

STANDARD TERMS AND CONDITIONS OF BUSINESS

1. INTRODUCTION AND APPLICATION

These Standard Terms and Conditions govern the provision of professional services to you by Felix Partners Pty Ltd (ABN 80 790 995 365) and/or any independent professional practitioner (the "Spoke") operating under the Felix Partners platform (collectively referred to as "we", "us", or "our").

By signing the Engagement Letter or continuing to instruct us after receiving these terms, you agree to be bound by them. If there is any inconsistency between the Engagement Letter and these Terms, the Engagement Letter will prevail to the extent of the inconsistency.

2. LIMITATION OF LIABILITY (PROFESSIONAL STANDARDS LEGISLATION)

Our liability is limited by a scheme approved under Professional Standards Legislation.

To the maximum extent permitted by law, and subject to the applicable Professional Standards Scheme, our aggregate liability to you for any loss, damage, or costs arising in connection with the services provided under the Engagement Letter (whether in contract, tort, negligence, or otherwise) shall be limited to the maximum amount specified by the relevant professional scheme (such as the CPA Australia, CA ANZ, or IPA schemes) to which the engaged practitioner is subject.

We will not be liable for any consequential, incidental, indirect, or special damages (including loss of profits, data, or business opportunity) arising out of or in connection with the services.

3. OUR SERVICES

We will provide the services described in the Engagement Letter with reasonable care and skill, in accordance with applicable professional standards and statutory requirements (including the Tax Agent Services Act 2009, where applicable). Any timelines provided are estimates only.

4. YOUR RESPONSIBILITIES

To enable us to provide the services effectively, you agree to:

- Provide all information, documents, and records promptly and in the format requested.
- Ensure that all information provided is accurate, complete, and not misleading.
- Advise us immediately of any changes to your circumstances or business that may affect the services.

We will rely on the information you provide and will not independently verify it unless expressly agreed in the Engagement Letter. We accept no liability for any loss or penalties incurred due to inaccurate, incomplete, or late information provided by you.

5. FEES, BILLING, AND PAYMENT

Our fees are calculated on the basis set out in the Engagement Letter. Unless stated otherwise, all fees are exclusive of GST.

Invoices are strictly payable within 14 days of the invoice date. If an invoice remains unpaid after the due date, we reserve the right to:

- Suspend all ongoing work until the outstanding balance is cleared.
- Charge interest on the overdue amount at the current Reserve Bank of Australia cash rate plus 2%.
- Recover any reasonable debt collection and legal costs incurred in recovering the outstanding fees.

6. CONFIDENTIALITY AND PRIVACY

We are committed to protecting your privacy. We will treat all your personal and commercial information as strictly confidential. We will not disclose your information to any third party without your consent, except as required by law, professional regulation, or as necessary to deliver the services (for example, to the Australian Taxation Office or our secure cloud software providers).

Our collection and use of your data are strictly governed by our Privacy Policy, available on our website.

7. CLOUD COMPUTING AND THIRD-PARTY PROVIDERS

In delivering our services, we utilise industry-leading, secure cloud-based software and infrastructure (such as Xero, practice management software, and secure document portals). By engaging us, you authorise us to store and process your data using these third-party systems. We ensure all third-party providers meet strict Australian data security standards.

8. INTELLECTUAL PROPERTY

We retain all copyright and intellectual property rights in all working papers, templates, financial models, advice, and documents created by us while performing the services. You are granted a non-exclusive licence to use the final deliverables provided to you solely for the purpose for which they were commissioned.

9. CONFLICTS OF INTEREST

We will take reasonable steps to identify and manage any conflicts of interest. If a conflict arises, we will notify you promptly and discuss how it can be managed. If the conflict cannot be resolved to the satisfaction of both parties, we reserve the right to terminate the engagement.

10. TERMINATION

Either party may terminate the engagement at any time by providing 14 days' written notice.

Upon termination, you remain liable to pay for all services rendered and out-of-pocket

expenses incurred up to the date of termination. We may exercise a legal right of lien over your documents and files until all outstanding invoices are paid in full.

11. GOVERNING LAW

These Terms and Conditions and the Engagement Letter are governed by the laws of Victoria, Australia. Both parties submit to the exclusive jurisdiction of the courts of Victoria.

12. CONTACT DETAILS

Felix Partners Pty Ltd

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Email: talktous@felixpartners.com.au

Phone: 03 9653 7300