

WORKSHOP X MARKETING LIMITED - TERMS OF ENGAGEMENT

- 1. Workshop X Marketing Limited (we or us) is an independent company that provides marketing and advisory services.
- 2. By engaging our services, you agree to be bound by these Standard Terms of Engagement.

Fees and Disbursements

- 3. Any cost estimate or quotation for the preparation of work undertaken by us is valid for 30 working days, commencing on the date it is received by you. We reserve the right to amend any cost estimate or quotation upon the expiry of this 30-working day period.
- 4. We reserve the right to submit progress invoices for our fees and disbursements incurred.
- 5. All accounts are payable on the 20th of the month following the invoice date unless an alternative basis of payment has been agreed to by both parties in writing.
- 6. We retain the right to charge collection fees and legal expenses and disbursements for the recovery of overdue accounts.
- 7. Workshop X Marketing Limited has the right to charge penalty interest on late payments at a rate of 2% per month for the recovery of overdue accounts.

Liability

8. While all reasonable care is taken to ensure legal compliance, the client accepts that we are not legal professionals. As such, any written or visual communications, whether they be originated by us or not, are representations that you the client ultimately own and take to market at your discretion. You accept that legal compliance is your responsibility and choose to seek legal counsel on any such work at your own discretion.

Services Provided

9. Our services under this contract are supplied for business purposes in accordance with Consumer Guarantees Act 1993.

Dispute

10. If there is a dispute between the parties about any matter arising under this contract, both parties agree to meet in good faith, and in the first instance to use their best endeavours to resolve the dispute between themselves. In the event that the dispute cannot be resolved by the parties within a reasonable time, the parties must consider whether the dispute can be resolved by use of mediation or other resolution technique. If the dispute is not resolved via mediation, then either party may refer the dispute to arbitration by a sole arbitrator under the Arbitration Act 1996.

Copyright

- 11. All intellectual property associated with work produced by Workshop X Marketing Limited remains the property of Workshop X Marketing Limited until payment is received in full. Until such time as payment has been received, no part of our work may be copied, adapted, modified, reproduced or transmitted in any form by any means without the prior written consent of Workshop X Marketing Limited.
- 12. Where Workshop X Marketing Limited presents numerous design directions, the client agrees that directions that are not chosen as the preferred direction, remain the property of Workshop X Marketing Limited.

Termination

13. You may terminate this Contract at any time by written notice to us. As soon as this notice is received, we shall stop providing our services. Termination of this contract shall not prejudice or affect the accrued rights or claims and liabilities of either party to this

Contract.

14. If you terminate this contract, or we terminate this contract because you have breached it, then you are liable to pay Workshop X Marketing Limited for the extent of work completed at the date of termination.

Confidentiality

15. Workshop X Marketing Limited agrees to, at all times, keep confidential and secure any information pertaining to our client and related companies. Reasonable disclosure, and use of information, either as required by law or as deemed necessary to perform the commissioned work, is allowed.