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STANDARD TERMS AND CONDITIONS OF BUSINESS

Version 24.07.2026 – FinRep Advisory

These Standard Terms and Conditions are to be read in conjunction with the separate Proposal or Engagement Document issued to the entity specified therein (the Client, you or your).

These Standard Terms and Conditions together with the applicable Engagement Document form our Proposal which, upon acceptance by you, constitute a contract (this Agreement) for the provision of financial report compilation services, technical accounting services, accounting advisory services, training services and/or other services specified in the applicable Engagement Document (the Services or the Engagement) by Robert G Mackay trading as FinRep Advisory ABN 52 122 123 521 (FinRep Advisory, we, us or our), or persons or entities acting under instruction of FinRep Advisory, to the Client.

1 Acceptance

1.1 Our Proposal will remain open for acceptance for 2 calendar months from the date stated in the Engagement Document. Thereafter, acceptance is subject to reconfirmation of the terms and pricing of the Proposal by us. Acceptance of these terms will be deemed to have occurred at the time of signing the Engagement Document or otherwise accepting, instructing or permitting us to commence the Services.

2 Definitions and interpretation

2.1 AML/CTF Act means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), any associated rules and any applicable regulatory guidance issued by AUSTRAC.

2.2 APESB Pronouncements means standards, guidance notes and other pronouncements issued by the Accounting Professional & Ethical Standards Board Limited that apply to members of CA ANZ and members in public practice.

2.3 Designated Service means a designated service under the AML/CTF Act, including professional designated services where applicable.

2.4 Professional Obligations means applicable legal, regulatory, professional, ethical, quality management, risk management, independence, confidentiality, AML/CTF, sanctions and CA ANZ membership obligations.

2.5 Representatives means our officers, employees, subcontractors, agents, consultants, professional advisers and any person or entity acting under our instruction.

3 Confidentiality and intellectual property

3.1 Subject to clauses 3.7 and 12 and the exceptions noted herein, neither the Client nor FinRep Advisory will disclose confidential information about the other to third parties without consent. Confidential information includes working papers, audit trails, proposals, tender documents, accounting information, system methodologies and documents that are not in the public domain. Exceptions include disclosures to related bodies corporate, Representatives, legal advisers, auditors, regulators, insurers, verification providers, cloud and technology providers, disclosures required by law and disclosures necessary for the proper performance of the Services.

3.2 The Client acknowledges that FinRep Advisory may be required to make a report or disclosure to AUSTRAC or another regulator, professional body or authority under the AML/CTF Act, sanctions laws, professional standards or other applicable laws, and that FinRep Advisory may be prohibited by law from informing the Client that such a report or disclosure has been or may be made.

3.3 The Client and FinRep Advisory agree to take reasonable steps to maintain the confidentiality of any proprietary or confidential information obtained as part of the Engagement.

3.4 If a non-disclosure agreement is signed between you and FinRep Advisory, that non-disclosure agreement will take precedence over clauses 3.1 and 3.3 but will not otherwise vary or limit any party's rights and obligations under the Proposal.

3.5 Intellectual property rights (including copyright) in all FinRep Advisory materials created or utilised in providing the Services or incorporated into a report or other material provided to you by FinRep Advisory remain vested with FinRep Advisory and shall not be used or distributed without consent. Subject to payment of our fees, final versions of financial reports prepared by us will pass to you to publish and freely distribute. We have the right to retain a copy for our records.

3.6 On termination of our Engagement for any reason, each party will return any property of the other, including confidential information, except that each party may retain one copy of documentation or material for internal quality, audit, professional, legal, AML/CTF, insurance or record-keeping purposes, subject to maintaining confidentiality.

3.7 Where we deem it necessary, members of FinRep Advisory have a professional obligation to disclose to an appropriate authority acts contrary or reasonably suspected to be contrary to prevailing laws or regulations, including acts of omission or commission, whether intentional or unintentional, potentially or actually committed, and whether committed by the Client or others working for or under the direction of the Client, the effects of which are considered to be of material significance or public interest.

3.8 This clause survives termination.

4 Professional obligations, ethics and conflicts of interest

4.1 FinRep Advisory is required to comply with applicable Professional Obligations, including obligations arising from membership of Chartered Accountants Australia and New Zealand and applicable APESB Pronouncements, including APES 110 Code of Ethics for Professional Accountants (including Independence Standards), APES 305 Terms of Engagement, APES 315 Compilation of Financial Information where relevant, and any other APESB pronouncement applicable to the Services.

4.2 Nothing in this Agreement requires FinRep Advisory to act, or refrain from acting, in a manner inconsistent with any Professional Obligation. We may decline, suspend or terminate an Engagement where we reasonably consider it necessary to comply with law, professional standards, ethical obligations, independence requirements, conflict-of-interest requirements, AML/CTF obligations, sanctions obligations, quality management requirements or risk management obligations.

4.3 FinRep Advisory may act for other clients whose interests differ from or compete with the Client, provided we comply with our confidentiality and Professional Obligations. If we identify an actual or potential conflict of interest, we may implement safeguards, seek consent, limit the scope of services, decline to act, suspend work or terminate the Engagement.

5 Access to working papers

5.1 The working papers for this Engagement, including electronic documents and files brought into being by FinRep Advisory, are the exclusive property of FinRep Advisory and constitute confidential information. We will retain working papers for as long as we see fit or as required by law, professional standards, AML/CTF obligations, insurance or risk management requirements.

5.2 Unless restricted by law, FinRep Advisory will notify you as soon as practicable and prior to the release of any information where FinRep Advisory receives a legally compelling notice or request from a third party for access to FinRep Advisory working papers. Such access or disclosure will be limited to only what is required.

6 Performance of the services

6.1 The success of the Services requires your timely co-operation, including promptly providing requested materials, ensuring information is accurate, complete and up-to-date, providing full and frank responses, arranging access to third parties where applicable, making senior staff available for consultation, making decisions promptly, and providing any other assistance reasonably required by us.

6.2 Where fees for the Services have been quoted, they have been provided on the assumption that we receive the above co-operation and commitment from you. Additional fees may be payable where we are required or requested to perform additional procedures that were not reasonably foreseen at the time of the Engagement Document, or where inaccurate, incomplete or late information causes additional work.

6.3 The Services are confined to the work specified in the Engagement Document. Any variations to scope agreed in writing or verbally shall also be subject to these terms and conditions.

6.4 FinRep Advisory will use reasonable commercial efforts to complete the Services within agreed timeframes, but timeframes are approximate only and time shall not be of the essence. We are not liable for delays caused by matters beyond our control, including non-performance of your obligations.

6.5 You acknowledge that you are responsible for the reliability, accuracy and completeness of information provided by you, your representatives or auditor; for judgements needed in the compilation and fair presentation of financial information; and for determining the applicable financial reporting framework.

6.6 Except as expressly stated in the Engagement Document, the Services do not include verification or validation procedures on transactions, extraction or preparation of underlying financial information, and cannot be relied upon to disclose irregularities, including fraud, illegal acts or errors.

6.7 Unless expressly agreed in writing, the Services do not include legal services, taxation agent services, financial product advice, audit, review, assurance, insolvency services, valuation services, corporate finance services, due diligence committee services, AML/CTF advisory services, or responsibility for the Client's compliance with laws and regulations.

6.8 Any guidance or assistance provided by FinRep Advisory will be based on relevant legislation, Accounting Standards and other regulations at the time the guidance or assistance is provided. We do not accept responsibility for updating you or any other person of future amendments, interpretations or changes in generally accepted practice unless expressly agreed in writing.

6.9 You acknowledge that Accounting Standards are interpretative in nature and that the actual accounting or regulatory outcome of a transaction or event may need to be agreed with your external auditor and/or regulator. A different view from an auditor or regulator is not necessarily an indication of a deficiency in our work.

6.10 The Services do not constitute an audit or review and we do not express any assurance or provide an opinion on financial reports or other information, unless expressly agreed in writing.

7 Fees and expenses

7.1 We may provide fee quotations for limited scope services. Any additional transactional accounting or technical services where fee quotations are not provided will be provided at current charge rates, currently up to $650 per hour plus GST. All fees, charges and other taxable supplies under or in connection with this Agreement are subject to GST legislation.

7.2 FinRep Advisory has the right to be paid additional fees as a result of alterations to the proposed plan of work, requests outside the Engagement Document, work required due to inaccurate or incomplete information, scope changes, time wastage arising from delays beyond our control, or AML/CTF, sanctions or onboarding procedures that are reasonably required for the Engagement.

7.3 All charges are exclusive of expenses and taxes unless the Engagement Document states otherwise. Fees and expenses are payable within 14 days of a valid tax invoice unless otherwise stated. We may charge default interest on overdue amounts at the rate fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) from time to time.

7.4 If the Engagement is terminated for any reason prior to completion, FinRep Advisory has the right to invoice for reasonable compensation for unbilled work undertaken up to termination.

7.5 FinRep Advisory may assert a lien over Client documents, assets or information in our possession until all moneys owing are paid in full, including withholding financial reports prepared by us. We may suspend performance or terminate this Agreement if amounts owing are not paid on time.

8 Limitation of liability

8.1 We will use reasonable skill and care in providing the Services.

8.2 You acknowledge that the Client has ultimate responsibility for reports and other documents produced, and that such responsibility cannot be transferred to FinRep Advisory.

8.3 Liability limited by a scheme approved under Professional Standards Legislation. Liability for any claim arising out of, or in connection with, the services we provide is limited to the extent permitted under the Professional Standards Act and the scheme approved for members of Chartered Accountants Australia and New Zealand. The scheme applies only to certain types of claims and requires us to maintain specified levels of professional indemnity insurance.

8.4 To the maximum extent permitted by law, and subject to clause 8.3, the absolute maximum aggregate limit of FinRep Advisory's liability is equal to the aggregate fees excluding GST actually paid by the Client in respect of the relevant Services; neither party is liable for indirect or consequential loss; claims must be notified promptly; and FinRep Advisory is not liable to the extent loss is caused or contributed to by the Client or third parties.

8.5 To the extent that any guarantees or warranties are implied by statute and cannot be excluded, our liability is limited, at our election, to re-supplying the Services or paying for them to be re-supplied, to the maximum extent permitted by law.

9 Third parties and use of deliverables

9.1 To the maximum extent permitted by law, you indemnify Mr Robert G Mackay/FinRep Advisory and his/its Representatives and Associates against any liability, claim, loss, damage, cost or expense suffered or incurred as a result of any claim or demand by a third party relating in any way to the Services or any deliverable provided by us.

9.2 We disclaim all liability to any third party for costs, loss, damage, claims, expenses and liability arising from, relating to, or connected with, the provision of deliverables to a third party.

9.3 We do not accept responsibility for losses caused to any person as a result of circulation, reproduction or use of our reports, guidance or other deliverables. Our reports should not be designated as audited or reviewed unless you have engaged an external auditor and that auditor has provided a separate opinion.

9.4 You agree that a reference to FinRep Advisory or to the Services will not be included in any disclosure document, prospectus, investor document, public document or offer document without our prior written permission or consent.

10 Electronic communications

10.1 We may communicate electronically. Electronically transmitted information cannot be guaranteed to be secure or error free and may be adversely affected or unsafe to use. We will use commercially reasonable procedures to check for commonly known viruses before sending information electronically, but we are not liable for error, omission or loss of confidentiality arising from electronic communication to the maximum extent permitted by law.

11 Privacy of personal information

11.1 Disclosure by you of personal information to us may be subject to the Privacy Act 1988. You must only disclose personal information to us for a purpose related to the Services, after making required disclosures and obtaining required consents, and where doing so would not breach the Privacy Act.

11.2 You indemnify FinRep Advisory and its Representatives against any claim, loss, damage, liability or expense resulting from failure to make required disclosures, obtain required consents or comply with the Privacy Act.

11.3 FinRep Advisory collects, uses, discloses and retains personal information in accordance with the Privacy Act, its privacy policy and applicable legal and professional obligations. Our privacy policy is available on our website or upon request.

11.4 FinRep Advisory may collect, verify, use, disclose and retain personal information and identification documents about the Client and its beneficial owners, directors, officers, trustees, partners and authorised representatives for the purpose of complying with the AML/CTF Act, sanctions laws, Professional Obligations, risk management requirements and client onboarding procedures. This may include disclosure to AUSTRAC, regulators, verification providers, professional advisers, insurers, technology providers and other persons where reasonably required.

12 Anti-money laundering, counter-terrorism financing and sanctions

12.1 Where the Services comprise, include or are connected with a Designated Service under the AML/CTF Act, FinRep Advisory may be a reporting entity and may be required to comply with obligations under the AML/CTF Act and Rules, including customer due diligence, ongoing customer due diligence, enhanced customer due diligence, sanctions-related checks, reporting and record-keeping.

12.2 The Client must, on request, promptly provide FinRep Advisory with all information and documents reasonably required to identify and verify the identity of the Client and of any beneficial owner, director, officer, trustee, partner, agent or authorised representative of the Client, and to establish the source of funds or wealth and the nature and purpose of the Engagement. The Client must promptly notify FinRep Advisory of any change to that information.

12.3 The Client warrants that all AML/CTF, sanctions, identity, beneficial ownership, source of funds, source of wealth and onboarding information provided to FinRep Advisory is accurate, complete, up-to-date and not misleading, and that the Client is acting for itself unless it has disclosed otherwise in writing.

12.4 FinRep Advisory may screen the Client, its beneficial owners, directors, officers, trustees, partners, authorised representatives and relevant counterparties against sanctions, politically exposed person and adverse media sources or databases. We may refuse, delay, suspend or terminate Services if sanctions, AML/CTF, identity verification, beneficial ownership, source of funds, source of wealth or other risk concerns arise.

12.5 The Client acknowledges that FinRep Advisory may decline to accept the Engagement, delay or suspend the Services, or terminate the Engagement where FinRep Advisory has not completed customer due diligence to its satisfaction or considers it necessary or appropriate to comply with the AML/CTF Act, sanctions laws, Professional Obligations or risk management requirements, and FinRep Advisory will not be liable for loss arising from refusal, delay, suspension or termination.

12.6 FinRep Advisory must comply with the AML/CTF Act, sanctions laws and Professional Obligations notwithstanding any other provision of these terms, and nothing in these terms requires FinRep Advisory to act, or refrain from acting, in a manner that would contravene those obligations.

13 Client monies

13.1 Unless expressly agreed in writing, FinRep Advisory does not hold client money, operate trust accounts, receive funds on behalf of clients, disburse client funds, manage client securities or virtual assets, or otherwise facilitate transactions. If we agree to perform any service involving client money or property, additional terms and procedures may apply before we commence that service.

14 Occupational health and safety

14.1 Our Representatives may need to attend and work at your premises. You acknowledge that our Representatives and you will be required to comply with occupational health and safety legislation. You agree to take reasonable steps to safeguard the health and safety of our Representatives while on your premises, and we agree that our staff shall comply with reasonable safety instructions.

15 Quality of service and dispute resolution

15.1 We aim to provide you with high quality service that meets your expectations. If you believe our Services could be improved, or if you are dissatisfied with any aspect of our Service, please first raise the matter immediately with your FinRep Advisory contact.

15.2 Formal complaints may be emailed to your FinRep Advisory contact.

15.3 Written complaints are recorded, acknowledged within 10 business days and investigated. As soon as practical, and not more than 45 business days after receiving the written complaint, we will respond either verbally or in writing.

15.4 If the above process has been followed and the dispute has not been resolved, the parties may submit the dispute to mediation before recourse to any other dispute resolution process. The mediation will be conducted in accordance with the ADC Guidelines for Commercial Mediation to the extent they do not conflict with this section.

15.5 Ultimately any dispute will be resolved in accordance with clause 17.11.

16 Technology, cloud services, outsourced services and AI-assisted tools

16.1 FinRep Advisory may use technology platforms, cloud services, outsourced service providers, software tools and AI-assisted tools to provide the Services, manage client communications, prepare documents, perform research, analyse data, maintain records and administer the Engagement. This may include financial reporting software, Microsoft cloud products, document management systems, research tools, OCR tools, workflow tools and AI-assisted systems.

16.2 We will take reasonable steps to protect confidential information and personal information when using such tools. However, electronic communications, cloud processing, outsourced services and AI-assisted tools involve inherent risks, including unauthorised access, data loss, service interruption, processing errors and transmission or processing outside Australia depending on the provider. Unless otherwise agreed, you consent to our use of such tools where we consider them reasonably necessary or efficient for the performance of the Services, subject to our confidentiality, privacy, professional and legal obligations.

17 General

17.1 Neither party will be liable to the other for failure to fulfil obligations, other than payment obligations, caused by circumstances outside its reasonable control.

17.2 Either party may terminate this Agreement at any time by giving at least 30 days' written notice to the other. Either party may also immediately terminate this Agreement in specified insolvency or administration circumstances. On termination, we are entitled to be paid for work performed up to termination and necessarily incurred time for an orderly handover at our standard chargeable rate.

17.3 We reserve the right to change staff working on the Engagement, and to delegate or subcontract our obligations to others. Subject to this Agreement, we remain responsible for work so delegated or subcontracted.

17.4 We will not be prevented or restricted by anything in this Agreement from providing services to other clients.

17.5 We reserve the right to publish our involvement in this Engagement to the extent that we do not infringe your confidential information and, unless you advise us otherwise, you agree that we may identify you as a client of FinRep Advisory for advertising or promotion, limited to your name, brand or marks.

17.6 Failure or delay in exercising a power or right does not operate as a waiver. A waiver does not affect any other provision of this Agreement.

17.7 Subject to this clause, neither party may assign or otherwise deal with rights or obligations without prior written consent, except to a related body corporate or purchaser of all or a substantial part of the business or assets.

17.8 During the term of this Engagement and for six months after the Service has been provided, you agree not to knowingly solicit for employment, or independently contract the services of, any director or employee involved with the Engagement.

17.9 If there is any conflict between these Standard Terms and Conditions and our Engagement Document, the Engagement Document prevails to the extent of the inconsistency.

17.10 This Agreement forms the entire agreement between us relating to the Services and supersedes previous proposals, correspondence, understandings and communications.

17.11 This Agreement is governed by the laws of Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

17.12 To the extent that provisions confer rights, benefits or privileges on Representatives of FinRep Advisory, FinRep Advisory holds those rights, benefits and privileges both in its own right and as trustee on behalf of each Representative.

17.13 FinRep Advisory reserves the right to vary these Standard Terms and Conditions from time to time by notice to the Client or by making revised terms publicly available on its website.

17.14 This Agreement prevails over any terms and conditions put forward by the Client at any time, including purchase orders or requests for tender.

17.15 No rule of construction applies to the disadvantage of FinRep Advisory merely because it drafted this Agreement.

17.16 Each party enters into this Agreement as independent contractors. Neither party is an employee, agent, partner, joint venturer, trustee or beneficiary of the other, and fiduciary duties are excluded to the maximum extent permitted by law.

17.17 Any amount payable under an indemnity must be paid on demand. Each indemnity includes legal costs on a full indemnity basis and survives termination or completion of the Engagement.

17.18 The rights, powers and remedies of FinRep Advisory under this Agreement are in addition to any other rights, powers or remedies.