

STANDARD TRADING TERMS & CONDITIONS

The Brand & Talent Corporation Pty Ltd trading as Talent Corp | ABN 61 640 227 274 | 5 Alexander Street, Crows Nest NSW 2065 | Revised draft • 27 October 2026

1. Application and acceptance

1.1 These Standard Trading Terms apply to advertising, media, talent, ambassador, speaker, creative, research, production and related services supplied by Talent Corp to a client (Client). A written or electronically accepted booking, quote, proposal, statement of work (SOW), campaign approval or instruction constitutes an order subject to these terms where supplied and accepted.

1.2 A signed master services agreement prevails on relationship and remuneration; approved Credit Terms govern credit limits, payment default and recovery; these Trading Terms govern operational bookings and third-party commitments. A campaign SOW governs its particular scope, budget, milestones and expressly agreed payment timing. An SOW overrides another provision only if it expressly identifies that provision and is accepted by both parties.

2. Orders and authority

2.1 The Client warrants that its representatives have authority to approve bookings, costs, materials and instructions. Email approvals from authorised representatives may be relied upon.

2.2 Talent Corp may engage media owners, platforms, talent representatives, producers and other suppliers as principal or as expressly authorised agent, as identified for the transaction. The Client remains responsible for approved third-party commitments.

2.3 Where a Client acts for an advertiser or another principal, the Client remains principally liable for payment unless Talent Corp expressly agrees otherwise in writing.

3. Fees, commissions and payment

3.1 Fees, budgets and timing are agreed per booking or SOW. Unless a SOW expressly states otherwise, invoices under an approved credit facility are due 30 calendar days from invoice date. No credit facility arises without Talent Corp approval.

3.2 An SOW may specify payment in advance, deposits, milestone payments, shorter or longer due dates, or direct supplier payments. Such express SOW payment terms prevail for that campaign. Talent Corp may require prepayment for media, talent, production and other third-party commitments irrespective of an approved general credit facility, if stated in the SOW or supplier conditions.

3.3 Talent Corp may receive and retain lawful supplier commissions, rebates, discounts, margins, volume incentives, referral fees and other benefits in addition to service fees, unless expressly agreed otherwise. No routine itemisation is required except where law or an agreed SOW requires disclosure.

3.4 Unpaid invoices may attract interest at 10% per annum calculated daily, to the extent lawful, and reasonable recovery costs. Talent Corp may suspend unperformed services on notice, subject to law and unavoidable supplier commitments.

4. Bookings, variations and cancellation

4.1 Once approved, third-party bookings may be non-cancellable or subject to supplier-specific terms. The Client must pay approved commitments and actual, applicable cancellation or variation charges notwithstanding termination of a master agreement.

4.2 Talent Corp will use commercially reasonable efforts to mitigate avoidable cancellation costs but need not incur unapproved expense or assume additional financial risk.

4.3 Delivery dates, placements and inventory may be affected by supplier changes, technical failures or events beyond reasonable control. Talent Corp will notify the Client where reasonably practicable and seek suitable alternatives.

5. Client materials and compliance

5.1 The Client must supply accurate, lawful, appropriately cleared and timely creative, claims, instructions, approvals and assets. It warrants that materials comply with applicable law, including the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law, relevant advertising codes and third-party rights.

5.2 Talent Corp may reject material reasonably believed to be unlawful, misleading, defamatory, infringing or contrary to platform or media-owner policies. Missed material deadlines do not automatically relieve the Client of committed third-party charges.

6. Intellectual property and talent rights

6.1 Each party retains its pre-existing intellectual property. Talent Corp retains ownership of its methods, plans, templates, research tools, databases, rate information and know-how unless expressly agreed otherwise.

6.2 Subject to payment, the Client receives the rights expressly granted in the SOW to use client-specific deliverables. Third-party content, talent likeness, music, photography and other licensed material remain subject to the agreed territory, media, duration, exclusivity and usage restrictions. No wider rights are implied.

7. Liability and indemnities

7.1 Each party is responsible for loss caused by its breach, negligence or unlawful conduct to the extent it caused or contributed to that loss. The Client indemnifies Talent Corp against third-party claims arising from Client-supplied materials or unauthorised instructions, except to the extent caused by Talent Corp.

7.2 To the extent permitted by law, neither party is liable for indirect or consequential loss. Talent Corp's aggregate liability arising from a particular SOW is limited to service fees paid or payable to Talent Corp under that SOW in the 12 months before the event giving rise to liability, excluding pass-through media and third-party costs.

7.3 This limitation does not exclude liability that cannot lawfully be excluded, or liability for fraud or wilful misconduct. Any non-excludable statutory guarantees remain unaffected.

8. Confidentiality and privacy

8.1 Each party must protect the other party's non-public commercial and personal information and use it only to perform the relevant services, subject to legal disclosure obligations.

8.2 Each party must comply with applicable privacy law and notify the other promptly of a material information security incident affecting shared information.

9. Termination and survival

9.1 Either party may terminate an ongoing engagement on the notice stated in the applicable master agreement or SOW. Material breach may justify termination following reasonable written notice and an opportunity to remedy where capable of remedy.

9.2 Termination does not discharge accrued fees, approved supplier commitments, cancellation charges, existing talent usage restrictions, confidentiality, intellectual property or rights intended to survive.

10. General

10.1 New South Wales law governs these terms. Notices may be given by email to nominated contacts. Variations require written acceptance; unilateral updates do not amend an already signed master agreement.

10.2 If any provision is unenforceable it is severed to the minimum extent necessary. Neither party waives rights by delay. These terms are to be read consistently with any signed master agreement and accepted Credit Terms.