TERMS AND CONDITIONS

These Terms and Conditions apply to all Services supplied to You by Pitcher Partners Sydney under the Contract.

1. Definitions and Interpretation

Definitions

1.1 "**ACL**" means the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act* 2010 (Cth) and its associated Regulations, as amended, re-enacted or replaced from time to time;

1.2 "**Client**" or "**You**" or "**Your**" means the person, jointly and severally if more than one, as named in the Engagement Letter and/or receiving the Services from Us, including any parent, subsidiary or otherwise related entities, officeholders and authorised representatives receiving the Services or giving instructions as to the Services;

1.3 "**Confidential Information**" means all information which You or We receive or produce in connection with the Services, including Our working papers, but does not include any information which:

(a) is or becomes generally available to the public other than as a result of a breach of the Contract;

(b) is known to either You or Us prior to the commencement of the Services; or

(c) is received from a third party who owes no obligation of confidence in respect of the information.

1.4 "**Contract**" means the agreement between the parties for the Services, comprising these Terms and Conditions, the Engagement Letter, Services Schedules that We may issue to You from time-to-time and any financial services guide that We give You pursuant to the *Corporations Act 2001* (Cth) and its associated Regulations as amended, re-enacted or replaced from time to time;

1.5 "**Deliverables**" means the quantifiable results, outcomes or tangible items that are produced by the Services (either throughout the Services or on completion of the Services) as agreed between the parties in the Engagement Letter or Services Schedules, or as varied in accordance with these Terms and Conditions, including reports, statements, models, advice, presentations and associated workings.

1.6 "**Engagement Letter**" means the engagement letter attached or sent to You with these Terms and Conditions, including any special conditions that are listed in the Engagement Letter and any fee letters that We subsequently issue to You;

1.7 "**GST**" means the Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) and its associated Regulations as amended, re-enacted or replaced from time to time;

1.8 "**Loss**" means any claim, demand, cause of action, loss and damage, liability, costs (including legal costs on an indemnity basis) and expenses (including any GST payable by a Pitcher Partners Sydney Entity on amounts paid by You under this Contract) and is not limited by the Losses which were contemplated by the parties at the time of entering into this Contract;

1.9 "**Partner**" means a partner or director of a Pitcher Partners Sydney Entity;

1.10 "**Party**" means a party to this Contract;

1.11 "**Pitcher Partners Sydney**", "**We**" or "**Us**" or "**Our**" means the provider of the Services as stated in the Engagement Letter;

1.12 "**Pitcher Partners Sydney Entity**" means any one entity of the Pitcher Partners Sydney Firm;

1.13 "**Pitcher Partners Sydney Firm**" means the group of persons or entities trading as Pitcher Partners Sydney Partnership (ABN 17 795 780 962), PPNSW Services Pty Limited (ACN 608 418 828), Pitcher Partners Sydney Private Wealth Pty Ltd (ACN 678 662 925, AFSL 563803), Pitcher Partners Sydney Corporate Finance Pty Ltd (ACN 122 561 184, AFSL 516413), Pitcher Partners Legal NSW Pty Ltd (ACN 629 219 254) and Pitcher Partners US Services (NSW) Pty Ltd (ACN 627 493 609), as renamed from time-to-time, and any related, associated or subsidiary bodies corporate or their directors, officers, employees, contractors, servants or agents and any successors or assigns;

1.14 "**Privacy Laws**" means the *Privacy Act 1988* (Cth), *Privacy (Enhancing Privacy Protections) Act* 2012 and the Australian Privacy Principles as amended, re-enacted or replaced from time to time;

1.15 "**Professional Services Legislation**" means the Chartered Accountants Australia and New Zealand Professional Standards Scheme (NSW) under the *Professional Standards Act 1994* (NSW), as amended, re-enacted or replaced, or similar legislation at the federal level or in another State or Territory of Australia.

1.16 **"Services Schedule"** means the schedule, annexure, addendum, letter, statement of work or other written document that We may issue to You periodically describing the scope of Services being supplied to You from time-to-time pursuant to the Engagement Letter and these Terms and Conditions, including any special conditions to the Services that are listed in the Services Schedule.

1.17 "**Services**" means the scope of the services that We supply to You and as specified in the Engagement Letter, Services Schedules issued to You periodically or as varied in accordance with these Terms and Conditions, including Deliverables as provided;

1.18 "**Tools**" means software that We use or develop during the Services, including spreadsheets, models, templates, databases and other electronic tools.

Interpretation

1.19 In these Terms and Conditions:

(a) If anything in these Terms and Conditions is inconsistent with Our Engagement Letter or Services Schedule, these Terms and Conditions take precedence, except where the Engagement Letter or Services Schedule (as the case may be) contains special conditions, in which case those special conditions will take precedence over these Terms and Conditions where applicable;

(b) A reference to a clause, paragraph or section is a reference to a clause, paragraph or section of these Terms and Conditions;

(c) A reference to writing includes email and any communication through Our electronic portal or website;

(d) A reference to "including" and "includes" mean respectively "including without limitation" and "includes without limitation";

(e) Nothing in these Terms and Conditions prevents Us from taking any such action as may be required by law, statute or standard or to comply with any Professional Services Legislation;

(f) Headings and titles are included to make it easier to read but do not form part of the Contract.

2. These Terms and Conditions

2.1 You accept these Terms and Conditions by signing and returning a copy of the Engagement Letter to Us or by other conduct, including oral acceptance or by commencing or continuing to instruct Us after we have provided you with a copy of the Terms and Conditions.

2.2 You warrant that You have obtained all the necessary authorisations and have full legal capacity to enter into and perform the Contract.

2.3 Each Services Schedule that We issue to You from time-to-time pursuant to the Engagement Letter and these Terms and Conditions forms part of the Contract.

2.4 The Contract forms the entire agreement between You and Pitcher Partners Sydney for the Services. The Contract replaces and supersedes any previous agreements, proposals, correspondence, understandings or other communications between the parties, whether written or oral (except for Services Schedules issued to You from time to time pursuant to the Engagement Letter and these Terms and Conditions).

2.5 We are Your independent contractor. You agree that no Pitcher Partners

Sydney Entity is in a partnership, joint venture, fiduciary, employment, agency or other relationship with You.

2.6 The Contract and the Services will be governed by the laws of New South Wales. You consent to any proceedings being commenced and heard by a Court of New South Wales applying the laws of that State.

2.7 From time-to-time and at any time, We may update or alter these Terms and Conditions in writing, subject to Your prior approval. We will provide You with at least 7 days' written notice of the updated Terms and Conditions and unless We receive a written objection from You within the notice period, any updated or altered Terms and Conditions will be deemed to apply to all future Services (including Services Schedules) from expiry of Our notice. A copy of current Terms and Conditions can be obtained by requesting a copy from Us.

3. Providing the Services

Scope of the Services

3.1 You acknowledge and agree that Our Services are limited to:

(a) The particular issue or scope of work for which Our advice has been sought, the Services specified in the Engagement Letter and/or the Services Schedules issued from time-to-time, and the specific circumstances that apply in the course of Our engagement to provide the Services;

(b) The law and its interpretation by relevant authorities as it stands at the time the Services are provided;

(c) The information made available to Us at the time the Services are provided;

(d) Our view, opinion, advice, position, understanding of the relevant law, administrative practices and knowledge of Your particular circumstances at the time the Services are provided. You acknowledge that any such position may be challenged by the Courts or any other relevant authorities;

(e) Our Deliverables in final form (and written form wherever possible). Unless expressly included in the Services and/or Deliverables, You must not rely on oral comments or advice, interim advice or documents, or draft advice or documents provided by any Pitcher Partners Sydney Entity. You may not rely on any video recording, AI generated or other electronically generated transcript or summary of an online meeting or any audio recording of any or other discussion with any Pitcher Partners Sydney Entity, unless each Party has reviewed and authorised the relevant transcript or summary. If, at Your request, We provide Our advice in abbreviated or shortened format or timescale, You acknowledge that You will not receive all the information You would have had if We provided a full written report or had more time in which to carry out the work; and

(f) Actual results. You acknowledge and agree that any objectives, budgets, projections or forecasts that We provide as part of the Services may be materially different to actual results delivered, since anticipated events frequently do not occur as expected.

3.2 You must always seek specific advice for the Services and provide Us with all material information related to the specific advice required in accordance with these Terms and Conditions. You acknowledge and agree that the application of general advice to Your situation may be affected by circumstances that We are not aware of.

3.3 The Services are provided solely for Your benefit and use for the purpose set out in Our Engagement Letter and/or the Services Schedules issued from time-to-time, unless agreed otherwise between the parties. The Services cannot be used or relied upon by any other third party and Pitcher Partners Sydney accepts no liability or responsibility to any third party in respect of the Services.

3.4 You remain fully and solely responsible for any commercial decisions that You make and applying independent business judgement with respect to the Services, recommendations and work provided by Us, including to give Us instructions, make implementation decisions and determine further courses of action, if any.

3.5 If the Services are financial services provided by Pitcher Partners Sydney Corporate Finance Pty Ltd (ABN 77 122 561 184) within the meaning of financial services in the *Corporations Act 2001* (Cth), the terms set out in the Financial Services Guide that We give You also form part of the Contract. The terms set out in the Financial Services Guide relating to the Services will prevail to the extent of any inconsistency with these Terms and Conditions.

Varying the Services

3.6 The Services may be varied by written agreement between the parties, including any extension or variation to the scope of the Services. Any written agreement to vary the Services will form part of the Services under these Terms and Conditions.

3.7 Any change to the Services may be subject to reasonable additional time periods and payment of reasonable additional fees in accordance with section 6 of these Terms and Conditions.

Delivery of the Services

3.8 We will provide the Services with all reasonable skill, care and compliance with the relevant professional and ethical standards, including but not limited to standards issued by the Accounting Professional & Ethical Standards Board ("**APESB**") where applicable.

3.9 With Your prior consent, We may engage other firms or experts as Your agent to assist in providing the Services, including other members of the Pitcher Partners association or the Baker Tilly International network of independent firms, their related entities, and Our service providers based outside of Australia. If You do not consent to the engagement of these third parties, We may decline to provide all or part of the Services.

3.10 We are entitled to rely on advice obtained from third parties engaged under clause 3.9 without further investigation or consideration. We are not responsible for the quality, content or effect of third party advice, and You release Us from all liability arising from that advice unless otherwise agreed by Us in writing.

3.11 We will use all reasonable efforts to deliver the Services within any time frame agreed in writing with You to meet statutory reporting obligations.

3.12 Unless otherwise agreed between the parties under clause 3.11 :

(a) Under no circumstances will time be considered to be of the essence in relation to provision of the Services;

(b) Any dates set out in the Engagement Letter and/or the Services Schedules for delivery of the Services are guides or estimates only. Estimates of time for completion of the Services are made in good faith and given on the assumption that We receive co-operation from You, other advisers and consultants.

4. Service Exclusions and Prohibitions

Exclusions

4.1 The following items of work are excluded from the Services, unless expressly agreed between the parties in writing and to the extent permitted by law:

(a) We are not required to be aware of, find or take into consideration any fraud or other illegal acts. Our Services cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist;

(b) Unless the Services are part of an ongoing arrangement, We are not required to inform You of changes in the law, accounting standards or interpretations affecting advice previously given by Us nor are We required to update any advice or report, oral or written, for events occurring after the provision of Services;

(c) Although we may indicate areas of risk, risk management strategies, and possible exposure to challenge by relevant tax and other authorities, We cannot guarantee the outcome of any such challenge or strategy;

(d) Our original advice may not be applicable or appropriate in different or subsequent circumstances If a transaction is delayed, or is to be repeated, or an apparently similar transaction is to be undertaken, or arises in the future, You must ask Us to review any original advice already given before relying on it.;

(e) If We provide You with a template agreement throughout the Services, You acknowledge and agree that the agreement has not

been drafted with regard to the specific circumstances of the contracting parties. You must seek independent legal advice for any template agreement; and

(f) We will not provide Services relating to foreign jurisdictions at any time, which includes non-Australian Services and Services in relation to the laws and requirements of any jurisdiction other than Australia.

4.2 Unless the Services under this Contract specifically include foreign jurisdictions, You acknowledge and agree that any comments We make in relation to foreign jurisdictions:

(a) do not constitute advice or Services rendered under this Contract;

(b) cannot and will not be relied upon by You or any other person for any purpose; and

(c) We shall not be liable for comments in relation to foreign jurisdictions, and any reliance by You or any other person in relation to those comments.

Non-Solicitation of Staff

4.3 During the Services and for a period of six (6) months thereafter, You must not directly or indirectly offer employment or any engagement to Our staff, approach or solicit Our staff with a view to any employment or engagement, or interfere or seek to interfere with Our relationship with Our staff in any way, without Our prior written consent.

4.4 In this section, "staff" includes partners, directors, employees or contractors of any Pitcher Partners Sydney Entity.

4.5 Breach of these conditions will render You liable to pay liquidated damages equal to 20% of that staff member's total annual remuneration, in addition to any other rights We may have.

4.6 You acknowledge that:

(a) the prohibitions in this section are reasonable and necessary to protect Our goodwill and are material to Our decision to provide Services to You; and

(b) damages may not be an adequate remedy if You breach a condition of this section.

Non-Exclusivity and Client Conflicts of Interest

4.7 Provided We do not disclose Your Confidential Information, nothing in this Contract prevents or restricts any Pitcher Partners Sydney Entity from providing services to other persons or clients, including those that may be Your competitors.

4.8 Where We become aware that Your interests are in conflict with the interests of another client of the Pitcher Partners Sydney Firm, or there is potential for conflict, We will discuss arrangements and practices with You and those clients to protect each client's interests.

4.9 If, despite Our best efforts, a conflict of interest between Pitcher Partners Sydney Firm clients cannot be satisfactorily addressed, We may terminate the Contract with reasonable notice to You. No Pitcher Partners Sydney Entity will be liable for any Loss or damage suffered by You as a result of such termination.

5. Information and Access for the Services

5.1 You acknowledge and agree that the successful performance of the Services is dependent on Your timely co-operation and performance of Your obligations under this Contract. You agree that We are not liable for any default that arises because You do not fulfil Your obligations under this section.

Information for the Services

5.2 You must promptly:

(a) Advise Us of any information that You require Us to consider in providing the Services. You must not assume that We have information either provided by others on Your behalf or as knowledge of any Pitcher Partners Sydney Entity;

(b) Provide all instructions, materials and information that We reasonably require from time to time;

(c) Ensure that all information provided to Us is accurate and complete;

(d) Provide all resources that are reasonably necessary to ensure that We can provide the Services, including inspecting and reviewing all reports and other work product prepared by Us;

(e) Advise Us of anything that may have any material impact on the Services, including details of any proposed transactions or anticipated changes in transactions that may affect the reports and advice We provide; and

(f) You agree that, if anything occurs after information is provided to or obtained by Us, which renders such information untrue, unfair or misleading, You will promptly notify Us and, if required by Us, take all necessary steps to correct any announcement, communication or document issued which contains, refers to or is based upon, such information.

5.3 We are entitled to rely on the accuracy of and completeness of the information that You provide to Us, or that We obtain from You, for the Services (whether that information is written or oral, and whether provided by or obtained from You officers, staff, advisors or consultants).

5.4 You agree to indemnify and pay Us for any Loss that We incur in connection with:

(a) Our reliance on information provided by You or on Your behalf which is false, inaccurate, incomplete or misleading; or

(b) Your failure to provide Us with relevant information.

This indemnity does not apply to Loss where, and to the extent that, Our directors, officers or employees are indemnified for such Loss pursuant to a deed of indemnity, insurance and access provided by You.

Access for the Services

5.5 You must promptly:

(a) Provide us with access to files, records, information technology systems, premises, reasonable working facilities for Us to Use, people with the relevant skills (whether senior executives, management or staff) and third parties that are reasonably required for Us to perform the Services;

(b) Ensure that We are permitted to access and use any third party premises, information or intellectual property rights We require to perform the Services. You shall remain responsible for any and all obligations with respect to agreements for such third party services and warrant that You have obtained all third party consents and security clearances needed; and

(c) When Our staff are working at Your premises, provide Our staff with a working environment which is safe and compliant with the applicable Work Health and Safety legislation.

Information Security

5.6 You acknowledge and agree that Pitcher Partners Sydney will not be responsible for any security breach (including fraud, computer hacking or malicious software) which affects Your computers and IT resources used in connection with the Services or by You providing Us with access to those resources for performance of the Services, unless such security breach is directly caused by our negligence, willful misconduct, fraud, or illegal conduct. You must ensure that appropriate backups, security (including anti-virus and anti-spyware software), and access control procedures are in place for any computers and IT resources You provide access to for the Services.

5.7 If You instruct us or require us to use any website, portal, platform or any other method of uploading or transmitting information and/or data **("IT Platform")** throughout the Services, You warrant that You have determined that it is appropriate for use by Us and has adequate data, privacy and security controls. You acknowledge that We will not conduct Our own analysis of the IT Platform and We will rely solely on the instructions, directions and/or protocols provided by You for use of the IT Platform. You acknowledge that the IT Platform may at any time be adversely affected or unsafe and You agree that We cannot guarantee the security and accuracy of any data, attachments or information submitted to, stored in, or uploaded to the IT Platform.

5.8 Except in the case of fraud, negligence or willful default by Us, and to the maximum extent permitted by law, We will not be liable for any Loss (whether direct, indirect, consequential or economic), including for breach of confidentiality, privacy or security, that may result from the use of the IT Platform in accordance with clause 5.7. Our liability is limited in accordance with Clause 11 of the Terms and Conditions.

5.9 We may utilise the services, software, systems, technology and products of third party service providers and cloud computing service providers to perform or assist Us to perform Services and in administrative support, including but not limited to third party service providers, accounting software systems, file storage systems, registry service systems, information management systems, portfolio management systems, cloud computing systems and services, and on-line information access systems, and whether disclosed to You or not ("**Third Party Products**"). Third Party Products We may utilise to assist in Our provision of Services include:

(a) Microsoft 365 cloud computing services located in Australia for the Microsoft 365 suite;

(b) Nexon Asia Pacific located in Australia for IaaS hosting of core systems including file storage, intranet services, data storage and virtual server hosting and management of the Microsoft 365 suite;

(c) Virtual Cabinet located in Australia, UK and USA for electronic document portal and e-signing;

(d) Citrix ShareFile located in USA for secure file transfer; and

(e) other Third Party Products from time to time as separately notified to You.

5.10 We may provide these Third Party Product providers with access to Your data to the extent this is required to perform the Services.

5.11 Your data will be stored in servers physically located in Australia (unless otherwise specified) and in accordance with the security practices of the Third Party Product provider and Our Privacy Policy.

5.12 For the purposes of clauses 5.9 to 5.11, You consent to Us utilising these Third Party Products and You consent to Your information (including personal information and Confidential Information) being disclosed and transferred to those Third Party Product providers, so long as such providers are bound by confidentiality obligations. You may withdraw Your consent to this disclosure at any time by notifying Us in writing. If Your withdrawal of consent prevents Us from being able to provide the Services, We may decline to provide or continue providing the Services.

5.13 To the maximum extent permitted by law, We give no warranties in relation to Third Party Products, including any warranty as to features, performance, fitness for purpose or legal efficacy of using Third Party Products, and We will not be liable for, and You release us from, any Loss however arising in connection with the Third Party Products whether present, future or contingent which You may have against Us.

6. Payment for the Services

Our Fees

6.1 Our fees and expenses for the Services:

(a) Will be charged on the basis set out in the Engagement Letter and/or Services Schedule;

(b) Are Australian dollars unless otherwise stated;

(c) Are exclusive of GST unless otherwise stated. To the extent that fees are exclusive of GST, You must pay Us all GST arising in respect of such fees.

6.2 Our fee rates may be varied by Us at any time by notice in writing to You. The fee variation takes effect from the date stated in the notice.

6.3 If the fees listed in Our Engagement Letter and/or Services Schedule are an estimate, or the Services are varied under these Terms and Conditions, We will obtain Your consent to any changes to Our fees either before proceeding with work, or as soon as reasonably practicable after the change is known.

6.4 If the Services are undertaken for two or more clients (whether together or individually), each client is jointly and severally liable to pay Our fees and disbursements.

Expenses

6.5 All disbursements incurred by providing the Services to You (including internal expenses, fees for other firms, experts or other third parties, and other out-of-pocket costs) will be charged to You at cost (net of any GST input tax credit to which We are entitled) plus GST as applicable.

6.6 Except in cases of urgency, or where otherwise provided in this Contract, We will obtain Your approval before incurring any significant or extraordinary expenses not specified in the Engagement Letter and/or Services Schedule.

6.7 We may ask You to provide Us with advance funds for payment of disbursements, such as third party fees. We do so strictly as Your agent and You take full responsibility and liability for all third party costs and fees, regardless of whether We introduced You to that third party.

6.8 You must pay any Pitcher Partners Sydney Entity's reasonable costs and expenses (including solicitor client costs) that are incurred in complying with or challenging any third party notice or demand that We receive about You and the Services, to the extent that such costs and expenses are not recovered or recoverable from the person issuing the notice or demand. A third party notice or demand includes the Australian Taxation Office, the Australian Prudential Regulatory Authority, the Australian Securities Exchange, the Australian Securities & Investments Commission, the Australian Charities and Not-for-profits Commission, any government statutory body or instrumentality, any court or tribunal, or any other third party organisation in relation to You or the Services.

Payment

6.9 All fees and expenses are payable within 14 days of the invoice date, unless otherwise specified in the Engagement Letter and/or Services Schedule.

6.10 If Your account remains unpaid 30 days after We have demanded payment from You, or You do not pay money in advance that We have requested under this Contract, We may suspend the Services until We are paid or terminate the Contract immediately by written notice to You.

6.11 We may charge You interest on Your overdue account at the Reserve Bank cash rate plus 6%, from the date payment is due until the date payment is made.

6.12 We have a lien over any of Your documents, funds or property that We hold or are in Our control of and We may retain possession of all such items until all monies owing by You are paid in full. Our lien will continue notwithstanding that We cease to act for You.

6.13 When making payment for Our fees, You must not rely on any document that displays Our bank details except for Our Engagement Letter and invoices issued to You. We are not responsible for any loss you may suffer arising from any incorrect payments made.

7. Intellectual Property

Ownership

7.1 You must own or have the right to provide any information or materials that You give to Us.

7.2 You will retain ownership of all original documents You to provide Us, and final Deliverables that are produced as a result of the Services. We may store these on Your behalf or make copies for Our records.

7.3 All other documents (including electronic documents) produced by Us in respect of this Contract will remain the property of Pitcher Partners Sydney. Unless otherwise specified in this Contract, We own the copyright and all other intellectual property rights in everything We create in the course of providing the Services or in connection with the Contract.

7.4 We may use or develop Tools in providing the Services. If We provide

these Tools to You, You acknowledge that:

(a) You have no right, title or interest in the Tools. Any Tools developed specifically for You, and any restrictions on their use, will be covered in the Engagement Letter and/or the Services Schedules;

(b) Any Tools are developed for Our purposes and without consideration of any purpose for which You might use them, are made available on an 'as is' basis for Your use only, and must not be distributed to or shared with any third party; and

(c) Pitcher Partners Sydney makes no representation or warranties as to the sufficiency or appropriateness of the tools for any purpose for which You or a third party may use them.

Electronic Filing and Presentation of Information

7.5 You must not do any of the following without Our prior written consent:

(a) Publish on a website or lodge with a regulator any document that contains or refers Our advice, reports or other Deliverables, except for audited accounts which have been signed off by Our audit partners;

(b) Refer to Pitcher Partners Sydney or any other Pitcher Partners Sydney Entity as auditing Your financial statements, extracts or reports, where the Services involve statutory audit or statutory review work;

(c) Use the "Pitcher Partners" name or logo in any public statement or website.

7.6 If We give Our consent to any of the items in clause 7.5 , then You are responsible for the security and controls over the information that is published or lodged to maintain the integrity of the data presented.

7.7 Unless You notify Us otherwise, You consent to the Pitcher Partners Sydney:

(a) The Pitcher Partners Sydney Firm inserting Your logos and other similar intellectual property on Our Deliverables where appropriate; and

(b) Provided We do not disclose Your Confidential Information, You consent to the Pitcher Partners Sydney Firm referring to You, the nature of the Services We have performed for You, and using Your business name and logo when marketing Pitcher Partners Sydney Firm, unless You notify Us to the contrary.

8. Confidentiality

8.1 Neither party may disclose Confidential Information about or belonging to the other party without prior written consent of the other party, unless otherwise required by law.

8.2 Notwithstanding the above, You acknowledge and agree that We may disclose Confidential Information:

(a) if required for the proper performance of the Services;

(b) if required to do so by law or any rules or regulations applicable to Us or the provision of the Services;

(c) to other Pitcher Partners Sydney Entities, the wider Pitcher Partners association and the Baker Tilly International network or their related entities, or the officers or employees of those firms or entities for internal purposes; or

(d) to Our advisers, auditors, internal or external quality review organisations, professional bodies such as Chartered Accountants Australia and New Zealand and insurers.

9. Privacy of Personal Information

Our obligations

9.1 The Pitcher Partners Sydney Firm is committed to protecting Your personal information in accordance with the Privacy Laws. The Pitcher Partners Sydney Firm Privacy Policy is available on Our website and upon request: www.pitcher.com.au/privacy-policy

9.2 Throughout the Services, We will collect, deal with and use Your personal and other information in accordance with Our Privacy Policy. This information may be disclosed:

(a) Within the Pitcher Partners Sydney Firm;

(b) To third parties (including Your staff, Your associated entities, government departments, other professional advisers, and in the case of services for individuals, Your family members) where necessary to provide You with the Services;

(c) To third-party service providers, including insurers, credit reporting agencies, collection agencies, lawyers and other third party service or credit providers, within or outside of Australia. Where such disclosure occurs, We have established controls and procedures designed to support compliance with Our Privacy Policy.

9.3 You acknowledge and agree that:

(a) We may be legally required to disclose personal information about You;

(b) We may Use Your information to inform You of services We provide and other professional developments. You may elect not to receive such information from Us at any time;

(c) If We do not collect this information or You provide incomplete or inaccurate information, We may not be able to provide You with the Services;

(d) We may aggregate information and data obtained from You for the purposes of benchmarking and statistical analysis. You agree that We may do so, provided the information and data is de-identified and We do not disclose Your personal or Confidential Information;

(e) You consent to Your information being collected, used and disclosed to third party service providers for the Services, so long as the third party service providers are bound by confidentiality obligations;

(f) By engaging Us to provide Services, You consent to the collection and disclosure of personal information on these terms, unless You inform Us to the contrary. If You wish to have Your work prepared only by internal staff of the Pitcher Partners Sydney Firm You must notify Us in writing.

Your obligations

9.4 Disclosure by You of personal information to Us in the course of Our engagement is subject to the Australian Privacy Principles established under the Privacy Act.

9.5 Accordingly, the Services are provided on the basis that You will only disclose personal information about an individual to Us:

(a) for a purpose related to the performance of the Services;

(b) provided You have made all disclosures required under the Privacy Act;

(c) provided You have obtained any consents required under the Privacy Act; and

(d) provided to do so would not otherwise breach the Privacy Act.

9.6 As We rely on You to fulfil these obligations You agree that You will indemnify Us and keep Us harmless from loss against any claim, loss or expense resulting from Your failure to make any disclosure or obtain any consent required under the Privacy Act or otherwise to comply with the Privacy Act.

10. Indemnity

10.1 To the extent permitted by law, You indemnify Us against and You must pay Us for any reasonable Loss that may be brought against, suffered or incurred by Pitcher Partners Sydney in relation to this Contract and directly caused by Your act or omission (including but not limited to any breach of this Contract by You, Your negligence or wilful misconduct, Your fraudulent or illegal conduct, Your failure to perform the obligations of this Contract or a third party claim against a Pitcher Partners Sydney Entity).

10.2 Unless this indemnity is ended by operation of law or by written agreement between the parties, this indemnity is a continuing and irrevocable obligation that is separate and independent from Your other obligations under this Contract or at law.

10.3 We may make a demand on You from time to time under this indemnity. You must pay Us immediately on demand any amounts due to Us under this indemnity and in a manner that We reasonably require.

10.4 This indemnity does not apply to:

(a) audit services provided under this contract where Pitcher Partners Sydney is engaged as a company auditor, except for Loss caused by third party claims arising from the audit, in accordance with section 199A of the *Corporations Act 2001* (Cth);

(b) independent expert report services provided under this Contract, except for Loss caused by:

i) Our reliance on information provided by You, or

ii) Material information that You had in Your possession and which you did not provide to Us.

11. Limitation of Liability

11.1 Nothing in these Terms and Conditions excludes or limits the application of any statute (including the ACL, applicable legislation in the jurisdiction of the Services or Professional Services Legislation) which cannot be modified, restricted or excluded, or where to do so would contravene that statute or cause any provision of these Terms and Conditions to be void.

11.2 Where there is more than one party to this Contract the parties acknowledge that liability shall be joint and several.

11.3 To the extent permitted by law, the parties agree to limit their liability in the following ways:

No third-party liability

(a) Unless agreed by the parties in writing, Pitcher Partners Sydney only provides the Services to You and not to any third party. To the extent permitted by law, Pitcher Partners Sydney is not liable to You in any way for, arising under, or in connection with, the provision of the Services to any third party or reliance on the Services by any third party.

Exclusion of consequential loss

(b) The parties are not liable to each other in any way for any consequential Loss arising under or in connection with this Contract, including any loss of profit, savings or revenue (which for the avoidance of doubt shall not include payments due by way of remuneration under this Contract), loss of opportunity or contract with a third party, liability to any other person, and indirect or incidental losses or expenses suffered by a party, howsoever caused.

Events beyond the parties' reasonable control

(c) The parties are not liable to each other for any delay or failure to fulfil their obligations under the Contract (other than an obligation to pay) to the extent that any such delay or failure arises from causes beyond their control, including but not limited to fire, floods, acts of God, pandemics, acts or regulations of any government or supranational authority, war, riot, terrorist activities, strikes, lockouts and industrial disputes.

Exclusion of warranties

(d) To the extent permitted by law, all implied terms, guarantees, conditions and warranties are excluded from these Terms and Conditions.

(e) Unless expressly provided under these Terms and Conditions or the Engagement Letter, Pitcher Partners Sydney does not make any warranties, representations or guarantees of any nature in respect of the Services. You agree that You have not relied on any inducement, representation or statement made by Us or on Our behalf in purchasing the Services.

Cap on Liability and Limitation of Remedy

(f) The Professional Standards Legislation applies to the performance of the Services under this Contract to limit the liability of the Pitcher Partners Sydney Firm. You acknowledge and agree that the Professional Standards Legislation overrides any term of this Contract that limits Our liability to an amount which exceeds the limits mandated by the Professional Standards Legislation, but does not override any term of this Contract that limits Our liability to an amount below the limits by the Professional Standards Legislation.

(g) Subject to this subclause 11.3(g), where the Professional Standards Legislation does not apply, then to the extent permitted by law, We may choose to limit Our maximum liability for breach of the Contract (whether under the law of contract, negligence, tort or otherwise) to Our option of either:

i) resupply of the Services by Us; or

ii) payment of the reasonable cost of resupplying the Services by another organisation; or

iii) 3 times the fees set out in the Engagement Letter or other written communication in respect of Our fees,

except for the following types of Loss:

1. Personal injury (including sickness and death);
2. Breach of privacy legislation;
3. Breach of intellectual property rights;
4. Breach of confidentiality; and
5. Statutory liability that cannot be contracted out of.

12. Dispute Resolution

12.1 If any dispute arises between You and Pitcher Partners Sydney, the parties must attempt to resolve the dispute in good faith in the following manner:

(a) Either party may give the other a notice of the dispute. This means that the dispute must be dealt with in accordance with this section;

(b) Either party must not commence legal proceedings (except proceedings seeking interlocutory relief) about the dispute unless the dispute has been referred for resolution under this section;

(c) Either party must not oppose any application for a stay of any legal proceedings that may be issued in respect of a dispute, pending the completion or termination of the procedure set out in this section;

(d) If a dispute is notified, each party must immediately refer the dispute to its senior management. Those representatives must endeavour to resolve the dispute as soon as possible, but at least within 30 days (or other period as agreed between the parties);

(e) If the dispute cannot be resolved by senior management, the parties may elect to resolve any dispute by mediation via the Australian Disputes Centre (**ADC**) before commencing arbitration or litigation. The mediation must be conducted in accordance with the ADC Guidelines for Commercial Mediation which operate at the time the matter is referred to ADC. The ADC Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. This paragraph survives termination of these Terms and Conditions;

(f) This section does not affect Your obligation to pay for the Services. You must not use the dispute to set-off any outstanding amounts payable for the Services and You must continue to perform Your obligations for payment under these Terms, even if a dispute exists. We reserve the right to suspend provision of any further Services until the dispute is resolved and/or payment of the Services is made;

(g) The parties must keep all information relating to any dispute confidential for the purposes of dispute resolution, unless otherwise required by law or at the direction of a court of competent jurisdiction. No party may use any information or documents obtained through the dispute resolution process for any purpose other than an attempt to settle the dispute between the parties.

12.2 If You are a 'retail client' and the Services are 'financial services' (as those terms are defined in the *Corporations Act 2001* (Cth)) provided by a Pitcher Partners Sydney Entity with an Australian financial services licence, We will resolve any dispute about those Services in accordance with Our internal dispute resolution procedure system.

12.3 Any complaints about the Services or discussions about how Our Services could be improved must be directed to the Partner named in Your Engagement Letter or Our Managing Partner. We undertake

to consider any complaint carefully and promptly.

13. Termination of the Contract

13.1 Subject to any statutory provisions that apply to the Services, and unless otherwise provided in the Engagement Letter, either party may terminate the Contract:

(a) At any time by giving 30 days written notice;

(b) Immediately by written notice if the other party commits a material breach of the Contract and the breach is not remedied within 7 days of the termination notice.

13.2 In addition to Our other termination rights under these Terms and Conditions, We may terminate the Contract immediately by written notice if:

(a) You fail to pay Our accounts within 30 days after payment has been demanded;

(b) You do not pay money in advance that We have requested in accordance with the Contract and that We require to be able to perform the Services;

(c) You fail to provide Us with clear and timely instructions to enable Us to perform the Services;

(d) You refuse to accept Our advice;

(e) You indicate to Us or We form the view that You have lost confidence in Us;

(f) There are ethical grounds which We consider require Us to cease acting for You, for example a conflict of interest or Your instructions involve acting contrary to the interests of another client;

(g) We are prevented from performing the Services, or Our ability to perform the Services required within the required timeframe is compromised, by a reason or event outside Our control; or

(h) We are no longer able to provide all or part of the Services to You because of applicable auditor independence rules or legislation without ceasing to be independent in relation to an audit client.

13.3 On termination:

(a) You must pay Our charges for work done and expenses incurred up to the date of termination, together with Our reasonable costs and expenses incurred by early termination of the Contract due to (a) to (h) above;

(b) We may recover any of Our property, data, documentation and records in Your possession or control; and

(c) Except for those rights, interests and provisions of these Terms and Conditions which continue after termination or expiry of the Contract, the parties are regarded as discharged from any further obligations under the Contract.

13.4 Termination of the Contract is without prejudice to any rights that may have accrued before termination. The terms of the Contract which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind the parties.

14. Pitcher Partners Association and Baker Tilly International Network of independent firms

14.1 The Pitcher Partners Sydney Firm is a member firm of the Pitcher Partners association of separate independent firms operating under a name which includes the name "Pitcher Partners". Unless expressly stated in the Engagement Letter, the Services are provided exclusively by Pitcher Partners Sydney. Pitcher Partners Sydney is not an agent of any member of the association of independent firms and does not have authority to bind any of them or act on their behalf. No member of the association has any liability for another member's acts or omissions. In addition, no member of the association (including the Pitcher Partners Sydney Firm) has the right to exercise management control over each other or any other member of the association.

14.2 The Pitcher Partners Sydney Firm is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Unless expressly stated in the Engagement Letter, Baker Tilly International provides no professional services to You. Each member firm of Baker Tilly International is a separate and independent legal entity (or group of entities), and each describes itself as such. The Pitcher Partners Sydney Firm is not Baker Tilly International's agent and does not have authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Pitcher Partners Sydney Firm, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. In addition, neither Baker Tilly International nor any other member firm has a right to exercise management control over any other member firm. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

15. General

Staffing

15.1 The Partner of Pitcher Partners Sydney who signs the Engagement Letter is the Partner primarily responsible for performance of the Services. Other Partners or professional staff other may be involved in providing the Services. If You have any concerns in relation to the staffing of Your Services, please contact the Partner primarily responsible for performance of the Services or Our Managing Partner.

Communication

15.2 Where the Services are provided to more than one person or entity, we may at Our discretion:

(a) Communicate and receive instructions from any one person, entity, or the representative of an entity;

(b) Rely on the communications and instructions of any one person, entity or the representative of an entity as the views of all persons and entities; and

(c) Communicate or insist upon instructions from more than one person or entity listed in our Engagement Letter.

15.3 You agree to the use of email, portal, and other electronic methods to send and receive information (including Confidential Information) between the parties and to other third parties engaged for the Services. You must advise Us if You do not want electronic communication.

15.4 We cannot guarantee the security and accuracy of electronically transmitted information and You acknowledge that electronic platforms may be adversely affected or unsafe to use. To the maximum extent permitted by law, We are not liable for any Loss (whether direct, indirect, consequential or economic) You suffer or incur, including breach of confidentiality, privacy or security, as a result of electronic communication (including any attachments) or storage of data which is outside of Our control and not directly caused by Our act or omission.

Notices

15.5 Any written notice referred to in these Terms and Conditions may be delivered to a party in person, by letter, by fax, or by email to the address of the party appearing in the Engagement Letter or to the last known address of the party.

15.6 A notice is deemed to have been delivered and received on the day if by hand, courier, email or fax, or otherwise on the second business day after posting.

Waiver and Severance

15.7 Any failure or delay by any party to exercise any right under this Contract shall not operate as a waiver of that right and the single or partial exercise of any right by that Party shall not preclude any other or further exercise of that or any other right by that Party.

15.8 If any part of these Terms and Conditions becomes void or unenforceable for any reason, then that part will be severed and all remaining parts continue with full force and effect without being affected by the severance of any other parts to the fullest extent possible. The parties may negotiate in good faith to amend and modify such provisions as may be necessary or desirable in the circumstances.

Assignment and changes to the parties

15.9 Neither party may assign this Contract or a part of this Contract without the other party's prior written consent which shall not be unreasonably

withheld. However, to the extent permitted by law, We may without Your consent**:**

(a) assign or novate this Contract where such assignment or novation is to a successor of the business of Pitcher Partners Sydney;

(b) delegate and authorise the performance of the Services of this Contract to a Pitcher Partners Sydney Entity; and

(c) delegate and authorise administrative functions of this Contract to a Pitcher Partners Sydney Entity, including issuing and collecting invoices for Services.

15.10 For the avoidance of doubt, any authorised delegation by Us in accordance with this clause does not involve any legal transfer, assignment, novation, sub-contract or otherwise of the rights and obligations under this Contract. We shall remain primarily liable for such rights and obligations of this Contract, including any delegated performance of the Services.

15.11 The parties must notify each other in writing of any material change to Your organisation, including a change of name, trading entity or structure, director, bank account details, contact details or address.

Counterparts

15.12 These Terms and Conditions may be executed in any number of counterparts, each of which when executed and delivered constitutes an original, but all counterparts together constitute one agreement.

15.13 For the purposes of this Contract, the Terms and Conditions are "signed" or "executed" if they include a symbol or action that is adopted or performed by the signer with the present intent to authenticate, manifest acceptance of or assent to the Contract (an "**E-Signature**"). If an E-Signature is affixed through the use of an E-Signature application, it shall be deemed to be an original signature as if handwritten and no certification authority or other third-party verification is necessary to validate the E-Signature of any Party or any agreement between the Parties resulting from an E-Signature.

Files and Records

15.14 Unless instructed otherwise in writing, We may keep Your files and documentation in electronic form only and destroy the original paper records left in Our possession after completion of the Services.

15.15 We will retain Your files and documentation for a period of 7 years from completion of the Services (or as otherwise set out in Our document retention policy from time to time). Unless instructed otherwise in writing, We may destroy Your files and documentation after 7 years without any further notice to You. Our document retention policy is available on request.

15.16 Any safe storage of Your documents with Us must be agreed between the parties in writing before We take physical possession of Your documents. You must pay all fees and charges that We incur for storage and retrieval of Your documents and You must obtain appropriate insurance for Your stored documents at Your expense.