which directly or indirectly may impair or be likely to impair the Client's good name and the reputation of its business; and
 - (f) Perform the Services:
 - (i) With reasonable care, skill, and diligence;

- (ii) Within a reasonable time;
- (iii) To a professional standard consistent with best practice in the marketing industry; and
- (iv) In compliance with all Applicable Laws.

5.2 HOM will use and rely primarily on the Client's Confidential Information and reasonably rely on other information available from public sources in carrying out the Services; HOM is under no obligation to independently verify such information.

6. CLIENT OBLIGATIONS

6.1 The Client must:

- (a) Provide HOM with timely access to Client Materials, personnel, approvals, and information reasonably required to perform the Services;
- (b) Designate a primary contact with authority to give approvals and instructions;
- (c) Review and respond to HOM's submissions within the timeframes agreed in the relevant SOW or, absent such agreement, within ten (10) Business Days;
- (d) Ensure that all Client Materials provided to HOM are accurate and do not infringe any third-party rights;
- (e) Provide HOM and its personnel with safe access to the Site, or such other Client premises, office accommodation or other facilities as specified in this Agreement and any Statement of Work, or otherwise, as reasonably required by HOM to perform the Services.

6.2 Where the Client's failure to perform its obligations under this clause 6 causes:

- (a) HOM to incur additional costs or expenses, these will be payable by the Client in accordance with clause 12.5(b);
- (b) Delay to any Deliverable or milestone, the relevant timeline will be extended accordingly, and HOM will not be in breach of this Agreement as a result.

7. DIGITAL ACCOUNT MANAGEMENT

7.1 Where the Services include the management of Digital Accounts, the Client grants HOM a limited, non-exclusive authority to access, use, and manage the Digital Accounts solely for the purpose of performing the Services. This authority does not transfer ownership of any Digital Account or the underlying platform relationship to HOM.

7.2 The Client must provide HOM with all login credentials, API keys and administrative access reasonably required to perform the Services or must grant HOM administrator or equivalent access directly through the relevant platform.

- 7.3 Where practicable, HOM will request access via platform-native permission tools (for example, Meta Business Manager or Google My Business account roles) rather than shared passwords and will remove or transfer such access on the expiration or termination of this Agreement.
- 7.4 HOM will take reasonable steps, consistent with its standard security practices, to keep any credentials it holds confidential. HOM is not liable for unauthorised access to a Digital Account resulting from a breach of the platform itself, or from credentials that the Client has shared with a third party.
- 7.5 The Digital Accounts operate on platforms owned by third parties (including Meta, Google, TikTok, and LinkedIn), which HOM does not own or control. HOM will use reasonable care to comply with the relevant terms of service of each platform when managing a Digital Account, but gives no warranty as to the availability, functionality, algorithm behaviour, or continued operation of any platform.
- 7.6 HOM is not liable for any suspension, restriction, deletion, or change in performance of a Digital Account that results from an act or policy of the platform provider, unless caused by HOM's wilful default or gross negligence.
- 7.7 If the Client does not comply with its obligations in this clause 7, HOM will be relieved of its obligations to the extent the non-compliance impedes HOM's delivery of the Services.

8. USE OF ARTIFICIAL INTELLIGENCE

- 8.1 The Client acknowledges and agrees that HOM may use artificial intelligence tools, including generative AI, machine learning models, and automated optimisation tools (**AI Tools**) in the course of providing the Services. This includes using AI Tools for tasks such as drafting or editing copy, generating images or video, audience targeting, bid management, analytics, and content scheduling.
- 8.2 HOM will apply reasonable professional judgment and human review to material produced by AI Tools before it is published or delivered to the Client, so far as is practicable given the nature and volume of the work. The Client acknowledges that AI Tools can produce inaccurate, biased, or unsuitable output, and that HOM's review process reduces but can not eliminate this risk.
- 8.3 HOM will not input the Client's confidential information, personal information, or proprietary data into a publicly available AI Tool unless the Client has given prior written consent, or the specific AI Tool operates on terms that are stated to prevent that data from being used to train the underlying model (**Privacy Protected AI Tools**).
- 8.4 Where HOM uses an enterprise or paid tier of an AI Tool that offers the data protections of Privacy Protected AI Tools (for example, an API-based deployment rather than a free consumer product), HOM may treat that as satisfying clause 8.3, and will advise the Client of the tools it intends to use on request.
- 8.5 HOM remains bound by its confidentiality obligations under clause 15 regardless of whether an AI Tool is involved in performing the Services provided that use of a Privacy Protected AI Tool will not of itself constitute a breach of HOM's obligations under clause 15.

- 8.6 The parties acknowledge that under Australian copyright law, material generated wholly by an AI Tool without sufficient human authorship may not attract copyright protection, and ownership of such material can accordingly be uncertain. Where HOM uses an AI Tool as part of producing Deliverables, HOM will take reasonable steps to apply sufficient human creative input, selection, arrangement, or editing so that the final output is not disqualified as a copyright work capable of licence or assignment under clause 13 due to the use of an AI Tool. To the extent any element of a Deliverable is found not to be protected by copyright because of its AI-generated origin, the Client's rights to use that element are instead governed by the licence terms of the relevant AI Tool, and HOM gives no warranty of exclusivity over that element.
- 8.7 HOM will take reasonable steps to ensure that content produced with the assistance of AI Tools is accurate, does not infringe third party intellectual property rights, and does not breach the Australian Consumer Law.
- 8.8 Where HOM is aware that AI-generated content includes a synthetic image, voice, or likeness of a real person, HOM will not use that content without first confirming with the Client that appropriate consent has been obtained from the individual concerned.
- 8.9 The Client remains responsible for final approval of all content before publication, and HOM's use of AI Tools does not reduce the Client's obligation to review and approve Deliverables in accordance with clause 10.
- 8.10 HOM does not own or control the AI Tools it uses and gives no warranty as to their continued availability, accuracy, or performance. HOM is not liable for a failure of the Services caused by an outage, policy change, or error originating in a third party AI Tool, provided HOM has exercised reasonable skill and care in its use of that tool.
- 8.11 HOM may change the AI Tools it uses to deliver the Services at its discretion, provided the change does not materially reduce the quality of the Services. HOM will notify the Client of a material change in AI Tools on request.

9. COMPLIANCE, MARKETING LAWS AND PLATFORM POLICIES

- 9.1 Each party must comply with all Applicable Laws in connection with this Agreement and the Services.
- 9.2 HOM will use reasonable skill, care and diligence to ensure that each Deliverable, at the time it is prepared and submitted to the Client for approval, is consistent with:
- (a) The AANA Code, having regard to Ad Standards Community Panel guidance current at that time;
 - (b) The Australian Consumer Law, so far as it concerns misleading or deceptive conduct and false representations;
 - (c) The Spam Act, to the extent HOM itself sends commercial electronic messages under this Agreement; and
 - (d) Any industry-specific code that the Client has notified HOM in writing applies to the Client's products or services.

- 9.3 For the avoidance of doubt, HOM is not required to have expertise in, and gives no warranty regarding, regulatory regimes outside the categories in clause 9.2, including therapeutic goods, alcohol marketing, financial services or gambling codes, unless the Client has specifically identified the applicable code in writing and provided HOM with a reasonable opportunity to obtain specialist input, at the Client's cost.
- 9.4 Where HOM engages an influencer or third-party content creator on the Client's behalf, it will use reasonable endeavours to ensure the influencer agreement requires clear and prominent disclosure of any commercial relationship, consistent with prevailing AANA Code guidance at the time the agreement is entered into.
- 9.5 HOM is not liable for an influencer's failure to comply with an otherwise adequate disclosure obligation, provided HOM has not directed or knowingly permitted the non-compliant conduct. Where the Client engages, selects or has a pre-existing relationship with an influencer independently of HOM, responsibility for that influencer's disclosure practices rests with the Client.
- 9.6 If either party becomes aware of a complaint, investigation or adverse determination by Ad Standards, the ACCC or another regulator concerning Deliverables, it must notify the other party within five (5) Business Days. The parties will cooperate in good faith on any response, withdrawal or remediation, with costs allocated according to responsibility for the underlying non-compliance as set out herein.
- 9.7 The Client acknowledges that search engine optimisation, paid media, and social media results are influenced by factors outside HOM's control, and HOM makes no guarantee of specific rankings, impressions, clicks, conversions, or other performance outcomes.

10. APPROVALS AND SIGN-OFF

- 10.1 HOM will submit Deliverables to the Client for review and approval prior to publication or distribution. The Client must provide written approval or written notice of required changes within the timeframe set out in the relevant SOW or, absent such timeframe, within ten (10) Business Days.
- 10.2 Changes requested by the Client after approval of a Deliverable constitute a variation and may attract additional charges in accordance with clause 12.
- 10.3 If the Client does not provide written approval or notice of required changes in accordance with clause 10.1, the relevant Deliverables will be deemed approved for publication or distribution.
- 10.4 HOM is not responsible for any regulatory, compliance, or legal consequences arising from content, claims, or materials specified, approved or deemed approved by the Client. Final responsibility for compliance rests with the Client. Once the Client approves or is deemed to have approved content:
 - (a) The content is deemed to reflect the Client's own assessment of its acceptability, including as to regulatory compliance and the accuracy of any factual, product or performance claims contained in it;

- (b) HOM is entitled to rely on the approval or deemed approval and is not required to independently re-verify claims, statements or representations that originate from or have been confirmed or deemed to be confirmed by the Client; and
- (c) HOM's liability under clause 9 is limited to matters within its reasonable control at the time content was prepared and does not extend to Client-directed changes made after HOM's compliance review.

11. MEDIA SPEND AND THIRD-PARTY COSTS

- 11.1 HOM will not incur Media Spend or Third-Party Costs on the Client's behalf without prior written authorisation from the Client, either in a SOW or a separate written approval.
- 11.2 Third-Party Costs are payable by the Client in addition to Fees. HOM will use reasonable endeavours to obtain competitive pricing for Third-Party Costs but does not warrant that it has obtained the lowest available price.
- 11.3 Where HOM incurs Third-Party Costs, it will issue a Tax Invoice to the Client for those costs with supporting documentation. HOM may charge a handling fee on Third-Party Costs as set out in any SOW (**Third-Party Costs Handling Fee**).
- 11.4 The Client acknowledges that third-party advertising platforms (including Meta, Google, and LinkedIn) may vary their pricing and policies from time to time, and that HOM is not responsible for changes made by third-party platforms to their algorithms, policies, targeting capabilities, or pricing.
- 11.5 Where the Client pre-funds a media account directly, the Client is solely responsible for the management of those funds and any resulting obligations to the platform.

12. FEES, INVOICING AND PAYMENT

- 12.1 The Monthly Retainer (if applicable) is as set out in the relevant SOW. HOM will issue a Tax Invoice to the Client for the Monthly Retainer, usually on the first Business Day of each calendar month, in advance.
- 12.2 The Monthly Retainer is payable regardless of the volume of work performed in any given month, subject to any agreed carryover arrangement set out in the relevant SOW.
- 12.3 Project Fees are invoiced in accordance with the payment milestones set out in the relevant SOW. In the absence of agreed milestones, HOM may invoice: fifty per cent (50%) upon execution of the SOW and fifty per cent (50%) upon delivery of the final Deliverable.
- 12.4 In addition to the Fees, the Client will also pay all Expenses incurred by HOM in the delivery of the Services. HOM may issue a Tax Invoice to the Client for Expenses as incurred, or in advance where a third-party supplier requires payment in advance. HOM will provide reasonable evidence of Expenses incurred upon request.
- 12.5 Tax Invoices:

- (a) For the Monthly Retainer are payable within twenty-four (24) days; and
- (b) For Fees (other than the Monthly Retainer), Expenses, Third-Party Costs and additional costs or expenses payable under clause 6.2(a), are payable within seven (7) days,

of the invoice date. Payment must be made by electronic funds transfer to HOM's nominated bank account.

12.6 If the Client disputes any part of a Tax Invoice in good faith, the Client must:

- (a) Notify HOM in writing within five (5) Business Days of the date of the Tax Invoice, specifying the amount in dispute and the grounds; and
- (b) Pay the undisputed portion of the Tax Invoice by the due date. The parties must use reasonable endeavours to resolve the dispute within ten (10) Business Days of the dispute notice.

12.7 Overdue amounts accrue interest at the cash rate set by the Reserve Bank of Australia plus five per cent (5%) per annum until paid in full, calculated daily, from the due date until the date of payment.

12.8 HOM may suspend the Services on five (5) Business Days' written notice if any undisputed Tax Invoice remains unpaid for more than seven (7) days after its due date. Suspension does not affect the accrual of the Monthly Retainer or HOM's right to recover Fees, Expenses, Third-Party Costs or additional costs and expenses payable under clause 6.2(a).

12.9 The Client must not withhold or set off any amount payable to HOM against any amount the Client claims is owed by HOM to it, except to the extent required by law.

12.10 The Client must pay HOM's reasonable costs (including debt-collection agency fees and legal costs on an indemnity basis) incurred in recovering any overdue amount from it.

12.11 All amounts referred to in this Agreement are exclusive of GST. Where any supply under this Agreement is subject to GST the recipient must pay, in addition to the consideration:

- (a) An amount equal to the GST on that supply, subject to receipt of a valid Tax Invoice; and
- (b) Any penalties, fines, interest or statutory charges imposed in connection with the supply, if these do not arise because of any delay or default of the supplier.

13. INTELLECTUAL PROPERTY

13.1 HOM retains all Intellectual Property Rights in Agency IP, including all tools, methodologies, templates, processes, and know-how used to perform the Services. Nothing in this Agreement transfers any Agency IP to the Client.

- 13.2 HOM grants the Client a non-exclusive, non-transferable licence to use, commercialise and exploit Agency IP solely to the extent incorporated in Deliverables.
- 13.3 The Client retains all Intellectual Property Rights in Client Materials and Client Background IP. The Client grants HOM a non-exclusive licence to use Client Materials and Client Background IP solely to perform the Services during the Term.
- 13.4 HOM retains the Project IP. All Intellectual Property Rights (including copyright) in the Deliverables, and in any other work product, concepts, strategies, designs or content created or prepared by HOM in the course of providing the Services, belong to, and remain vested in, HOM.
- 13.5 Subject to full payment of all Fees, Expenses, Third-Party Costs and any other moneys owing under this Agreement, upon delivery and sign-off of each Deliverable, HOM will provide the Client with the Deliverable in the following formats only (**Final Output**):
- (a) For video work, a finished, rendered, and exported video file in a standard delivery format (MP4 or .MOV) at the resolution and specification agreed between the parties;
 - (b) For photography work, finished, edited, and exported image files in a standard delivery format (JPG or .TIFF);
 - (c) For printed materials, the paper stock and finish set out in the relevant SOW;
 - (d) For promotional materials, the materials of physical dimensions set out in the relevant SOW;
 - (e) For all other work, a Portable Document Format.
- The Final Output constitutes the sole work product to be delivered to the Client under this Agreement.
- 13.6 HOM grants the Client a non-exclusive, royalty-free, worldwide licence to use, reproduce, publish, commercialise and exploit the Final Output and prepare derivative work based on the Final Output for the Client's business purposes. This licence is personal to the Client and must not be sub-licensed, assigned, furnished in whole or in part to a third party or otherwise dealt with without HOM's prior written consent.
- 13.7 For the avoidance of doubt:
- (a) The Client has no right to use the Deliverables, with the exception of the Final Output; and
 - (b) The Final Output does not include, and the Client has no right to receive, access, or use, any of the following that have been used to produce the Deliverables or Final Output (**Working Files**):
 - (i) Source files, native design files, layered files, editable files, templates, drafts, working files;

- (ii) Raw, unedited, or uncompressed video footage, camera original files, project or editing files, timelines, media bins, and associated assets;
 - (iii) Raw or unprocessed image files, camera original files, and editing project files; and
 - (iv) Any other underlying materials used in the production process; and
 - (c) All Working Files, Deliverables and Final Output remain the sole and exclusive property of HOM, regardless of whether they are referenced, shared for review purposes, or otherwise made visible to the Client.
- 13.8 HOM is under no obligation to create, retain, deliver, or make available any Working Files at any time, whether during or after the Term, except as expressly agreed in writing pursuant to clause 13.9.
- 13.9 Working Files may be made available to the Client only if expressly agreed in a separate written agreement signed by both parties, which agreement references this clause and specifies the applicable fee, format, and any additional license terms.
- 13.10 Unless and until all Fees, Expenses, Third-Party Costs and any other moneys owing under this Agreement are paid in full, the Client has no right to use any Final Output. The Client's use of a Final Output before full payment constitutes an infringement of HOM's Intellectual Property Rights and breach of this Agreement.
- 13.11 The Client acknowledges and agrees that HOM may use the Deliverables and Final Output for HOM's portfolio, award submissions, and promotional purposes, subject to HOM obtaining prior written approval from the Client where such use identifies the Client by name (which approval must not be unreasonably withheld).
- 13.12 Where Deliverables incorporate third-party materials (including stock images, music, or licensed software), HOM will notify the Client of the licence terms applicable to those materials. The Client must comply with those terms and HOM is not responsible for the Client's breach of any third-party licence.
- 13.13 The Client acknowledges that HOM may develop for itself, or for others (including other clients), problem solving approaches, frameworks or other tools or information similar to the Deliverables. Nothing in this Agreement will preclude HOM from developing or disclosing such materials or information, or using any skills, knowledge, experience, ideas, concepts, or techniques acquired in connection with the performance of the Services, provided that this does not involve the use or disclosure of the Client's Confidential Information.

14. PRIVACY

- 14.1 Each party must comply with the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles in relation to any personal information handled in connection with this Agreement.

- 14.2 Where HOM collects, uses, or discloses personal information on the Client's behalf (including in connection with email marketing, CRM management, or analytics), HOM does so as a service provider on the Client's instructions. The Client is the primary entity responsible for obtaining all relevant consents from, and providing all relevant notices to, individuals whose personal information may be provided by the Client to HOM in connection with this Agreement.
- 14.3 HOM will:
- (a) Only use personal information provided by the Client for the purpose of performing the Services;
 - (b) Take reasonable steps to protect personal information from unauthorised access, misuse, or disclosure; and
 - (c) Promptly notify the Client of any actual or suspected data breach involving Client personal information.
- 14.4 On termination or expiry of this Agreement, HOM must, upon the Client's direction, return or destroy Client personal information, subject to any legal obligation to retain records.

15. CONFIDENTIALITY

- 15.1 Each party must keep the other party's Confidential Information strictly confidential and use it only for the purposes of performing this Agreement.
- 15.2 The Client must not directly or indirectly use or disclose any of HOM's Confidential Information (including methodologies, pricing, templates and know-how) except with prior authority.
- 15.3 A party may disclose Confidential Information to its employees, officers, contractors, and advisers who have a genuine need to know it for the purposes of this Agreement, provided those persons are bound by equivalent confidentiality obligations.
- 15.4 The obligations in clause 15.1 do not apply to information that:
- (a) Is or becomes publicly available through no act or omission of the receiving party;
 - (b) Was known to the receiving party prior to disclosure, as evidenced by written records;
 - (c) Is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or
 - (d) Is required to be disclosed by law, court order, or regulatory authority, provided the receiving party gives the disclosing party prompt written notice (where permitted by law) and cooperates to seek confidential treatment.
- 15.5 On the written request of the discloser or termination or expiry of this Agreement, the recipient must promptly return or destroy the discloser's Confidential Information, subject to any legal obligation to retain records.

- 15.6 The obligations in this clause 15 survive termination or expiry of this Agreement for six (6) years.

16. REPRESENTATIONS AND WARRANTIES

- 16.1 Each party represents and warrants to the other that:
- (a) It is duly incorporated or constituted and has full capacity to enter into this Agreement;
 - (b) This Agreement constitutes a valid and binding obligation; and
 - (c) Entering into this Agreement does not violate any law or agreement binding on it.
- 16.2 The Client additionally represents and warrants that:
- (a) All Client Materials provided to HOM are owned by or properly licensed to the Client;
 - (b) The Client Materials do not infringe any third-party Intellectual Property Rights and the use of Client Materials by HOM as permitted under this Agreement will not infringe any third-party rights;
 - (c) All information, claims and representations the Client requires HOM to include in Deliverables are true, accurate and not misleading; and
 - (d) It has all necessary rights, licences, and consents to provide HOM with access to the Digital Accounts, and that HOM's use of them in accordance with this Agreement will not infringe the intellectual property, privacy, or other rights of any third party.
- 16.3 Subject to clauses 16.4 and 16.5 and the *Competition and Consumer Act 2010 (Cth)* (the **Act**) as amended, all express or implied warranties, representations, statements, terms and conditions relating to this Agreement or its subject matter, not contained in this Agreement, are excluded from this Agreement to the maximum extent permitted by Law.
- 16.4 Nothing in this Agreement excludes, restricts, or modifies the operation of any right, remedy, guarantee, or warranty under the Australian Consumer Law that cannot lawfully be excluded, restricted or modified. Any term purporting to do so is void to that extent.
- 16.5 If the Client is a "consumer" within the meaning of the Australian Consumer Law, the consumer guarantees in the Australian Consumer Law apply to the Services, and nothing in this agreement limits or excludes those guarantees.

17. LIABILITY, INDEMNITIES AND CONSUMER GUARANTEES

- 17.1 If any supply by HOM pursuant to this Agreement is a supply of goods or services to a consumer as defined in the Act, then nothing contained in this Agreement excludes, restricts or modifies any condition, warranty, right or remedy which pursuant to the Act applies to this Agreement or is conferred upon the Client, provided that, to the extent the Act permits, if HOM may limit its liability for a breach of a condition or warranty implied by the Act, then HOM's liability for such breach will be limited to:

- (a) In the case of goods supplied pursuant to this Agreement, the payment of the cost of replacing the goods or of acquiring equivalent goods; and
 - (b) In the case of services supplied pursuant to this Agreement, the payment of the cost of having the services supplied again or at the election of HOM the provision of those same services.
- 17.2 HOM's liability arising out of or in connection with this Agreement excludes any Loss arising from or attributable to Client-supplied content, Client-approved claims or Client-directed amendments to the Deliverables.
- 17.3 To the maximum extent permitted by law, HOM's aggregate liability to the Client arising out of or in connection with this Agreement (whether in contract, tort, statute, or otherwise) is capped at the total Fees paid by the Client to HOM in the twelve (12) months immediately preceding the event giving rise to the claim.
- 17.4 To the maximum extent permitted by law, neither party is liable to the other for indirect, special, incidental, or Consequential Loss or damage, including loss of profit, revenue, goodwill, data, opportunity, or anticipated savings, even if advised of the possibility of such loss.
- 17.5 The Client indemnifies HOM and holds it harmless from and against any Loss (including legal fees on an indemnity basis) arising out of or in connection with:
 - (a) Any breach by the Client of this Agreement;
 - (b) The Client's use of Deliverables in a manner not approved by HOM or inconsistent with this Agreement;
 - (c) Any Client Material, including any claim that such Client Material infringes the Intellectual Property Rights of a third party or is inaccurate, defamatory or misleading;
 - (d) Any inaccurate or misleading information provided to HOM by the Client;
 - (e) The Client's breach of any third-party platform terms; or
 - (f) Any regulatory or legal action arising from content in a Deliverable specified or approved by the Client.
- 17.6 HOM indemnifies the Client from and against any claims, losses, damages, costs, and expenses arising out of or in connection with:
 - (a) Any gross negligence, wilful misconduct or fraudulent act of HOM; or
 - (b) HOM's infringement of a third-party's Intellectual Property Rights in a Deliverable, except where such infringement arises from Client Materials or content specified by the Client or it could not have been readily ascertained by HOM using ordinary commercial practice.

18. TERM

- 18.1 This Agreement commences on the Effective Date and continues until terminated in accordance with clause 19 (**Term**).
- 18.2 Where the Services include Retainer Services, the client's engagement of HOM to provide Retainer Services commences on the Effective Date and continues for an initial period of 12 months (**Retainer Term**), unless earlier terminated in accordance with clause 19.
- 18.3 Following the Retainer Term, the client's engagement of HOM to provide Retainer Services automatically renews for successive periods of 12 months (each a **Further Retainer Term**) unless and until either party gives the other not less than thirty (30) days' written notice prior to the end of the then-current retainer term. The Monthly Retainer and hourly rates payable during any Further Retainer Term will be calculated by reference to HOM's standard hourly rates in force at the commencement of the relevant Further Retainer Term. This agreement may be terminated during any Further Retainer Term in accordance with clause 19.
- 18.4 In the event the Client is a "small business" in terms of the Australian Consumer Law, clause 18.3 will not apply.

19. TERMINATION

- 19.1 Either party may terminate this Agreement for convenience on thirty (30) days' written notice to the other party.
- 19.2 If the Client terminates this Agreement, the Client must pay all Fees, Expenses, Third-Party Costs and any other moneys payable under this Agreement incurred up to the date of termination, including Project Fees for work in progress or completed but not yet invoiced under any SOW.
- 19.3 A party may terminate this Agreement immediately by written notice if the other party:
- (a) Commits a material breach and fails to remedy it within thirty (30) days of receiving written notice requiring remedy;
 - (b) Becomes insolvent, enters into liquidation, administration, receivership, or a creditor's scheme, or ceases to carry on business; or
 - (c) Engages in fraudulent, unlawful, or seriously reputationally damaging conduct.
- 19.4 Upon termination or expiry of this Agreement:
- (a) All licences granted under this Agreement cease immediately, except to the extent the Client has paid for and (if applicable) taken ownership of completed Deliverables;
 - (b) Each party must promptly return or destroy the other's Confidential Information, subject to any legal obligation to retain records;
 - (c) All Fees accrued and owing prior to termination remain payable;

- (d) No refund of Monthly Retainer fees paid in advance will be provided; and
 - (e) Each party must take reasonable steps to unwind any Digital Account or other third-party platform access or authorisations granted to HOM. In this regard, HOM will:
 - (i) Restore full administrative control of each Digital Account to the Client or the Client's nominated representative;
 - (ii) Remove its access from the Digital Accounts; and
 - (iii) Securely delete any Client credentials held by HOM, except where retention is required by law.
- 19.5 Clauses 13 (Intellectual Property), 15 (Confidentiality), 16 (Warranties), 17 (Liability, Indemnities), 19.2 and 19.4 (Termination), 20 (Dispute Resolution), and 24 (General) survive termination or expiry of this Agreement.
- 19.6 Termination of this Agreement does not affect any accrued rights or remedies of either party.

20. DISPUTE RESOLUTION

- 20.1 If a dispute arises under this Agreement, the party claiming a dispute exists must give the other written notice setting out the nature of the dispute. The parties must attempt to resolve the dispute by good faith negotiation within five (5) Business Days of that notice.
- 20.2 If the dispute is not resolved by negotiation within the period in clause 20.1, either party may refer the dispute to mediation in accordance with the Resolution Institute Mediation Rules. The mediation must be conducted in Brisbane. The mediator must be agreed by the parties or, failing agreement within five (5) Business Days, appointed by the Chair of the Resolution Institute (**Chair**) or the Chair's nominee.
- 20.3 If the dispute is not resolved within twenty (20) Business Days after the mediation commences, either party may commence legal proceedings in a court of competent jurisdiction.
- 20.4 The parties must pay the mediator's remuneration in equal shares. Each party must pay its own costs of the mediation.
- 20.5 Nothing in this clause 20 prevents either party from seeking urgent injunctive or interlocutory relief or exercising its right to terminate this Agreement under clause 19.
- 20.6 Each party must continue performing its obligations under this Agreement during any dispute, to the extent practicable.

21. GUARANTEE AND INDEMNITY FOR PRIVATE CORPORATE CLIENTS

- 21.1 If the Client is a corporation, other than a public company, government, government agency, incorporated statutory body/authority, association, liquidator, receiver or charity, then each person that signs this Agreement on behalf of the Client also signs in their personal capacity and:

- (a) Jointly and severally indemnifies HOM against the non-payment of all Fees, Expenses. Third-Party Costs and all other moneys payable under this Agreement by the Client; and
- (b) Undertakes and guarantees to pay any such Fees, Expenses, Third-Party Costs and other moneys payable under this Agreement that remain outstanding from time to time.

22. PPSA

- 22.1 This clause applies to the extent that this Agreement provides for a Security Interest for the purposes of the PPSA.
- 22.2 In consideration of HOM agreeing to supply the Deliverables to the Client, the Client grants to HOM, at HOM's discretion, a Security Interest or PMSI in the Deliverables.
- 22.3 The Client must:
 - (a) Not register, or permit to be registered, any Security Interest in the Deliverables without the prior written consent of HOM;
 - (b) At its own cost, do anything which HOM considers reasonably necessary to ensure that HOM's Security Interest attaches to the Deliverables, is enforceable, perfected and otherwise effective and has the priority required by HOM;
 - (c) Perform any of its obligations under the PPSA, and enable HOM to exercise or enforce any of its rights in relation to its Security Interest or the Deliverables.
- 22.4 The rights of HOM under this Agreement are in addition to and not in substitution for HOM's rights under other Law (including the PPSA) and HOM may choose whether to exercise rights under this Agreement, and/or under other Law, as it sees fit;
- 22.5 The Client acknowledges that if HOM's interest under this Agreement, and any other related document(s), is a Security Interest for the purposes of the PPSA then that Security Interest relates to the Personal Property and all Proceeds of any kind and this Agreement is a security agreement for the purposes of the PPSA;
- 22.6 HOM may register its Security Interest on the PPSR (including, without limitation, as a PMSI). The Client must do anything (such as obtaining consents and signing documents) which HOM requires for the purposes of:
 - (a) Ensuring that HOM Security Interest is enforceable, perfected and otherwise effective under the PPSA;
 - (b) Enabling HOM to gain first priority (or any other priority agreed to by HOM in writing) for its security interest; and
 - (c) Enabling HOM to exercise rights in connection with the Security Interest;
- 22.7 The Client must pay on demand to HOM the Documentation Costs;

- 22.8 If Chapter 4 of the PPSA does apply to the enforcement of a Security Interest arising under or in connection with this Agreement then to the maximum extent permitted by Law, the Client agrees that sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132(3)(d), 132(4), 134(1); 135, 142 and 143 and Division 6 of Part 4.3 of the PPSA will not apply to the enforcement of that Security Interest;
- 22.9 Where a person is a Controller in relation to the Personal Property, the parties agree, to the maximum extent permitted by Law, that Part 4.3 of the PPSA will not apply to the enforcement of any Security Interest in the Personal Property by that Controller;
- 22.10 The Client waives its right (including, without limitation, under s 275) to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded;
- 22.11 The Client must not assign or grant a Security Interest in this Agreement or any of its rights or obligations under this Agreement without the prior written consent of HOM; and
- 22.12 The Client must not create, purport to create or permit to be created any Security Interest in the Deliverables or lease, hire, bail, sell, resell, transfer or give possession of the Deliverables to anyone else other than with the express written consent of HOM.

23. MODERN SLAVERY

- 23.1 The parties must comply with Modern Slavery Laws during the Term.
- 23.2 Each party warrants to the other that it has not been (and is not likely to be) subject to any adverse finding, enforcement action or any legal claim by or through any person or relevant Authority connected to Modern Slavery Laws.

24. GENERAL

- 24.1 This Agreement is governed by the laws of Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and any courts with appellate jurisdiction from them.
- 24.2 This Agreement (including its Schedules and all SOWs) constitutes the entire agreement between the parties about its subject matter and supersedes all prior discussions, representations, proposals, and agreements relating to that subject matter. Each party has entered into this agreement without relying on any representation by any other party or any person purporting to represent that party.
- 24.3 No amendment to this Agreement is effective unless it is in writing and signed by both parties.
- 24.4 The Client must not assign or novate this Agreement or any rights or obligations under it without HOM's prior written consent, which must not be unreasonably withheld. HOM may assign this Agreement to a related body corporate or to a purchaser of all or substantially all of its business without the Client's consent. Any purported assignment in breach of this clause is void.

- 24.5 A failure or delay by a party to exercise any right under this Agreement does not operate as a waiver. A waiver is only effective if given in writing.
- 24.6 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision is severed and the remaining provisions continue in full force and effect.
- 24.7 Notices must be in writing and delivered by hand, registered post or email to the addresses outlined in the SOW. If the intended recipient has notified a changed address, then the communication must be to that address. A notice is taken to be received: if delivered by hand, on delivery; if sent by pre-paid post, on the fifth (5th) Business Day after posting; and if sent by email, at the time the email is sent, unless the sender receives an automated message that the email has not been delivered.
- 24.8 Neither party is liable for any delay or failure to perform its obligations (other than payment obligations) to the extent caused by a Force Majeure Event, provided the affected party gives prompt written notice and uses reasonable endeavours to mitigate the impact.
- 24.9 This Agreement may be executed in counterparts, each of which is an original and all of which together form one agreement. Electronic signatures are binding.
- 24.10 Except as otherwise provided in this Agreement, each party will bear its own costs and disbursements of or incidental to the negotiation, preparation, execution, stamping and registration of this Agreement, and all other matters and agreements referred to in this Agreement.
- 24.11 Each party must do all things and execute all documents reasonably required to give full effect to this Agreement.

SCHEDULE 1 STATEMENT OF WORK TEMPLATE

This Statement of Work incorporates, and is subject to, the General Terms and Conditions at [INSERT web address for the General Terms and Conditions on HOM website] (**General Terms and Conditions**) as may be varied from time to time.

HOM	Name	
	Address	
	Email	
	Phone	
	Primary Contact Name	
	Primary Contact Email	
	Primary Contact Phone	
	Client	Name
Address		
Email		
Phone		
Primary Contact Name		
Primary Contact Email		
Primary Contact Phone		
SOW Reference No.		[INSERT]
Effective Date	[INSERT]	
Project Name	[INSERT]	
Project Description	[INSERT brief description of the project]	

Services	1. Retainer Services as set out in Schedule 11 (Retainer Services). 2. [Marketing strategy & planning] 3. [Website planning] Any item not expressly listed above is excluded from scope and may only be added by way of a written variation, signed by both Parties.																
Deliverables	[INSERT detailed list of deliverables*], eg 1. [Graphic Design][Print Materials] 2. [Presentation decks and pitch materials] 3. [Corporate headshots] 4. [Promotional videos] <i>* Note: Deliverables are defined as the outputs, designs, creative works, advertising, marketing communication, influencer content, promotional material, campaigns, reports, analysis, strategies, content, website content, graphics, photographs, video, copywriting, documents, papers and other materials or works created or produced by HOM in the course of providing the Services.</i>																
Fees (excl. GST)	1. Monthly Retainer <table border="1" data-bbox="395 884 1444 1368"> <tr> <td>Monthly Retainer (exc. GST)</td><td>\$(INSERT)</td></tr> <tr> <td>First Invoice Date</td><td>[INSERT DATE]</td></tr> <tr> <td>Invoicing Date</td><td>1st Business Day of each calendar month</td></tr> <tr> <td>Payment Due</td><td>24 days from invoice date</td></tr> <tr> <td>Unused Hours / Carryover Policy</td><td>[e.g. Hours do not carry over / Up to X hours may be carried over with 14 days notice - INSERT]</td></tr> <tr> <td>Method of payment</td><td>For Direct Deposit: House of Marketing Pty Ltd Westpac Banking Corporation, Coorparoo Branch Qld 4151 BSB 034 037 ACCOUNT 367493</td></tr> </table> HOM will provide the Retainer Services on an ongoing basis during the Retainer Term in exchange for payment of the Monthly Retainer. 2. Project Fees \$(INSERT) [fixed / estimated / estimated with cap] 3. Third-Party Costs Handling Fee <table border="1" data-bbox="395 1704 1444 1843"> <tr> <td>Third-Party Costs Handling Fee</td><td>[e.g. 10% of Third-Party Costs / Nil - INSERT]</td></tr> <tr> <td>Media Spend authorisation process</td><td>[e.g. Written approval required- INSERT]</td></tr> </table> All Fees are exclusive of GST. GST is payable in addition to the stated Fees, in accordance with the General Terms and Conditions. Fees are payable in accordance with the payment terms set out in the General Terms and Conditions.	Monthly Retainer (exc. GST)	\$(INSERT)	First Invoice Date	[INSERT DATE]	Invoicing Date	1st Business Day of each calendar month	Payment Due	24 days from invoice date	Unused Hours / Carryover Policy	[e.g. Hours do not carry over / Up to X hours may be carried over with 14 days notice - INSERT]	Method of payment	For Direct Deposit: House of Marketing Pty Ltd Westpac Banking Corporation, Coorparoo Branch Qld 4151 BSB 034 037 ACCOUNT 367493	Third-Party Costs Handling Fee	[e.g. 10% of Third-Party Costs / Nil - INSERT]	Media Spend authorisation process	[e.g. Written approval required- INSERT]
Monthly Retainer (exc. GST)	\$(INSERT)																
First Invoice Date	[INSERT DATE]																
Invoicing Date	1st Business Day of each calendar month																
Payment Due	24 days from invoice date																
Unused Hours / Carryover Policy	[e.g. Hours do not carry over / Up to X hours may be carried over with 14 days notice - INSERT]																
Method of payment	For Direct Deposit: House of Marketing Pty Ltd Westpac Banking Corporation, Coorparoo Branch Qld 4151 BSB 034 037 ACCOUNT 367493																
Third-Party Costs Handling Fee	[e.g. 10% of Third-Party Costs / Nil - INSERT]																
Media Spend authorisation process	[e.g. Written approval required- INSERT]																

Standard hourly rates	HOM's current standard rates are displayed below. Rates may be revised at HOM's discretion and the Client will be notified accordingly.	
	Role	Hourly rate (excl. GST)
	Website Developer	\$(INSERT)
	Photographer/Videographer	\$(INSERT)
	Graphic Designer	\$(INSERT)
	Marketing Assistant	\$(INSERT)
	Marketing Coordinator	\$(INSERT)
	Marketing Manager	\$(INSERT)
	Senior Marketing Manager	\$(INSERT)
	Director	\$(INSERT)
Payment Milestones for Fees other than the Monthly Retainer	[e.g. 50% on execution / 50% on final delivery - INSERT]	
Estimated Third-Party Costs	\$(INSERT or "To be agreed")	
Third-Party Costs Handling Fee	[e.g. 10% of Third-Party Costs / Nil - INSERT]	
Media Spend authorisation process	[e.g. Written approval required - INSERT]	
Estimated Completion Date	[INSERT] Dates are estimates only and may be adjusted by HOM, including but not limited to where delays are caused by the Client's failure to provide timely access, data, decisions, or resources reasonably required by HOM.	
Key Milestones	[INSERT]	
Client Approvals Required	[INSERT approval process and timeframes]	
Special Conditions	[INSERT or "Nil"]	

This Statement of Work is entered into pursuant to, and is governed by, the General Terms and Conditions. This Statement of Work and the General Terms and Conditions form the Agreement between HOM and the Client (together, the Parties).

This Statement of Work sets out the specific Services to be provided to the Client, together with the associated Fees, timelines and responsibilities.

Capitalised terms used but not defined in this Statement of Work have the meaning given to them in the General Terms and Conditions.

This Statement of Work, together with the General Terms and Conditions, constitutes the entire agreement between the Parties in respect of the Services described in this Statement of Work.

In the event of any inconsistency between this Statement of Work and the General Terms and Conditions, the terms of the General Terms and Conditions will prevail, except to the extent that this Statement of Work expressly states that a specified provision is intended to vary the General Terms and Conditions, in which case this Statement of Work prevails solely in relation to that provision.

By signing below, each party agrees to be bound by this Statement of Work on the General Terms and Conditions.

Signed for and on behalf of HOM:

Signature:

Full Name:

Title / Position:

Date:

Address for Notices:

Email for Notices:

Signed for and on behalf of [Client] who states they have authority to bind [Client] :

Signature:

Full Name:

Title / Position:

Date:

Address for Notices:

Email for Notices:

Annexure A to Statement of Work

1. Retainer Services

The Monthly Retainer covers the following services:

Digital Marketing:	• [e.g. Social media management - [INSERT PLATFORMS] - [INSERT number] posts per month per platform] • [e.g. Paid advertising management - Google Ads, Meta Ads, Microsoft Ads - up to \$[INSERT] Media Spend per month] • [e.g. Search engine optimisation (SEO) - [INSERT scope, e.g. on-page and technical SEO, monthly blog content, landing page guidance]] • [e.g. Email marketing - [INSERT number] campaigns per month via [INSERT platform]] • [e.g. Analytics monitoring and monthly reporting] • [e.g. Technical and AI-informed marketing support]
Traditional Marketing:	• [e.g. Brand strategy and campaign planning] • [e.g. Copywriting and content creation and updates for print or broadcast] • [e.g. Media planning and buying for traditional channels] • [e.g. Public relations - [INSERT scope, e.g. press release drafting, media pitching]] • [e.g. Event marketing support - [INSERT scope]] • [e.g. Professional branded materials across digital and print, including brochures, proposals, presentations, tenders, sales collateral, branded documents and capability statements] • [e.g. Campaigns and promotional activity] • [e.g. Sales and business development support]

HOM will provide the Retainer Services on an ongoing basis during the Retainer Term in exchange for payment of the Monthly Retainer. The Retainer Services include only the scope described above. The Retainer Term commences on the Effective Date and continues for an initial period of 12 months (unless earlier terminated in accordance with the General Terms and Conditions) and renews in accordance with the General Terms and Conditions.

2. Resource Allocation

HOM will allocate the following resources to the Retainer Services:

Allocated hours per month	[INSERT] hours
Primary account contact	[INSERT NAME / ROLE]

Supporting team members	[INSERT]
--------------------------------	----------

Additional resources beyond those specified above may be purchased at HOM's then current rates, as agreed in writing.

3. Reporting

Monthly performance report	Delivered by [e.g. 10th] of the following month
Report contents	[e.g. Social media performance, paid media results, SEO rankings, email open rates, website traffic - INSERT]
Reporting platform access	[e.g. Google Analytics 4, Agency dashboard, Looker Studio link - INSERT]
Quarterly strategy review	[e.g. Video call to review performance and plan next quarter - INSERT or N/A]