

CREDIT APPLICATION & TERMS OF TRADE

Talent Corp

Effective Date: 23 May 2026

This Credit Application & Terms of Trade ("Agreement") is entered into between:

The Brand & Talent Corporation Pty Ltd trading as **Talent Corp** ABN 61 640 227 274 ("Talent Corp", "we", "us" or "our")

1. SERVICES

Talent Corp provides services including:

- media planning and buying;
- advertising services;
- influencer marketing;
- talent and ambassador engagements;
- speaker bookings;
- creative production;
- content creation;
- sponsorship management;
- social media marketing;
- digital marketing;
- market research;
- campaign strategy; and
- related consulting and marketing services.

2. CREDIT TERMS

2.1 Any credit account approved by Talent Corp is granted at Talent Corp's sole discretion.

2.2 Talent Corp may:

- (a) approve or reject any application for credit;
- (b) vary, suspend or withdraw credit terms at any time;
- (c) reduce any credit limit; or

(d) require payment in advance.

2.3 The Client acknowledges and agrees that Talent Corp may undertake credit checks, credit reference enquiries and obtain credit reports from credit reporting agencies and commercial credit providers for the purpose of assessing the Client's creditworthiness and determining whether credit terms may be extended.

2.4 If Talent Corp determines, in its sole discretion, that credit terms cannot be extended or continued, the Client agrees that all services, media spend, production costs, talent fees and third-party expenses must be paid in full upfront prior to commencement of services or campaign activity.

2.5 Unless otherwise agreed in writing:

(a) invoices are payable within thirty (30) days from invoice date;

(b) media spend, advertising inventory, talent fees and production costs may require prepayment; and

(c) overdue amounts may result in suspension of services or campaigns.

2.6 The Client acknowledges that Talent Corp may engage third-party suppliers, media owners, influencers, ambassadors, speakers, production companies and advertising platforms on behalf of the Client.

2.7 The Client remains liable for all third-party costs incurred on the Client's behalf.

3. PAYMENT

6.1 Payment must be made without deduction, withholding or set-off.

6.2 Payments may be made by EFT, direct deposit or any other approved method.

6.3 Talent Corp reserves the right to require deposits, milestone payments or full prepayment.

6.4 If any invoice remains unpaid after the due date, Talent Corp may:

(a) suspend services;

(b) pause or cancel campaigns;

(c) withhold Deliverables;

(d) cancel credit facilities; and/or

(e) commence debt recovery proceedings.

6.5 Interest may be charged on overdue amounts at a rate of 10% per annum calculated daily.

6.6 The Client must reimburse Talent Corp for all reasonable costs incurred in recovering overdue amounts, including:

- (a) legal costs;
- (b) mercantile agent fees;
- (c) debt collection fees;
- (d) court filing fees; and
- (e) administrative costs.

4. PERSONAL PROPERTY SECURITIES ACT (PPSA)

7.1 To the extent applicable, the Client grants Talent Corp a security interest under the Personal Property Securities Act 2009 (Cth) ("PPSA") in any goods, assets, campaign materials or Deliverables supplied on credit.

7.2 The Client agrees to do all things necessary to enable Talent Corp to register and perfect any security interest.

7.3 The Client waives any rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

5. CLIENT WARRANTIES

8.1 The Client warrants that:

- (a) all information supplied in this application is true and correct;
- (b) the Client is solvent and able to pay its debts as and when they fall due;
- (c) the signatory has authority to bind the Client; and
- (d) the Client will promptly notify Talent Corp of any material change in financial circumstances.

8.2 The Client acknowledges that Talent Corp relies on the information supplied in assessing creditworthiness.

6. CREDIT INFORMATION & PRIVACY CONSENT

9.1 The Client authorises Talent Corp to:

- (a) obtain credit reports and credit information;
- (b) exchange information with credit reporting agencies;
- (c) make enquiries regarding the Client's creditworthiness;
- (d) disclose payment defaults to credit reporting bodies; and
- (e) contact trade references.

9.2 The Client consents to Talent Corp collecting, using and disclosing personal information in accordance with the Privacy Act 1988 (Cth).

9.3 Talent Corp may retain and use information for account management, debt recovery and commercial risk assessment purposes.

7. DEFAULT

10.1 A default occurs if:

- (a) payment is not made when due;
- (b) the Client breaches this Agreement;
- (c) an insolvency event occurs;
- (d) the Client ceases trading; or
- (e) Talent Corp reasonably believes the Client may be unable to pay its debts.

10.2 Upon default, all monies owing become immediately due and payable.

10.3 Talent Corp may terminate or suspend any services or agreements immediately upon default.

8. DIRECTOR GUARANTEES

8.1 Talent Corp reserves the right, at its sole discretion, to require one or more directors, shareholders or related entities of the Client to provide a personal guarantee and indemnity as a condition of granting or continuing credit terms.

8.2 Where requested by Talent Corp, the Client agrees to procure execution of any director guarantee documentation reasonably required by Talent Corp prior to the provision or continuation of credit facilities.

8.3 Talent Corp may suspend, withdraw or refuse credit terms where requested director guarantees are not provided.

9. LIMITATION OF LIABILITY

12.1 To the maximum extent permitted by law, Talent Corp's liability is limited to:

(a) re-supplying services; or

(b) the amount paid by the Client for the relevant services.

12.2 Talent Corp is not liable for indirect or consequential loss, loss of profits, reputational loss or third-party platform failures.

10. GOVERNING LAW

13.1 This Agreement is governed by the laws of New South Wales, Australia.

13.2 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

11. GENERAL

14.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding credit arrangements.

14.2 Variation

Talent Corp may vary these terms by written notice.

14.3 Severability

If any provision is unenforceable, the remaining provisions continue in force.

14.4 Waiver

Failure to exercise a right does not constitute waiver.

14.5 Assignment

The Client may not assign its rights without Talent Corp's written consent.