

VERSION 1.1 · 29 SEPTEMBER 2026

Standard Terms of Engagement

These terms apply to every engagement with Freehold Systems. Each engagement is set out in a Statement of Work, such as a quote, that refers to these terms. Where a Statement of Work expressly overrides a numbered clause, the Statement of Work applies.

1 Parties and how these terms work

- 1.1 These terms are between Freehold Systems Pty Ltd ACN 702 758 816, ABN 36 702 758 816 (**Freehold Systems, we, us**), and the client named in a Statement of Work (**Client, you**).
- 1.2 Each engagement is set out in a Statement of Work (**SOW**) that refers to these terms. The SOW and these terms together form the **Agreement**. If they conflict, the SOW prevails, but only for that engagement and only where the SOW expressly says it overrides a numbered clause.
- 1.3 The same terms apply to every client, including related entities of Andrew West. No client receives different intellectual property terms unless a SOW says so in writing.
- 1.4 Signing or accepting a SOW in writing, including by email, or paying a deposit, is acceptance of these terms.

2 Definitions

- **Background IP:** any code, tools, libraries, templates, know-how or other material that we, or a person who licenses it to us, owned or developed before, or independently of, an engagement, including Platform Code, including improvements to them that are not specific to the Client.
- **Business Day:** a day other than a Saturday, Sunday or public holiday in Sydney, NSW.
- **Client Materials:** anything the Client supplies, including data, content, credentials, designs and existing code.
- **Confidential Information:** information disclosed by one party to the other that is marked confidential or would reasonably be understood to be confidential, including source code, data, business plans and credentials. It does not include the Excluded Information described in clause 7.7.
- **Deliverables:** the software, source code, documentation and other material created specifically for the Client under a SOW, excluding Background IP and Third-Party Materials.
- **Fees:** the fees set out in a SOW.
- **Intellectual Property Rights:** all copyright, patents, designs, trade marks, trade secrets, rights in software and databases, and similar rights anywhere in the world, whether registered or not.
- **Third-Party Materials:** open-source software, commercial libraries, APIs, fonts and other material owned by someone other than either party.

3 Services and changes

- 3.1 We will perform the services described in each SOW with reasonable care and skill, and to the standard expected of a competent software developer.
- 3.2 Timeframes in a SOW are estimates unless the SOW states a fixed date. We are not responsible for delay caused by the Client, including late feedback, access, Client Materials or payment.
- 3.3 Either party may request a change to scope. A change is binding only once both parties agree it in writing, including by email, with any change to Fees and timing.
- 3.4 The Client will provide timely access, information and decisions, and is responsible for the accuracy and lawful use of Client Materials, and for holding the rights needed for us to use them.

- 3.5 We decide how, when and where the services are performed. We are an independent contractor, not an employee, partner or agent of the Client.

4 Fees and payment

- 4.1 The Client pays the Fees set out in the SOW, on a fixed-price, milestone, subscription or time-and-materials basis as stated there. Unless the SOW says otherwise, a deposit of 30% is payable before work starts.
- 4.2 We invoice on the dates or milestones in the SOW, or fortnightly in arrears for time-and-materials work. Invoices are payable within 14 days.
- 4.3 Fees exclude GST. The Client pays GST on top of the Fees on receipt of a tax invoice.
- 4.4 If an invoice is overdue, we may charge interest at 10% per annum, calculated daily, and after 7 days' written notice may suspend work until it is paid. Timeframes extend by the suspension period.
- 4.5 Pre-approved third-party costs, such as hosting, licences and API usage, are passed through at cost unless the SOW says the Client pays them directly or they are included in the Fees.
- 4.6 The Client must raise any disputed amount in writing within 7 days of the invoice and pay the undisputed part on time.

5 Intellectual property

- 5.1 **Assignment on payment.** On payment in full of the Fees for a Deliverable, we assign to the Client all Intellectual Property Rights in that Deliverable, including source code, with full title guarantee. This clause is identical for every client.
- 5.2 **Before payment.** Until the Fees for a Deliverable are paid, we own it and the Client has a non-exclusive licence to use it for testing and evaluation only, unless the SOW grants a wider licence.
- 5.3 **Background IP.** We, or our licensor, keep ownership of Background IP. To the extent Background IP other than Platform Code is included in a Deliverable, we grant the Client a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to use, modify and copy it as part of that Deliverable. The licence transfers only with the Deliverable. The Client never needs our permission or further payment to run or change its own software.
- 5.3A **Platform Code.** Platform Code is any pre-existing software platform or product codebase identified as Platform Code in a SOW (for example, a CRM core). On payment of the Fees, we grant the Client a perpetual, non-exclusive, royalty-free licence to use, copy and modify the Platform Code for the internal operation of the Client's own business only. The Client may not sell, sublicense, distribute, host for others or otherwise make the Platform Code, or any product substantially based on it, available to any third party, except to a purchaser of the whole of the Client's business who agrees to the same terms. Customisations made specifically for the Client are Deliverables and assign under clause 5.1. We warrant that we own the Platform Code or hold a licence from its owner that permits this licence.
- 5.4 **Source code and handover.** On payment we will deliver the source code, build instructions and credentials for the Deliverables into the Client's own repository and accounts. Any repository or account we created for the Client will be transferred to it.
- 5.5 **Third-Party Materials.** Deliverables may include Third-Party Materials, which are licensed to the Client under their own terms. We will list material open-source components and their licences on request, and will not knowingly include components under licences that would require the Client to publish its proprietary source code, unless the SOW permits it.
- 5.6 **Client Materials.** The Client keeps ownership of Client Materials and grants us a licence to use them only to perform the services.
- 5.7 **Further assurance.** Each party will sign any document reasonably needed to give effect to this clause 5.

- 5.8 Portfolio.** We may describe the general nature of the work in our portfolio without disclosing Confidential Information, unless the Client objects in writing.
- 5.9 Credit.** If the SOW says the Client accepts a credit, we may place a small, unobtrusive credit reading "Built by Freehold Systems", linked to our website, in the footer of the Client's public website or app. The Client may ask us to remove it at any time on 14 days' written notice, and may remove it itself after handover. No credit appears in the Client's staff tools, documents or emails.

6 Moral rights

- 6.1** To the extent permitted by law, we will procure that Andrew West, and each of our employees and subcontractors who contributes to a Deliverable, consents to the Client and its successors doing any act or omission in relation to the Deliverables that would otherwise infringe their moral rights under Part IX of the Copyright Act 1968 (Cth), including not attributing authorship, altering the work and using it in any context.
- 6.2** This consent is given for no additional consideration and survives termination.

7 Confidentiality and client data

- 7.1** Each party will keep the other's Confidential Information confidential, use it only for the Agreement, and disclose it only to its personnel, subcontractors and advisers who need to know it and are bound by equivalent obligations, or where required by law.
- 7.2** We will handle personal information in Client Materials in line with the Privacy Act 1988 (Cth) where it applies, use it only to perform the services, and tell the Client promptly if we become aware of unauthorised access to it.
- 7.3** Credentials and access given to us will be stored securely, used only for the services, and returned or revoked at the end of the engagement.
- 7.4** On termination, or on written request, each party will return or securely delete the other's Confidential Information, except copies kept in routine backups or required by law, which remain confidential.
- 7.5** This clause survives termination for 5 years, and indefinitely for source code, credentials and personal information.
- 7.6** Where a SOW involves government, defence or classified information, the security requirements in that SOW apply in addition to this clause.
- 7.7 Excluded Information.** The following is not Confidential Information: (a) information that is or becomes public other than through a breach; (b) information the recipient already knew or held before disclosure; (c) information the recipient develops independently without using the discloser's Confidential Information; (d) information lawfully received from a third party not under a duty of confidence; (e) any product, software, platform or service commercially available anywhere in the world, with its features, functions, outputs, workflows, user interface, integrations and pricing, and the idea of building software that does the same or similar things; and (f) general knowledge, methods and standards in software engineering, data integration, security, and the Client's industry, including published documentation, file formats, protocols and guidelines.
- 7.8 Combinations.** A combination of features is protected only to the extent the combination itself is original to the discloser. The individual features remain Excluded Information unless they are Confidential Information in their own right.
- 7.9 Onus.** The party asserting that information is Excluded Information bears the onus of showing it, acting reasonably and using records where available.
- 7.10 Health and sensitive data.** The Client will not give us information identifying a patient or other individual's health information unless the SOW provides for it; test and sample data must be de-identified or synthetic.
- 7.11 Remedies.** Damages may not be an adequate remedy for a breach of this clause 7, and the discloser may seek injunctive relief.

- 7.12 Prior confidentiality agreements.** From the date of the first SOW between the parties, this clause 7 replaces any earlier confidentiality agreement between the Client and us, or our Related Persons, for the same project, except for information disclosed and obligations accrued before that date. Related Persons has the meaning given in that earlier agreement or, if none, means entities controlled by Andrew West.

8 Non-exclusivity, subcontractors and AI tools

- 8.1 No exclusivity.** We may provide services to anyone, including the Client's competitors and other businesses in the same sector, provided we do not use the Client's Confidential Information or Deliverables in doing so. The Client may engage other developers.
- 8.2 Subcontractors.** We may use subcontractors. We remain responsible for their work, will bind them to confidentiality and to assign their rights in Deliverables so that clause 5 can take effect, and will name any subcontractor on request. A SOW may require the Client's prior approval.
- 8.3 AI tools.** We use AI-assisted development tools, such as code assistants, in performing the services. We will: (a) disclose the tools used on request; (b) not enter the Client's Confidential Information or personal information into any tool that uses it to train models available to others; (c) review all AI-generated output before it is included in a Deliverable; and (d) comply with any restriction on AI tools stated in a SOW.
- 8.4** The Client acknowledges that copyright may not subsist in some purely machine-generated material. Our warranty in clause 9 and the assignment in clause 5 apply to the Deliverables as a whole, to the extent rights exist in them.

9 Warranties and acceptance

- 9.1** We warrant that, to our knowledge, the Deliverables (excluding Client Materials and Third-Party Materials) are our original work or work we have the right to assign, and their use as contemplated by the SOW will not infringe a third party's Intellectual Property Rights in Australia.
- 9.2 Acceptance.** The Client has 10 Business Days after delivery to test a Deliverable against the SOW and notify material defects in writing. We will fix notified defects and redeliver. A Deliverable is accepted when that period ends without notice, or when the Client uses it in production, whichever is earlier.
- 9.3 Defect period.** For 30 days after acceptance we will fix, at no charge, any failure of a Deliverable to conform to the SOW, unless caused by Client changes, Client Materials, Third-Party Materials or the hosting environment.
- 9.4** Except as stated in this clause and to the extent permitted by law, all other warranties are excluded. Nothing in the Agreement excludes, restricts or modifies any right or remedy under the Australian Consumer Law that cannot lawfully be excluded; where permitted, our liability for breach of a consumer guarantee is limited to resupplying the services or paying the cost of having them resupplied.
- 9.5 Client warranty.** The Client warrants that it is entitled to give us the Client Materials and information it provides, including anything originating from its principals, and that, so far as it is aware, they are not subject to any obligation of confidence to, or right of, a third party such as a current or former employer, research institution, funder or collaborator.
- 9.6 No regulatory advice.** We do not represent that any Deliverable can lawfully be supplied or used without regulatory approval, and we do not give regulatory, clinical, financial or legal advice. Nothing in the Agreement makes us the manufacturer, sponsor or operator of any regulated product or service. The Client is responsible for its own regulatory compliance.

10 Liability

- 10.1 Cap.** Our total liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence), statute or otherwise, is limited to the Fees paid under the relevant SOW in the 12 months before the event giving rise to the claim.

- 10.2 Excluded loss.** Neither party is liable for loss of profit, revenue, data, goodwill or business opportunity, or any indirect or consequential loss.
- 10.3 Carve-outs.** Clauses 10.1 and 10.2 do not limit liability for fraud, wilful misconduct, breach of confidentiality, or the Client's obligation to pay the Fees.
- 10.4 Proportionate reduction.** Each party's liability is reduced to the extent the other party, or its personnel or other contractors, caused or contributed to the loss.
- 10.5 Client indemnity.** The Client indemnifies us against third-party claims arising from Client Materials or from the Client's use of the Deliverables in breach of law or outside the SOW.
- 10.6 Data and backups.** The Client is responsible for keeping backups of its own data and systems, unless the SOW includes backups in the services.
- 10.7 Insurance.** We will hold any professional indemnity and public liability insurance required by a SOW while we perform the services under it, and provide certificates on request.

11 Termination

- 11.1 Convenience.** Either party may end a SOW on 14 days' written notice.
- 11.2 Breach.** Either party may end a SOW immediately by written notice if the other materially breaches the Agreement and does not remedy the breach within 10 Business Days of notice, or becomes insolvent or bankrupt.
- 11.3 Non-payment.** We may end a SOW by written notice if an undisputed invoice is more than 30 days overdue.
- 11.4 On termination:** (a) the Client pays for all work performed and non-cancellable costs incurred up to the termination date, and any deposit is applied to that amount; (b) on that payment, clause 5 applies to all work in progress, which we will deliver in its current state with source code; (c) work for which payment has not been made remains ours.
- 11.5** Clauses 5, 6, 7, 10, 11.4, 12 and 13 survive termination.

12 Independence from DeMarque Finance

- 12.1** Freehold Systems is a software development business operated independently of DeMarque Finance, DeMarque Home Loans and any Australian credit licensee or credit representative arrangement (together, **DeMarque**).
- 12.2** Freehold Systems is not part of, and is not an agent, representative, authorised representative, referrer or related service of, DeMarque. Nothing in the Agreement is, or should be relied on as, credit assistance, financial advice or any other service regulated under the National Consumer Credit Protection Act 2009 (Cth) or the Corporations Act 2001 (Cth).
- 12.3** DeMarque is not a party to the Agreement, has no liability under it, and does not supervise or guarantee our services. The Client must not describe Freehold Systems as connected with DeMarque.
- 12.4** Andrew West's other business interests, including as a director or shareholder of other companies, do not form part of, and are not affected by, the Agreement.

13 General

- 13.1 Governing law.** The Agreement is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of its courts.
- 13.2 Disputes.** Before starting proceedings (except for urgent interlocutory relief), a party must give written notice of the dispute and the parties must meet within 10 Business Days to try to resolve it. If unresolved within 20 Business Days, either party may refer it to mediation with the Resolution Institute before litigation.

- 13.3 Notices.** Notices must be in writing and may be sent by email to the addresses in the SOW. An email notice is received when sent, unless the sender receives an undeliverable message.
- 13.4 Assignment.** The Client may not assign the Agreement without our consent, not to be unreasonably withheld. We may assign or novate the Agreement, including all rights and obligations and any rights in work in progress, to a related body corporate or a company controlled by Andrew West by written notice to the Client, and the Client will sign any document reasonably needed to give effect to it.
- 13.5 Entire agreement.** The Agreement is the entire agreement for its subject matter. Variations must be in writing and agreed by both parties.
- 13.6 Force majeure.** Neither party is liable for delay caused by events beyond its reasonable control, other than payment obligations.
- 13.7 Severance, waiver and counterparts.** An unenforceable provision is severed without affecting the rest. A failure to exercise a right is not a waiver. The Agreement may be signed electronically and in counterparts.
- 13.8 Legal advice.** Each party confirms it has had the opportunity to obtain independent legal advice before accepting these terms, and enters the Agreement freely.