



HL-TOS-200
28 AUGUST 2026

TERMS OF SERVICE

COMMERCIAL TERMS FOR HAMILTON LOCKHART ENGAGEMENTS

VERSION 2.0

EFFECTIVE 28 AUGUST 2026

IMAGINE | BUILD | INSPIRE

DOCUMENT OVERVIEW

Joshua Ernest Hamilton trading as Hamilton Lockhart

Version	2.0
Effective date	28 August 2026

Service provider: Joshua Ernest Hamilton trading as Hamilton Lockhart | ABN 20 407 794 631

Key terms at a glance

This summary highlights important commercial terms and does not replace the numbered clauses or the applicable Engagement Document.

- Scope, fees, milestones and any recurring service are included only when stated in an accepted Engagement Document.
- Third-party subscriptions, hosting, API usage and operating costs are payable by the party identified in the Engagement Document.
- Unpaid Deliverables or affected services may be withheld or suspended only under the notice and escalation process in these Terms; Client-owned data is not transferred to Hamilton Lockhart as payment security.
- Client Data remains the Client's property. Deliverable ownership or licence rights arise as stated in the Engagement Document and clause 11.
- Liability limits, exclusions and mandatory Australian Consumer Law rights are addressed in clause 16.
- Project-specific service names, benefits, prices and cancellation rules apply only when they are expressly offered in an Engagement Document.

1. Application, acceptance and onboarding

These Terms apply to each engagement between Joshua Ernest Hamilton trading as Hamilton Lockhart and the Client. An engagement is formed when the Client signs or accepts an Engagement Document, or instructs Hamilton Lockhart to commence paid work after receiving these Terms.

The Engagement Document records the project-specific scope, fees, timing, Deliverables and conditions. Project-specific terms in an accepted Engagement Document apply to that engagement where they differ from these Terms.

A person accepting an Engagement Document for an organisation confirms that they have authority to bind that organisation. The Client may propose amendments before acceptance, and any agreed amendment will be recorded in writing.

Hamilton Lockhart may require the following onboarding items before work begins: an accepted Engagement Document, any agreed upfront payment, nominated authorised contacts, required system access, requested information and confirmation of Client responsibilities. The commencement date and delivery schedule may be adjusted until those items have been provided.

Rights and remedies that cannot legally be excluded, including applicable rights under the Australian Consumer Law, continue to apply.

2. Definitions

Term	Definition
AI System	A model, agent, automation or system that uses artificial intelligence to generate, recommend or perform outputs or actions.
Background IP	Hamilton Lockhart's pre-existing or reusable methods, software, code, templates, prompts, frameworks, tools, designs and technical know-how.
Business Day	A day other than a Saturday, Sunday or public holiday in New South Wales.
Client	The person or organisation identified as the client in the Engagement Document.
Client Data	Information, records, files, credentials and other material supplied by the Client or accessed through Client Systems.
Client System	A system, account, device, network, repository or platform controlled or administered by the

Term	Definition
	Client or its provider.
Confidential Information	Non-public commercial, technical, financial, operational or personal information disclosed in connection with an engagement.
Deliverable	An item expressly identified for delivery in the Engagement Document.
Engagement Document	An accepted proposal, quote, client services agreement, statement of work or other document describing a specific engagement.
High-Impact Output	AI-generated or automated output used to support a legal, financial, employment, safety-critical, regulated or similarly consequential decision.
Hosted Service	A system, application or agent operated by Hamilton Lockhart or through a Third-Party Service and made available for an agreed term.
Pilot	A limited operational deployment used to evaluate a solution under agreed safeguards before broader use.
Production System	A Deliverable approved for the operational use stated in the Engagement Document after agreed testing and acceptance.
Prototype	A controlled-environment Deliverable used to test feasibility, design or functionality.
Security Incident	A suspected or confirmed compromise affecting the confidentiality, integrity or availability of Client Data, credentials, systems or Deliverables.
Services	The work described in the Engagement Document.
Third-Party Service	An AI model, cloud service, hosting platform, API, software product or infrastructure service supplied by a third party.

3. Consultations and project stages

3.1 Consultations

A consultation may include workflow discovery, discussions with Client personnel, review of information supplied by the Client and development of recommendations. The Engagement Document states whether the consultation is free or paid, the time or spending limit, the intended output and the payment terms.

A consultation does not include implementation, production access, technical deployment or a transfer of internal working materials unless the Engagement Document expressly includes those items. Recommendations are based on the information available at the time and may change after technical validation or access to additional information.

3.2 Design and development

Design and development Services may include architecture, prototypes, configured workflows, software, AI Systems, testing materials and project documentation. The Engagement Document states the Deliverables, project classification and any exclusions.

3.3 Integration and deployment

Integration and production deployment will occur only where included in the Engagement Document. Before deployment, the parties will confirm the approved environment, access permissions, testing responsibilities, human approval controls, deployment window and any rollback or recovery requirements.

Hamilton Lockhart may delay deployment where agreed acceptance criteria have not been met, required approvals are missing, the Client System is not ready, or deployment would create a material security, safety or operational risk. Any additional work required to make a Client System ready will be treated as a scope change.

3.4 Project classification

Each material Deliverable may be classified as a Prototype, Pilot or Production System. The classification determines its intended use, testing requirements, safeguards, support and permitted reliance.

A Prototype or Pilot may be used only for the purpose and environment stated in the Engagement Document.

4. Scope and change control

Hamilton Lockhart will perform the Services described in the Engagement Document with due care and skill. A delivery date is an estimate unless the Engagement Document identifies it as fixed.

A change to scope, Deliverables, assumptions, Client Systems, integrations, project classification, acceptance criteria or responsibilities requires written agreement before the changed work begins. Hamilton Lockhart will identify the expected effect on fees, timing, dependencies and Deliverables.

A change may be approved through a revised Engagement Document, written change request, quote or other written confirmation accepted by authorised representatives of both parties. Hamilton Lockhart may rely on Client information, instructions and approvals that appear complete and accurate.

Where new information materially changes the assumptions used to price or design the Services, Hamilton Lockhart may issue a revised scope, price or schedule before continuing the affected work.

5. Fees, invoices and payment

Fees, invoice milestones, payment terms, spending limits and any upfront payment are stated in the Engagement Document. Unless an invoice or Engagement Document states another due date, an invoice is due 14 calendar days after issue. All amounts are in Australian dollars unless expressly stated otherwise. GST will be charged only where legally applicable and identified on the invoice. Credit terms apply only where agreed in writing.

Third-party subscriptions, licences, hosting, API usage and operating costs are payable by the party identified in the Engagement Document. Approved travel, accommodation and out-of-pocket expenses may be charged only where the Engagement Document states the rate, approval process or limit.

For staged work, Hamilton Lockhart may require payment for a completed stage before commencing the next stage. Production deployment, final code transfer and handover may be withheld until amounts due for the relevant work have been paid, subject to rights that cannot legally be excluded.

5.1 Invoice disputes

The Client must notify Hamilton Lockhart in writing of a genuine invoice dispute before the due date or within seven calendar days after receiving the invoice, whichever is later. The notice must identify the disputed item and the reason for the dispute.

The Client must pay the undisputed amount by the due date. A billing error discovered later may still be raised promptly after discovery.

Hamilton Lockhart will review the disputed item, provide a reasonable explanation or supporting breakdown and correct any identified billing error. The parties will attempt to resolve the dispute promptly. When the dispute is resolved, any amount agreed or determined to be payable becomes due seven calendar days after written resolution, unless a later date is agreed.

A disputed amount will not be treated as overdue while the Client is participating in that process in good faith. If the Client stops participating, fails to provide reasonably requested information, or does not respond for 10 calendar days after a written request, Hamilton Lockhart may issue a written dispute outcome and the undisputed or substantiated amount becomes due seven calendar days later, subject to clause 17 and any non-excludable rights.

5.2 Overdue amounts

Where an undisputed amount remains unpaid, Hamilton Lockhart will provide at least five calendar days written notice before suspending affected work, withholding unpaid Deliverables, postponing the next stage or withdrawing credit. Any suspension will be proportionate to the overdue amount and managed to avoid an immediate safety or security risk where reasonably practicable.

Hamilton Lockhart may recover an overdue amount through reminders, formal demand, mediation, a debt collection service or court proceedings, together with reasonable external recovery costs where permitted by law.

6. Client responsibilities and information accuracy

The Client will provide timely access, information, decisions and approvals reasonably required to perform the Services and will nominate representatives authorised to issue instructions and approve fees. The Client is responsible for ensuring it has the rights, permissions and consents required to provide Client Data, system access and instructions.

The Client will identify sensitive, regulated, restricted or legally privileged material before it is supplied. The Client remains responsible for Client Systems, accounts, backups, cybersecurity, access administration, source-data quality and regulatory obligations except where the Engagement Document assigns a responsibility to Hamilton Lockhart.

The Client will review and approve Deliverables where approval is required and will independently verify High-Impact Output before relying on it or allowing it to trigger a consequential action.

6.1 False, misleading or incomplete information

The Client must not knowingly or recklessly provide information, records or instructions that are materially false, misleading or incomplete. If such information affects a quote, scope, design, schedule or Deliverable, Hamilton Lockhart may pause the affected Services and issue a revised price, scope or schedule.

The Client is responsible for reasonable additional work and external cost directly caused by the materially false, misleading or incomplete information, provided Hamilton Lockhart explains the effect and obtains written approval before carrying out further chargeable work. A deliberate or repeated breach may be treated as a material breach of the engagement.

7. Access, API keys and credentials

Each party will use reasonable security measures when creating, transferring, storing and using passwords, API keys, access tokens, certificates, recovery codes and other credentials used for the Services. Where practicable, the Client will provide named accounts, least-privilege permissions and temporary or time-limited access.

Shared administrator credentials and personal employee passwords should be avoided where a suitable alternative is available. Credentials must be transferred through an agreed secure method and must not be placed in public repositories, source code, ordinary logs or AI prompts.

A party that becomes aware of suspected exposure will notify the other promptly and take action within its control to rotate, revoke or restrict the affected credential. Hamilton Lockhart will remove or revoke access it controls when no longer required.

The Client will remove or revoke Client-controlled access following handover, termination or notification from Hamilton Lockhart. Continuing access for support or monitoring must be recorded in writing.

8. Delays, cancellation and suspension

8.1 Client-caused delay

A delay caused by unavailable Client information, approvals, access, personnel or Client Systems may result in a revised schedule and reasonable additional cost where the delay creates additional work or reserved capacity cannot reasonably be reallocated. Hamilton Lockhart will notify the Client of the expected effect before charging additional work.

8.2 Hamilton Lockhart delay

Where Hamilton Lockhart becomes aware of a material delay within its control, it will notify the Client, explain the expected effect and provide a revised schedule. The Client will not be charged for additional work required solely to correct that delay.

If a material Hamilton Lockhart delay continues for more than 30 calendar days after the original estimated delivery date, excluding a documented Client-caused delay, approved scope change or event beyond reasonable control, and substantially prevents delivery of the affected Services, the Client may terminate the unperformed portion by written notice and receive a refund of prepaid fees allocated to that unperformed portion. A revised schedule does not restart this 30-day period unless the Client expressly agrees in writing.

8.3 Cancellation by the Client

The Client may cancel or postpone an engagement by written notice. The Client remains responsible for Services properly performed, work in progress, reasonable preparation, non-cancellable commitments and reserved capacity that cannot reasonably be reallocated. The same time, activity or cost will not be charged more than once under different categories. Hamilton Lockhart will provide a reasonable reconciliation showing amounts applied, amounts due and any refundable balance.

Hamilton Lockhart will take reasonable steps to reduce avoidable cost and refund any prepaid balance for work not performed after deducting non-duplicative amounts properly due. A prepaid engagement fee or deposit is applied according to the Engagement Document and this reconciliation; it is not automatically forfeited unless the Engagement Document lawfully and expressly states otherwise.

8.4 Suspension by Hamilton Lockhart

Hamilton Lockhart may suspend affected Services where continuation would be unlawful, unsafe, materially insecure, outside scope, dependent on an unavailable system, or where the Client is in material breach. Except where urgent action is required, Hamilton Lockhart will provide written notice and a reasonable opportunity to address the issue.

Hamilton Lockhart will use reasonable efforts to resume the affected Services within a reasonable period after the cause has been resolved and the requirements for safe and supported resumption have been met.

9. Confidentiality, privacy and security

Each party will protect the other party's Confidential Information, use it only for the engagement or as required by law, and disclose it only to people who require access and are subject to appropriate confidentiality obligations. Confidentiality obligations do not apply to information that is publicly available without breach, was lawfully known before disclosure, is independently developed without use of the disclosed information, or is lawfully received from another source without restriction.

A party required by law to disclose Confidential Information will, where legally permitted, give the other party reasonable notice and disclose only the information required. Hamilton Lockhart will handle Client Data, credentials, provider access, retention and Security Incidents in accordance with the version of the Data Handling, Security & System Ownership Policy identified in the Engagement Document.

Hamilton Lockhart will process Client Data only to perform and support the Services, follow documented Client instructions, protect the systems and information involved, administer the engagement, exercise contractual rights or comply with law. Hamilton Lockhart is responsible for reasonable security design and implementation within the agreed scope.

The Client is responsible for its broader systems, networks, devices, personnel access, backups and compliance unless expressly included in the Services.

10. AI Systems and permitted use

AI Systems may produce inaccurate, incomplete, inconsistent, biased or unpredictable outputs. High-Impact Output must be reviewed and verified by a suitably authorised person before it is communicated externally or used for a consequential decision or action.

The Engagement Document may identify outputs and actions requiring mandatory human approval, including external communications, quotations, payments, payroll actions, access changes, regulatory submissions and employment-related decisions. The Client will use the Services and Deliverables lawfully and in accordance with agreed safeguards and documentation.

The Client will not use them for unlawful access, malware, fraud, deception, unlawful surveillance, unlawful profiling, harassment, exploitation, infringement of rights or unauthorised processing of data. The Client will not materially expand an AI System's permissions, tools, data access or autonomy without appropriate technical and risk review.

Hamilton Lockhart may pause an instruction or affected functionality where it reasonably identifies a material legal, security or safety risk. Hamilton Lockhart will use reasonable efforts to restore the affected functionality within a reasonable period after the material risk has been resolved and the requirements for safe and supported operation have been met.

11. Intellectual property

The Client retains ownership of Client Data, branding, content and pre-existing systems. Hamilton Lockhart retains ownership of its Background IP.

The Client grants Hamilton Lockhart a limited, non-exclusive licence to access, copy, process and use Client Data and Client materials only as reasonably required to perform the Services, meet legal obligations and exercise rights under the engagement. The licence ends when the material is no longer required, subject to agreed retention periods and legal obligations.

Ownership and licensing of custom Deliverables are stated in the Engagement Document. Where it is silent, Hamilton Lockhart retains ownership and grants the Client, after full payment, a perpetual, non-exclusive licence to use, host, back up and modify the Deliverable for the Client's internal business purposes.

A transfer of ownership applies only to the Deliverable expressly identified for transfer and excludes Background IP and thirdparty material. Background IP incorporated into a Deliverable is licensed only to the extent required to use that Deliverable.

Third-party and open-source components remain subject to their licence terms. Intellectual property protection for AI-generated material may be limited or uncertain under Australian law.

12. Third-Party Services and Hosted Services

The Services may depend on Third-Party Services. Hamilton Lockhart will exercise reasonable care when selecting and configuring Third-Party Services within its control.

The Client is responsible for approved Third-Party Service charges and for complying with terms applying to Client-owned accounts. A material provider change may require an adjustment to scope, fees, timing or technical design.

Hamilton Lockhart may propose replacing a Third-Party Service where reasonably required by availability, pricing, security, legal terms or technical suitability. Hamilton Lockhart will use reasonable efforts to identify an available replacement suitable for the agreed purpose.

Any replacement is subject to technical feasibility, provider availability, applicable provider terms, agreed privacy, security and data-residency requirements, and any necessary adjustment to scope, fees or timing. Hamilton Lockhart will not implement a replacement that materially changes an expressly agreed privacy, security or data-residency requirement without the Client's written approval.

12.1 Hosted Services

Where the Engagement Document identifies a Hosted Service, the Client receives the access rights stated in that document for the agreed term. Access is subject to payment, authorised use, agreed user or resource limits and the technical requirements of the Hosted Service.

The Engagement Document will state included users, storage, API or model usage, support level, renewal terms and additional usage charges. Hosted Service fees and usage charges are invoiced and payable under clause 5.

Availability may be affected by maintenance, Third-Party Services and events beyond reasonable control. A service level or uptime commitment applies only where expressly stated.

At the end of the Hosted Service term, access, data export and transition assistance will be handled as stated in the Engagement Document and the Data Handling, Security & System Ownership Policy identified there. Client-owned data and legally required records are not transferred to Hamilton Lockhart as payment security. Hamilton Lockhart may withhold unpaid Deliverables, licences, custom exports and transition work to the extent permitted by law, but is not required to keep an unpaid Hosted Service operational or build a custom extraction tool.

13. Delivery, testing, acceptance and handover

The Engagement Document will state any acceptance criteria, Client testing responsibilities, review period and sign-off process required for the Deliverables. Where the Engagement Document does not specify a review period, the Client will review a delivered item within 10 calendar days and either approve it or identify any material failure against the agreed scope.

If the Client does not respond, Hamilton Lockhart may treat the item as operationally complete for invoicing and scheduling purposes. This does not limit rights relating to latent defects or rights that cannot legally be excluded.

A defect exists where a Deliverable materially fails to perform the agreed function in the agreed supported environment. Changed requirements, new features, unauthorised modifications, unsupported use and third-party changes are assessed separately from defects.

The Client will report a suspected defect promptly after discovery and provide information reasonably required to reproduce it. Hamilton Lockhart will investigate within a reasonable time.

Where a Deliverable contains a reproducible defect attributable to Hamilton Lockhart's work and reported during the acceptance period, an expressly agreed warranty period or an active support arrangement covering that defect, Hamilton Lockhart will, within a reasonable time, use reasonable efforts to correct the defect, provide a reasonable workaround or re-perform the affected Services without additional professional fees. This obligation does not apply to defects caused by Client-controlled changes, unsupported use, inaccurate Client Data, third-party changes or circumstances outside Hamilton Lockhart's reasonable control.

Chargeable investigation or remediation requires notice and Client approval where the issue falls outside Hamilton Lockhart's responsibility. At handover, Hamilton Lockhart will provide the documentation, credentials, access and other materials identified in the Engagement Document in a reasonably usable format.

Ongoing operation, administration and support transfer to the Client except where an active support arrangement states otherwise.

14. Support and incident management

Support, maintenance, monitoring and response targets apply only where stated in an Engagement Document or support agreement. A response target concerns acknowledgement and triage unless the agreement expressly defines a resolution target.

The parties will cooperate with urgent protective action and legally required assessment or notification concerning a Security Incident. Without additional charge, Hamilton Lockhart will notify the Client of a material incident within its control, take reasonable immediate containment action in Hamilton Lockhart-controlled systems, preserve relevant evidence, and correct a qualifying defect caused by Hamilton Lockhart within an applicable remedy period.

Forensic investigation, data reconstruction, restoration, rebuilding, extended recovery coordination, investigation of Client-controlled or third-party systems, and remediation outside Hamilton Lockhart's express responsibility are additional chargeable

Services unless an Engagement Document states otherwise. Except for urgent protective action or a legal obligation that cannot reasonably wait, Hamilton Lockhart will obtain Client approval before material chargeable incident work begins. Detailed incident responsibilities are set out in the Data Handling, Security & System Ownership Policy identified in the Engagement Document.

15. Client warranties and third-party claims

The Client warrants that Client Data, materials, access and instructions supplied for the Services may lawfully be used as agreed and do not infringe another person's rights. This warranty does not apply to material created or introduced independently by Hamilton Lockhart.

The Client indemnifies Hamilton Lockhart against loss, damages and reasonable external legal costs arising from a third-party claim caused by a breach of that warranty, an unlawful Client instruction followed by Hamilton Lockhart within the agreed scope, or unlawful Client use of a Deliverable. The indemnity applies only to the extent the claim results from the Client's conduct and is reduced to the extent Hamilton Lockhart's breach, negligence or misconduct caused or contributed to the claim.

The Client's aggregate liability under this indemnity forms part of, and does not add to, the Client liability cap in clause 16. The cap does not apply to fraud, wilful misconduct or deliberate unlawful conduct.

Hamilton Lockhart will notify the Client promptly of a claim, take reasonable steps to limit loss and permit the Client to manage the defence or settlement, subject to Hamilton Lockhart's reasonable approval of any admission, non-financial obligation or settlement affecting Hamilton Lockhart.

16. Liability

Each party is responsible for loss caused by its breach, negligence or unlawful conduct. To the extent permitted by law, neither party is liable to the other for indirect or consequential loss, including loss of profit, revenue, anticipated savings, business opportunity, goodwill, reputation, production, contracts or expected commercial benefit.

Hamilton Lockhart is responsible only to the extent it caused or contributed to the relevant loss. Hamilton Lockhart is not responsible to the extent loss is caused or contributed to by Client instructions, Client-controlled systems or changes, use outside agreed safeguards, inaccurate or unlawful Client Data, a Third-Party Service outside Hamilton Lockhart's reasonable control, or an event beyond reasonable control.

For a claim arising from a one-off project, design, build, deployment or project-specific Deliverable, each party's aggregate liability is capped at the professional fees paid or payable for that one-off engagement. For a claim arising specifically from an ongoing or recurring service, each party's aggregate liability is capped at the professional fees paid or payable for that service during the 12 months immediately preceding the event giving rise to the claim, or since commencement if shorter.

Taxes, third-party charges, pass-through costs and reimbursed expenses are not professional fees when calculating a cap. Related claims arising from the same or substantially connected event are treated collectively. A claim involving both project work and an ongoing service does not create duplicate recovery or automatically combine both caps for the same loss.

The caps do not limit the Client's obligation to pay agreed fees and third-party costs. They do not apply to fraud, wilful misconduct, death or personal injury caused by negligence, or liability that cannot legally be limited.

Nothing in these Terms excludes, restricts or modifies a consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified. Where the Australian Consumer Law permits a remedy to be limited, the permitted limitation applies according to whether the relevant supply is legally characterised as goods, services or a combination of both, and only to the extent the limitation is fair, reasonable and lawful. For goods, the remedy may be limited to replacement, repair, supply of equivalent goods or payment of the reasonable cost of those remedies. For services, the remedy may be limited to supplying the services again or paying the reasonable cost of having them supplied again.

17. Complaints and dispute resolution

17.1 Concerns about the Services

A Client that is dissatisfied with the Services or a Deliverable must provide written details of the concern, the result expected and any supporting information. Hamilton Lockhart will acknowledge the concern, investigate it and provide a practical response within a reasonable period having regard to its complexity.

Where the concern relates to a material failure against the agreed scope or acceptance criteria, Hamilton Lockhart will have a reasonable opportunity to correct the issue before the Client engages another provider to perform the same corrective work, except where urgent action is reasonably required or a statutory remedy applies.

17.2 Formal disputes

A party raising a formal dispute will provide written details sufficient for the other party to investigate. The parties will first attempt to resolve the dispute through good-faith discussion.

If the dispute remains unresolved after 10 calendar days, either party may propose mediation through the NSW Small Business Commission or another agreed mediator. The parties will share the mediator's fee equally and bear their own other costs.

Court proceedings will not be commenced until mediation has concluded, or until 20 calendar days after a written proposal for mediation if mediation has not been arranged despite reasonable efforts. This restriction does not apply to urgent relief, recovery of an undisputed amount, or action required to preserve a legal right or limitation period.

18. Termination

Either party may terminate an ongoing engagement by giving the notice stated in the Engagement Document. Where no period is stated, 30 calendar days written notice applies.

Either party may terminate for a material breach that remains unremedied 10 calendar days after written notice, immediately where the breach cannot be remedied, or where continuation would be unlawful. A right to terminate, suspend or alter an arrangement because of insolvency applies only to the extent permitted by applicable law, including any statutory stay or restriction. Termination does not affect accrued payment obligations or rights existing before termination.

Confidentiality, privacy, intellectual property, indemnity, liability, dispute and other provisions intended to operate after termination continue to apply. Hamilton Lockhart will hand over completed and fully paid Deliverables and Client-owned materials in accordance with the Engagement Document.

The Client remains responsible for agreed termination, transition and third-party costs.

19. General

19.1 Entire agreement

These Terms and the Engagement Document contain the agreement for the engagement and replace prior statements on the same subject. A variation must be made under clause 19.6.

Client procurement documents are governed by clause 19.10.

19.2 Relationship

The parties are independent contractors. Neither party may bind the other or represent that an employment, partnership, joint venture or agency relationship exists.

19.3 Events beyond reasonable control

A party is not liable for delay caused by an event beyond its reasonable control where the event was not caused by that party and could not reasonably have been avoided. The affected party will notify the other promptly and take reasonable steps to reduce the effect.

Payment obligations already due remain payable. Either party may terminate the affected engagement if the disruption continues for more than 30 calendar days.

19.4 Contractors

Hamilton Lockhart may use suitably skilled contractors and remains responsible for their performance of the Services. Access to Confidential Information will be limited to what is reasonably required and subject to appropriate confidentiality obligations.

19.5 Assignment and business changes

The Client may transfer its rights or obligations only with Hamilton Lockhart's written consent, which will not be unreasonably withheld. Hamilton Lockhart may propose transferring an engagement as part of a genuine restructure or sale.

A transfer of Hamilton Lockhart's performance obligations takes effect only with the Client's written consent, which will not be unreasonably withheld where the receiving entity assumes those obligations and the Client's rights are preserved.

19.6 Variations to ongoing Terms

A variation to a fixed or completed engagement must be agreed in writing. For an ongoing engagement, Hamilton Lockhart may update administrative, operational or security provisions of these Terms on at least 30 calendar days written notice where reasonably required by a change in law, security risk, Third-Party Service, operating model or service design.

An update applies prospectively and preserves accrued rights and obligations. A change to price, core scope, ownership or intellectual-property rights, an applicable liability cap, a fixed minimum term, or a material cancellation obligation requires the Client's express written agreement through an Engagement Document or signed variation.

Where a proposed administrative, operational or security update is materially adverse, the Client may reject it by terminating the affected ongoing service before the update takes effect without an early termination fee. Hamilton Lockhart may suspend or end

an affected function if continuation without the update would be unlawful or create a material security or safety risk and no reasonable lawful alternative can be agreed.

19.7 Severability and waiver

A failure to enforce a right does not waive that right. An unenforceable provision will be read down to the minimum extent required or severed, and the remaining provisions continue to apply.

19.8 Notices

Formal notices must be sent to the nominated legal-notice email or address stated in the Engagement Document. If none is stated for Hamilton Lockhart, notices must be sent to josh@hamiltonlockhart.com. Each party must notify the other in writing of a changed notice contact.

An email notice received before 5:00 pm on a Business Day at the recipient's location is treated as received that day, provided the sender has not received a delivery failure. An email received later, or on a day that is not a Business Day, is treated as received on the next Business Day. A notice posted within Australia is received on the fourth Business Day after posting. A hand-delivered notice is received on delivery during business hours or on the next Business Day if delivered later.

19.9 Publicity

Hamilton Lockhart may identify the Client, use the Client's name or logo, publish a testimonial, or describe the engagement in marketing or a case study only with the Client's written approval.

19.10 Purchase orders and procurement documents

A purchase order, supplier onboarding form, portal entry or other Client procurement document is administrative only. It changes the agreement only where Hamilton Lockhart expressly accepts the proposed contractual change in writing.

19.11 Governing law

These Terms are governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales, subject to clause 17.

20. Contact details

General enquiries, accounts and formal notices: josh@hamiltonlockhart.com

Telephone: 0412 034 742