



These Standard Terms & Conditions apply to all services provided by A.I. LAMB Pty Ltd ABN 14 644 792 709 ("A.I. LAMB", "we", "us" or "our") unless otherwise agreed in writing.

These terms are incorporated into all proposals, statements of work, engagement letters, investment summaries and related documents issued by A.I. LAMB ("Proposal").

Definitions

In these Terms:

Client means the person or entity engaging A.I. LAMB to provide the Services.

Effective Date means the earlier of the date the Client:

- a) accepts a Proposal;
- b) instructs A.I. LAMB to commence work; or
- c) otherwise engages A.I. LAMB to provide the Services.

Proposal means any proposal, statement of work, engagement letter, quotation or similar document issued by A.I. LAMB describing the Services and applicable fees.

Services means the services described in the applicable Proposal.

1. Acceptance

1.1 These terms apply when the Client:

- a) signs a Proposal;
- b) instructs A.I. LAMB to commence work; or
- c) otherwise engages A.I. LAMB to provide services.

1.2 In the event of inconsistency between these terms and a Proposal, these standard terms & conditions will prevail to the extent of the inconsistency.

1.3 Acceptance of a Proposal may occur electronically, including by email confirmation,

digital signature, written instruction to commence work, issue of a purchase order or payment of an invoice.

2. Services

2.1 A.I. LAMB will provide the services described in the applicable Proposal ("Services").

2.2 The Client acknowledges that A.I. LAMB provides advisory, consulting, strategy, commercialisation, go-to-market, research, marketing and related business services.

2.3 A.I. LAMB will perform the Services with due care, skill and professionalism consistent with industry standards.

2.4 Unless expressly stated otherwise, A.I. LAMB does not warrant or guarantee:

- a) commercial success;
- b) sales outcomes;
- c) funding outcomes;
- d) project awards;
- e) market penetration; or
- f) any specific business result.

2.5 A.I. LAMB may engage employees, contractors, specialist consultants or third-party service providers in connection with the provision of the Services.

3. Client Responsibilities

3.1 The Client must:

- a) provide timely access to information, personnel and systems reasonably required for the Services;
- b) ensure information supplied to A.I. LAMB is accurate and complete;
- c) make decisions and provide approvals within reasonable timeframes; and
- d) comply with all applicable laws and regulations.



3.2 A.I. LAMB is entitled to rely on information supplied by the Client without independent verification.

3.3 Delays caused by the Client may result in revised timing, scope or fees.

4. Fees & Payment

4.1 Fees are as set out in the Proposal.

4.2 Unless otherwise stated:

- a) all fees are exclusive of GST;
- b) invoices are payable within fourteen (14) days of issue; and
- c) overdue invoices may incur interest at 2% per annum above the Reserve Bank of Australia cash rate.

4.3 A.I. LAMB may suspend Services where:

- a) invoices remain unpaid beyond agreed terms
- b) abuse towards any of A.I. LAMB staff
- c) frequent and unilateral changes to scope

4.4 The Client is not entitled to withhold payment due to any dispute unless required by law.

4.5 For ongoing retainers or recurring engagements, A.I. LAMB may review and adjust fees annually on each anniversary of the commencement date by the greater of:

- a) the Australian Consumer Price Index (CPI); or
- b) five percent (5%).

5. Expenses

5.1 The Client agrees to reimburse A.I. LAMB for all reasonable pre-approved out-of-pocket expenses incurred in connection with the Services.

5.2 Reimbursable expenses may include, without limitation:

- a) flights;
- b) accommodation;
- c) meals while travelling;
- d) vehicle hire and transport;
- e) event attendance costs;
- f) freight and shipping;
- g) printing and production costs;
- h) third-party software or tools; and
- i) other agreed project-related expenses.

5.3 Unless otherwise agreed, reimbursable expenses will be invoiced at cost.

6. Variations & Additional Services

6.1 The Client acknowledges that project requirements may evolve during the engagement.

6.2 Services outside the agreed scope may be provided upon mutual agreement and charged:

- a) at agreed rates;
- b) under a revised Proposal; or
- c) on a time and materials basis.

6.3 A.I. LAMB is not obliged to perform work outside scope until agreed by the parties.

6.4 Repeated revisions, delayed feedback, changes to assumptions, expanded stakeholder involvement or material changes to project requirements may constitute a variation to scope and may result in revised fees, timelines or deliverables.

7. Intellectual Property

7.1 A.I. LAMB retains ownership of all pre-existing intellectual property, methodologies, frameworks, templates, know-how, processes, tools and materials developed independently of the Services ("A.I. LAMB IP").



7.2 Upon full payment of all fees, the Client is granted a non-exclusive licence to use deliverables created specifically for the Client for its internal business purposes.

7.3 Unless otherwise agreed in writing, ownership of A.I. LAMB IP remains with A.I. LAMB.

7.4 The Client must not reproduce, distribute or commercialise A.I. LAMB IP without prior written consent.

7.5 A.I. LAMB may withhold delivery, transfer or release of final deliverables, materials, reports, strategic outputs, files or other work product until all outstanding fees and expenses relating to the engagement have been paid in full.

8. Confidentiality

8.1 Each party must keep confidential all non-public information disclosed by the other party in connection with the Services.

8.2 Confidential information may only be used for the purposes of the engagement.

8.3 This clause does not apply to information which:

- a) is publicly available other than through breach of these terms;
- b) was already known to the receiving party;
- c) is independently developed; or
- d) must be disclosed by law.

8.4 Unless otherwise agreed in writing, A.I. LAMB may reference the Client relationship in capability statements, case studies, credentials and marketing materials.

9. Artificial Intelligence & Technology Tools

9.1 A.I. LAMB may utilise commercially available artificial intelligence, automation and machine-learning tools to assist in the provision of the Services, including for drafting,

analysis, research, summarisation and administrative support.

9.2 A.I. LAMB will take commercially reasonable steps to ensure Client Confidential Information is handled appropriately and will not knowingly disclose highly sensitive confidential information to publicly available AI systems where such information may be retained for model training or broader public use.

9.3 The Client acknowledges that A.I. LAMB may use approved business-grade technology platforms and software providers located within or outside Australia in connection with the Services.

9.4 The Client remains responsible for ensuring any information supplied to A.I. LAMB may lawfully be shared for the purposes of the engagement.

10. Liability

10.1 To the maximum extent permitted by law, A.I. LAMB excludes all implied warranties, guarantees and conditions except those that cannot lawfully be excluded.

10.2 A.I. LAMB's aggregate liability arising from or in connection with the Services, whether in contract, tort (including negligence), statute or otherwise, is limited to the total fees paid by the Client under the applicable Proposal during the twelve (12) months preceding the claim.

10.3 To the maximum extent permitted by law, A.I. LAMB is not liable for any:

- a) indirect loss;
- b) consequential loss;
- c) loss of profit;
- d) loss of revenue;
- e) loss of opportunity;
- f) business interruption;
- g) reputational damage; or
- h) loss of anticipated savings,



arising from or connected with the Services.

10.4 The Client acknowledges that business, commercial and market outcomes are influenced by factors beyond A.I. LAMB's control.

11. Indemnity

11.1 The Client indemnifies A.I. LAMB against any claims, losses, liabilities, damages or expenses arising from:

- a) inaccurate or incomplete information supplied by the Client;
- b) the Client's breach of these Terms;
- c) misuse of deliverables or advice by the Client;
- d) breach of law by the Client; or
- e) injury, loss or damage occurring at Client-controlled sites or premises, except to the extent caused by A.I. LAMB's negligence.

11.2 A.I. LAMB is not responsible for decisions made by the Client based on recommendations, advice or materials provided during the engagement.

12. Insurance

12.1 A.I. LAMB maintains insurance coverage customary for the Services being provided, including:

- a) Professional Indemnity Insurance;
- b) Public Liability Insurance; and
- c) Workers Compensation Insurance.

12.2 Certificates of currency may be provided upon reasonable request.

13. Term & Termination

13.1 Unless otherwise stated in the Proposal:

a) ongoing retainers continue until terminated by either party on thirty (30) days written notice; and

b) fixed scope engagements continue until completion of the agreed Services.

13.2 Either party may terminate immediately where the other party:

- a) commits a material breach incapable of remedy;
- b) fails to remedy a material breach within fourteen (14) days of notice; or
- c) becomes insolvent.

13.3 If an engagement is terminated:

- a) the Client must pay for all Services performed up to the termination date;
- b) the Client must reimburse committed or non-cancellable expenses; and
- c) accrued rights and obligations survive termination.

14. Non-Solicitation

14.1 During the engagement and for twelve (12) months following completion or termination, the Client must not directly solicit or employ A.I. LAMB personnel involved in the Services without prior written consent.

14.2 This clause does not restrict general market recruitment activities not specifically targeted at A.I. LAMB personnel.

15. Independent Contractor

15.1 A.I. LAMB acts as an independent contractor.

15.2 Nothing in these Terms creates:

- a) a partnership;
- b) employment relationship;
- c) agency relationship; or
- d) joint venture,

between the parties.

15.3 A.I. LAMB is not authorised to bind the Client unless expressly agreed in writing.



16. Force Majeure

16.1 Neither party is liable for delay or failure to perform obligations caused by events beyond reasonable control, including:

- a) natural disasters;
- b) industrial disputes;
- c) pandemics;
- d) transport disruptions;
- e) government restrictions;
- f) telecommunications outages; or
- g) failures of third-party service providers.

16.2 Obligations affected by a force majeure event are suspended for the duration of the event.

17. General

17.1 These Terms and any applicable Proposal are governed by the laws of Western Australia, Australia.

17.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of Western Australia and the Commonwealth of Australia.

17.3 If any provision of these Terms is held unenforceable, the remaining provisions continue in full force and effect.

17.4 These Terms and the applicable Proposal constitute the entire agreement between the parties.

17.5 Any amendment to these Terms must be agreed in writing.

17.6 A.I. LAMB may update these Terms from time to time. Updated Terms apply to new engagements and renewals from the effective date published on A.I. LAMB's website.