

SPARTALIS CONSULTING SERVICES
ABN 15 814 649 320
AI ACCELERATION HUB

SERVICE AGREEMENT

*AI Acceleration Hub Memberships, Digital Products, 1:1 Coaching & Advisory Services
Clarence Town NSW 2321 | hello@spartalisconsulting.com.au*

IMPORTANT. PLEASE READ CAREFULLY BEFORE PURCHASING. By completing a purchase, ticking the acceptance checkbox at checkout, or accessing any service, you confirm that you have read, understood and agree to be bound by this Agreement. This Agreement is legally binding.

This Agreement was last updated: 18 July 2026

Note: This document does not constitute legal advice. Spartalis Consulting recommends you seek independent legal advice if you have any questions about your rights and obligations under this Agreement.

1 PARTIES

1.1 This Agreement is between Spartalis Consulting Services (ABN 15 814 649 320) of Clarence Town NSW 2321, trading as Spartalis Consulting ("Spartalis Consulting", "we", "us", or "our") and the person or entity purchasing services from Spartalis Consulting ("Client", "you", or "your").

1.2 Spartalis Consulting offers proprietary AI tools, digital education programs, coaching and advisory services, including the AI Acceleration Hub memberships (Hub Standard and Hub Pro), the AI Brain Starter Kit digital product, the AI Business Co-Pilot advisory service, 1:1 Setup Coaching sessions, session packs and related implementation support.

1.3 The Client wishes to access one or more of those services on the terms set out in this Agreement.

2 NATURE OF RELATIONSHIP

2.1 Independent contractor. Spartalis Consulting is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment, agency or fiduciary relationship between the parties.

2.2 Authority. Spartalis Consulting has no authority to bind the Client in contract, make representations or incur liabilities on the Client's behalf.

3 SERVICES

3.1 AI Acceleration Hub Memberships (Hub Standard and Hub Pro)

Upon payment of the applicable membership fee, Spartalis Consulting will provide the Client with access to the AI Acceleration Hub hosted on TekMatix (the "Hub") at the tier purchased. Hub Standard includes access to all five AI Operating System frameworks, templates and role cards, one live quarterly group Build Session (90 minutes), and access to the Builders Room community channel. Hub Pro includes everything in Hub Standard plus two 90-minute 1:1 implementation sessions with Emma Spartalis as described at the time of purchase, active support from Emma Spartalis in the Builders Room, and a member rate for additional 1:1 sessions. Memberships are billed quarterly in advance on a 12-month minimum term. There is no weekly or monthly billing option. Included sessions are tied to the membership as described at the time of purchase and do not roll over if unused. Content and features may be updated, expanded or modified from time to time; Spartalis Consulting will provide reasonable notice of material changes.

3.2 Setup Coaching Session (90 minutes)

If the Client purchases a Setup Coaching session, Spartalis Consulting will provide a single 90-minute live video session via Zoom (or such other platform as agreed) in which Emma Spartalis (or a nominated qualified facilitator) works directly with the Client to set up AI tools and systems inside the Client's business. This is a done-with-you service. The session includes: AI Brain setup, first AI assistant build, and a personalised action plan. A recording of the session will be provided to the Client within 24 hours of completion.

3.3 AI Brain Starter Kit (Digital Product)

If the Client purchases the AI Brain Starter Kit, Spartalis Consulting will provide immediate access to a self-serve digital product comprising step-by-step guides, deep-research prompts, a brand guideline template, a Marketing OS setup guide and a Marketing Specialist role card, as described at the time of purchase. The Starter Kit is a do-it-yourself product: the Client performs all steps themselves and no 1:1 time with Emma Spartalis, done-for-you delivery or community access is included. Use of the Starter Kit requires the Client to hold accounts with third-party platforms (including Notion and Anthropic Claude), which are available on free tiers at the date of this Agreement.

3.4 AI Business Co-Pilot, Session Packs and Corporate Services

AI Business Co-Pilot is a fractional AI advisory service accepted by enquiry only and limited to a small number of concurrent clients. It includes a monthly 1:1 session with Emma Spartalis, a private direct message thread, and custom workflow design specific to the Client's business, billed quarterly in advance. Session packs (for example the Momentum Pack of three 90-minute sessions) include the number of sessions described in the relevant product listing and are valid for six months from the date of purchase unless stated otherwise. Corporate advisory services (including AI readiness assessments, governance frameworks, retainers and executive capability sessions) are not provided under this Agreement and are governed by a separate signed proposal or statement of work.

3.5 Client responsibilities. The Client must: (a) provide accurate and complete information about their business; (b) participate actively in booked sessions and complete any required pre-work; (c) attend sessions on time via the nominated platform with a functional internet connection and screen-sharing capability; (d) maintain a valid account with the AI platform(s) used in sessions (e.g. ChatGPT, Claude); and (e) use all services and AI tools safely, ethically and in accordance with applicable laws and the terms of any third-party platform.

3.6 Third-party platforms. The Hub and coaching sessions make use of third-party platforms including TekMatix, Zoom, OpenAI (ChatGPT) and Anthropic (Claude). The Client agrees to comply with the terms of service of any relevant third-party platform. Spartalis Consulting is not responsible for the availability, performance or changes to third-party platforms.

4 FEES AND PAYMENT TERMS

4.1 Pricing. Fees for each service are as advertised on the Spartalis Consulting website and checkout page at the time of purchase. The schedule below summarises the current offer structure. Memberships are billed quarterly in advance; there is no weekly or monthly billing option. Clients who purchased a legacy weekly, monthly or annual Hub plan before July 2026 retain their existing rate and terms until they voluntarily change tiers. Spartalis Consulting reserves the right to change pricing at any time, provided that changes will not apply to services already purchased.

Service / Offer	Price (AUD incl. GST)	Minimum Term	Cancellable?
AI Brain Starter Kit (digital, self-serve)	\$97 incl. GST	One-off purchase	No change-of-mind refund once accessed
Hub Standard Membership	\$249 per quarter incl. GST	12 months (4 quarterly payments)	Non-cancellable during minimum term
Hub Pro Membership	\$499 per quarter incl. GST	12 months (4 quarterly payments)	Non-cancellable during minimum term
AI Business Co-Pilot (by enquiry)	\$3,600 per quarter incl. GST	Quarterly, per engagement	14 days notice before next quarter
Setup Coaching (90 min)	As advertised at time of purchase	Single session, non-refundable once booked	Reschedulable with 24hr notice

Momentum Pack (3 x 90 min sessions)	As advertised at time of purchase	Sessions valid 6 months from purchase	Non-refundable
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4.2 GST. All fees are inclusive of Australian goods and services tax (GST) unless stated otherwise. Spartalis Consulting will issue a tax invoice upon purchase.

4.3 Payment method. All fees are payable by the payment method selected at checkout. The Client authorises Spartalis Consulting (or its payment processor) to debit the applicable fees from the nominated account at the time of purchase and, for recurring memberships, at the start of each billing period.

4.4 Currency. All amounts are in Australian dollars (AUD) unless stated otherwise.

4.5 No setoff. Fees are payable without setoff, counterclaim or deduction.

4.6 Overdue amounts. If payment is not received by the due date, Spartalis Consulting may suspend access to all services until payment is received in full. We reserve the right to charge interest on overdue amounts at the rate prescribed by the Penalty Interest Rates Act 1983 (NSW) from the due date until the date of payment.

4.7 Disputed charges. If the Client believes a charge is incorrect, they must notify Spartalis Consulting in writing within 14 days of the charge. Disputes raised after this period will not be accepted.

5 CANCELLATION, RESCHEDULING AND TERMINATION

5.1 Hub Memberships (Hub Standard and Hub Pro)

Hub Standard and Hub Pro memberships are sold on a 12-month minimum term, billed as four quarterly payments in advance. All four quarterly payments are payable regardless of usage, and the membership is non-cancellable and non-refundable during the minimum term except under clause 5.4 or as required by law. After the minimum term, the membership continues quarter to quarter and the Client may cancel by written notice to hello@spartalisconsulting.com.au at least 14 days before the next quarterly billing date; cancellation takes effect at the end of the current billing quarter and no refund is provided for any remaining days in that quarter. Included Hub Pro sessions do not roll over if unused. Clients on legacy weekly, monthly or annual plans purchased before July 2026 retain the cancellation terms that applied to their plan at the time of purchase.

5.2 1:1 Sessions (Setup Coaching, Included Hub Pro Sessions and Additional Sessions)

Single coaching sessions are non-refundable once purchased. The following rescheduling and cancellation policy applies:

- The Client may reschedule a session by providing at least 24 hours written notice prior to the scheduled session time. Rescheduling requests with less than 24 hours notice will be assessed at Spartalis Consulting's sole discretion.
- If the Client fails to attend a booked session without providing at least 24 hours notice (a no-show), the session will be deemed used and forfeited. No rescheduling or refund will be provided.
- If Spartalis Consulting cancels or reschedules a session, the Client will be offered an alternative time or a full refund of the session fee at their election.
- Rescheduled sessions must be taken within 60 days of the original booking date. After 60 days, the session will expire and no refund will be provided.

5.3 AI Business Co-Pilot, Session Packs and Digital Products

AI Business Co-Pilot engagements are billed quarterly in advance. Each quarter is non-cancellable and non-refundable once billed; either party may end the engagement by written notice at least 14 days before the next quarterly billing date. Session packs are non-refundable once purchased and expire at the end of their validity period (six months from purchase for the Momentum Pack unless stated otherwise); unused sessions are forfeited on expiry and no refund is provided. The AI Brain Starter Kit is a digital product with immediate access: change-of-mind refunds are not available once the product has been accessed. Nothing in this clause limits any non-excludable rights the Client has under the Australian Consumer Law.

5.4 Termination for breach. Either party may terminate this Agreement immediately by written notice if the other party materially breaches this Agreement and does not remedy that breach within 7 days of receiving written notice of the breach.

5.5 Termination by Spartalis Consulting. Spartalis Consulting may terminate the Client's access immediately and without refund if the Client: (a) engages in abusive, threatening or harassing conduct toward Spartalis Consulting, its staff or other clients; (b) uses the services or AI tools for any unlawful, unethical or harmful purpose; or (c) breaches any intellectual property, confidentiality or acceptable use obligation under this Agreement.

5.6 Effect of termination. On termination or cancellation of any service, the Client's access to that service will cease immediately or at the end of the applicable billing period (as the case may be). The Client must immediately cease using any of Spartalis Consulting's intellectual property and materials and, on request, destroy or return any materials containing confidential information. Termination does not relieve the Client of the obligation to pay all outstanding fees.

5.7 Survival. Clauses 6 (Intellectual Property), 7 (Confidentiality), 8 (AI Output Disclaimer), 9 (Data and Privacy), 10 (No Warranties and Limitation of Liability), 12 (Dispute Resolution) and any other clause by its nature intended to survive termination will survive termination of this Agreement.

6 INTELLECTUAL PROPERTY

6.1 Ownership. The AI Acceleration Hub, all course materials, AI assistant prompts, systems, templates, frameworks, documents, videos, recordings (including session recordings), trademarks, and any other materials created or provided by Spartalis Consulting ("Materials") are and remain the exclusive intellectual property of Spartalis Consulting Pty Ltd. Nothing in this Agreement transfers any ownership rights to the Client.

6.2 Licence. Spartalis Consulting grants the Client a non-exclusive, non-transferable, revocable licence to access and use the Materials solely for the Client's own internal business operations during the term of the applicable service.

6.3 Restrictions. The Client must not: (a) copy, reproduce, adapt, modify, translate, distribute, publish, sell, sublicense or create derivative works based on the Materials; (b) share login credentials or allow any third party to access the Hub using the Client's account; (c) screenshot, record or capture any live session, webinar or video content without Spartalis Consulting's prior written consent; (d) share, publish or distribute any session recording provided to the Client with any third party; or (e) use the Materials for any commercial training, coaching or consulting purpose.

6.4 Session recordings. Recordings of 1:1 coaching sessions provided to the Client are for the Client's personal use only. They may not be shared, uploaded, published or distributed in any format. This applies regardless of whether the recording was made by Spartalis Consulting or provided as a courtesy to the Client.

6.5 Trademarks. "Spartalis Consulting", "AI Acceleration Hub", "AI Doubles" and associated logos and branding are trademarks and intellectual property of Spartalis Consulting Services. The Client must not use our trademarks, business name or branding without prior written consent.

6.6 Infringement. Unauthorised use of our intellectual property constitutes a material breach of this Agreement and may give rise to legal action and claims for damages.

6.7 Client content. The Client retains ownership of any business information, content or data they provide to Spartalis Consulting during the course of services. The Client grants Spartalis Consulting a limited licence to use that content solely for the purpose of delivering the services. The Client represents that any content or data they supply does not infringe the rights of any third party and indemnifies Spartalis Consulting against any loss arising from such infringement.

7 CONFIDENTIALITY

7.1 Definition, "Confidential Information" means all confidential or proprietary information disclosed by either party to the other in connection with this Agreement, including business strategies, financial information, trade secrets, client data, AI prompts and systems, session content and any other information identified as confidential or that a reasonable person would understand to be confidential. It does not include information that is publicly available through no fault of the receiving party, or that the receiving party independently developed.

7.2 Obligations. Each party must: (a) keep Confidential Information of the other party strictly secure and confidential; (b) not disclose it to any third party without the other party's prior written consent, except to employees, contractors or professional advisers who have a need to know and are bound by equivalent confidentiality obligations; and (c) use Confidential Information only for the purposes of this Agreement.

7.3 Return or destruction. On termination of this Agreement, or at the other party's written request, each party must promptly return or destroy all Confidential Information of the other party.

7.4 Survival. This clause survives termination of the Agreement.

8 AI OUTPUT DISCLAIMER

8.1 Nature of AI outputs. The AI Acceleration Hub and coaching sessions involve the use of artificial intelligence tools including ChatGPT (OpenAI) and Claude (Anthropic). AI-generated outputs are produced by third-party technology and are inherently variable. The quality, accuracy and relevance of any AI output depends significantly on the quality of inputs, context and instructions provided by the Client.

8.2 No guarantee of output quality. Spartalis Consulting does not guarantee that any AI tool will produce outputs that meet the Client's specific requirements, are free from error, or are suitable for any particular purpose. The Client is responsible for reviewing all AI-generated content before using it in their business.

8.3 No professional advice. Nothing produced by AI tools used in connection with the services constitutes legal, financial, accounting, medical or other professional advice. The Client should seek independent professional advice before acting on any AI-generated output in those areas.

8.4 Client responsibility for outputs. The Client is solely responsible for any decision made or action taken in reliance on AI-generated outputs. Spartalis Consulting accepts no liability for loss or damage arising from the Client's use of or reliance on AI-generated content.

8.5 Third-party AI terms. The Client acknowledges that use of third-party AI platforms (including ChatGPT and Claude) is subject to those platforms' own terms of service, privacy policies and acceptable use policies. Spartalis Consulting has no control over those platforms and is not responsible for their operation, availability or changes to their terms.

9 DATA HANDLING AND PRIVACY

9.1 Privacy Act. Spartalis Consulting handles personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Our Privacy Policy (available at spartalisconsulting.com.au) sets out how we collect, use, store and disclose personal information.

9.2 Client data collected. In the course of delivering services, Spartalis Consulting may collect business information, contact details, business context and other data provided by the Client. This information is used solely to deliver the services and will not be shared with third parties except as required to deliver the services or as required by law.

9.3 Third-party AI platforms and data. The Client acknowledges and agrees that: (a) during coaching sessions, the Client may share business information directly with third-party AI platforms (ChatGPT, Claude) within their own account; (b) that information is processed by those platforms in accordance with their respective privacy policies; and (c) Spartalis Consulting does not control, access or retain any data the Client enters into third-party AI platforms independently.

9.4 Session recordings. Session recordings are stored securely by Spartalis Consulting and shared with the Client via a private link. Recordings will be retained for a maximum of 12 months after the session date, after which they will be deleted unless the Client requests otherwise.

9.5 Data security. Spartalis Consulting takes reasonable steps to protect client data from unauthorised access, loss or disclosure. In the event of a data breach affecting the Client's personal information, Spartalis Consulting will notify the Client as required by the Notifiable Data Breaches scheme under the Privacy Act 1988 (Cth).

9.6 Consent to communications. By purchasing a service, the Client consents to receiving transactional and service-related communications from Spartalis Consulting. The Client may opt out of marketing communications at any time by following the unsubscribe link in any email or by contacting hello@spartalisconsulting.com.au.

10 NO WARRANTIES AND LIMITATION OF LIABILITY

10.1 No guarantee of results. While Spartalis Consulting's services are designed to build AI capability and efficiency within the Client's business, Spartalis Consulting does not guarantee any particular business outcome, revenue, time saving, or result. Results depend significantly on the Client's engagement, effort, implementation and individual business circumstances.

10.2 Services provided as is. Except as required by law, the services are provided on an "as is" and "as available" basis. Spartalis Consulting makes no representation or warranty as to the accuracy, completeness or suitability of any course content, resource or coaching advice for the Client's specific circumstances.

10.3 Consumer guarantees. Nothing in this Agreement excludes, restricts or modifies any guarantee, right or remedy the Client may have under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or any other applicable legislation that cannot be excluded by agreement. To the extent permitted by law, Spartalis Consulting's liability for a breach of a non-excludable consumer guarantee in relation to services is limited to the resupply of the services or the payment of the cost of having the services supplied again.

10.4 Limitation of liability. To the maximum extent permitted by law, Spartalis Consulting's total aggregate liability to the Client for all claims under or in connection with this Agreement (whether in contract, tort including negligence, statute or otherwise) is limited to the total fees paid by the Client to Spartalis Consulting in the three months immediately preceding the event giving rise to the claim.

10.5 Consequential loss. To the maximum extent permitted by law, neither party is liable to the other for any indirect, incidental, special or consequential loss or damage, loss of profits, loss of revenue, loss of anticipated savings, loss of data, loss of goodwill or loss of business opportunity, however caused and whether arising in contract, tort, statute or otherwise, even if that party had been advised of the possibility of such loss.

10.6 Client indemnity. The Client indemnifies and holds harmless Spartalis Consulting, its officers, employees and contractors against any loss, liability, claim, cost or expense (including legal costs on a solicitor-client basis) arising from or in connection with: (a) the Client's use of the services or Materials; (b) any breach of this Agreement by the Client; (c) any misuse of AI tools

or AI-generated content by the Client; or (d) any infringement of a third party's intellectual property or privacy rights by the Client.

11 ACCEPTABLE USE

11.1 Prohibited conduct. The Client must not use the services or any AI tools for any purpose that: (a) is unlawful, fraudulent, deceptive or misleading; (b) infringes the intellectual property, privacy or other rights of any person; (c) is defamatory, harassing, abusive, threatening or discriminatory; (d) involves the creation of spam, unsolicited commercial communications or malicious content; (e) interferes with the operation of the Hub or any third-party platform; or (f) violates the terms of service of any third-party AI platform used in connection with the services.

11.2 Ethical use of AI. The Client agrees to use AI tools and outputs responsibly and ethically, in a manner consistent with the Ethical AI principles set out in the Hub. The Client must not use AI-generated content in a way that is deceptive, harmful or likely to cause damage to any person.

11.3 Account security. The Client is responsible for maintaining the security and confidentiality of their Hub login credentials and AI platform accounts. The Client must not share access with any other person. Spartalis Consulting may suspend or terminate access if it reasonably believes account credentials have been shared or compromised.

12 DISPUTE RESOLUTION

12.1 Good faith negotiation. If a dispute arises out of or in connection with this Agreement ("Dispute"), the parties must first attempt to resolve it in good faith through direct negotiation. Either party may give the other written notice of a Dispute, specifying the nature of and details relating to the Dispute.

12.2 Mediation. If the Dispute is not resolved within 14 days of the written notice (or such longer period as the parties agree in writing), either party may refer the Dispute to mediation administered by the Australian Dispute Centre (ADC) or a mutually agreed mediator. The costs of mediation will be shared equally unless the mediator determines otherwise.

12.3 Litigation. Neither party may commence legal proceedings (other than an application for urgent injunctive or declaratory relief) unless they have first complied with clauses 12.1 and 12.2.

12.4 Confidentiality of dispute. The parties agree to keep the existence and content of any Dispute and dispute resolution process confidential, except as required by law.

13 GENERAL

13.1 Notices. Notices must be in writing and delivered by email to hello@spartalisconsulting.com.au (for notices to Spartalis Consulting) or the email address provided at checkout (for notices to the Client). A notice sent by email is deemed received at the time the email is sent, unless the sender receives an automated delivery failure notice.

13.2 Variations. Spartalis Consulting may vary these terms by giving the Client at least 14 days written notice. Continued use of any service after the notice period constitutes acceptance of the updated terms. If the Client does not accept the variation, they may cancel their membership in accordance with clause 5.1 before the variation takes effect.

13.3 Assignment. The Client may not assign or transfer any rights or obligations under this Agreement without Spartalis Consulting's prior written consent. Spartalis Consulting may assign or novate this Agreement by providing written notice to the Client.

13.4 Governing law. This Agreement is governed by the laws of the State of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

13.5 Entire agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior representations, negotiations, understandings and agreements.

13.6 Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision will be severed from the Agreement and the remaining provisions will continue in full force and effect.

13.7 Waiver. A failure or delay by either party to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.

13.8 Force majeure. Neither party is liable for any delay or failure to perform their obligations under this Agreement to the extent that delay or failure is caused by circumstances beyond their reasonable control, including acts of God, natural disasters, government action, or interruption of third-party platforms or services.

13.9 Electronic execution. This Agreement may be executed electronically. Acceptance via a checkbox at checkout, a click-to-accept mechanism, or any other electronic method constitutes a legally binding signature for the purposes of this Agreement. Where requested, a formal signed copy may also be executed and exchanged via a recognised electronic signature platform such as DocuSign or equivalent.

EXECUTION

This Agreement is entered into on the date of purchase or acceptance, whichever is earlier.

SIGNED for and on behalf of SPARTALIS CONSULTING SERVICES (ABN 15 814 649 320)



Signature of Authorised Signatory

Name: Emma Spartalis, Director

Date

18 July 2026

ACCEPTED BY THE CLIENT

Electronic acceptance: By ticking the acceptance checkbox at checkout, the Client confirms they have read, understood and agree to be bound by this Agreement. Electronic acceptance is legally binding under the Electronic Transactions Act 1999 (Cth).

If a signed copy is requested, complete the fields below:

Client signature

Client full name (print)

Business name (if applicable)

Date

Spartalis Consulting Services | ABN 15 814 649 320 | Clarence Town NSW 2321
hello@spartalisconsulting.com.au | spartalisconsulting.com.au | @spartalis_consulting

This document is intended as a commercial service agreement only. It does not constitute legal advice. You are encouraged to seek independent legal advice before publishing or relying on this document.