

AM STRATEGIST

Australian Freight Cost Advisory

Master Services Agreement

Terms governing the provision of freight cost advisory services.

Version	am-msa-v2-2026-04
Effective from	Date of client acceptance via click-wrap confirmation
Governing law	New South Wales, Australia
Status	Draft for legal review — pending Sprintlaw sign-off

Parties

This Master Services Agreement (Agreement) is made between:

Provider	Andrew Meadows, sole trader, trading as The Lazy Kangaroos and AM Strategist (ABN 16 525 180 164), of New South Wales, Australia (TLK, AM Strategist, we, us, our).
Client	The legal entity whose authorised representative accepts this Agreement by completing the electronic acceptance process described in clause 20 (Client, you, your).

Background

- A** AM Strategist provides freight cost advisory services to Australian shippers. These services include invoice auditing, network diagnostics, go-to-market tender management, and ongoing freight intelligence on retainer.
- B** The Client wishes to engage AM Strategist to deliver one or more of those services, as specified in a Service Order issued under this Agreement.
- C** This Agreement sets out the general terms governing every engagement between the parties. Specific scope, deliverables, and fees for each engagement are set out in a Service Order accepted by the Client.

1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"ABN" means Australian Business Number.

"ACL" means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

"Agreement" means this Master Services Agreement, together with every Service Order accepted by the Client under it.

"APP" means an Australian Privacy Principle set out in Schedule 1 to the Privacy Act.

"Business Day" means a day that is not a Saturday, Sunday, or public holiday in Sydney, New South Wales.

"Client Data" means all data, documents, invoices, contracts, rate cards, and other information provided by the Client to AM Strategist in connection with an engagement, including (without limitation) carrier invoices, freight manifests, and commercial terms.

"Commencement Date" means the date on which the Client accepts this Agreement through the electronic acceptance process.

"Confidential Information" means any information disclosed by one party to the other in connection with this Agreement that is marked as confidential, or that a reasonable person would consider to be confidential, including Client Data and our Methodology.

"Deliverables" means the reports, recommendations, documents, and other tangible outputs produced by AM Strategist under a Service Order.

"Engagement" means the provision of services by AM Strategist under a Service Order.

"Fees" means the fees payable by the Client for an Engagement, as set out in the relevant Service Order.

"GST" means goods and services tax payable under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"Methodology" means the analytical frameworks, benchmarking datasets, models, tools, templates, and know-how developed or used by AM Strategist in the provision of services, including all improvements made to them during or after an Engagement.

"Personal Information" means has the meaning given in the Privacy Act.

"Privacy Act" means the Privacy Act 1988 (Cth), as amended from time to time, including by the Privacy and Other Legislation Amendment Act 2024 (Cth).

"Privacy Policy" means the privacy policy published by TLK at amstrategists.com, as updated from time to time.

"Service Order" means an electronic document describing a specific Engagement, which the Client accepts through the electronic acceptance process, including scope, deliverables, timeline, and Fees.

"Services" means the services described in clause 2 and specified in a Service Order.

"Term" means the period described in clause 15.

1.2 Interpretation

(a) headings are for convenience only and do not affect interpretation;

- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute includes its regulations and any amendment, replacement, or re-enactment of it;
- (d) a reference to dollars or \$ is to Australian dollars; and
- (e) if there is any inconsistency between this Agreement and a Service Order, this Agreement prevails unless the Service Order expressly states otherwise.

2. Services

2.1 AM Strategist offers the following core services, each of which is defined in a separate Service Order when engaged:

- (a) AM Freight Audit — desktop analysis of freight invoices, carrier contracts, and surcharge structures, delivered as a written report;
- (b) Freight Optimisation Diagnostic — desktop analysis plus one day of on-site observation, resulting in a written optimisation blueprint;
- (c) Freight Re-tender & Implementation — a full managed go-to-market tender, from scope through contract execution; and
- (d) Freight Intelligence Retainer — an ongoing advisory service provided on a monthly retainer basis for a minimum 12-month term, bundling a current-state review, one standard tender, and monthly freight intelligence.

2.2 Each Engagement is defined by a Service Order. The Client may engage AM Strategist for one or more Services under this Agreement. Each Service Order is a separate contract governed by this Agreement.

2.3 AM Strategist will provide the Services with reasonable care and skill and in accordance with professional standards generally expected of a freight advisory practice in Australia.

2.4 AM Strategist is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the parties.

3. Engagement commencement

3.1 An Engagement commences when the Client accepts a Service Order through the electronic acceptance process described in clause 20, and AM Strategist receives payment of the applicable Fees or confirms the Engagement is to commence on another agreed basis.

3.2 AM Strategist may refuse to accept a Service Order at its absolute discretion, including where the Client is insolvent, where the Engagement would create a conflict of interest, or where the scope is outside AM Strategist's capability.

4. Fees and payment

4.1 The Client will pay AM Strategist the Fees set out in the relevant Service Order. All Fees are exclusive of GST unless expressly stated otherwise. GST is payable by the Client on top of the Fees.

4.2 Unless a Service Order states otherwise, Fees are invoiced on or after acceptance of the Service Order and are payable within fourteen (14) days of the invoice date.

- 4.3** For the Freight Intelligence Retainer, Fees are invoiced monthly in advance for a minimum term of twelve (12) months. After the minimum term the Engagement continues on a month-to-month basis until terminated under clause 15.
- 4.4** If the Client fails to pay any Fees when due, AM Strategist may (without limiting its other rights) suspend performance of the Services, charge interest on overdue amounts at the rate prescribed by the Penalty Interest Rates Act 1983 (NSW) from time to time, and recover reasonable costs of collection.
- 4.5** AM Strategist may offer credits against future Fees where expressly set out in a Service Order, including: (a) the AM Freight Audit fee credited against a Freight Optimisation Diagnostic fee if engaged within ninety (90) days; (b) the Freight Optimisation Diagnostic fee credited against a Freight Re-tender & Implementation fee if engaged within ninety (90) days; and (c) the AM Freight Audit and one standard Freight Re-tender & Implementation are included in a 12-month Freight Intelligence Retainer at no additional Fee.
- 4.6** Invoices are issued electronically and are payable via credit card, direct debit, or bank transfer using the payment link or account details provided on the invoice. Payment processing is handled by Stripe, Inc. (United States) or such other payment processor as AM Strategist may use from time to time.

5. Client obligations

5.1 The Client will:

- (a) provide Client Data that is accurate, complete, and up-to-date to the best of its knowledge;
- (b) provide Client Data in the format and within the timeframe reasonably requested by AM Strategist;
- (c) ensure that it has the legal right to provide Client Data to AM Strategist, including any Personal Information included in it;
- (d) cooperate with AM Strategist and its personnel, including by making relevant personnel available for briefings, interviews, and site visits where required by a Service Order;
- (e) not use the Services or Deliverables for any unlawful purpose or in breach of this Agreement;
- (f) pay the Fees when due; and
- (g) not solicit or offer employment to any AM Strategist personnel during the Term and for twelve (12) months after it ends, without AM Strategist's written consent.

- 5.2** AM Strategist's ability to perform the Services on time depends on the Client meeting its obligations under clause 5.1. If the Client fails to do so, AM Strategist's timelines and commitments are extended by a reasonable period.

6. Our obligations

6.1 AM Strategist will:

- (a) perform the Services with reasonable care, skill, and diligence;
- (b) hold appropriate professional indemnity and public liability insurance during the Term;
- (c) comply with all laws applicable to the provision of the Services in Australia;

- (d) handle Client Data and Personal Information in accordance with the Privacy Act, the Privacy Policy, and clause 7 of this Agreement;
- (e) act independently on behalf of the Client, without carrier affiliations, referral fees, or conflicts of interest; and
- (f) keep the Client informed of material matters affecting the Engagement.

7. Data handling

7.1 Use of Client Data

- 7.1.1** AM Strategist will use Client Data solely for the purpose of providing the Services to the Client and for the permitted secondary purposes described in this clause 7.
- 7.1.2** AM Strategist will not share Client Data with any carrier, supplier, competitor of the Client, or any other third party except: (a) to authorised subcontractors bound by equivalent confidentiality obligations; (b) where required by law or court order; or (c) as expressly permitted by the Client in writing.

7.2 Anonymised aggregation

- 7.2.1** AM Strategist may use Client Data in anonymised and aggregated form for the purpose of maintaining and improving its Methodology, including benchmarking datasets covering lane rates, carrier performance metrics, and surcharge patterns across the Australian market.
- 7.2.2** Anonymised aggregated data does not identify the Client or any of its carriers, suppliers, or trading partners. No rate, metric, or data point in the aggregated dataset is attributable to any single client.
- 7.2.3** The Client grants AM Strategist a perpetual, royalty-free, worldwide licence to use Client Data in anonymised aggregated form for the purposes described in this clause 7.2, including after the Term ends.

7.3 Security

- 7.3.1** AM Strategist will take reasonable technical and organisational measures to protect Client Data from unauthorised access, use, modification, disclosure, loss, and destruction. These measures include encryption at rest and in transit, access controls, multi-factor authentication, and restricted personnel access.
- 7.3.2** The Client acknowledges that no security measure is completely effective and that some residual risk of unauthorised access or loss will remain despite reasonable measures.

7.4 Data location and overseas disclosure

- 7.4.1** Client Data is stored using Cloudflare, Inc. (United States) infrastructure, with data residency in Cloudflare's Asia-Pacific region where available. Email communications are handled by Resend, Inc. (United States). Payment processing is handled by Stripe, Inc. (United States). AI-assisted analysis may use services from Anthropic PBC (United States).
- 7.4.2** By accepting this Agreement, the Client acknowledges that Client Data (including any Personal Information) may be disclosed to, stored in, or accessed from overseas locations, including the United States, and consents to that disclosure for the purposes of the Services.

7.5 Data retention and return

- 7.5.1** AM Strategist will retain Client Data for the duration of the Engagement and for a period of seven (7) years after the Engagement ends, to meet statutory record-keeping, tax, and audit obligations.
- 7.5.2** At the Client's written request after the Engagement ends, AM Strategist will either return Client Data in a reasonable electronic format or confirm its deletion, subject to retention obligations in clause 7.5.1 and the continuing licence for anonymised aggregated data under clause 7.2.3.

7.6 Data breach notification

- 7.6.1** If AM Strategist becomes aware of an eligible data breach affecting Client Data, AM Strategist will notify the Client as soon as reasonably practicable and will comply with its obligations under the Notifiable Data Breaches scheme in Part IIIC of the Privacy Act.

8. Intellectual property

- 8.1** The Client owns all rights in Client Data. Nothing in this Agreement transfers ownership of Client Data to AM Strategist, except for the licence granted under clause 7.2.3.
- 8.2** AM Strategist owns all rights in its Methodology, including all improvements made during or as a result of an Engagement. Nothing in this Agreement transfers ownership of the Methodology to the Client.
- 8.3** On payment of all Fees for an Engagement, AM Strategist grants the Client a perpetual, royalty-free, non-exclusive, worldwide licence to use the Deliverables produced in that Engagement for the Client's internal business purposes. The Client may not sell, sub-licence, or commercially exploit the Deliverables without AM Strategist's prior written consent.
- 8.4** Nothing in this Agreement grants the Client any right to use AM Strategist's trade marks, business name, or branding without prior written consent.

9. Confidentiality

- 9.1** Each party will keep the other party's Confidential Information confidential and will use it only for the purposes of performing this Agreement.
- 9.2** A party may disclose Confidential Information to its personnel, professional advisers, and authorised subcontractors on a strict need-to-know basis, provided that the recipient is bound by equivalent confidentiality obligations.
- 9.3** A party may disclose Confidential Information where required by law, regulation, or court order, provided that (where lawful) the disclosing party gives the other party prior notice and an opportunity to seek a protective order.
- 9.4** The obligations in this clause 9 survive termination of this Agreement for a period of five (5) years, except that obligations relating to trade secrets continue indefinitely.

10. Representations and warranties

10.1 Mutual warranties

- 10.1.1** Each party represents and warrants to the other that:

- (a) it has the authority to enter into this Agreement;
- (b) its entry into and performance of this Agreement does not breach any other agreement or obligation to which it is subject; and
- (c) it will comply with all laws applicable to its performance of this Agreement.

10.2 Our warranty

10.2.1 AM Strategist warrants that the Services will be performed with reasonable care and skill, consistent with the professional standards generally expected of a freight advisory practice in Australia.

10.2.2 Deliverables are prepared based on the Client Data provided by the Client and on market data available to AM Strategist at the time of preparation. AM Strategist does not warrant that any savings, recoveries, or outcomes described in a Deliverable will be achieved. Actual outcomes depend on factors outside AM Strategist's control, including the Client's implementation, carrier responses, and market conditions.

10.3 Exclusions

10.3.1 Except as expressly set out in this Agreement and to the extent permitted by law, AM Strategist excludes all other representations, warranties, conditions, and guarantees, whether express or implied by law, custom, or course of dealing.

11. Limitation of liability

11.1 Non-excludable rights

11.1.1 Certain rights and guarantees under the ACL and the Competition and Consumer Act 2010 (Cth) cannot lawfully be excluded, restricted, or modified. Nothing in this Agreement excludes, restricts, or modifies any such right or guarantee. Where AM Strategist's liability for a breach of such a non-excludable right or guarantee may lawfully be limited, AM Strategist's liability is limited, at AM Strategist's option, to the re-supply of the affected Services, or the cost of re-supply.

11.2 Cap on liability

11.2.1 Subject to clause 11.1 and to the maximum extent permitted by law, AM Strategist's total aggregate liability to the Client in connection with this Agreement (whether in contract, tort including negligence, breach of statutory duty, or otherwise) is capped at the total Fees paid by the Client under the relevant Service Order giving rise to the liability in the twelve (12) months immediately preceding the event giving rise to the liability.

11.3 Excluded loss

11.3.1 Subject to clause 11.1 and to the maximum extent permitted by law, neither party is liable to the other for any indirect, consequential, special, or punitive loss, or for any loss of profits, revenue, business, opportunity, goodwill, or anticipated savings, in connection with this Agreement.

12. Indemnity

12.1 Each party indemnifies the other party against any third-party claim arising from the indemnifying party's breach of clause 9 (Confidentiality), clause 7 (Data Handling), or infringement of the other party's intellectual property rights.

12.2 The Client indemnifies AM Strategist against any third-party claim arising from: (a) the Client's breach of clause 5.1 (Client obligations); (b) any inaccuracy in or unlawful provision of Client Data; or (c) the Client's use of a Deliverable for a purpose outside the scope of the licence in clause 8.3.

12.3 An indemnity under this clause 12 is subject to the limitations in clause 11.

13. Insurance

13.1 AM Strategist will maintain, at its own cost, during the Term: (a) professional indemnity insurance with a minimum limit of A\$2,000,000 per claim and in the aggregate; (b) public liability insurance with a minimum limit of A\$5,000,000 per claim; and (c) cyber liability insurance appropriate to the nature of the Services.

13.2 AM Strategist will provide evidence of insurance on request.

14. Term and termination

14.1 Term

14.1.1 This Agreement commences on the Commencement Date and continues until terminated under this clause 14.

14.1.2 Each Service Order continues for the term specified in it. For the Freight Intelligence Retainer, the minimum term is twelve (12) months from the Service Order commencement date, after which the Service Order continues on a month-to-month basis until terminated.

14.2 Termination for convenience

14.2.1 After the minimum term of a Service Order (where applicable), either party may terminate that Service Order for convenience by giving the other party thirty (30) days' written notice.

14.2.2 Termination of a Service Order does not terminate this Agreement or any other Service Order.

14.3 Termination for cause

14.3.1 Either party may terminate this Agreement or any Service Order immediately by written notice to the other party if:

- (a) the other party commits a material breach of this Agreement or the relevant Service Order and (if the breach is capable of remedy) does not remedy it within fourteen (14) days after receiving written notice of the breach;
- (b) the other party becomes insolvent, enters into administration, liquidation, or any arrangement with creditors, or becomes subject to any analogous process; or
- (c) the other party suspends or ceases to carry on business.

14.4 Consequences of termination

14.4.1 On termination of a Service Order:

- (a) the Client must pay all Fees accrued up to the date of termination, plus any Fees for work in progress reasonably committed to by AM Strategist;
- (b) AM Strategist will deliver any completed Deliverables to the Client;

- (c) each party will return or, at the other party's request, destroy the other party's Confidential Information in its possession, subject to the retention obligations in clause 7.5.1; and
- (d) clauses 7 (Data Handling), 8 (Intellectual Property), 9 (Confidentiality), 10 (Warranties), 11 (Limitation of Liability), 12 (Indemnity), 15 (Dispute Resolution), and 21 (General Provisions) survive termination.

15. Dispute resolution

- 15.1** If a dispute arises out of or in connection with this Agreement, the parties must attempt in good faith to resolve it through discussion between senior representatives before commencing litigation.
- 15.2** If the dispute is not resolved within twenty-one (21) days after written notice of the dispute, either party may refer the dispute to mediation administered by the Resolution Institute (or such other body as the parties may agree) in accordance with the Resolution Institute Mediation Rules.
- 15.3** Nothing in this clause 15 prevents either party from seeking urgent injunctive or other equitable relief from a court.
- 15.4** This Agreement is governed by the laws of New South Wales, Australia. Each party submits to the exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.

16. Privacy

- 16.1** Each party will comply with the Privacy Act in its handling of Personal Information under this Agreement.
- 16.2** AM Strategist's Privacy Policy describes how we collect, use, store, and disclose Personal Information. The Privacy Policy is available at amstrategists.com and forms part of this Agreement by reference.
- 16.3** The Client is responsible for providing any notices to, and obtaining any consents from, individuals whose Personal Information is included in Client Data, to the extent required by the Privacy Act.

17. Australian Consumer Law

- 17.1** The Client acknowledges that it enters into this Agreement in the course of its business, not as a consumer, and that the Services and Deliverables are not of a kind ordinarily acquired for personal, domestic, or household use.
- 17.2** Nothing in this Agreement excludes, restricts, or modifies any consumer guarantee under the ACL that cannot lawfully be excluded, restricted, or modified.

18. Unfair contract terms compliance

- 18.1** The parties acknowledge that if this Agreement is a standard form small-business contract within the meaning of the ACL, any term found to be unfair under Part 2-3 of the ACL will be void to the extent of that unfairness, and the remainder of the Agreement will continue in force.

18.2 AM Strategist has drafted this Agreement with the ACL's unfair contract terms regime in mind and considers each term to be reasonably necessary to protect its legitimate interests.

19. Commercial electronic messages

19.1 The Client consents to receiving commercial electronic messages from AM Strategist relating to the Services, the Client's Engagements, invoicing, and industry matters relevant to the Client's freight operations. AM Strategist will comply with the Spam Act 2003 (Cth), including by identifying itself in every message and providing a functional unsubscribe mechanism.

20. Electronic acceptance

20.1 This Agreement is formed when an authorised representative of the Client completes the electronic acceptance process, which requires:

- (a) reading the plain English summary and the full Agreement;
- (b) confirming that the representative has read and agrees to the Agreement by ticking the corresponding acceptance checkbox; and
- (c) confirming that the representative is authorised to bind the Client by ticking the corresponding authority checkbox.

20.2 On completion of the electronic acceptance process, AM Strategist records the representative's name and email, the Client's business name, the accepting device's IP address and user agent, the version of this Agreement accepted, and the date and time of acceptance.

20.3 The parties acknowledge that this Agreement is enforceable under the Electronic Transactions Act 1999 (Cth) and the Electronic Transactions Act 2000 (NSW). An electronic acceptance under this clause 20 has the same effect as a written signature.

20.4 The Client represents and warrants that the representative completing the electronic acceptance process is authorised to bind the Client.

21. General

21.1 Force majeure

21.1.1 Neither party is liable for any delay or failure to perform its obligations (other than payment obligations) caused by an event beyond its reasonable control, including natural disaster, pandemic, act of government, cyber attack, or widespread infrastructure failure. The affected party will notify the other party promptly and take reasonable steps to mitigate the effect.

21.2 Notices

21.2.1 Notices under this Agreement must be in writing and sent by email to the address most recently notified by the recipient. For AM Strategist, notices must be sent to andrew@amstrategists.com.

21.3 Entire agreement

21.3.1 This Agreement, together with every Service Order, constitutes the entire agreement between the parties about its subject matter and supersedes all prior representations, understandings, or agreements.

21.4 Severability

21.4.1 If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement continues in force, and the invalid provision will be read down or severed to the minimum extent necessary.

21.5 Waiver

21.5.1 A failure or delay by a party to exercise any right under this Agreement does not waive that right. A waiver is only effective if given in writing.

21.6 Assignment

21.6.1 The Client may not assign or transfer this Agreement or any Service Order without AM Strategist's prior written consent. AM Strategist may assign this Agreement to any related body corporate or to a purchaser of its business on written notice to the Client.

21.7 Amendments to this Agreement

21.7.1 AM Strategist may update this Agreement from time to time. Updated versions apply to new Engagements entered into after publication. Updates do not apply to existing Engagements without the Client's acceptance of the updated version.

21.8 Counterparts

21.8.1 This Agreement may be accepted in any number of electronic counterparts. Each counterpart is an original and all counterparts together form the same Agreement.

Schedule 1 — Service Order template

Each Engagement is initiated by a Service Order in substantially the following form. The Service Order is delivered to the Client electronically. The Client accepts the Service Order through the electronic acceptance process described in clause 20.

Service Order structure

Service Order number	To be generated at issue
Issue date	Date issued to Client
Master Services Agreement version	The version of the MSA under which this Service Order is issued
Client	Legal entity name, ABN, trading name (if any)
Authorised representative	Name, position, email
Service type	AM Freight Audit / Freight Optimisation Diagnostic / Freight Re-tender & Implementation / Freight Intelligence Retainer
Scope of services	Detailed description of what is included, with any express exclusions
Deliverables	Specific written outputs, with dates
Timeline	Start date, milestone dates, completion date
Fees	Amount in AUD, ex GST, with GST stated separately
Payment terms	Prepayment / 50-50 / monthly / as applicable
Credits applied	Any credits against prior Engagements under clause 4.5
Client data required	Specific data the Client must provide and by when
Client obligations	Any specific obligations beyond clause 5.1 of the MSA
Engagement-specific assumptions	Scope assumptions on which pricing and timeline are based

Acceptance

The Client accepts this Service Order by ticking the following checkboxes on the AM Strategist electronic acceptance page:

- (a) I have read and agree to the Master Services Agreement (version [version]) and this Service Order.
- (b) I confirm that I am authorised to enter this Service Order on behalf of [Client legal entity].

On acceptance, AM Strategist issues an invoice for the Fees (or an initial tranche as set out above) and the Engagement commences in accordance with the timeline.

Document control

Document	AM Strategist Master Services Agreement
Version	am-msa-v2-2026-04
Prepared	April 2026
Status	Draft — pending legal review
Next review	Following Sprintlaw redline and business sign-off

This document is a draft prepared for legal review. It should not be used to bind any client until reviewed and sign-off by qualified legal counsel. Terms version numbering in production use will be stamped at the point of client acceptance.