

MASTER SERVICE AGREEMENT

Parties: _____

1. Definitions

In this Agreement, unless the context otherwise requires: 'Agreement' means this Master Service Agreement including all Schedules and any amendments; 'Services' means the services to be provided by the Service Provider as described in Schedule 1; 'Service Provider' means the party providing the Services; 'Client' means the party receiving the Services; 'Confidential Information' means all information disclosed by either party to the other that is designated confidential or that ought reasonably to be considered confidential.

2. Term and Termination

This Agreement commences on the Effective Date and continues until terminated by either party giving at least thirty (30) days written notice to the other party. Either party may terminate immediately for cause if the other party breaches any material obligation under this Agreement and fails to cure the breach within fourteen (14) days of receiving written notice thereof.

3. Services

The Service Provider agrees to provide the Services with due care, skill, and professionalism in accordance with applicable laws. Any changes to the scope of Services must be agreed in writing by both parties.

4. Fees and Payment

The Client shall pay the Service Provider the fees as set out in Schedule 2. Invoices shall be paid within thirty (30) days of the invoice date unless otherwise agreed in writing. Late payments may incur interest at the rate of 2% per month or the maximum permitted by law, whichever is lower.

5. Confidentiality

Each party agrees to keep confidential all Confidential Information received from the other party and not to disclose it to any third party without prior written consent, except as required by law. This obligation survives termination of this Agreement.

6. Intellectual Property

Unless otherwise agreed in writing, all intellectual property rights arising from the Services shall vest in the Client upon full payment. The Service Provider grants the Client a perpetual, irrevocable, royalty-free license to use all deliverables.

7. Liability and Indemnity

The Service Provider's total liability to the Client for any loss or damage arising under or in connection with this Agreement shall be limited to the fees paid under this Agreement. Neither party shall be liable for any indirect, special, consequential, or punitive damages. Each party indemnifies and holds harmless the other against any claims arising

from its breach of this Agreement or negligence.

8. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from events beyond reasonable control, including but not limited to natural disasters, acts of government, or labour disputes.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Australia. The parties submit to the exclusive jurisdiction of the courts of the relevant Australian state or territory for any disputes arising out of or in connection with this Agreement.

10. Notices

All notices under this Agreement must be in writing and delivered by hand, prepaid mail, or email to the addresses specified by each party. Notices are deemed received upon delivery or, if mailed, five (5) business days after posting.

11. Entire Agreement

This Agreement, including all Schedules, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations. Any amendments must be in writing and signed by both parties.

12. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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