TERMS OF TRADE

Standard Terms of Trade

Terms that apply to every engagement
between Intelligent Choice and its clients.

Issued by

Intelligent Choice AI Consulting

ABN 78 462 883 855

Version 1.2 | November 2026

1. Definitions and interpretation

1.1 These terms apply to every engagement between Intelligent Choice and the Client, unless a signed Phase Schedule says otherwise.

Agreement means these Standard Terms of Trade, the relevant Phase Schedule, and any signed Change Request.

Background IP has the meaning given in clause 6.1.

Business Day means a day other than a Saturday, Sunday or public holiday in the state or territory set out in the Phase Schedule.

Change Request means a written change to the Scope, Phase Fee or timetable, signed by both parties.

Client means the business named in the Phase Schedule.

Client Data means information, files and records the Client or its personnel provide to the Consultant.

Confidential Information means non-public information disclosed by one party to the other, in any form, that is marked confidential or would reasonably be expected to be confidential.

Consultant means Intelligent Choice, trading under the registered business name Intelligent Choice AI Consulting, ABN 78 462 883 855.

Consultant Tools has the meaning given in clause 6.1.

Deliverable means a document, model, prototype or other output that the Consultant provides under a Phase Schedule and that is listed in that Schedule.

Foreground IP has the meaning given in clause 6.2.

Intellectual Property means all intellectual property rights, whether registered or unregistered, including copyright, patents, trade marks, designs, trade secrets and know-how, anywhere in the world.

Personnel means employees, contractors and subcontractors engaged by a party.

Phase means one of the four stages of the Consultant's engagement: Discover, Blueprint, Prove and Procure, as described in clause 2.

Phase Fee means the fee set out in the Phase Schedule, plus GST.

Phase Schedule means the written schedule for a Phase, signed by both parties, that sets out the Scope, Deliverables, Phase Fee, timetable and any Client responsibilities for that Phase.

Scope means the services described in the relevant Phase Schedule.

Services means the services the Consultant performs within the Scope.

1.2 In these terms, headings are for convenience only; "including" does not limit the words that come before it; and a reference to legislation includes its amendments and replacements.

2. Engagement structure and the four phases

2.1 **Phased engagement.** The Services are delivered in up to four Phases, in this sequence:

- **Discover:** a structured assessment of the Client's business problems, processes, data, people and readiness, producing a Readiness Summary. Indicative fixed fee: $5,000 + GST.
- **Blueprint:** a written Solution Blueprint setting out the recommended AI approach, options, process changes, risks and business case. Indicative fixed fee: $12,000 + GST.
- **Prove:** a time-boxed proof of concept testing the highest-value use case from the Blueprint, producing a Proof-of-Concept Report with measured results and a go / no-go recommendation. Indicative fixed fee: $15,000 + GST.
- **Procure:** preparation of a Request for Proposal and supporting tender materials, and assistance evaluating vendor or builder responses. Indicative fixed fee: $10,000 + GST.

2.2 **Indicative pricing.** The fees in clause 2.1 are indicative only. The binding fee for any Phase is the Phase Fee stated in a signed Phase Schedule.

2.3 **Phase Schedules.** A Phase starts only when the Client and the Consultant have signed a Phase Schedule (or an electronically accepted equivalent). Each Phase Schedule sets out the Phase Scope, Deliverables, Phase Fee, timetable, assumptions and Client dependencies, and forms part of this Agreement.

2.4 **Stage gates.** At the end of each Phase the Consultant presents its Deliverables and recommendation. The Client decides whether to proceed. Unless a Phase Schedule says otherwise, no Phase automatically follows another.

2.5 **Stopping after any Phase.** The Client may stop after any Phase by written notice. The Client pays for Services performed and Deliverables provided up to the date of that notice, including a pro-rata share of the Phase Fee for any incomplete Phase, under clause 13.

2.6 **No obligation to proceed.** Nothing in this Agreement obliges the Client to commence or continue any Phase, or to engage the Consultant to build, implement or procure any technology.

2.7 **Variations to phase structure.** The Client and the Consultant may agree in a Phase Schedule to combine or omit Phases, or to use a fixed-price, capped time-and-materials or retainer basis, provided the terms are recorded in writing.

3. Fees, invoicing and payment

3.1 **Fees.** The Client will pay the Phase Fee for each Phase in the relevant Phase Schedule. Unless stated otherwise, all fees are exclusive of GST. GST is payable in addition at the applicable rate on receipt of a valid tax invoice.

3.2 **Invoicing and deposits.** The Consultant will invoice as set out in the Phase Schedule. Unless the Phase Schedule states otherwise, 50% of the Phase Fee is payable on signing, with the balance on delivery.

3.3 **Payment terms.** Each invoice is payable within 14 days of the invoice date, by electronic funds transfer to the account nominated on the invoice.

3.4 **Late payment.** If an undisputed amount is not paid by its due date, the Consultant may charge simple interest at 10% per annum from the due date until payment. The Consultant may also exercise its rights under clause 3.6 after giving written notice.

3.5 **Disbursements and third-party costs.** The Client will reimburse reasonable out-of-pocket expenses that the Client has approved in writing in advance, such as travel outside the Melbourne metropolitan area, venue hire and approved software trials. Third-party software, cloud, licence and data costs are payable by the Client directly or reimbursed at cost, as stated in the Phase Schedule.

3.6 **Suspension.** If an undisputed invoice remains unpaid for more than 14 days after a written reminder, the Consultant may suspend Services until payment is received. Suspension does not extend any timetable unless the parties agree in writing.

3.7 **Disputed invoices.** If the Client disputes an invoice in good faith, it must notify the Consultant in writing within 7 days of receipt, identifying the disputed amount and reasons. The Client must pay the undisputed portion by the due date. Disputed amounts are resolved under clause 15.

3.8 **Change requests.** Work outside the Phase Scope is performed only under an approved Change Request. Additional work is charged at the daily rate of $1,500 + GST per Consultant day (or part day), or at a fixed price agreed in writing, whichever the parties agree.

3.9 **Estimates.** Any estimate of time or cost is an estimate only. It is not a cap unless the Phase Schedule expressly states that the fee is capped.

4. Scope of Services and exclusions

4.1 **Scope.** The Consultant will perform the Services described in the applicable Phase Schedule, to the standard in clause 9.1. The Phase Scope defines the boundaries of the work.

4.2 **Advisory nature.** The Services are advisory and consultancy services. The Consultant designs plans, assessments, business cases and specifications. Unless a Phase Schedule expressly provides otherwise, the Consultant does not build, code, configure, install, host, integrate or operate any software, system or AI model for the Client.

4.3 **No resale.** The Consultant does not sell, resell or receive commission on any software, hardware, cloud service or vendor product recommended under this Agreement. The Consultant has no financial interest in any vendor it recommends unless it discloses that interest to the Client in writing before the recommendation is made.

4.4 **Exclusions.** Unless expressly included in a Phase Schedule, the Services do not include:

(a) legal, regulatory, compliance, financial, tax, accounting or investment advice;

(b) cyber-security testing, penetration testing or security certification;

(c) data cleansing, data migration or the production of data sets for a third party;

(d) employment, workplace-relations or change-management services beyond the Phase Scope;

(e) the selection, negotiation or contracting of any vendor, builder or contractor on the Client's behalf; and

(f) any work for a person other than the Client.

4.5 **Professional services limit.** Under the Consultant's professional indemnity policy, the Consultant's Services are limited to professional advisory services in the nature of business consulting and AI strategy. Office automation and similar advice is included only to the extent it falls within that classification. The Client acknowledges that the Consultant may decline work that falls outside that classification.

4.6 **Recommendations are for the Client to act on.** The Client is responsible for deciding whether to adopt any recommendation, and for testing and verifying any output before relying on it in its business.

4.7 **Timetable.** Timetables in a Phase Schedule are estimates based on the assumptions stated in it. The Consultant will notify the Client promptly if an assumption changes or a delay is likely.

5. Client responsibilities

5.1 **Cooperation.** The Client will provide the Consultant with timely access to its people, premises, systems, documents and data reasonably required for the Services, and will make decision-makers available for workshops, reviews and sign-off within the timeframes in the Phase Schedule.

5.2 **Accuracy of information.** The Client warrants that information it gives the Consultant is accurate and complete to the best of its knowledge. The Consultant is entitled to rely on that information without independent verification unless the Phase Schedule says otherwise.

5.3 **Decisions and approvals.** The Client is responsible for all business decisions, including whether to proceed with any project, purchase, vendor, or change to its operations, and for the consequences of those decisions.

5.4 **Client-supplied material.** The Client is responsible for the lawfulness of any material, data, software or third-party content it provides, and for obtaining any consents or

licences needed to give it to the Consultant.

5.5 **Delays.** If the Client's delay or failure to meet a Client responsibility affects the Services, the Consultant may adjust the timetable and fees on a reasonable basis by Change Request, and is not liable for the resulting delay.

5.6 **Testing and review.** The Client will review Deliverables within the review period in the Phase Schedule (or 10 Business Days if none is stated) and notify any material non-conformity in writing. Deliverables are taken to be accepted if no notice is given within that period.

6. Intellectual property

6.1 **Background IP.** Each party retains all Intellectual Property that it owned or developed independently of this Agreement (**Background IP**). The Consultant's Background IP includes its frameworks, templates, methodologies, assessment tools, prompts, checklists, and know-how (**Consultant Tools**), whether or not refined in the course of the Services.

6.2 **Foreground IP.** Subject to clauses 6.3 and 6.4, Intellectual Property in the Deliverables created specifically for the Client in performing the Services (**Foreground IP**) is assigned to the Client on payment in full of the fees for the Phase in which that Deliverable is produced. Until then, the Consultant grants the Client a non-exclusive, non-transferable licence to use the Deliverable for its internal business purposes.

6.3 **Licence to Consultant Tools.** To the extent any Consultant Tools are incorporated into a Deliverable, the Consultant grants the Client a perpetual, royalty-free, non-exclusive licence to use, copy and modify those Consultant Tools as part of the Deliverable for the Client's internal business purposes. The Client may not sell or sublicense the Consultant Tools.

6.4 **Reusable assets.** The Consultant may reuse general know-how, skills, and non-confidential learnings from the Services. The Consultant will not reuse the Client's Confidential Information or identify the Client without written consent.

6.5 **Third-party material.** Deliverables may include third-party material (including software, data and public-domain content). Third-party material remains subject to its own licence terms, which the Consultant will identify where practicable. The Client is responsible for complying with those terms.

6.6 **AI outputs.** The Client acknowledges that Deliverables may include content generated with the assistance of artificial intelligence tools. The Consultant will review such content before delivery. The Client is responsible for verifying any output before relying on it, and for complying with the terms of any AI tool it uses.

6.7 **Client materials.** The Client retains all Intellectual Property in materials, data and information it provides to the Consultant (**Client Materials**). The Client grants the Consultant a non-exclusive licence to use Client Materials solely to perform the Services.

6.8 **Moral rights.** To the extent permitted by law, the Consultant consents to the Client's use of the Deliverables, and waives its moral rights in them only to the extent necessary for that use.

7. Confidentiality

7.1 **Obligation.** Each party (the **Recipient**) must keep confidential the Confidential Information of the other party (the **Discloser**), must use it only to perform or receive the Services, and must not disclose it except as permitted by this clause 7.

7.2 **Permitted disclosure.** The Recipient may disclose Confidential Information:

(a) to its officers, employees, contractors and professional advisers who need to know it for this Agreement and are bound by confidentiality obligations no less protective than this clause 7;

(b) to its insurers, to the extent necessary for insurance purposes; or

(c) as required by law, a court, or a regulator, provided it (where lawful) gives the Discloser prompt notice and cooperates in seeking protection for the information.

7.3 **Exceptions.** Clause 7.1 does not apply to information that is or becomes public other than through breach of this Agreement, was lawfully known to the Recipient without restriction before disclosure, or is independently developed without use of the Discloser's Confidential Information.

7.4 **Return or destruction.** On request, or on termination, the Recipient must return or securely destroy the Discloser's Confidential Information, except to the extent retention is required by law or held in routine backups, which remain subject to this clause 7.

7.5 **Survival.** This clause 7 survives termination or expiry of this Agreement for 3 years, except that obligations in respect of trade secrets and personal information continue for as long as that information remains confidential or protected by law.

7.6 **Equitable relief.** A breach of this clause 7 may cause harm that damages alone cannot adequately remedy. The Discloser may seek injunctive or other equitable relief without proving actual loss, in addition to any other remedy.

8. Privacy and personal information

8.1 **Privacy.** Each party will be guided by the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), and any applicable State or Territory privacy legislation, to the extent it handles personal information in connection with this Agreement.

8.2 **Client responsibility for personal information.** The Client is responsible for ensuring it is entitled to disclose that information to the Consultant, and has given any required notices, for personal information it provides to the Consultant. The Client will not provide sensitive information (as defined in the Privacy Act) unless the Phase Schedule expressly contemplates it and the parties agree safeguards in writing.

8.3 **Handling by the Consultant.** The Consultant will use personal information only for the Services, will take reasonable steps to protect it from misuse, interference, loss and

unauthorised access, modification or disclosure, and will, where practicable, de-identify or minimise data before it is used in any tool or analysis.

8.4 **Third-party AI and software tools.** The Client acknowledges that the Consultant may use third-party AI, cloud and productivity tools to perform the Services. The Consultant will not input the Client's personal information or Confidential Information into a third-party tool unless (a) the tool's terms restrict use of inputs for model training and provide appropriate security, and (b) the Client has been told which tools are used in the Phase Schedule or otherwise approved in writing.

8.5 **Notifiable data breaches.** Each party will notify the other promptly on becoming aware of an eligible data breach involving personal information held in connection with this Agreement, and will cooperate to assess and respond to it, including under Part IIIC of the *Privacy Act 1988* (Cth) (Notifiable Data Breaches scheme).

8.6 **Security.** Each party will maintain reasonable administrative, technical and physical safeguards appropriate to the sensitivity of the information it holds.

8.7 **Return and deletion.** On termination, or on request, the Consultant will, within 30 days, return or securely delete the Client's personal information and Confidential Information, subject to clause 8.8 and any legal retention requirements.

8.8 **Records the Consultant keeps.** The Consultant keeps a copy of the final Deliverables and of the signed Agreement documents (including each Phase Schedule, any Change Request and these Standard Terms) as its record of the Services performed and of what was agreed. Clause 7 (Confidentiality) continues to apply to every record kept. This clause does not require the Consultant to keep any other personal information.

8.9 **Data-handling summary.** (a) The Client decides what information it provides, and the Consultant uses it only to perform the Services. (b) The tools the Consultant uses are those stated in the Phase Schedule (clause 8.4), and the Consultant will not record a session without the Client's written agreement. (c) Return and deletion are dealt with in clauses 8.7 and 8.8. (d) Clause 8.5 continues to apply, and the Consultant aims to notify the Client within 48 hours of becoming aware of an eligible data breach affecting the Client's information.

9. Warranties and disclaimers

9.1 **Standard of performance.** The Consultant warrants that it will perform the Services with due care and skill, in a professional and workmanlike manner, consistent with the standard reasonably expected of a competent AI and business consultant providing similar services in Australia.

9.2 **Authority.** Each party warrants that it has the power and authority to enter into and perform this Agreement.

9.3 **Australian Consumer Law.** Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, under the *Competition and Consumer Act 2010* (Cth), Schedule 2 (the **Australian Consumer Law**), or any other law that cannot lawfully be excluded. Where the Australian Consumer Law applies to the Services, the

Consultant's liability for breach of a consumer guarantee is limited to re-supplying the Services or paying the cost of having them re-supplied, to the extent permitted by section 64A of that Act.

9.4 **No guarantee of outcomes.** The Consultant does not guarantee any particular result, return on investment, cost saving, productivity gain, accuracy of AI output, or commercial outcome. Estimates, projections and benefit cases are the Consultant's professional opinion based on information available at the time.

9.5 **Third-party products.** The Consultant makes no warranty about any third-party software, AI model, vendor, builder or service that it recommends or tests, and the Client relies on those products at its own risk, subject to clause 9.3.

9.6 **Disclaimer.** Except as expressly stated in this Agreement, and subject to clause 9.3, all warranties, conditions and representations implied by law are excluded to the maximum extent permitted by law.

10. Limitation of liability

10.1 **Cap.** Subject to clauses 10.3 and 10.4, the total aggregate liability of the Consultant arising out of or in connection with this Agreement (whether in contract, tort (including negligence), under statute or otherwise) is limited to the total Phase Fee actually paid by the Client under the Phase Schedule to which the claim relates.

10.2 **Exclusion of indirect loss.** Subject to clauses 10.3 and 10.4, neither party is liable to the other for any indirect or consequential loss, or for loss of profit, revenue, goodwill, anticipated savings or business opportunity, however arising.

10.3 **Non-excludable rights.** Nothing in this Agreement limits any liability that cannot be limited or excluded by law, including under the Australian Consumer Law where it applies.

10.4 **Carve-outs.** The cap in clause 10.1 does not apply to:

(a) the Client's obligation to pay the Phase Fee;

(b) fraud, wilful misconduct or gross negligence; or

(c) death or personal injury caused by negligence.

10.5 **Confidentiality and privacy.** Despite clause 10.1, the total aggregate liability of the Consultant for a breach of clause 7 (Confidentiality) or clause 8 (Privacy) is limited to the Phase Fee agreed in the Phase Schedule to which the claim relates.

10.6 **Client's acknowledgement.** The Client acknowledges that the Phase Fee reflects the allocation of risk in this clause 10, and that the Consultant would not perform the Services without it. The Client is responsible for its own business decisions and their financial consequences.

10.7 **Mitigation.** Each party must take reasonable steps to mitigate any loss it suffers in connection with this Agreement.

10.8 **Scope.** This clause 10 applies to the extent permitted by law.

11. Insurance

11.1 **Consultant's insurance.** The Consultant will maintain, for the term of this Agreement and for 2 years after it ends:

(a) professional indemnity insurance with a limit of not less than $1,000,000 for each claim and in the aggregate; and

(b) public liability insurance with a limit of not less than $10,000,000 for each occurrence.

11.2 **Certificates.** On request, the Consultant will provide a certificate of currency for each policy.

11.3 **Scope of cover.** The Client acknowledges that the Consultant's policies may exclude or limit cover for work outside the classification of the Services in the policy, and that the Consultant may decline work outside that classification (see clause 4.5).

11.4 **Client's insurance.** The Client is responsible for insuring its own business, premises, systems and data, and for any cover it wishes to hold for the outcomes of its own decisions.

11.5 **Notification.** The Consultant will notify the Client promptly if any policy referred to in clause 11.1 is cancelled, not renewed, or reduced below the amounts stated.

12. Personnel and subcontractors

12.1 **Personnel.** The Consultant may perform the Services personally or through its personnel. The Consultant remains responsible for the performance of the Services and for the acts and omissions of its personnel.

12.2 **Subcontractors.** The Consultant may engage a subcontractor to perform part of the Services only with the Client's prior written consent (not to be unreasonably withheld), and only if the subcontractor is bound by confidentiality and privacy obligations no less protective than this Agreement.

12.3 **Client personnel.** The Client will not solicit for employment any member of the Consultant's personnel who worked on the Services, for 12 months after the end of the relevant Phase, without the Consultant's written consent. This clause does not restrict general advertising not targeted at such personnel.

12.4 **Independent contractor.** The Consultant is an independent contractor. Nothing in this Agreement creates an employment, agency or partnership relationship between the parties.

13. Term and termination

13.1 **Term.** This Agreement starts on the date of the last signature and continues until all Phase Schedules have been completed or terminated, unless terminated earlier under this clause 13.

13.2 **Termination for convenience.** Either party may terminate this Agreement or any Phase Schedule for convenience by giving 14 days' written notice to the other party.

13.3 **Termination for breach.** Either party may terminate this Agreement or a Phase Schedule immediately by written notice if the other party commits a material breach that is not remedied within 14 Business Days after written notice requiring remedy.

13.4 **Insolvency.** Either party may terminate by written notice if the other party becomes insolvent, has a receiver, administrator or liquidator appointed, or enters any analogous arrangement, to the extent permitted by law.

13.5 **Payment on termination.** On termination for any reason, the Client will pay (a) all fees for Services performed and Deliverables provided up to the termination date, on a pro-rata basis for any incomplete Phase where the work performed can be reasonably valued, and (b) reasonable non-cancellable third-party costs incurred with the Client's approval. Invoices issued on termination are payable under clause 3.3.

13.6 **Return of materials.** On termination, each party will comply with clause 7.4 and the Consultant will deliver to the Client the Deliverables completed to that date.

13.7 **Survival.** Clauses 1, 3 (as to amounts accrued), 6, 7, 8, 9.3, 10, 13.5, 13.6, 15, 16 and 17 survive termination or expiry.

14. Force majeure

14.1 **Event.** A party is not liable for delay or failure to perform (other than a payment obligation) to the extent caused by an event beyond its reasonable control, including natural disaster, pandemic, war, terrorism, industrial action not limited to that party's workforce, government action, or failure of public utilities or telecommunications networks (a **Force Majeure Event**).

14.2 **Notice and mitigation.** The affected party must notify the other party promptly, describe the event and its likely duration, and use reasonable endeavours to mitigate its effect and resume performance.

14.3 **Adjustment.** The parties will agree a reasonable adjustment to timetables and, where appropriate, to the Phase Fee.

14.4 **Prolonged event.** If a Force Majeure Event prevents performance for more than 30 consecutive days, either party may terminate the affected Phase Schedule by written notice, and clause 13.5 applies.

15. Dispute resolution

15.1 **Notice of dispute.** A party claiming a dispute has arisen under or in connection with this Agreement must give the other party written notice describing the dispute (a **Dispute Notice**).

15.2 **Escalation.** Within 10 Business Days after a Dispute Notice, the parties' representatives with authority to settle will meet (in person or by video) and try in good faith to resolve the dispute. If they do not resolve it within a further 10 Business Days, either party may refer the dispute to mediation.

15.3 **Mediation.** Mediation will be conducted by a mediator agreed by the parties or, failing agreement within 5 Business Days, nominated by the Resolution Institute. Costs of the mediator are shared equally. Each party bears its own costs.

15.4 **Courts.** If the dispute is not resolved within 30 days after mediation has been requested, either party may commence court proceedings under clause 16.

15.5 **Urgent relief.** Nothing in this clause 15 prevents a party from seeking urgent interlocutory or injunctive relief at any time, including to protect Confidential Information or Intellectual Property.

15.6 **Continued performance.** Pending resolution of a dispute, each party will continue to perform its obligations under this Agreement, subject to the Client's right to withhold disputed amounts under clause 3.7.

16. Governing law and jurisdiction

16.1 **Governing law.** This Agreement is governed by the laws of Victoria, Australia. Where the Client's principal place of business is in another State or Territory, the parties may agree in a Phase Schedule that the governing law and jurisdiction are those of that State or Territory. Schedule A sets out the relevant position for each State and Territory.

16.2 **Jurisdiction.** Each party submits to the non-exclusive jurisdiction of the courts of Victoria and the courts competent to hear appeals from them.

16.3 **Mandatory law.** Nothing in this clause 16 limits any mandatory provision of law that applies to the Services, including any security of payment legislation referred to in Schedule A.

17. General

17.1 **Entire agreement.** This Agreement (including each Phase Schedule and Schedule A) is the entire agreement between the parties about its subject matter and supersedes all prior proposals, representations and understandings. Where a Phase Schedule conflicts with these terms, the Phase Schedule prevails for that Phase only.

17.2 **Variation.** This Agreement may be varied only in writing signed by both parties, or by a Change Request approved in accordance with clause 3.8.

17.3 **Assignment.** Neither party may assign its rights under this Agreement without the prior written consent of the other party, not to be unreasonably withheld.

17.4 **Notices.** Notices must be in writing and delivered by hand, prepaid post, or email to the address in the Phase Schedule. A notice sent by email is taken to be received when it enters the recipient's information system, unless the sender receives an automated message that it was not delivered.

17.5 **Severability.** If any provision is invalid or unenforceable, it is severed to the extent of the invalidity and the remainder continues in force.

17.6 **Waiver.** A failure or delay in exercising a right is not a waiver of that right.

17.7 **Electronic signature.** This Agreement and any Phase Schedule may be executed electronically and in counterparts, and an electronic signature is as effective as a handwritten signature to the extent permitted by the *Electronic Transactions Act 1999* (Cth) or the equivalent State or Territory law.

17.8 **Costs.** Each party bears its own costs of negotiating and executing this Agreement.

17.9 **Order of precedence.** Unless a Phase Schedule expressly states otherwise, the documents forming this Agreement have precedence in this order: (a) Phase Schedule; (b) these Standard Terms of Trade; (c) Schedule A; (d) any proposal or quotation issued by the Consultant.

17.10 **Counterparts and interpretation.** Clause 1.2 (interpretation) applies to this Agreement. Headings are for convenience only.

SCHEDULE A

State and Territory variations

This Schedule applies where the Client's principal place of business, or the place where the Services are mainly performed, is in the State or Territory listed. It only applies where a Phase Schedule or clause 16.1 adopts the relevant governing law.

State / Territory	Governing law and courts	Security of payment legislation
Australian Capital Territory	ACT law; Supreme Court of the ACT	*Building and Construction Industry (Security of Payment) Act 2009* (ACT)
New South Wales	NSW law; Supreme Court of NSW	*Building and Construction Industry Security of Payment Act 1999* (NSW)
Northern Territory	NT law; Supreme Court of the NT	*Construction Contracts (Security of Payment) Act* (NT)
Queensland	Queensland law; Supreme Court of Queensland	*Building Industry Fairness (Security of Payment) Act 2017* (Qld)
South Australia	SA law; Supreme Court of SA	*Building and Construction Industry Security of Payment Act 2009* (SA)
Tasmania	Tasmanian law; Supreme Court of Tasmania	*Building and Construction Industry Security of Payment Act 2009* (Tas)
Victoria	Victorian law; Supreme Court of Victoria	*Building and Construction Industry Security of Payment Act 2002* (Vic)
Western Australia	WA law; Supreme Court of WA	*Construction Contracts Act 2004* (WA)

EXECUTION

Signing these Standard Terms of Trade

The Client acknowledges that it has received and read these Standard Terms of Trade (Version 1.2, November 2026) in full, including Schedule A, and agrees that they apply to each Phase Schedule signed by the parties.

Each signatory confirms that they are authorised to sign for the party they represent. These Standard Terms of Trade may be signed electronically and in counterparts under clause 17.7.

SIGNED FOR THE CLIENT

FULL NAME	COMPANY	CAPACITY
		Authorised Signatory

Signature	Date

SIGNED FOR THE CONSULTANT

FULL NAME	COMPANY	CAPACITY
Travis Shaw	**Intelligent Choice AI Consulting** ABN 78 462 883 855	**Authorised Signatory**

Signature	Date