

POLICYBOX WHITE LABEL SERVICES AGREEMENT

1. Parties

This Agreement is entered into between:

PolicyBox Pty Ltd ACN 691934915 (PolicyBox); and

[White Label Customer Name] ACN/ABN [insert] of [insert address] (Customer).

Together, the parties are referred to as the Parties.

2. Background

- a. PolicyBox operates an AI-powered compliance, policy and workflow platform.
- b. The Customer wishes to access a white label version of the PolicyBox platform to provide services to its own customers or branches.
- c. PolicyBox agrees to provide the Services to the Customer on the terms of this Agreement.

3. Term

- a. This Agreement commences on the Effective Date and continues until terminated in accordance with this Agreement.

4. Services

- a. PolicyBox agrees to provide the Customer with access to a white label PolicyBox environment that allows the Customer to:
 - a. add its own customers to the platform;
 - b. manage those customers and their use of the system;
 - c. configure workflows, policies, documents and content;
 - d. provide access to authorised users;
 - e. use the platform under the Customer's own branding; and
 - f. access such other functionality as PolicyBox makes available from time to time.
- b. PolicyBox may update, improve, modify or replace features and functionality of the platform as part of its ongoing product development.

5. White Label Rights

- a. PolicyBox grants the Customer a non-exclusive, non-transferable, revocable licence to market and provide access to the PolicyBox platform under the Customer's own branding during the Term.
- b. The Customer must not represent that it owns the platform or any underlying technology, software, workflows, models or intellectual property.

- c. Nothing in this Agreement transfers ownership of any PolicyBox intellectual property to the Customer.

6. Intellectual Property Ownership

- a. The Customer acknowledges that all intellectual property rights in and to the Services, including the platform, software, source code, object code, algorithms, artificial intelligence models, workflows, templates, prompts, documentation, interfaces, branding, improvements, modifications and derivative works are and remain the exclusive property of PolicyBox or its licensors.
- b. The Customer acquires only the limited rights expressly granted under this Agreement.
- c. The Customer retains ownership of its own branding, customer data, documents and content uploaded to the platform, subject to the rights granted to PolicyBox under this Agreement.

7. Restrictions on Use and Competitive Activities

- a. The Customer must not, and must not permit any third party to:
 - a. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, architecture or underlying components of the Services;
 - b. copy, reproduce, modify, adapt, translate or create derivative works from the Services except as expressly permitted by this Agreement;
 - c. use the Services, platform functionality, workflows, prompts, models or outputs for the purpose of developing a competing product or service;
 - d. use information obtained through access to the Services to replicate, emulate or build substantially similar functionality;
 - e. permit unauthorised access to the Services;
 - f. make the Services available to any third party other than authorised end customers;
 - g. remove, obscure or alter any proprietary notices, copyright notices or intellectual property markings contained within the Services; or
 - h. use the Services in a way that may damage the reputation, commercial interests or intellectual property rights of PolicyBox.
- b. The Customer further agrees that during the Term and for a period of twenty-four (24) months following termination of this Agreement, it will not knowingly develop, commission or commercialise a product or service substantially derived from the proprietary functionality, workflows, models, prompts,

methodologies or confidential information of PolicyBox obtained through access to the Services.

- c. Nothing in this clause prevents the Customer from operating a business in the same general market or industry sector as PolicyBox, provided that the Customer does not use PolicyBox intellectual property, confidential information or proprietary methodologies for that purpose.

8. Platform Learning and Improvement Rights

- a. The Customer acknowledges and agrees that PolicyBox may collect, analyse and use usage information, operational metrics and system interaction data generated through use of the Services for the purposes of:
 - a. improving and enhancing the Services;
 - b. improving AI models and workflows;
 - c. developing new features and functionality;
 - d. monitoring platform performance and security;
 - e. producing benchmarking, statistical and market insights; and
 - f. supporting product development and research activities.
- b. PolicyBox agrees that any such information used for these purposes will be aggregated and anonymised and will not identify the Customer, its end customers or any individual person unless expressly authorised by the Customer or required by law.
- c. PolicyBox will not use confidential information or personal information for model training purposes in a manner that would permit the identification or reconstruction of customer data.

9. Customer Responsibilities

- a. The Customer is solely responsible for:
 - a. onboarding and managing its end customers;
 - b. ensuring its end customers comply with all applicable terms of use;
 - c. all documents, policies, workflows, information and content uploaded to the platform;
 - d. ensuring that uploaded content is accurate, lawful and current;
 - e. obtaining all required consents from end customers;
 - f. reviewing, validating and approving all AI-generated outputs before they are relied upon;
 - g. ensuring the Services and outputs meet the Customer's own professional, legal, regulatory and compliance standards;

- h. providing first-level support to end customers unless otherwise agreed;
and
- i. all fees incurred by its end customers on the platform.

10. AI Disclaimer

- a. The Customer acknowledges that the Services use Artificial Intelligence technologies and that AI-generated responses may be incomplete, inaccurate, outdated or inappropriate.
- b. PolicyBox does not warrant, represent or guarantee:
 - a. the accuracy of AI-generated responses;
 - b. the completeness of AI-generated responses;
 - c. that AI-generated outputs are suitable for any particular purpose;
 - d. that the Services will satisfy any legal, regulatory, professional or compliance obligations of the Customer or its end customers; or
 - e. that use of the Services will prevent any breach, loss, claim, penalty or regulatory action.
- c. The Customer is solely responsible for reviewing, validating and approving all AI-generated outputs before use.
- d. AI-generated outputs are advisory only and do not constitute legal, accounting, compliance, financial or other professional advice.

11. Charges and Payment

- a. The Customer must pay all fees and charges in accordance with the applicable Pricing Schedule.
- b. Invoices issued by PolicyBox are payable within fourteen (14) days of the invoice date.
- c. The Customer is responsible for all fees incurred by its end customers on the platform, regardless of whether the Customer has recovered those fees from its end customers.
- d. If payment is not received within fourteen (14) days, PolicyBox may:
 - a. suspend the Customer's access to the Services;
 - b. suspend access for the Customer's end customers;
 - c. withhold further support or implementation services;
 - d. charge interest on overdue amounts; and
 - e. recover reasonable debt recovery costs.

12. Service Availability

- a. PolicyBox will use commercially reasonable efforts to provide access to the Services on an ongoing basis.
- b. The Customer acknowledges that the Services may be unavailable from time to time due to:
 - a. planned maintenance;
 - b. emergency maintenance;
 - c. third-party service outages;
 - d. internet, hosting or telecommunications failures;
 - e. security incidents;
 - f. updates or platform changes; or
 - g. events outside the reasonable control of PolicyBox.

13. Data and Uploaded Content

- a. The Customer warrants that it owns or has authority to use all documents, policies, workflows, data and information uploaded to the platform.
- b. The Customer warrants that the upload and use of such material does not infringe any intellectual property rights, confidentiality obligations, privacy laws or other applicable laws.
- c. The Customer retains ownership of its Customer Data.
- d. PolicyBox may access and use Customer Data only to the extent reasonably required to:
 - a. provide the Services;
 - b. maintain, support and secure the platform;
 - c. comply with legal obligations;
 - d. investigate misuse or security issues; and
 - e. exercise its rights under this Agreement.

14. Privacy

- a. Each party must comply with all applicable privacy and data protection laws in connection with this Agreement.
- b. The Customer is responsible for ensuring that it has obtained all required consents and provided all required notices to end customers whose information is entered into the platform.
- c. PolicyBox will handle personal information in accordance with its Privacy Policy as published on the PolicyBox website from time to time.

15. Confidentiality

- a. Each party must keep confidential all confidential information obtained from the other party in connection with this Agreement.
- b. A party must not disclose confidential information except:
 - a. with the prior written consent of the other party;
 - b. to its employees, officers, contractors or professional advisers who need to know the information;
 - c. as required by law; or
 - d. to the extent required to perform this Agreement.
- c. This clause continues after termination of this Agreement.

16. Limitation of Liability

- a. To the maximum extent permitted by law:
 - a. PolicyBox excludes all implied warranties, guarantees and representations except those that cannot be excluded by law;
 - b. PolicyBox's total aggregate liability under or in connection with this Agreement is limited to the fees paid by the Customer during the three (3) months immediately preceding the event giving rise to the claim; and
 - c. PolicyBox will not be liable for any indirect, consequential, special or economic loss, including loss of revenue, loss of profit, loss of goodwill, loss of data, business interruption, regulatory penalties or loss arising from reliance on AI-generated outputs.

17. Indemnity

- a. The Customer indemnifies PolicyBox against any claims, losses, damages, liabilities, penalties, costs or expenses arising from:
 - a. the Customer's use of the Services;
 - b. use of the Services by the Customer's end customers;
 - c. reliance on AI-generated outputs;
 - d. material uploaded by the Customer or its end customers;
 - e. advice, services or representations provided by the Customer to its end customers;
 - f. breach of privacy, confidentiality or intellectual property obligations;
 - g. breach of this Agreement by the Customer; or

- h. any claim by an end customer.

18. Suspension

- a. PolicyBox may suspend access to the Services immediately if:
 - a. fees are overdue;
 - b. the Customer breaches this Agreement;
 - c. PolicyBox reasonably suspects misuse of the Services;
 - d. continued access may create legal, regulatory, security or reputational risk;
 - e. the Customer or an end customer compromises platform security; or
 - f. suspension is required by law.
- b. PolicyBox will use reasonable efforts to notify the Customer of any suspension unless immediate action is required.

19. Termination

- a. Either party may terminate this Agreement at any time by providing three (3) months written notice to the other party.
- b. PolicyBox may terminate this Agreement immediately by written notice if:
 - a. the Customer fails to pay overdue fees;
 - b. the Customer materially breaches this Agreement;
 - c. the Customer infringes PolicyBox intellectual property rights;
 - d. the Customer becomes insolvent, enters administration or ceases trading;
 - e. the Customer uses the Services in a way that may expose PolicyBox to legal, regulatory or reputational risk; or
 - f. the Customer breaches the restrictions on use or competitive activities.

20. Effect of Termination

- a. Upon termination:
 - a. the Customer's access to the Services will cease;
 - b. access for end customers may cease;
 - c. the Customer must stop marketing or providing access to the Services;
 - d. all outstanding fees remain immediately payable;
 - e. each party must return or destroy confidential information if requested;
 - f. PolicyBox may retain Customer Data for a reasonable period for backup, audit, legal or compliance purposes; and

- g. clauses relating to intellectual property, confidentiality, privacy, payment, limitation of liability, indemnity and restrictions on use survive termination.

21. Governing Law

- a. This Agreement is governed by the laws of Queensland, Australia.
- b. The parties submit to the exclusive jurisdiction of the courts of Queensland and the Commonwealth of Australia.

Schedule 1 – Pricing

Item	Price
White Label Environment Setup	Price on Application
Customer Subscription Fee	\$150 per customer per month or part thereof
Individual Identity Services	As per applicable PolicyBox Identity Services Schedule
Additional Professional Services	As agreed between the parties
Custom Development or Integrations	As agreed between the parties

PolicyBox may amend pricing by providing not less than ninety (90) days written notice to the Customer.

Execution

Executed as an agreement.

Signed for and on behalf of PolicyBox Pty Ltd

Signature: _____

Name: _____

Title: _____

Date: _____

Signed for and on behalf of the White Label Customer

Signature: _____

Name: _____

Title: _____

Date: _____