

SOTA Master Services Agreement

SOTA-MSA-001 | Version 1.0 | 6 October 2026

This MSA sets the service, operating and legal terms for the Programme identified in the signed Order Form. The Order Form records the customer-specific services, prices, term, responsibilities and risk choices. Together they form the Agreement.

Operational records document delivery, approvals and evidence. They are not a separate contract or additional set of schedules, and cannot change the Agreement without an authorised written amendment.

1 Formation and contract documents

1.1 This MSA forms part of the Agreement when the Order Form identifies this exact version. Provider is State of the Art Platforms Pte. Ltd.; Client is the customer named in the Order. They must sign through authorised representatives, and Provider must be incorporated before signing. The Effective Date is the last required signature date. Each Order creates a separate agreement unless linked Orders and their aggregation are expressly agreed.

1.2 The contract consists of the signed Order, this MSA and later authorised written amendments. A valid later amendment takes priority for the terms it changes. Otherwise, specifically negotiated Order terms prevail over this MSA. Operational records, proposals, invoices, websites and policies do not change fees, liability, term, exits or other contractual rights. Mandatory law and clause 1.4 remain unaffected.

1.3 The Order must identify each material commercial choice for the affected service. A blank or unselected field creates no fee, grant, commitment, cap or approval. A Product can launch only after its technical and lawful-readiness requirements are met. Technical detail may be recorded as work proceeds without creating another agreement or delaying unrelated contracted work.

1.4 Existing confidentiality deeds and separate agreements continue unless a signed Order or amendment expressly identifies the agreement and provisions changed. Any variation or release must meet that agreement's formalities and required consents. Omission does not terminate it, and accrued rights remain unless expressly and lawfully released. Naming a Charity, Operator, affiliate or adviser does not bind it or amend its rights; its appointment or obligations need valid separate authority.

1.5 Before signature, the complete Order must be supplied, and the exact dated version of this MSA must be provided as a copy or through an accessible fixed-version link. The Order identifies the MSA's version and date and the copy or link used. Signing the Order incorporates that identified version; no separate MSA signature is required. Later website versions do not amend the Agreement. Amendments need express written assent from authorised representatives of every affected contracting party, identifying what changes; attributable electronic assent is sufficient where lawful. An operational delegate cannot change commercial or liability terms merely by approving a ticket or plan.

Any supplied PDF counterpart must match the incorporated MSA. Each company may appoint operational delegates in writing with a defined scope; notice routing does not change signing authority.

1.6 Renewal continues this incorporated version and the agreed commercial terms unless the affected parties expressly adopt an identified replacement. Exercising an existing option does not accept newly published terms. Renewal prices and exercise requirements follow the Order; a new price list has no effect unless an existing objective adjustment or authorised amendment permits it.

2 Key terms and interpretation

2.1 Agreement means the contract described in clause 1. Applicable Law means laws, binding regulatory requirements, court orders and licence conditions applying to the relevant party, activity or territory. Business Day means a working day in the Order's selected place, excluding its public holidays; the default is Brisbane, Queensland. Periods are calendar days unless stated otherwise. Procedural defaults in this MSA may be expressly changed in the Order.

2.2 Platform means Provider's agreed software, hosted environments, interfaces and documentation. Services means the implementation, access, hosting, maintenance, support and other work included in the Order. Supported Integration means an interface recorded as supported within that scope. Go Live means the production release of the relevant stage under clause 5.

2.3 Programme means Client's identified membership or rewards business and approved Platform activities. Product means a separately identified subscription, instant-win offering, draw or other offering. Campaign means an approved promotion. Subscription, charity raffle, trade promotion and instant-win activities are distinct; approval of one does not approve another.

2.4 Member means a user or subscriber of Client's membership offering; Entrant means a person entered into a draw or promotion. Charity means the eligible or benefiting organisation identified for a raffle. The actual statutory conductor and required Charity functions must be recorded separately. Operator means an appointed operational provider, including a licensed conductor only within its lawful appointment. Neither is a party merely because named.

2.5 Client Data means information supplied by or for Client or generated through its use of the Services, including member, transaction and business records. It excludes Provider's source code, other customers' data and separately controlled Charity or Operator records except where Client is lawfully entitled to a copy. Personal Data means information regulated as personal information or personal data. Background IP is intellectual property owned or controlled independently of a commissioned output. A Bespoke Deliverable is a separately identified commissioned output.

2.6 Fees are amounts expressly agreed in the Order or an approved change. Collected Receipts are sums actually received for the relevant Product, including sums held by its payment processor for the lawful merchant before processor charges, but excluding

failed authorisations and uncollected amounts. Fee Base is the selected revenue measure in clause 11. Net Contribution is the separate performance measure in clause 20.

2.7 Material Breach means a breach substantially harming the affected party's contractual benefit, or data, funds, safety, lawful operation or participant rights. Written approval includes attributable electronic approval by the representative authorised for that subject. "Including" is non-exhaustive. No interpretation favours a party because it drafted a term.

2.8 Client Responsible Persons are Client's personnel and those engaged, selected or instructed by Client for its allocated functions, within that role. They exclude Provider and its subcontractors acting for Provider, and an independent Charity or statutory conductor merely named in an operational record. Responsibility for an Operator or Charity follows Client's own appointment, instruction, breach or other legally attributable conduct; Client does not guarantee every independent act.

2.9 A third-party claim is a demand, proceeding or regulatory investigation by someone other than an actual contracting party. A direct claim between any contracting parties is not a third-party claim. Inter-party indemnities do not restrict third-party rights or regulatory powers.

2.10 Operating responsibilities include permissions, eligibility, advertisements, participant terms, consents, pricing, entries, refunds, records, funds, winner verification and prize delivery. The Order and approved operational records identify the actual decision-maker and performer. Each party answers for its own allocated obligations and legally attributable conduct. Allocation alone neither appoints a non-party nor transfers a statutory duty.

3 Term and renewal

3.1 The Agreement binds from the Effective Date. The Initial Term, licence fees and any funding commitments start at their respective Order triggers. Subscription launch, each Product's activation and Go Live may differ. One trigger does not start another obligation unless the Order expressly links them.

3.2 A renewal option exists only if the Order states its holder, duration, number, exercise window, pricing and conditions. It must be exercised by the required written notice. Silence creates no renewal. Failure to agree new prices does not defeat an existing option with fixed prices or an objective formula. Without valid renewal the Agreement expires, subject to transition.

3.3 Fees and development rates for the agreed scope remain fixed during each committed term, except an agreed objective adjustment, selected subscriber-rate mechanism, legally required tax change or approved amendment. A review meeting does not change them. Renewal enters an exit calculation only as the Order expressly provides; unexercised renewal is always excluded.

4 Services and platform licence

4.1 Provider will use reasonable skill, care and diligence and suitably qualified people to supply the Services materially in line with the agreed specification, documentation and service obligations. The Order selects the modules and scope; the delivery plan records their environments, capacity, territories and functional detail. A service-family label does not promise every possible feature. Supported fixes, security updates and general improvements offered for subscribed modules are included without a separate development charge.

4.2 Client receives a non-exclusive licence during the service term to use the Platform for the agreed Programme through authorised staff and service providers, and to allow Members and Entrants to use its relevant public surfaces. Client is responsible for authorised users' compliance to the extent within its control. Affiliate programmes, resale and sublicensing need express Order permission.

4.3 Client must not knowingly introduce malicious code, bypass access controls, access another customer's data or use the Platform unlawfully.

Except as expressly permitted by this Agreement or law that cannot be excluded, Client must not copy, clone, modify, adapt, decompile, disassemble or reverse engineer the Platform, its source code or Provider's protected technology, or enable another person to do so. Client must not use its Platform access, Provider's Confidential Information or protected technology to copy the Platform or build, commission or help build a replacement or competing platform using those protected materials, including by supplying them to a developer or other third party for that purpose.

These restrictions preserve authorised Platform use and permitted vendor sharing for integration or support, lawful use and export of Client Data, independent development without using Provider's Confidential Information or protected IP, and all non-excludable legal rights, including lawful interoperability and observation, study or testing of software. After expiry or termination, these copying, reverse-engineering and competitive-misuse restrictions apply only to protect subsisting IP rights or information still protected under clause 17, subject to lawful exceptions and authorised surviving licences, data exports, archive copies and transition use.

4.4 Provider remains responsible for subcontractors performing its obligations and for its contracted processing chain under clause 15. It must not materially reduce agreed functionality, capacity, security or service coverage without Client's written agreement. For a necessary legal or material-security change it must notify Client, minimise disruption and provide a reasonably equivalent lawful solution; otherwise clause 22 applies.

4.5 The relationship is non-exclusive unless the Order expressly states otherwise. Client may use other providers and Provider may serve other clients, subject to confidentiality and data separation. There is no implied non-compete, customer-book transfer, source-code right or post-term platform restraint.

5 Implementation and acceptance

5.1 Implementation contracted in the Order starts once its stated upfront payment and actual task-specific prerequisites are met. Its delivery plan is not a separate agreement, signature or scope-approval gate. As work proceeds, Provider and Client record deliverables, existing/new functions, exclusions, domains, environments, capacity, dependencies, supported interfaces, owners, milestones, a material longstop and objective acceptance tests. Planning within contracted scope neither authorises extra charges nor postpones the Order's commercial start triggers.

5.2 The plan also records migration sources and mapping, cleansing and reconciliation, permitted test data, training, deployment, rollback and completion evidence. Each party performs its dependencies and reports likely delay promptly. Provider identifies material delivery risks, affected milestones and mitigation. Dates extend only to the extent a demonstrated dependency failure or approved change actually delays work. Delay does not itself accept work or accelerate unpaid integration fees; extra charges require clause 6 approval.

5.3 For each stage, Provider supplies test-ready output, completed test evidence, an acceptance notice and the access needed to assess the objective criteria. Client has five Business Days after all are supplied to accept or give a written material-defect notice identifying the unmet criterion and available evidence; it need not diagnose the cause. Minor defects may have an agreed correction date without delaying acceptance of unaffected work.

5.4 If Client gives no material-defect notice within that period, the stage is deemed accepted at its end. Following a timely notice, Provider proposes a reasoned correction plan within five Business Days. The parties record a reasonable correction and retest period; the defective stage remains unaccepted meanwhile. Retesting uses the same criteria and a fresh five-Business-Day period with the same notice, access and deemed-acceptance rules. Acceptance never waives latent or security defects, warranties, maintenance or mandatory rights, and does not itself authorise Go Live.

5.5 If a reasonable correction plan cannot be agreed within ten Business Days, the agreed correction or material longstop is missed, or a stage materially fails after cure, Client may require a reasonable recovery plan, reject and terminate the affected implementation work, or terminate the Agreement if the failure substantially defeats its purpose. These remedies depend on the failure's materiality. Provider refunds prepayments for rejected materially nonconforming or undelivered work, less the objectively agreed value of a separable accepted benefit lawfully and practically retained. Accepted work remains payable. No future-licence charge applies to this remedy.

5.6 Provider may proceed to Go Live once the agreed acceptance requirements and objective legal, security and operational readiness requirements are met. Provider gives Client a written release record of the accepted functions and minor defects, domains/territories and release time, trained owners, tested support contacts, rollback owner/method, service and data readiness under clauses 7 and 15, and Product permissions under clause 9. No separate discretionary Client approval is required. A

documented material failure to meet those requirements must be addressed before the affected release. Later Products need their own activation record. Technical acceptance does not certify legality or postpone a separately agreed commercial commencement.

6 Changes and integrations

6.1 Either party may request a change. Before extra work starts or costs are committed, authorised representatives must approve its written scope and price. The quote records reasons, assumptions, dependencies, timing, acceptance, IP rights, security/data effects and ongoing support costs. Neither party is obliged to accept a change. Urgent protective action does not authorise unrelated work or charges.

6.2 Routine maintenance of Supported Integrations is included within agreed scope. A new interface, material third-party API rebuild or capacity increase outside that scope needs change approval. Provider must explain the boundary between a supported defect and a new requirement, diagnose the issue and propose reasonable mitigation. Included maintenance and refinement of contracted implementation details cannot be charged again.

6.3 The delivery plan identifies who contracts with and pays each processor, host, CRM, messaging service and other dependency. Third-party charges require prior disclosure and approval. Neither party guarantees an independent service outside its control, but remains responsible for its own selection, configuration, integration and agreed contingency work. Material third-party terms affecting Client must be disclosed before adoption and cannot silently amend this Agreement.

7 Hosting support and continuity

7.1 Before production Go Live, Provider and Client document a service-readiness record supported by evidence of achievable capability for the intended workload and campaigns. It identifies covered production services, capacity monitoring, tested reporting/escalation channels, incident-update arrangements and resolution handling. A material failure to meet the objective readiness requirements prevents the affected release and follows clause 5; disagreement alone creates no separate discretionary approval gate. Provider then hosts, monitors, backs up and supports the agreed service.

7.2 The monthly availability target is 99.5%. The readiness record documents the agreed calculation and monitoring evidence, distinguishing measured downtime from narrowly defined approved exclusions. Provider must substantiate exclusions; subcontractor or cloud outages are not automatically excluded and reports cannot invent exclusions. Planned maintenance requires at least 48 hours' notice, is limited to eight hours per calendar month, and cannot occur in the final 48 hours before entries close or on draw day for an applicable approved Platform draw. Genuinely necessary emergency work remains permitted, limited to what is reasonably necessary with prompt notice.

7.3 Support Hours are 9 am–5 pm on Brisbane Business Days, unless the Order selects otherwise. Extended cover for scheduled draws is arranged in advance, with hours, contacts and escalation recorded; there is no continuous 24/7 commitment. Critical incidents include material inability to transact, unreliable draw/ticket integrity or

serious data/funds risk. Major incidents materially impair an important function without that critical impact; minor issues do not materially prevent intended use. Response targets during coverage are one hour for critical, four Support Hours for major and one Business Day for minor issues. Response means acknowledgement and starting investigation, not restoration or final resolution.

7.4 Provider classifies incidents by actual impact, gives timely updates and pursues reasonable workaround or restoration. Client supplies relevant diagnostics without unnecessary Personal Data. Material incidents need a reasoned root-cause report and corrective plan within the period fixed in the readiness record; security incidents also follow clause 15. Monthly reports supplied with the fee statement identify availability, incidents, exclusions, changes, continuity/security tests, corrective actions and unresolved risks with checkable evidence.

7.5 The availability and response measures are targets. Missing one alone creates no automatic credit, refund, set-off or termination right, and no automatic repeated-target-failure remedy is selected. Actual results may evidence performance. Reasonable skill and care, the specification, separate Material Breach remedies, clause 5.5 and mandatory rights remain. Any separately agreed credit is applied to the next invoice or refunded if none remains, without double recovery for the same loss.

7.6 The readiness record must verify backup frequency, retention/protection, recovery point and time objectives, restoration and continuity-test methods/frequency, vulnerability testing/remediation timing, dependency alternatives and owners. Backups protect Programme, allocation, consent and reconciliation records. Provider supplies a successful representative restore test and resolves material readiness defects before release. It performs the recorded ongoing tests and promptly escalates material failures with a remediation plan. No escrow, source-code handover or third-party system access arises without the rights holder's separate agreement.

8 Client operations and campaigns

8.1 Client runs its membership business and performs its allocated functions, including lawful marketing, terms, billing instructions, eligibility, refunds, consents and customer support. It obtains its required permissions, verifies authority of those it appoints, selects competent people and supplies lawful, accurate instructions. It must not present Provider as promoter, conductor, prize guarantor or adviser beyond Provider's actual role. Each party retains its own statements and non-delegable duties.

8.2 If the Order selects campaign commitments, Client delivers the specified communications to eligible, lawfully contactable audiences while entries are open. An approved campaign plan records dates, creative, links, disclosures, channels and responsibilities. Client supplies send dates, audience/delivery reports and social links; draw reporting records ticket sales and member participation. Presenter arrangements follow the Order and actual Charity/conductor requirements.

8.3 Approved draw and prize materials may be used only for the permitted campaign. Communications must accurately identify the Charity, conductor, Operator and Client roles, membership offering, ticket allocation and material entry/prize terms. They must

not imply that all membership payments are donations or that membership guarantees a prize. Third-party branding needs the rights holder's permission.

8.4 Any selected checkout membership offer is enabled only in the approved flow after Charity or Operator approval. Membership, raffle entry, prices, recurring-payment consent, cancellation and marketing choices must remain distinct. Entry cannot depend on unrelated marketing consent unless lawfully necessary for the specifically approved model.

8.5 Campaign duties do not guarantee sales, membership growth or prize-cost recovery. A material campaign failure follows the ordinary breach process. It does not automatically pass prize losses to Client or reduce another party's funding. A campaign-linked funding adjustment needs an express, proportionate Order term.

8.6 Client must apply reasonable credential and approval controls and ensure Client Responsible Persons follow relevant access, confidentiality, data, security and lawful-use requirements. It promptly corrects unlawful/inaccurate material it controls and reports material complaints, licence changes, suspected fraud and authority failures affecting Services. Responsibility follows evidence and contribution: use of Client credentials alone does not prove Client fault or transfer Provider's security responsibility.

8.7 Client must not direct manipulation of draws, fabricated entries/consents, misapplied funds, misleading claims, bypassed geographic controls or unapproved gambling. Provider may reject a reasonably suspected unlawful or out-of-scope instruction, explain where lawful, and apply clauses 9 and 21. Technical assistance is not regulatory approval. Neither party may knowingly ignore illegality or its own legal duties.

8.8 Each party performs its own express prize, funding, procurement, fulfilment and funds-handling commitments. Client must not sell entries or promise prizes without the required commitment and authority. Provider is not liable merely for a Client-controlled default; this preserves liability for Provider's own breach, negligence, operating role, contribution and mandatory duties under clause 19.

8.9 Client warrants rights, consents and authority for its supplied or approved materials and instructions, and reasonable steps to verify their material accuracy and lawfulness. Provider may reasonably rely on that evidence within its role, but cannot ignore known defects, its own wrongdoing or a verification duty. Resulting extra work needs existing agreed scope or an approved change; there is no automatic unpriced charge.

9 Product approval and independent parties

9.1 Before each Product and territory launches, Provider and Client maintain an approved, versioned Product record supported by the actual Charity/conductor approvals. It states payment, entry, subscription and reveal mechanics; classification; age/geographic eligibility; permits/exemptions and conditions; approved participant, privacy and subscription terms; and operational and statutory-reporting contacts. Each responsible party supplies current evidence within its control. A licence, charitable purpose or product label is not blanket approval.

9.2 The Charity and actual conductor must perform their legally required conducting, oversight and funds-control functions. An Operator performs only what its valid appointment, licence and lawful delegation allow. Required Charity control cannot be displaced by a technology contract. Provider supplies technology and any other expressly allocated function; hosting and fee calculation alone do not make it Charity, conductor, merchant or Operator.

9.3 The record separates membership receipts and genuine ticket purchases for gifting. It captures authorised prices, orders, issue records and beneficiary allocations, and separately accounts for raffle receipts, permitted expenses and net proceeds under lawful Charity control. A “gift”, ledger label or contract allocation does not change the transaction’s legal substance. Where separately approved, Client may instead fund a prize for a charity-conducted draw and gift tickets to Members. This needs its own lawful operating arrangements and does not change a selected bulk-ticket ceiling. No Provider-funded bulk-ticket promise arises by implication.

9.4 Instant-win and electronic-scratch Products need their own module-specific assessment and permission and remain disabled until approved, even if other Products operate. A one-time trade promotion needs a distinct record from subscriptions and charity raffles. Naming a Product or its fee does not authorise paid online play or determine its legal classification.

9.5 The Product record allocates applications, authority monitoring, draw administration/oversight, eligibility/exclusions, winner verification, prize claims and unclaimed prizes, complaints/refunds, regulator reporting and records access. Non-party obligations need enforceable appointments. Contracting parties cooperate with lawful regulator requests and report material enforcement or authority changes, subject to lawful confidentiality restrictions.

9.6 Identify actual decision-makers and performers, not brands: membership seller, promoter, conductor, ticket issuer, merchant, funds controller, prize funder, purchaser, title-holder, custodian, fulfiller and marketing sender. Record banking/settlement routes, prize commitments and insurance. Provider’s technical description does not remove an express funding duty or a role attributable to its actual conduct.

9.7 Material changes to mechanics, territories, odds, prizes, pricing, payment/entry flow, performing entities or authority reopen the affected approval. Each party supplies proportionate evidence for its functions, and Client obtains evidence for those it appoints. Provider may request relevant updates for a credible compliance concern, explaining scope and allowing a reasonable response period unless urgent. Lawful redaction or agreed professional verification may protect confidentiality or privilege without defeating assurance; no unrelated audit right arises. This reassessment concerns the affected legal and operational requirements; it does not create a commercial veto over a nomination or selection permitted by the Order.

9.8 Provider may withhold only the affected activation while material permission or authority evidence remains unresolved, giving reasons and a practical resolution route. Federal and other jurisdictional rules still apply despite State/Territory approval, Charity involvement or a business-to-business label. Each party assesses its actual role, including

member-facing conduct, and must not knowingly facilitate unlawful activity. Existing participants remain protected under clauses 21, 22 and 24.

9.9 For Australian online Products affected by the Interactive Gambling Amendment (Gambling Reform) Act 2026, the responsible parties must reassess the actual provider, Charity status, recurring mechanics, federal classification, applicable determinations and State/Territory permissions before the relevant amendments commence on 1 January 2027. They must identify required infrastructure and hosting-notice response changes. Existing approvals do not replace this reassessment; statutory deadlines prevail, changes follow clause 6 and unlawful operation must cease under clause 22.

9.10 For subscription flows affected by the Competition and Consumer Amendment (Unfair Trading Practices) Act 2026, the delivery plan allocates work needed before 1 July 2027 for applicable disclosure, reminder, cancellation and price-display requirements. The parties must assess application to actual contracts, renewals, continuations and variations and perform their allocated duties.

10 Prizes tickets and inventory

10.1 Before advertising, the campaign record identifies the funder, procurement agent, legal purchaser/principal, title-holder, custodian, insured party and fulfiller. It records value, method/evidence, condition/specifications, taxes, transfer/delivery costs and availability. Funding alone transfers no title or security interest. Custody/transit risk and insurance must be evidenced before movement; the designated fulfiller transfers the prize to the verified winner under lawful draw terms.

10.2 A recurring funding commitment exists only for the funder, cadence, amount or formula and duration selected in the Order, including renewal only where expressly included. That selected funder must make funding available in time for lawful procurement and approved advertising. Provider has no automatic funding duty or guarantee. Distinguish Client-funded prizes, other funded prizes and bulk-ticket allocations so costs are not charged twice.

10.3 No party may advertise an unavailable prize or unlawfully substitute, cancel or postpone it. Changes need the designated approvals, any regulator permission and lawful participant communication. Procurement, storage, damage, price movement, unsold stock and insufficient-sales risks follow their express allocation; no automatic reimbursement arises.

10.4 Initial access to the branded landing page and bulk-ticket purchasing programme requires community-partner approval by the authorised Operator, acting on behalf of the Charity, and completion of SOTA's platform onboarding requirements.

Bulk-ticket purchases need approved price and quantity, a lawful payment route, issue/allocation method and evidence under authorised draw rules. Discounts require actual authority and compliance with limits. Before purchase record the buyer, issuer, date, unit price/tax, total, quantity, Charity approval, adviser instructions and member allocation. Trace gifts and reconcile unallocated, duplicate, voided and refunded tickets. Never invent entries or use expired inventory.

A selected revenue-based ceiling uses the Order's specified revenue and adjustments, counting principal and tax components once. If the ceiling uses revenue excluding GST, refund deductions exclude their associated GST; reconcile original tax and tax reversals separately without double counting. Use actual collections, not projections. A zero or negative base permits no new purchase; there is no automatic carry-forward. For the ticket-allocation ceiling, late subscription refunds are matched to the original month. Any resulting excess is escalated for a lawful agreed correction, without automatically cancelling issued tickets or participant rights. The ceiling is a maximum, not an instruction or minimum; authorised unit pricing, actual total and quantity remain distinct. Reconcile within ten Business Days after month-end. Changes require Client's written approval and an affected-party amendment. Ticket purchases and prize funding are not automatically credited against Provider's fees.

10.5 Future recurring funding ends at the Order's effective expiry or termination, but live/sold campaign prizes and participant rights remain. The live campaign register records opening/closing, ticket status, committed prizes, procurement/title, communications and fulfilment. At exit identify pre-approved procurement, lawful cancellation costs, unused funds and stock before settlement. Return money to its lawful owner; resolve allocation disputes without delaying urgent participant protection.

11 Fees and revenue measures

11.1 Percentage fees apply only to Products, channels, territories and allocations expressly priced in the Order. Other business revenue and unlisted future Products are excluded. Included rewards, points, CRM and other functions carry no separate percentage fee without agreement. Renaming a Product alone does not change its fee category; a genuinely new Product needs written pricing agreement. The selected subscription rate applies to each approved subscription funding model unless the Order states otherwise. Test transactions, failed payments and unapproved Products do not attract percentage fees.

11.2 If the Order selects NR, Agreed Net Revenue is Collected Receipts less included GST or equivalent indirect tax and actual Product refunds and chargebacks, each net of its associated tax. Processing, fraud-management, marketing, prize and operating costs are not deductible. Do not deduct a discount already reflected in receipts. Add recovered chargebacks back, net of associated tax. Match principal, original tax, reversals and recovery tax to the original transaction and count each once; one payment cannot be reduced twice by refund and chargeback.

11.3 If the Order selects gross transaction volume, that wording is a complete Fee Base election for the identified Product. No further Transaction Volume selection is required and Agreed Net Revenue deductions do not apply. Any other Transaction Volume basis must be expressly defined in the Order before it is chargeable; neither party may choose it unilaterally.

11.4 The fee is the agreed rate multiplied by that Product's Fee Base. Each actual transaction is counted once within the agreed fee stream. Bundles need a reasonable documented allocation approved before sale; the same allocated receipt cannot appear

in multiple fee categories. Separately record complimentary allocations, currency and cut-off treatment. A genuine subscription and separate ticket purchase may be distinct transactions, but another person's fee cannot silently become Client's charge. Correct duplicate records and fee errors; separate contractual credits and remedies remain.

11.5 Fixed licence fees follow the Order's phases and triggers. A reduced-scope request alone neither lowers fees nor creates an exit: scope, migration and price must be agreed before the phase change. Calendar-month billing does not restart or shorten a phase; a boundary invoice identifies both rates and periods without double charging.

11.6 Integration follows its agreed instalment or accepted-milestone plan. Instalment dates are not acceptance of unfinished work. Bespoke work, extraordinary migration and external costs require approved scope and price; an unauthorised user's request creates no fee.

12 Invoices tax and payment

12.1 Provider issues detailed invoices in the Order's currency and cycle. Unless otherwise selected, invoices are due within seven calendar days of issue and agreed or determined corrections are paid, credited or refunded within seven calendar days. Follow the selected fixed-fee timing, usage reconciliation and proration method, without duplicate invoices. Provide a valid tax invoice where required.

For a daily-prorated first licence month, divide active calendar days including commencement by all days in that calendar month and multiply by the applicable monthly rate. Invoice that initial period on commencement without repeating it in the next regular invoice. The partial month does not count as a full elapsed month of a contractual fee phase.

12.2 Fee tax treatment follows the Order. Where fees exclude indirect tax, Client pays only tax legally due on the supply against the required invoice. Refunds receive required adjustment notes. Fee-base tax treatment is separate from tax on Provider's supply. Foreign receipts use the RBA daily rate on receipt or the last prior published rate; corrections use the original collection date's rate. If unavailable, use the processor's evidenced actual conversion without an added margin, unless the Order selects another method.

12.3 A legally required withholding may be deducted and remitted to the authority with evidence supplied. The parties reasonably cooperate on available relief. No withholding gross-up applies unless expressly agreed after identifying the relevant tax and treaty position; neither party warrants a tax outcome.

12.4 Client may withhold a genuinely disputed portion by promptly giving reasons and available evidence, while paying the undisputed amount on time. Delay does not waive latent errors or mandatory rights. No suspension or default interest applies to a genuine dispute while the agreed process is followed, including retrospective interest for that protected period. A corrected amount becomes overdue only after its correction-payment period.

12.5 Refunds, chargebacks, reserves and cancellations follow the actual merchant, allocated duty and established cause. Fee reconciliation does not determine participant refund rights. Neither party may debit or set off Charity, entrant or prize funds for its invoice without lawful written authority. This Agreement creates no trust, escrow, client-money mandate or security interest.

12.6 Overdue undisputed invoice principal attracts 8% annual simple interest, calculated daily using the actual days in the relevant calendar year, from the day after its due date until payment. Reduce principal for payments and credits; exclude interest and recovery costs and never compound. Client also reimburses reasonable, proportionate external legal and collection costs actually incurred recovering those amounts, evidenced and legally recoverable. Applicable liability limits and no-double-recovery protections apply, including for court-awarded costs.

13 Statements records and audit

13.1 Provider supplies a supporting fee statement with each regular invoice, using Platform transactions as the primary source; Client supplies missing or off-platform evidence without repeating records Provider already holds. Show Product/channel, period, currency/conversion, actual collections, selected Fee Base, rate/fee, licence phase/proration, invoice tax, independent corrections/credits and balance. Reconcile merchant/processor totals, timing, reserves, failed payments and bundle allocations. Keep participant/Charity money and others' fees separate. Records are evidence, not conclusive despite error.

13.2 Relevant ticket and prize records also show revenue ceilings, approvals, unit prices, purchases, actual issue/gifts, unused tickets, funding and committed prizes. Each party supplies evidence within its control and keeps unresolved exceptions visible with owners and dates. Preserve original records and a dated correction trail. Retain relevant contract, financial, consent, campaign, funding and approval evidence for seven years after the event or longer if required by law, subject to privacy, minimisation and lawful deletion; this is not blanket retention of all Personal Data. Either party may request reasonable supporting information for a discrepancy, limited to relevant transactions and lawful access rights.

13.3 Either party may appoint an independent qualified auditor on ten Business Days' notice, once per twelve months, reviewing the preceding twenty-four months. Additional targeted audits are allowed for credible material error, fraud, serious incident or regulator demand. Inspection must be relevant, confidential and minimally disruptive, protecting privilege and others' data through reasonable redaction or controlled access without defeating verification.

13.4 The requester normally pays. If an established error of at least 5% of the relevant amount under review, or established misconduct, caused the audit, the responsible party pays reasonable incremental costs. Correct underpayments and overpayments symmetrically within seven days of agreement or determination. Nothing limits lawful regulator powers or statutory record/access rights.

14 Data access and marketing

14.1 Client retains its existing rights in Client Data and its member database, subject to individuals' rights and law. Provider receives only rights needed for the Services. Charity and Operator retain separately established rights. There is no joint ownership, customer-book transfer, automatic data succession or marketing licence.

14.2 Provider processes Client Data only on documented lawful instructions for the Services, security, agreed administration and legal duties. It must not sell it, use it for another client, market independently to Members, train a general-purpose AI model with it or enrich unrelated profiles without separate lawful express agreement. Technical statistics may be used only when effectively de-identified without identifying Client or a person or enabling reasonable re-identification.

14.3 Client must have authority for its data and instructions. Each party provides or supports accurate privacy notices and rights responses within legal deadlines. Record actual statutory roles and lawful processing purposes; contractual labels do not alter them. Charity/conductor access must meet lawful conducting, oversight and record duties and cannot depend on charity-marketing consent. Necessary access does not permit unrelated use.

14.4 Marketing permissions must distinguish the relevant Client, Charity, Operator and Provider purposes. Each sender keeps evidence of consent or other lawful basis, identifies itself, provides effective unsubscribe and honours withdrawal. Ticket gifting, technical use or database transfer alone is not marketing consent. Consent and suppression evidence accompanies lawful exports and applies to later campaigns.

14.5 Client has secure access and usable exports during the term and at exit, subject to privacy, security and genuine third-party rights. Include metadata needed to understand transactions, consent and allocations, excluding source code and others' confidential data. Standard export cannot be withheld for disputed or unpaid invoices; payment recovery and extra migration are separate.

15 Security processing and incidents

15.1 Each party maintains appropriate technical and organisational protection within its control. Before live Personal Data is loaded, Provider and Client document an evidenced data-readiness record: fields/subjects, purposes/bases/instructions, sender-specific consent, users and least-privilege roles, processors/functions, hosting/backup/support-access countries, transfer mechanism/notices, retention/deletion, request/incident contacts and export schema. Verify access and privileged-access protection, encryption, environment separation, logging, protected backups, vulnerability management, personnel confidentiality, access reviews/testing and remediation. Material unresolved issues block affected data loading or release; routine instructions cannot waive that gate.

15.2 Each party promptly notifies the other without undue delay after awareness of a suspected or actual material compromise of Client Data, shared credentials or Services, including third-party incidents or an unresolved cause. There is no added fixed contractual maximum. Do not wait for certainty or complete information. Initial notice

gives available material facts, affected systems/data, containment and a contact; provide timely material updates. Preserve evidence, contain/investigate within control and cooperate on affected systems, subject to lawful disclosure restrictions and shorter legal deadlines. Notification admits neither cause nor liability.

15.3 The parties coordinate lawful notices to individuals, Charity, Operators, insurers and regulators while retaining their own duties. No party may veto or delay a required notice or misleadingly attribute fault. Minimise unnecessary Personal Data in disclosure. Remediation and reasonable response costs follow established responsibility and agreed limits without reducing statutory rights. Route received data-rights or regulator requests promptly to the responsible party and within two Business Days, sooner if law requires; provide necessary lawful assistance.

15.4 Routine operations require no separate notice under this clause. Provider gives reasonable advance written notice of a new subprocessor handling Client Data or a material data-location, access-country or security change, with identity, function, location and safeguards. Client has a reasonable opportunity for a prompt, reasoned privacy/security objection. Address it with safeguards, a reasonable alternative or an agreed lawful change before proceeding. Urgent protective changes require prompt notice and equivalent protection. Existing maintenance/incident notices and approvals for contractual changes or reduced controls still apply. If no lawful reasonable solution exists, clause 22 permits affected-service discontinuation without acceleration. Provider remains responsible for its processing chain.

15.5 Load only approved necessary fields, such as identification/contact, account/payment references, ticket allocations, consents, support and audit records. Do not migrate unnecessary sensitive information, full card credentials, other-system passwords or unrelated data. Test data must be synthetic or appropriately minimised/masked under verified controls. Provider flags instructions it reasonably considers unlawful and pauses only affected processing while resolved, subject to legal duties. Fix category-specific live retention and the actual backup deletion cycle before loading. At exit, return or securely delete unneeded data within thirty days after agreed export completion, except lawful records, protected dispute material and documented backup cycles; retained copies stay secured and limited to that purpose.

16 Intellectual property

16.1 Each party retains its Background IP. Provider retains its Platform, reusable components and general improvements to the extent owned or licensable by it; no third-party IP is transferred without authority. Client licenses approved brand/materials only as needed to deliver the Programme. Publicity needs clause 18.4 consent.

16.2 Before commissioning a Bespoke Deliverable, record whether its identified new IP is assigned, licensed perpetually as a separable output, or usable only through the term service. Specify source/editable files, dependencies, payment conditions and modification/sublicensing rights. Background IP is excluded from assignment unless expressly listed; embedded Background IP needs a sufficient express licence for intended use.

16.3 A perpetual deliverable licence does not provide perpetual hosting, maintenance, support or third-party rights. Those need separate commitments. Resolve rights before commissioning and disclose material third-party restrictions and open-source duties before acceptance.

16.4 Neither party may use the other's protected technology, brand or materials outside agreed rights, subject to lawful exceptions. On termination cease licensed uses except express surviving rights, lawful archive copies and the transition use needed for agreed handover and existing participant obligations.

17 Confidentiality

17.1 Confidential Information is non-public commercial, technical, financial, security, personal or Programme information shared for the Agreement, including negotiated pricing, that is marked confidential or reasonably understood to be so. Exclude information independently developed, lawfully received unrestricted, already lawfully known, or public without breach.

17.2 Use it only to perform or exercise contractual rights. Disclose only to need-to-know personnel, advisers, permitted contractors or financiers under suitable confidentiality duties. Apply reasonable care and access restrictions, including separation from competitor operating staff after acquisition. The recipient answers for its own authorisation, selection, instruction and supervision failures and legally attributable disclosures, and takes reasonable steps to prevent/contain onward disclosure. It does not guarantee an independent professional adviser without an express Order departure.

17.3 Required legal disclosure is permitted to the necessary extent, with advance notice and protective cooperation where lawful. At expiry or request, return or securely delete information no longer needed, except lawful retention, legitimate dispute records and protected backups. Retained material stays confidential and cannot be used commercially.

17.4 Confidentiality continues for five years after expiry or termination unless the Order specifies otherwise. Trade secrets remain protected while confidential, and Personal Data while lawfully retained. This does not shorten an existing deed or legal protection. Urgent protective relief remains available without proving damages are the only remedy.

18 Warranties insurance and publicity

18.1 Each party warrants its authority to enter and perform, compliance with laws applying to its duties, and rights needed for materials and permissions it supplies. Provider warrants reasonable skill and care and material conformity with agreed specification. Client warrants lawfulness of instructions, membership offering and marketing within its responsibility.

18.2 Neither party guarantees revenue, profit, member retention, prize-cost recovery, uninterrupted service or an approval not actually obtained. This does not qualify express

service levels, funding, warranties, regulatory duties or mandatory rights. Any express compliance assurance is limited to its identified scope and authority.

18.3 Each party obtains and maintains the Order's insurance for its actual activities. Before relevant activity, provide current certificates, insured entities/periods and proportionate evidence of activities, territory, claim/aggregate basis, exclusions and endorsements; provide renewal evidence before expiry. Accurately disclose relevant promotion, gambling, funds or prize activities to insurers and promptly report material cancellation/reduction where lawful. Resolve unavailable required cover in writing before the uninsured activity; it is not silently waived. Operator cover belongs in its appointment. Insurance neither expands caps nor excuses duties, and no policy response is warranted.

18.4 Public announcements, names, logos and case studies need the other party's prior written consent, except legally required disclosure. Approved campaign use remains confined to its purpose and the relevant rights holder's approval.

19 Claims indemnities and liability

19.1 Provider defends and indemnifies Client against third-party IP claims to the extent caused by Provider-supplied Services used as authorised. Exclude only the part caused by Client materials, unauthorised modification, out-of-scope use or a combination not required or approved by Provider; an unrelated modification does not remove cover. Provider may secure lawful continued use, modify without material functional loss or replace with a materially equivalent service. If no reasonable solution exists, Client may terminate affected Services and receive unused prepayments and the applicable unusable-deliverable refund without future-licence charge. Clause 19.3 and the selected Provider IP cap apply.

19.2 Client indemnifies Provider for judgments, approved reasonable settlements and reasonable external defence costs in third-party claims to the extent caused by Client's or a Client Responsible Person's breach, negligence, fraud or unlawful conduct in its controlled marketing; membership/participant terms, billing or refunds; supplied rights, consents or materials; unauthorised instructions/use; licences, appointments or approvals; or allocated prize, ticket, payment or funds duties. Member, Charity and regulator claims qualify only to that causal extent. Exclude loss contributed to by Provider or persons for whom it is responsible. This neither guarantees an independent conductor nor excuses Provider's own operating or funding obligations. The selected Client indemnity cap applies; unlimited cover is not implied.

19.3 An indemnified party gives prompt notice, lawful information and reasonable cooperation. Late notice reduces recovery only for actual prejudice. The indemnifying party may control the covered defence using competent advisers, subject to genuine conflicts, insurers and law; otherwise agree a coordinated defence. Settlement needs reasonable consent if it admits the other's fault, imposes a non-monetary duty, impairs rights/business or lacks a full relevant release.

Each party controls its own regulatory/criminal response, privilege and mandatory disclosures. No privilege waiver is required, and regulator cooperation, truthful evidence

and urgent protection cannot be vetoed. Defence costs must be reasonable, attributable and within the relevant cap. Disputed allocation or advance funding requires agreement or competent determination, without automatic debt admission. Each party mitigates loss, preserves evidence and credits insurance, settlement and other recovery for the same loss.

19.4 Liability in contract, tort including negligence, statute and indemnity follows the Order's express lawful risk choices. These state each party's separate cap, fee categories and tax/pass-through treatment, lookback, measurement date, early-term floor, linked-order aggregation and special limits. A special cap replaces the ordinary cap for covered loss unless expressly agreed otherwise. Changing a claim's label creates no extra recovery. Incomplete fields imply neither zero liability, unlimited indemnity nor cross-Order aggregation.

Where annual caps are selected, each Contract Year runs for twelve months from the Effective Date or its anniversary. Measure a claim's cap at its first causative act or omission. Connected acts, omissions or events form one claim assigned to the earliest event's Contract Year, despite later notice, loss or pleading. Each claim retains its individual limit. For an Order selecting twice-Ordinary-Cap special limits, ordinary claims together cannot exceed the highest Ordinary Cap applicable to those claims; special claims together cannot exceed twice the highest Ordinary Cap applicable to them; and all claims together cannot exceed twice the highest Ordinary Cap applicable to any claim that year. Those aggregates never enlarge an individual claim limit. Each party's limit is separate.

For a fee-based cap expressed in Australian dollars, convert other currencies at the RBA daily rate for the relevant payment/accrual date or the last prior published rate. If the RBA does not publish that currency, use the documented actual conversion rate. Different currency or aggregation mechanics require an express Order selection.

19.5 Subject to clauses 19.6 and 19.8, neither Provider nor Client is liable to the other for indirect or consequential loss or lost profit, revenue, savings, opportunity or goodwill, whether direct or indirect. This does not exclude express fees, funding or refunds, express indemnity amounts, or otherwise recoverable reasonable direct data-restoration, incident-response, participant-remediation or replacement-service costs for established breach. Applicable damages caps still apply, preserving primary-performance and held-money duties. Loss must satisfy causation, remoteness and mitigation; changes to excluded-loss categories need an express departure.

19.6 Nothing restricts rights, guarantees, remedies or liability that law does not permit to be restricted, including applicable consumer guarantees and unfair-contract-term protections. Limits cannot bind regulators or third parties or prevent enforcement, required notices or lawful participant redress. Any permitted statutory remedy limitation must be specifically selected for the eligible supply and remedy and be lawful and fair; otherwise mandatory remedies remain.

19.7 Provider indemnifies Client for third-party claims, approved reasonable settlements and reasonable external defence costs to the extent caused by Provider's fraud, negligent injury/property damage, unlawful Provider content or material confidentiality/data

breach. Exclude loss contributed to by Client or those for whom Client is responsible. Clause 19.3 and the selected Provider ordinary or special cap apply. This does not duplicate the IP indemnity; direct claims remain governed by the Agreement and law.

19.8 Own fraud, deliberate misconduct and legally non-limitable liability are uncapped and not excluded. Damages limits do not extinguish return/remittance of others' money or express prize-funding, procurement or delivery duties. Participant or Charity money cannot be retained to satisfy a cap. An expressly selected lawful cap may limit inter-party damages for breach without cancelling primary performance or third-party rights. Properly due fees, refunds/credits, approved expenses and lawful exit amounts remain primary payment obligations outside damages caps unless the Order expressly states otherwise. Labelling damages a debt does not change their nature.

Neither party may recover a fine or penalty imposed on it through indemnity, damages or reimbursement, to the extent this allocation is lawful. Regulatory enforcement and mandatory third-party rights remain. Lawful external regulatory-response costs or compensatory redress qualify only when caused by conduct within an express indemnity and its cap; routine enquiry alone is insufficient. No party is indemnified for its own unlawful contribution. Provider negligence is not uncapped merely because excluded from Client's indemnity. Applicable proportionate-liability rules remain.

20 Reviews and selected exit rights

20.1 Operational leads meet monthly during implementation, as needed after core Go Live and promptly for material issues. Formal reviews follow the Order's cadence and assess service, Programme results and improvements. Minutes record decisions, owners and dates. Reviews alone change neither prices nor exit rights; amendments follow clause 6.

20.2 A subscriber-rate review applies only if the Order selects it and its rates, threshold, review/change dates and frequency. Before launch, Provider and Client approve a baseline record with actual launch time, active-paying export, deduplication/payment-status rules, exclusions and review snapshot. Count unique active-paid accounts consistently, excluding free, trial and duplicate accounts. Retained proportion is review count divided by baseline count. At or above the threshold, including equality, the selected higher rate applies from the change date; otherwise the selected continuing rate applies. A zero or unreliable baseline keeps the initial rate until a written alternative is agreed. No repeated test is implied.

Unless the Order changes these procedural defaults, Provider supplies the complete calculation and supporting records within five Business Days after the review date. Client may object within the period specified in the Order. Representatives have five Business Days after objection to resolve it before expert referral. The objection identifies disputed figures and reasons; expiry does not waive latent errors or mandatory rights. Invoice at the Order's selected interim rate while unresolved, without admission. Following agreement or determination, reconcile from its selected rate-change date, credit payments once and settle symmetrically within seven calendar days. Neither party may frustrate the process by withholding evidence or delay.

20.3 A Net Contribution exit applies only if selected. The review combines all Products within the Order's review scope, including Products first launched during the review period. Before launch, approve a financial-review record fixing actual baseline and comparison months, Product categories, source ledgers, cost categories and allocation keys. That record must not omit a covered Product merely because it had no pre-launch activity. Compare average monthly combined contribution using the same revenue and actual Client-borne costs in both periods: agreed prize costs, actual refunds/chargebacks, processing and Provider fees including licence. Include existing Product income in the baseline. Baseline revenue is zero where none existed, but genuine pre-launch costs remain included; use actual post-launch income and costs for newly launched Products. Do not add unrelated business without agreement. Costs funded by Provider or another person are not Client costs unless Client actually bears them.

Exclude revenue GST and deduct refund/chargeback principal net of associated GST, reconciling recoveries and tax once. Other costs are net of recoverable input tax consistently, unless the Order expressly selects another consistent treatment. Shared costs use the same causal allocation without duplicate deductions. An adjustment already netted from revenue cannot be deducted again. Keep exceptional items unless both parties approve a symmetric documented adjustment; state exclusions and reasons.

20.4 Provider delivers the complete Net Contribution review and supporting records within twenty Business Days after the final comparison month ends, unless the Order changes that period. Change is the comparison-period monthly average minus the baseline-period monthly average. At or below the selected trigger, Client may elect within the Order's window after delivery or final determination, then give its selected termination notice. A timely calculation dispute preserves the election period and goes to the expert. No future licence fees or exit charge applies; normal notice-period fees remain. Neither party may defeat the right through delay or withheld records. A first-review-only test does not repeat at later reviews or renewal.

20.5 If a mature-term convenience exit is expressly selected, Client may first give notice after completing its minimum eligible service period. The notice period then runs in full, with normal fees and transition but no exit fee or future-licence acceleration. Early notice is ineffective unless agreed. The Order states any renewal application.

20.6 Review selections are independent. A subscriber-rate change does not change the Fee Base, and Net Contribution does not turn gross transaction volume into NR. Any valid no-charge exit takes priority over a general exit-charge selection.

21 Suspension and breach

21.1 For objectively evidenced unlawful use, lost material authority, fraud or a material security, participant, prize or funds threat, Provider may suspend only the affected function for as long as reasonably necessary. Give reasons, needed evidence and a practical cure opportunity where possible. Immediate action is allowed where delay creates material harm, unlawful continuation or breach of a binding notice/deadline; notify promptly afterwards if advance notice is impracticable. Preserve records and

access needed for lawful protection, reassess changing evidence and restore promptly when resolved. Reputational preference alone is insufficient.

21.2 For overdue undisputed fees, Provider first gives a seven-calendar-day payment reminder and then a further seven-calendar-day written suspension notice. Only after both periods expire may affected paid Services be suspended. Do not strand a live draw, obstruct legally required refunds, deny standard export or delete data. Use lawful controlled wind-down where necessary.

21.3 Genuinely disputed amounts cannot support suspension. Unaffected supplied Services remain chargeable. No charge arises merely for affected non-supply; reserved capacity or unavoidable third-party costs during Client-caused suspension require express Order selection and must reflect actual continuing availability/costs, avoided costs and no duplicate recovery. Provider-caused non-supply remains subject to agreed relief and mandatory rights. Additional remediation needs approved scope/price unless already owed. Suspension is not discretionary termination.

21.4 Either Provider or Client may terminate for the other's Material Breach after a sufficiently detailed written notice and fourteen calendar days to cure, unless incapable of remedy or a shorter period is legally necessary. For a remediable breach other than overdue payment that reasonably needs longer, additional reasonable time is allowed only if remedy starts promptly, an evidenced plan is supplied and completion is diligently pursued within a reasonable period; the extension ends when those conditions cease. Insolvency permits termination only for an event expressly defined and selected in the Order and as insolvency/stay law allows; none is implied. Ownership change alone is not breach or insolvency.

22 Regulatory change and essential dependencies

22.1 Promptly notify a material regulatory change, loss of necessary authority or fundamental Charity/Operator relationship, or irremediable component/security/processing failure referred here under clauses 4.4 or 15.4. Explain known effects and lawful interim measures. Cooperate for thirty calendar days after the impact notice, unless the Order selects otherwise, to find lawful restructuring, permission or replacement. No replacement is guaranteed and a statutory deadline is not extended.

22.2 Stop an affected Product to the extent continuation is unlawful. If no reasonable lawful solution is achieved within the resolution period, either party may discontinue it and its future Product-specific charges. Whole-agreement termination requires that the arrangement is fundamentally undermined and cannot reasonably continue; lower profitability alone is insufficient. No future-licence charge applies.

22.3 Partial discontinuation follows the Order's fixed-fee allocation. If none is workable, promptly agree a fair reduction for removed scope and continuing benefit or use clause 27; neither party may impose a new package unilaterally. Accrued lawful fees, participant duties and approved transition remain payable, and unused prepayments for discontinued Services are refunded.

22.4 A replacement Charity or Operator needs actual authority, permissions, data rights and transition arrangements. There is no automatic step-in, relationship assignment or funds transfer. The party responsible for that relationship remains accountable for its own earlier breach.

23 Early exit charges and final settlement

23.1 An exit or future-licence charge exists only if the Order selects its formula and qualifying event. None applies to valid exits under clauses 5.5, 19.1, 20.4, 20.5, 22 or 26.2, selected C2 under clause 25.3, Client termination for Provider's Material Breach, expiry or mandatory termination rights. C1 consequences require separate written agreement; no C1 charge or waiver is pre-agreed. Accrued fees and authorised transition charges remain payable.

23.2 If Option R is selected, start with agreed fixed licence fees from effective termination to the end of the current committed term, using phase rates and prorating part months. Exclude unexercised renewal, percentage fees, integration balances not independently due, tax on supplies not made and other charges. Renewed-term treatment follows the Order. Deduct avoided costs, mitigation, released-capacity replacement recovery and same-period prepayments without double recovery. The charge must be lawful and compensatory and, where triggered by breach, supported by evidence that the formula was a genuine pre-estimate of Provider's likely loss when agreed. Supply calculation and evidence before invoicing.

23.3 If Option L is selected, recover only proven reasonable direct unrecovered implementation subsidy or committed service costs expressly identified, less avoided costs and mitigation, within the selected cap. Option N means no added exit charge. Any disputed charge remains subject to law and clause 27; the Order does not make it conclusive.

23.4 A qualifying event must be the Order's selected voluntary early exit, established wrongful Client repudiation, or Provider termination for unremedied Client Material Breach if expressly selected and legally justified. A review proposal, genuine invoice dispute or Provider convenience termination is not a trigger. A charge formula creates no new convenience-exit right.

23.5 Use one final ledger for accrued sums, refundable credits, lawful settlement and permitted set-off. Apply each prepayment once as credit or refund; exclude participant/Charity money from set-off. Credit overlapping termination damages against exit amounts. Accepted implementation instalments retain their independent basis; rejected or undelivered work follows clause 5. No security interest, personal guarantee or automatic debt admission is created.

24 Transition and live programmes

24.1 Within five Business Days after expiry/termination notice, authorised leads begin a transition plan identifying end date, lawful data recipients, live Products/campaigns, recurring billing, committed prizes, held funds, access, communications, technical

cutover and owners. Non-party cooperation needs actual authority. Pursue claims without withholding records needed for participants, Charity oversight or regulators.

24.2 Within ten Business Days of a lawful request or effective termination, as applicable, Provider supplies a complete standard export of lawfully accessible Client Data in CSV or JSON, original-format attachments held, schema, identifiers, histories, consent/suppression and ticket links. Included Fees cover one explanatory handover session, existing relevant configuration/export documentation and reasonable correction of unusable/incomplete output. Client promptly identifies evidenced defects and nominates a secure authorised recipient/route. Exclude code, others' data and third-party system access. Extra engineering, custom formats or extended help needs written scope, price and limit; standard export is never withheld for unpaid invoices.

24.3 Normal Services and fees continue during valid notice. Post-termination hosting, operation or assistance requires an express limited commitment or further written arrangement specifying duration, scope, fees and permissions; there is no automatic free hosting period. This does not permit stranding an active draw. Arrange lawful completion or wind-down, preserving records, notices, refunds and regulator access. Charity/conductor retains its legal role; Provider makes approved lawful technical changes only. A successor receives no credentials, funds, data or relationship automatically.

24.4 Data closure follows clause 15.5, with a deletion certificate on request. The completion record confirms export/corrections, billing cutover, live-campaign arrangements, prize/funds disposition, access withdrawal, lawful retention and backup/deletion cycle. Retained copies remain secured and limited to their lawful purpose, with no ordinary marketing/product use or automatic succession rights.

24.5 Accrued rights survive. Confidentiality, retained IP/licences, data protection while held, payment reconciliation, records/audit, claims limits, transition and disputes survive as needed to operate. No recurring commercial fee survives its express term or lawful selected settlement. Live prizes and held-money duties remain; claims do not enlarge access or Platform IP rights.

25 Ownership change and assignment

25.1 Give notice of a material proposed control change where lawful and commercially practicable, or promptly after completion if prior disclosure was lawfully restricted. Confidentiality, segregation and Services continue. Ownership change alone neither permits termination nor transfers data or authorises new use. A sale of Provider's shares needs no Client consent if Provider remains the same contracting legal entity.

25.2 If Provider is controlled by Client's direct competitor and an objectively material confidentiality/data-access risk results, assess actual risk and safeguards for thirty calendar days unless the Order selects otherwise. Consider access separation, confidentiality commitments and verified technical restrictions. Client must give reasons; competition alone does not prove an unmanageable risk.

25.3 The Order must select unresolved-risk treatment. Under C1 an exit needs separate written agreement on timing and consequences. Under C2, documented material risk unresolved after the process permits Client termination on the selected notice without future-licence charge, subject to objective expert determination of disputed technical risk. Neither option is implied. Ongoing protection and urgent relief remain available.

25.4 Provider may assign its rights and arrange performance by a company in its corporate group as part of a reorganisation, or by a buyer of all or substantially all of the business supplying the Services, without further Client consent, provided performance and contractual protections are preserved. Provider must obtain the recipient's written assumption of the relevant obligations and notify Client of its identity, the effective date and arrangements. This does not itself release Provider from any obligation or accrued liability; release requires an effective novation or express release by the affected parties.

Other assignments or novations require affected parties' prior written consent, not unreasonably withheld where performance and protections are preserved. Required licence, Charity, Operator and data permissions remain separate.

26 Events outside reasonable control

26.1 An affected party promptly explains the event, prevented obligations and expected duration, mitigates and uses reasonable continuity measures. Relief applies only insofar as an event beyond reasonable control actually prevents performance and could not reasonably be avoided or overcome. Funding shortage, ordinary staffing issues or avoidable contractor failure is not automatically excused. Accrued lawful payments remain due.

26.2 After sixty consecutive days of material prevention, unless the Order selects another longstop, either party may terminate the materially affected Service or, if the whole purpose is defeated, the Agreement without future-licence charge. Reconcile non-supply charges, refund unused prepayments and protect participants through lawful wind-down. No unlawful promotion must continue.

27 Notices and dispute resolution

27.1 Formal notices identify the provision/action and go in writing to the Order's designated addresses. Keep contacts current by written notice. Physical notice is effective on evidenced delivery; email when retrievable at the designated address without failure notice. Outside designated notice hours, receipt moves to next business opening, unless a specific Order deadline expressly uses actual receipt. Default hours are 9 am–5 pm Brisbane Business Days. Transmission alone does not defeat proof of non-delivery. A routine ticket is not termination notice unless expressly identified and sent to the formal address. Designate and test operational/security channels before relevant access; directors remain escalation contacts until replaced.

27.2 A dispute goes first to operational leads for five Business Days, then directors for ten Business Days. If unresolved, attempt one mediation in the location of the Order's ordinary merits forum, or remotely by agreement. Seek an independent mediator within ten Business Days of mediation notice; otherwise any party may seek Resolution Institute

nomination. Cooperate on reasonable appointment terms and attempt mediation within thirty calendar days of appointment. If none accepts within twenty Business Days after nomination is requested, or the mediation period ends unresolved, the permitted court route is available. Each bears its internal costs and shares mediator charges unless agreed otherwise. Urgent protection, regulator complaints, enforcement and steps preserving statutory deadlines are not delayed.

27.3 Subscriber-count, fee-reconciliation, prize-valuation and Net Contribution calculations, and designated technical-security/control measurements, go to an independent appropriately qualified accountant, valuer or technical expert. Agree an expert within ten Business Days or seek Resolution Institute nomination; replace unavailable/conflicted nominees by the same process. Do not unreasonably obstruct. If none accepts within twenty Business Days after nomination request, the selected court may resolve it; existing review rights and interim rates remain.

The expert discloses conflicts, considers both sides' records/submissions, allows response and gives reasons, requested within twenty Business Days after complete evidence or a justified notified timetable. It acts as expert, not arbitrator. Its technical determination binds only that issue, subject to manifest error, fraud and mandatory rights; interpretation, legal rights/enforceability and new bargains remain outside its power. It cannot create a C1 exit. Each pays internal costs and shares external costs equally, except reasonable incremental costs the expert attributes to unreasonable conduct. No institution's broader rules, immunity or indemnity terms are automatically incorporated.

27.4 Continue unaffected obligations, undisputed payments and participant protection during disputes. The Order selects governing law, forum and any permitted direct recovery or protective routes. Any party may seek urgent interim or protective relief in a competent local court, and recognition or enforcement where assets are located, without first completing a different forum's merits process. Do not run concurrent merits proceedings on the same claim in multiple forums; seek coordination or a stay where necessary, preserving protection/enforcement and preventing double recovery. Forum selection cannot exclude mandatory Programme, data, consumer or transaction law or guarantee recognition/enforcement.

28 General terms

28.1 The parties are independent contractors. There is no partnership, joint venture, employment, fiduciary appointment or agency. A separate Charity agency needs actual authority. No party may bind another party, Charity or Operator without authority.

28.2 Subject to clause 1.4, this is the entire agreement for its defined subject matter and replaces prior proposals only as the Order records. It does not implicitly supersede an existing deed or exclude misleading-conduct liability or mandatory rights. Amendments follow clause 1.5. Waivers must be written and authorised; one waiver or delay is not a general waiver.

28.3 An invalid term may be severed only as law permits and if the remainder can operate as intended. Severance cannot invent a new commercial bargain. Cooperate

reasonably on an agreed lawful replacement; the invalid term is unenforceable meanwhile.

28.4 The Order and amendments may be signed in counterparts and electronically where lawful, using a method identifying each authorised signatory and intention. Execution must match actual legal form and authority. Each bears negotiation/preparation costs unless expressly agreed. Use actual signing dates, without backdating. No signatory gives a personal guarantee or promoter undertaking merely by signing for a company.