TERMS OF ENGAGEMENT

1. Parties, Definitions and Interpretation

1.1 Parties. These Terms of Engagement ("ToE") is between the entities detailed in Schedule 2 – Client Entities (together "The Client Entities", "Client", "you") and Waycorp Services Pty Ltd t/as Waycorp Advisors (ABN 22 642 413 241) ("Waycorp Advisors", "Waycorp", "we", "us").

1.2 **Engagement Document.** This ToE includes any schedules, proposals, service requests and written confirmations agreed between the parties.

1.3 **Professional Standards.** We will perform the engagement consistent with **APES 110** (including NOCLAR) and **APES 305**, and other applicable requirements.

1.4 **Interpretation.** Headings are for convenience only and do not affect interpretation.

---

2. Purpose, Objectives and Engagement Output

2.1 **Purpose.** This ToE confirms our understanding of the engagement and the nature and limitations of the services.

2.2 **Objectives.** The objectives are to provide those professional services disclosed in Schedule 1 that you request from time to time, and any additional services agreed in writing.

2.3 **Engagement Output.** Deliverables are limited to those for the services you request (as described in Schedule 1) and any additional services agreed in writing, and are based on information you provide and agreed assumptions.

---

3. Services & Fees, Exclusions and Changes

3.1 **Services & Fees disclosure.** Schedule 1 is our Services & Fees disclosure for all services we provide. It is not a fixed list of work to be performed and does not commit you to any particular service. We will only perform, and you will only be billed for, the services you request from time to time (in writing, by email or through our other agreed channels), at the fees disclosed in Schedule 1.

3.2 **Remote delivery.** Services may be delivered remotely via agreed tools (e.g., remote access, Zoom/Teams, email and other agreed channels).

3.3 **Exclusions.** Unless expressly disclosed in Schedule 1 and requested by you, this engagement does **not** include audit, review or assurance, nor does it include legal advice.

3.4 **Client approvals.** Where a deliverable requires your approval before lodgement or issue (e.g., an activity statement or tax return), you must review and approve it in writing (including email) before submission, unless you instruct otherwise in writing.

3.5 **Services not disclosed in Schedule 1.** If you request a service that is not disclosed in Schedule 1, we will confirm the service, timing and fees in writing before or shortly after commencing.

3.6 **Advisory services.** Advisory, CFO and business advisory services are accounting and business advice only. They are not financial product advice under the Corporations Act 2001 (Cth) (we do not hold an Australian financial services licence unless stated) nor investment advice under the US Investment Advisers

Act of 1940, and you should obtain appropriately licensed advice before acting on any investment or financial product matter.

---

4. Term, Commencement and Termination

4.1 **Commencement.** This ToE starts on the earlier of (a) your signature, or (b) when we commence providing services.

4.2 **Ongoing engagement.** This ToE continues for future periods unless replaced, amended (including under clauses 19.7 and 19.8) or terminated.

4.3 **Termination by Client.** You may terminate on 30 days' written notice to admin@waycorp.com.au

4.4 **Short notice termination fee.** If you terminate this engagement without providing the required **30 days' written notice**, you agree to pay the fees that would otherwise have been payable during that **30-day notice period**, based on the fees and billing arrangements for the services you have requested (including any committed hours/retainer), in addition to any work performed and disbursements incurred up to the termination date.

4.5 **Termination by Waycorp.** We may suspend or terminate the engagement immediately or on notice where required under professional/ethical requirements, for non-payment, or where continuing would be unlawful or inappropriate.

4.6 **Effect of termination, suspension, withholding and handover:**
(a) Termination does not affect rights and obligations accrued up to termination (including payment obligations).
(b) **Suspension for non-payment.** If any invoice is overdue, we may **suspend** provision of Services (including lodgements) until all overdue amounts are paid or a payment arrangement is agreed in writing.
(c) **Withholding work product.** To the extent permitted by law and consistent with our professional and ethical obligations, we may **withhold**: (i) deliverables not yet issued or lodged; and/or (ii) access to certain work product, until overdue amounts are paid or a payment arrangement is agreed in writing.
(d) **Handover.** Subject to paragraph (c) and receipt of any required ethical/professional clearance request (where applicable), we will provide reasonable handover information to you or your incoming adviser.

4.7 **Change of ownership.** This ToE continues despite a change of ownership/structure of either party, unless agreed otherwise.

---

5. Fees, Billing, Disbursements and Payment

5.1 **Fees.** You are only billed for the services you request. Fees for those services are as disclosed in Schedule 1, or as otherwise agreed in writing. Our minimum charge is for 1 hour, then every 15-minute increment thereafter.

5.2 **Hourly rates.** For requested work that is not priced as a fixed fee in Schedule 1, our standard hourly rates by staff level, as set out in the rate card in Schedule 1, apply. Rates are reviewed annually.

5.3 **Disbursements.** We may charge third-party costs reasonably incurred on your behalf (e.g., Government fees/searches, couriers, software subscriptions, other professional fees, travel where requested).

5.4 **Fee updates.** We may update standard fees. We will notify you of material changes relevant to your engagement before applying them to future work (or as soon as practicable).

5.5 **Invoicing frequency.** We may invoice periodically (weekly/monthly), on completion of tasks, or as otherwise agreed.

5.6 **Payment terms.** Payment is due within **3 business days** of the invoice date unless otherwise agreed.

5.7 **Direct debit/card authority.** If you choose direct debit, you authorise us (via our provider) to establish and process direct debits for amounts invoiced, until final invoice is paid or authority is revoked in writing (subject to any processing constraints).

5.8 **Recovery costs.** We may charge reasonable costs of recovery and/or interest on overdue amounts to the extent permitted by law.

5.9 **Committed hours (take-or-pay).** Where you request, and we confirm in writing, that we allocate dedicated or reserved staff capacity to you for regular hours ("Committed Hours"), you agree to pay for those Committed Hours each billing period at the agreed rates or retainer amount, whether or not you utilise all of them; unused Committed Hours are forfeited and not refundable.

---

6. Your Responsibilities (Client)

6.1 **Information and access.** You will provide complete, accurate and timely information and access to systems/records required for the engagement.

6.2 **Record keeping and retention.** You are responsible for maintaining adequate accounting and taxation records and keeping records for legally required periods.

6.3 **Review and approval.** You are responsible for reviewing key outputs (including draft accounts, activity statements and tax returns) and confirming they are correct before lodgement/issue.

6.4 **Reliance.** We rely on information you provide; our advice and outputs are based on that information and stated assumptions.

6.5 **Timely responses.** You must respond to our reasonable requests for information, clarification and approvals (including queries arising from our work) within a reasonable time, so that we can meet agreed deliverables and timelines. Where delays are caused by you, we may adjust timelines and (where applicable) fees.

---

7. Our Responsibilities (Waycorp)

7.1 **Professional performance.** We will perform the engagement with due care and in accordance with applicable professional and ethical requirements for the services you request.

7.2 **Documentation.** We will maintain appropriate records of work performed and, where applicable, retain records consistent with our legal and professional obligations.

7.3 **Conflicts and independence.** We will identify and manage conflicts of interest and other ethical threats in accordance with APES 110.

---

8. NOCLAR (Non-Compliance with Laws and Regulations)

8.1 If we identify or suspect non-compliance with laws and regulations (NOCLAR), we may take steps consistent with APES 110, which may include discussion with appropriate persons, disclosure to an appropriate authority where permitted, and/or withdrawal from the engagement.

8.2 Where appropriate, we will inform you before disclosing, unless urgent circumstances apply or the law prohibits notification.

8A. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)

8A.1 **Our obligations.** Some services we provide, including assisting to create or restructure a company or trust, acting as or arranging for another person to act as a director, secretary or nominee, and providing a registered office or principal place of business address, are designated services under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the AML/CTF Rules (AML/CTF laws). We may also apply customer due diligence to other services under our AML/CTF program.

8A.2 **Customer due diligence.** Before and during the engagement you must provide the information and documents we reasonably request to identify and verify you, your beneficial owners, any person acting on your behalf and, where required, your source of funds and source of wealth, including completing our online identity verification. We may use third-party providers and government data sources for this purpose, and may screen you and your associates against sanctions, politically exposed person and adverse media lists.

8A.3 **Changes and ongoing due diligence.** You must promptly tell us of any change in your ownership, control, directors, business activities or other information you have given us. We may re-verify information from time to time.

8A.4 **Reporting.** We may be required by law to report matters to AUSTRAC or other authorities, and may be prohibited from telling you that we have done so. Nothing in this ToE requires us to act in breach of AML/CTF or sanctions laws, and we are not liable for any loss arising from our compliance with them.

8A.5 **Declining or ceasing services.** We may decline to act, delay or suspend services, or terminate this engagement without liability, if you do not provide information we request, if we cannot complete customer due diligence to our satisfaction, or if we consider that continuing may breach AML/CTF or sanctions laws.

8A.6 **Records.** We will keep identification, verification and other records required by law for at least seven years, including after this engagement ends.

---

9. Australian Tax Agent / BAS Agent Services (where applicable)

9.1 **Authority.** You authorise us to assist with Australian tax and BAS compliance, advice and lodgement obligations for the services you request (as disclosed in Schedule 1).

9.2 **Registered tax agent, supervision and billing.**

(a) **Registered tax agent.** Australian tax agent and BAS services under this ToE are provided by OM Tax Services, a registered company tax agent with the Tax Practitioners Board (registration number 26072249). OM Tax Services will be recorded as your tax agent and BAS agent with the ATO.

(b) **Supervision.** Our authorised personnel who work on your Australian tax and BAS matters do so under the supervision and control of OM Tax Services, under a partnership agreement between Waycorp Services Pty Ltd t/as Waycorp Advisors and OM Tax Services.

(c) **Billing agent.** We invoice and collect fees for Australian tax agent and BAS services as billing agent for OM Tax Services. Payment to us satisfies your obligation to pay OM Tax Services for those services.

9.3 **No audit/review.** No audit/review/assurance is provided and the engagement may not disclose irregularities such as fraud or errors.

9.4 **TPB register and complaints.** We will provide required TPB disclosures for OM Tax Services, including access to the public register and TPB complaints process.

---

10. ASIC Agent Services (where applicable)

10.1 If you request ASIC agent services (as disclosed in Schedule 1), you appoint **Waycorp Services Pty Ltd t/as Waycorp Advisors** (Registered Agent No. **49872**) as your ASIC agent, and authorise ASIC to provide correspondence and company information to us/our nominee.

---

11. Use of Offshore Entities, Outsourced Services and Technology

11.1 **Our offshore entities and staff.** You acknowledge and agree that we may perform components of the Services using staff who are employed by independent offshore service providers engaged by us ("**Offshore Entities**"). Those staff may access, handle and process your information from offshore locations for the purposes of delivering the Services, under our direction, supervision and quality control.

11.2 **Offshore Support and Bookkeeping tasks disclosure.** The nature and extent of the **Offshore Support and Bookkeeping tasks** that may be performed by our Offshore Entities (and the countries in which those tasks may be performed) are described in our standard disclosure included in this engagement documentation (including any schedule or proposal, as applicable), and you agree that those tasks form part of the Services.

11.3 **Other service providers.** We may also use suitably qualified contractors and/or third-party service providers (including contractors engaged through independent Australian or offshore providers) to perform components of the Services under our supervision and quality control.

11.4 **Quality control.** We remain responsible for the overall delivery of the Services and maintain supervision, review and quality control over work performed by Offshore Entities and other service providers.

11.5 **Client consent.** You consent to the use of Offshore Entities (including their staff) and any disclosed service providers, and to the transfer, storage and processing of information (including offshore) to enable delivery of the Services.

11.6 **Named group entities and locations.** The Services are delivered by a related group of entities joined by common shareholding and partnership agreements, comprising SydneyTaxAccountant.com Pty Ltd (Australia), Waycorp Services Pty Ltd t/as Waycorp Advisors (Australia) and Waycorp Advisors Inc (incorporated in Delaware, USA). Australian tax agent and BAS services are provided by OM Tax Services, with authorised personnel of SydneyTaxAccountant.com Pty Ltd and Waycorp Advisors working under its supervision and control (see clause 9.2). Waycorp Advisors Inc, a company registered in Delaware, USA, holds an IRS Electronic Filing Identification Number (EFIN) and electronically files US tax returns on behalf of its Australian tax partners Waycorp Advisors and SydneyTaxAccountant.com Pty Ltd. Although Waycorp Advisors Inc is US-registered, all tax return preparation and related work for the group is performed by staff located outside the United States, in Australia and India. You acknowledge that your information will be accessed, handled and processed by personnel located outside Australia (in India) for the purposes of delivering the Services, subject to clauses 12 and 13.

12. Privacy and Data Handling

12.1 **Australian privacy law.** To the extent the Privacy Act 1988 (Cth) and the Australian Privacy Principles apply (including the Tax File Number Rule), we will collect, use and disclose personal information for the primary purpose of providing the Services, and as required or authorised by law. If an eligible data breach occurs, we will notify you and the Office of the Australian Information Commissioner in accordance with the Notifiable Data Breaches scheme.

12.2 **Overseas storage / disclosures.** Personal information may be stored or processed overseas and may be disclosed to Offshore Entities and other service providers for service delivery, subject to appropriate safeguards.

12.3 **Client cooperation.** If you provide personal information to us about others, you warrant that you have the authority to do so and will take reasonable steps to ensure required privacy notices/consents are provided.

12.4 **Privacy policy.** Our privacy policy is available at https://waycorp.com.au/privacy-policy.

---

13. Confidentiality

13.1 We will keep your information confidential except where required by law, professional obligations (including NOCLAR), to deliver the Services (including Offshore Entities, outsourcing and cloud), or with your consent.

13.2 You acknowledge that offshore/cloud arrangements may involve storage/processing outside Australia and/or the United States (including in India) and foreign laws may differ; confidentiality obligations still apply.

13A. Non-Solicitation and Non-Circumvention of Personnel

13A.1 **Definitions.** In this clause:
(a) "**Supplier**" means any entity, in Australia or overseas and whether or not related to us, that supplies staff, contractors or subcontractors to us or to a group entity named in clause 11.6 to perform any part of the Services, including Offshore Entities and the contractors and third-party service providers referred to in clause 11.3;
(b) "**Personnel**" means any individual who is, or was in the previous 12 months, an employee, contractor, subcontractor or consultant of us, of a group entity named in clause 11.6, or of a Supplier, and who performed work on, or had dealings with you in connection with, the Services;
(c) "**you**" includes each entity in Schedule 2, your related bodies corporate and associates, and your officers, employees and anyone acting on your behalf or at your direction; and
(d) "**Restricted Period**" means the term of this ToE and the period after it ends that applies under clause 13A.4.

13A.2 **Prohibition.** During the Restricted Period you must not, directly or indirectly, without our prior written consent:
(a) employ, engage, contract with or otherwise obtain services from any Personnel, whether as an employee, contractor or consultant, or through a recruitment, labour hire or outsourcing provider, a freelance platform, or any entity in which they have an interest;
(b) solicit, induce or encourage any Personnel to leave us or their Supplier, or to reduce their work on

our engagements;
(c) contract directly or indirectly with any Supplier for services the same as or similar to the Services, or the work its Personnel performed for you; or
(d) otherwise bypass us to deal directly with any Personnel or Supplier introduced to you through the Services.

13A.3 **General advertising.** A general job advertisement that is not targeted at Personnel does not by itself breach clause 13A.2(b), but clause 13A.2(a) still applies to any Personnel who respond to it.

13A.4 **Period after this ToE ends.** The restraint in clause 13A.2 continues after this ToE ends for whichever of the following periods a court finds enforceable, starting with the longest: (a) 12 months; (b) 9 months; (c) 6 months; or (d) 3 months.

13A.5 **Legitimate interest.** You acknowledge that we invest significantly in recruiting, training, supervising and supporting our Personnel and Suppliers, that this clause is reasonable and necessary to protect that investment and our goodwill, and that you have had the opportunity to obtain independent advice.

13A.6 **Remedies.** If you breach or threaten to breach this clause:
(a) you acknowledge that damages alone may not be an adequate remedy, and we may seek an injunction, specific performance or other urgent relief without first having to prove actual loss;
(b) you must pay us damages for all loss we suffer, including the profit we would have earned on the Services performed by that Personnel or Supplier during the Restricted Period, our costs of finding and onboarding replacement Personnel, and our legal costs on a full indemnity basis;
(c) the breach is a material breach that cannot be remedied, the cure period in clause 19.6 does not apply, and we may suspend or terminate the engagement immediately under clause 4.5; and
(d) these remedies are in addition to any other rights we have at law or in equity.

13A.7 **Notification.** You must promptly tell us if any Personnel approach you about working for you directly.

13A.8 **Severability.** Each prohibition, period and limb of this clause is a separate and independent restraint. If any part is invalid or prohibited by law, including under the Competition and Consumer Act 2010 (Cth) or the Fair Work Act 2009 (Cth), it is read down or severed to the extent necessary and the rest remains effective.

13A.9 **Survival.** This clause survives termination or expiry of this ToE.

---

14. Ownership of Documents, Access and Handover

14.1 **Client materials.** You own the original materials you provide.

14.2 **Waycorp work product.** We own materials we create (including templates, methodologies and working papers), except to the extent they incorporate your originals; you receive a licence to use deliverables for their intended purpose.

14.3 **Provision to new adviser.** Subject to applicable law, our professional/ethical obligations, payment of outstanding fees and receipt of any required ethical clearance request (where applicable), we will provide relevant client data and agreed deliverables to you or your new adviser.

14.4 **Retention.** We will retain records in accordance with legal and professional requirements.

---

15. Professional Indemnity Insurance

15.1 We hold professional indemnity insurance in respect of our Australian services. Evidence can be provided on request.

16. Limitation of Liability and Professional Standards Scheme

16.1 **Professional Standards Scheme.** Where we are a participant in a scheme approved under Professional Standards Legislation, our liability for Australian services (including for negligence) may be limited by that scheme.

16.2 **Liability cap.** To the extent permitted by law, and in addition to any limitation under clause 16.1, our aggregate liability to you for all claims arising out of or in connection with the Services (whether in contract, tort including negligence, statute or otherwise) is limited to the total fees paid by you for the specific services giving rise to the claim in the twelve (12) months immediately preceding the claim.

16.3 **Excluded / indirect loss.** To the extent permitted by law, we are not liable for indirect, special or consequential loss (including loss of profits, revenue, opportunity) arising from the Services.

16.4 **No guarantee.** Any advice and outcomes depend on the information provided and circumstances; we do not guarantee outcomes.

---

17. Reliance and Third Parties

17.1 **Intended user.** Our Services and deliverables are provided solely for your benefit for the purposes described in this ToE and Schedule 1.

17.2 **No third-party reliance.** No third party may rely on our work, deliverables or advice unless we give prior written consent (which may be subject to additional terms, limitations and fees).

17.3 **Disclosure to third parties.** If you provide our deliverables to a third party without our written consent, you do so at your own risk and we accept no responsibility to that third party.

---

18. Dispute Resolution

18.1 The parties will attempt to resolve disputes in good faith, including through mediation, before litigation.

18.2 **Jurisdiction.** New South Wales law applies and the courts of Sydney have jurisdiction.

18.3 **Fees during dispute-related delay.** Where we have allocated resources to undertake your work, and progress is delayed due to actions or inaction by you (including delay in providing instructions, information, approvals, or attendance at dispute resolution steps), we may continue to charge fees for time reasonably incurred in maintaining availability, managing the dispute process, and/or re-scheduling or re-allocating resources, to the extent those costs are caused by the delay.

---

19. General

19.1 **Entire agreement.** This ToE and schedules, as varied under clauses 19.7 and 19.8, constitute the entire agreement.

19.2 **Force Majeure.** Neither party is liable for failure caused by events beyond reasonable control.

19.3 **Assignment.** No assignment without consent (except as permitted by law).

19.4 **Severability.** Invalid provisions are severed and the rest remains effective.

19.5 **Notices.** Notices may be given by email to the last notified email address of the recipient.

19.6 **Cure period.** A party must be given 7 days to cure a breach where capable of remedy (except where immediate termination/suspension is permitted under law or ethical requirements).

19.7 **Variations by us.** We may vary this ToE (including its schedules, but not the matters in clause 19.8) by notice to you by email, or by publishing the updated ToE on our website and notifying you by email:

(a) at any time, to the extent reasonably necessary to comply with, or respond to, a new or changed law, regulation, regulatory guidance or professional or ethical standard that applies to us or the Services, including the AML/CTF laws (including the reforms extending them to accountants and other professional service providers), the Tax Agent Services Act 2009 (Cth), APES standards, privacy laws and US federal and state tax requirements. The variation takes effect on the date stated in the notice, which may be immediately where the law requires; and

(b) for any other reasonable business reason, including changes to how or where we deliver the Services, our systems, service providers, Offshore Entities or group structure, or to protect our legitimate business interests, on at least 30 days' notice.

19.8 **Matters requiring agreement.** We will not use clause 19.7 to change any fees agreed with you (in Schedule 1, a quote or otherwise), your payment terms, or the scope of the services you have requested. These may only be changed by agreement between you and us, which may be given in writing, by email, SMS or other messaging, verbally (which we will confirm by email) or through our online systems, without signing a new ToE. This clause does not limit our right to update standard fees and hourly rates under clauses 5.2 and 5.4.

19.9 **Your right to end the engagement.** If a variation under clause 19.7(b) is materially detrimental to you, you may terminate this engagement by email before the variation takes effect, and clause 4.4 (short notice termination fee) will not apply. You remain liable for work performed and disbursements incurred up to termination.

19.10 **Acceptance and effect.** If you continue to request or receive the Services after a variation takes effect, you are taken to have accepted it. A variation applies from its effective date and does not affect work already completed. The current ToE is always available at www.waycorp.com.au/terms-of-engagement/au.

SCHEDULE 1 – SERVICES & FEES

Your services and fees are set out in the personalised Services & Fees schedule (fee proposal) that we provide to you. That schedule forms Schedule 1 of these Terms of Engagement and applies to the services you request.

If you have not yet received your personalised schedule, we will send it to you before we start work. You may accept it in writing, including by email. Any services you request that are not covered by it will be confirmed in writing in accordance with clause 3.5.

SCHEDULE 2 – "CLIENT ENTITIES"

Australian Business Clients (for Australian tax purposes) and;

Entity	Entity type	ABN	ACN	TFN

Australian Individual Clients (for Australian tax purposes) and;

Name	Relationship (self / spouse / dependent / other)	DOB	Sole Trader ABN	TFN

ACCEPTANCE

The Client confirms that it has read and understood this ToE (including Schedules 1 and 2), authorises the nominated representative _____ to accept this ToE, and agrees that if Waycorp commences work before signed acceptance is received, this ToE applies from the commencement of work.

Executed for and on behalf of the Client Entities under section 127 of the Corporations Act 2001 (Cth) where applicable:

	For the Client Entities	Waycorp Services Pty Ltd t/as Waycorp Advisors
Signature:		
Printed name:		Wayne O'Brien
Title:		Partner
Date:		9 November 2026