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DOMINIUM WEALTH

TERMS AND CONDITIONS OF ENGAGEMENT

Property Investment Advisory Services — Queensland, Australia

Queensland Real Estate Licence No. 4943806

Last Updated: 10 June 2025

IMPORTANT NOTICE: Please read these Terms and Conditions carefully before engaging the services of Dominium Wealth. By proceeding with any service engagement, you acknowledge that you have read, understood, and agreed to be bound by these Terms in their entirety. If you do not agree with any part of these Terms, you must not engage our services.

HOW WE ARE PAID: We do not charge you any fee for our advisory services. We are remunerated by way of commission paid by the vendor, developer, or seller of a property you acquire. This commission is paid out of the vendor's own sale proceeds and is not added to, or charged on top of, the purchase price you pay. Because we are paid by the vendor rather than by you, this arrangement gives rise to a conflict of interest which is disclosed in full at Section 6. You should obtain independent advice and independently satisfy yourself as to the value and suitability of any property before you commit to purchase.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires:

- "Agreement" means these Terms and Conditions together with any Engagement Letter, Service Agreement, or written agreement executed between Dominium Wealth and the Client.
- "Client" or "You" means any individual, company, trust, superannuation fund, partnership, or other entity that engages or receives services from Dominium Wealth.
- "Company", "We", "Us", or "Our" means Dominium Wealth Pty Ltd (ABN 88 677 335 143), together with its officers, directors, employees, agents, salespersons, and authorised representatives.
- "Services" means property investment advisory, property sourcing, market research, due diligence assistance, and any other services provided by the Company as described in the Engagement Letter.
- "Property" means any real estate, land, residential dwelling, commercial property, or investment asset the subject of a service engagement.
- "Commission" means the amount payable to the Company by a Vendor in connection with a Client's acquisition of a Property, as disclosed to the Client under Section 6.
- "Vendor" means the seller, developer, builder, or project marketer of a Property, being the party from whom the Company receives Commission.
- "Engagement Letter" means the written authority, appointment, or service agreement executed between the Company and the Client setting out the scope and terms of the engagement.

- "POA" means the Property Occupations Act 2014 (Qld) and the Property Occupations Regulation 2014 (Qld), as amended.
- "Licence" means the Queensland real estate agent licence held by the Company, Licence No. 4943806, issued under the POA.
- "OFT" means the Office of Fair Trading Queensland, which administers and enforces the POA.

1.2 Headings are for convenience only and do not affect interpretation. The singular includes the plural and vice versa. References to legislation include all amendments, regulations, and replacements.

1.3 If there is any inconsistency between these Terms and the Engagement Letter, the Engagement Letter prevails to the extent of the inconsistency.

2. WHO WE ARE, LICENCE AND REGULATORY STATUS

2.1 Dominium Wealth Pty Ltd (ABN 88 677 335 143) is a company incorporated in Australia and carrying on business in Queensland. In these Terms, "Dominium Wealth" refers to Dominium Wealth Pty Ltd.

2.2 The Company holds a Queensland real estate agent licence issued under the Property Occupations Act 2014 (Qld), Licence No. 4943806.

2.3 The Company's licence is subject to ongoing Continuing Professional Development requirements under Division 1A of Part 3 of the POA. The Company's licensee-in-charge is responsible for ensuring all obligations under the POA are met.

2.4 The Company's real estate activities are regulated by the Office of Fair Trading Queensland. Complaints regarding the Company's conduct as a licensed agent may be directed to the OFT on 13 QGOV (13 74 68) or at www.qld.gov.au/oft.

2.5 Clients may verify the Company's current licence status at any time on the Queensland Government licence register at www.licence.qld.gov.au.

3. NATURE OF SERVICES AND GENERAL ADVICE WARNING

GENERAL ADVICE WARNING: Dominium Wealth provides general property investment information and advice only. Nothing we provide constitutes financial product advice as defined under the Corporations Act 2001 (Cth). The Company does not hold an Australian Financial Services Licence. Any information or advice provided does not take into account your individual financial situation, investment objectives, or particular needs. You must seek independent legal, financial, tax, and accounting advice before making any investment decision.

3.1 The Company does not hold an Australian Financial Services Licence and is not authorised to provide financial product advice. Nothing in the Services constitutes financial product advice, tax advice, legal advice, valuation advice, or accounting advice.

3.2 All information, analysis, recommendations, and opinions provided by the Company relate to real property only and are general in nature.

3.3 The Company does not provide, and the Client must not rely on the Company for, any valuation of a Property. The Client should obtain an independent valuation from a licensed valuer before committing to any purchase.

3.4 Past performance of any property market, asset class, or investment strategy is not indicative of future performance. All property investments carry risk including possible loss of capital, periods of vacancy, and adverse movements in value.

3.5 The Company strongly recommends that Clients obtain independent advice from a licensed financial adviser, a solicitor or conveyancer, an accountant, a mortgage broker, and a licensed building and pest inspector before proceeding with any property acquisition.

3.6 Any forecasts, projections, rental estimates, depreciation estimates, or capital growth figures provided by the Company or by a Vendor are estimates only, are based on assumptions that may not eventuate, and are not guarantees of future outcomes.

4. ENGAGEMENT AND SCOPE OF SERVICES

4.1 The Company will provide the Services as agreed in writing in an Engagement Letter. No binding engagement exists until a written Engagement Letter has been signed by both parties.

4.2 Where the POA requires a written appointment before the Company may carry out particular property agent functions, the Company will ensure that a compliant written appointment is executed and that a signed copy is given to the Client before those functions are performed.

4.3 The scope of the Services is limited strictly to what is set out in the Engagement Letter. Any variation must be agreed in writing and signed by both parties.

4.4 The Company reserves the absolute right to decline any engagement at its sole discretion without being required to provide reasons.

4.5 For residential property acquisitions, statutory cooling-off rights may apply under Part 7 of the POA. The Client's cooling-off rights attach to the contract of sale between the Client and the Vendor, not to this Agreement. The Client should confirm the applicable cooling-off period with their solicitor or conveyancer before signing any contract.

4.6 The Company does not hold or handle any Client money, deposits, or part payments. All deposits and purchase moneys must be paid directly to the Vendor's licensed agent or solicitor, into a regulated trust account, in accordance with the contract of sale.

5. NO FEES PAYABLE BY THE CLIENT

5.1 The Company does not charge the Client any fee, retainer, commission, or other amount for the Services described in the Engagement Letter. The Services are provided to the Client at no cost.

5.2 The Company is remunerated solely by way of Commission paid by the Vendor of a Property acquired by the Client. The Company's entitlement to Commission arises under a separate agreement between the Company and the Vendor, to which the Client is not a party.

5.3 Commission is paid by the Vendor out of the Vendor's own sale proceeds. It is not an additional charge added to, or payable by the Client on top of, the purchase price stated in the contract of sale.

5.4 Notwithstanding clause 5.3, the Client acknowledges that the Company does not set, control, or determine the price at which a Vendor offers a Property for sale. The Client must satisfy themselves independently, including by obtaining an independent valuation and independent legal advice, that the purchase price and terms of any Property are appropriate and represent fair market value before entering into a contract of sale.

5.5 The Client is under no obligation to purchase any Property presented or recommended by the Company, and will incur no charge, penalty, or liability to the Company if the Client chooses not to proceed with any transaction.

5.6 If at any time the Client and the Company agree in writing that the Company will provide additional services on a fee-paying basis (being services outside the scope of the Engagement Letter), the fee, the basis of calculation, and the payment terms will be set out in a separate written agreement signed by both parties before those services commence. No fee is payable by the Client unless agreed in that manner.

5.7 The Client remains solely responsible for all costs payable to third parties in connection with a property acquisition, including but not limited to the purchase price, deposit, transfer duty, legal and conveyancing fees, building and pest inspection fees, valuation fees, loan establishment fees, lenders mortgage insurance, and ongoing holding costs. These are not fees of the Company.

6. COMMISSION DISCLOSURE AND CONFLICTS OF INTEREST

CONFLICT OF INTEREST DISCLOSURE: Because the Company is paid a Commission by the Vendor and not by the Client, the Company has a financial interest in the Client proceeding with a purchase. This is a conflict of interest. The Company does not act as an independent buyer's agent engaged and paid by the Client. The Client should take this into account when considering any recommendation made by the Company, and should obtain independent professional advice before committing to any purchase.

6.1 The Company will disclose to the Client in writing, before the Client enters into any contract of sale, the following:

- The identity of the Vendor from whom the Company will receive Commission;
- The amount of the Commission, or where the amount is not yet ascertainable, the method by which it will be calculated;
- Any other referral fee, rebate, benefit, or incentive the Company or any related party will or may receive in connection with the transaction;

- Any existing ownership interest, business relationship, joint venture, or common directorship between the Company (or a related party) and the Vendor;
- Any beneficial interest the Company or a related party holds or expects to hold in the Property.

6.2 The Company must not act for more than one party in the same transaction in a manner prohibited by section 99 of the POA. The Company acts in the transaction as a marketer and adviser remunerated by the Vendor, and the Client acknowledges that the Company does not owe the Client the duties of an exclusively appointed and Client-paid buyer's agent.

6.3 The Client acknowledges having read and understood the conflict disclosure in this Section 6, and consents to the Company receiving Commission from the Vendor on the terms disclosed.

6.4 If the Client does not consent to the Company receiving Commission from a Vendor in respect of a particular Property, the Client must notify the Company in writing, in which case the Company will not proceed to introduce the Client to that Property.

6.5 The Company will not vary the substance of any recommendation, or withhold material information about a Property, by reason of the level of Commission payable in respect of it.

6.6 The disclosure obligations in this Section survive completion of any property transaction and termination of this Agreement.

7. CONSUMER LAW AND FAIR CONDUCT COMMITMENTS

7.1 The Company is bound by, and commits to complying with, the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)). In particular, the Company will not:

- Engage in conduct that is misleading or deceptive, or likely to mislead or deceive;
- Make false or misleading representations about a Property, its price, its rental yield, its capital growth potential, or any taxation benefit;
- Apply undue pressure, harassment, or coercion in connection with the supply of the Services or the sale of any Property;
- Engage in unconscionable conduct.

7.2 Any representation made by a Vendor, developer, or third party regarding a Property is the representation of that party and not of the Company. The Company does not adopt, warrant, or guarantee the accuracy of Vendor marketing material, display suite representations, rental guarantees, or projected returns.

7.3 The Client should independently verify all material representations before entering into any contract of sale.

8. TELEPHONE CONTACT AND MARKETING COMMUNICATIONS

8.1 Where the Company contacts clients or prospective clients by telephone for marketing or prospecting purposes, the Company complies with:

- The Do Not Call Register Act 2006 (Cth) — all calling lists are washed against the Do Not Call Register at least every 30 days. Numbers listed on the Register will not be contacted for marketing purposes without prior express consent or a permitted existing business relationship;
- The Telecommunications (Do Not Call Register) (Telemarketing and Research Calls) Industry Standard 2017 — calls are made only between 9:00 am and 8:00 pm Monday to Friday, and 9:00 am and 5:00 pm on Saturdays, in the recipient's local time. No marketing calls are made on Sundays or public holidays;
- The Australian Consumer Law — all telephone representations will be truthful, will identify the caller and the purpose of the call at the outset, and will not be high-pressure, harassing, or unconscionable;
- The unsolicited consumer agreement provisions of the Australian Consumer Law, including mandatory cooling-off rights, where any agreement is negotiated by telephone or in person away from the Company's business premises.

8.2 Where a person has given express consent to be contacted by telephone for marketing purposes, the Company maintains a record of that consent including the date, method, and scope of the consent given.

8.3 Any person may withdraw consent to telephone marketing at any time by notifying the Company. The Company will action the withdrawal within 5 business days and will make no further marketing calls after that date.

8.4 Where the Company engages third parties to conduct telemarketing on its behalf, the Company remains responsible for ensuring those third parties comply with this Section and all applicable laws.

9. ELECTRONIC MARKETING — SPAM ACT COMPLIANCE

9.1 The Company sends commercial electronic messages (including emails and SMS) only in compliance with the Spam Act 2003 (Cth) and the Spam Regulations 2021 (Cth).

9.2 Marketing electronic messages are sent only to recipients who have given prior express consent, or where consent may lawfully be inferred from an existing business relationship. Consent is not inferred merely because an electronic address has been published.

9.3 All marketing electronic messages clearly identify the Company as the sender, including its legal and trading name, and include accurate contact information.

9.4 All marketing electronic messages include a clear, functional, and easy-to-use unsubscribe facility that does not require the recipient to log in to an account or supply additional personal information.

9.5 All unsubscribe requests are actioned within five (5) business days of receipt, after which no further marketing messages will be sent to that address.

9.6 The Company maintains records of consent obtained for electronic marketing, including the date, method, and scope of consent, for at least two (2) years after the marketing relationship ends.

10. CLIENT OBLIGATIONS

10.1 The Client must:

- Provide complete, accurate, and up-to-date information regarding their financial position, objectives, and circumstances when requested;
- Promptly notify the Company of any material change in their financial position, objectives, or circumstances during the engagement;
- Make timely decisions and provide clear instructions to enable the Company to perform the Services effectively;
- Obtain their own independent legal, financial, taxation, valuation, and building inspection advice before committing to any purchase;
- Obtain and maintain all finance approvals necessary to proceed with any acquisition;
- Comply with all applicable laws including Foreign Investment Review Board requirements, AML/CTF obligations, and transfer duty obligations;
- Act honestly, reasonably, and in good faith in all dealings with the Company.

10.2 The Company accepts no liability for any failure or delay in the Services caused by the Client's failure to comply with clause 10.1.

11. LIMITATION OF LIABILITY

IMPORTANT: THE FOLLOWING PROVISIONS SIGNIFICANTLY LIMIT THE COMPANY'S LIABILITY. PLEASE READ CAREFULLY.

11.1 Because the Client pays no fee to the Company, the parties agree that the Company's total aggregate liability to the Client for any loss, damage, claim, or expense (whether arising in contract, tort, negligence, breach of statutory duty, or otherwise) arising out of or in connection with the Services shall not exceed the greater of: (a) the total Commission actually received by the Company in respect of the transaction giving rise to the claim; or (b) AUD $20,000.

11.2 The Company excludes, to the maximum extent permitted by law, all liability for:

- Indirect, consequential, special, incidental, or punitive loss or damage;
- Loss of profit, revenue, anticipated savings, investment opportunity, or goodwill;
- Any loss arising from market fluctuations, changes in property values, interest rate movements, or economic conditions;
- Any loss arising from the Client's failure to obtain independent legal, financial, valuation, or building inspection advice;
- Loss arising from building or structural defects, zoning issues, contamination, or latent defects in any Property;

- Loss arising from the acts, omissions, insolvency, or misrepresentations of a Vendor, developer, builder, or any third party;
- Loss arising from changes in legislation, local government planning policy, or taxation law;
- Any loss arising from events outside the Company's reasonable control.

11.3 Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by the Australian Consumer Law or any other applicable law that cannot lawfully be excluded, restricted, or modified by agreement. To the extent any provision of these Terms would otherwise contravene the Australian Consumer Law, that provision is to be read down to the minimum extent necessary and otherwise severed.

11.4 Where the Company is found liable for a breach of a non-excludable consumer guarantee in respect of services, the Company's liability is limited, to the extent permitted by section 64A of the Australian Consumer Law, to the supplying of the Services again or the payment of the cost of having the Services supplied again.

11.5 Nothing in these Terms limits or excludes any liability that cannot lawfully be limited or excluded, including liability arising from fraud, wilful misconduct, or a breach of the Company's statutory duties as a licensed property agent under the POA.

11.6 The Client must notify the Company in writing of any claim within a reasonable time of becoming aware of the circumstances giving rise to it. Nothing in this clause purports to shorten any limitation period prescribed by the Limitation of Actions Act 1974 (Qld) or any other statute.

12. INDEMNITY

12.1 The Client indemnifies the Company against any claim, loss, damage, liability, cost, or expense (including reasonable legal fees) to the extent arising from:

- The Client's breach of these Terms or any Engagement Letter;
- The Client's negligence or wilful misconduct;
- Any inaccurate, incomplete, or misleading information provided by the Client to the Company;
- Any claim by a third party arising from the Client's acts or omissions in connection with a property transaction;
- The Client's non-compliance with any applicable law or regulation.

12.2 This indemnity does not apply to the extent that the relevant loss was caused or contributed to by the Company's own negligence, breach, fraud, or wilful misconduct.

13. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

13.1 Both parties agree to keep confidential all information designated as confidential, or which is by its nature confidential, obtained in connection with these Terms and the Services.

13.2 The Client must not disclose, copy, or use the Company's proprietary research, market analysis, methodologies, systems, or databases for any purpose other than receiving the Services.

13.3 All intellectual property rights in materials, reports, analysis, methodologies, software, or processes created or used by the Company remain the exclusive property of the Company.

13.4 The Company grants the Client a limited, non-exclusive, non-transferable, revocable licence to use any reports or written advice provided, solely for the Client's own use in connection with the property transaction for which the Services were engaged.

13.5 Confidentiality obligations do not apply to information that: (a) is publicly available other than through a breach of these Terms; (b) was already lawfully known to the receiving party; (c) is independently developed; or (d) is required to be disclosed by law or court order.

14. TERMINATION

14.1 The Client may terminate the engagement at any time by giving written notice to the Company. As no fees are payable by the Client, no termination fee, cancellation fee, or other amount is payable by the Client on termination.

14.2 The Company may terminate the engagement by giving fourteen (14) days written notice to the Client.

14.3 The Company may terminate immediately and without notice if the Client materially breaches these Terms, engages in dishonest or unlawful conduct, or if continuing the engagement would expose the Company to legal, regulatory, or reputational risk.

14.4 Where the Client terminates and subsequently acquires, within six (6) months of termination, a Property that was introduced to the Client by the Company during the engagement, the Company remains entitled to receive Commission from the Vendor in respect of that acquisition. This does not create any liability on the part of the Client to pay any amount to the Company.

14.5 Sections 6, 11, 12, 13, 16, and 17 survive termination.

15. AML/CTF AND REGULATORY COMPLIANCE

15.1 The Client represents and warrants that:

- All funds used to acquire any Property are from legitimate sources and comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth);
- They are legally entitled to acquire property in Australia, including compliance with Foreign Investment Review Board requirements under the Foreign Acquisitions and Takeovers Act 1975 (Cth) where applicable;
- They will comply with all applicable transfer duty, land tax, and capital gains withholding obligations;
- All information provided in connection with the engagement is true, complete, and not misleading.

15.2 The Company may be required to verify the Client's identity and source of funds as part of its customer due diligence obligations. The Client must provide all documentation requested promptly. Failure to do so may result in the Company being unable to continue the engagement.

15.3 The Company may be required by law to report certain matters to AUSTRAC or other regulators. The Company accepts no liability for consequences arising from mandatory reporting obligations discharged in good faith.

16. COMPLAINTS AND DISPUTE RESOLUTION

16.1 The Company operates an internal complaints handling process. Complaints should be made to the Company in writing in the first instance. The Company will acknowledge all complaints within 5 business days and provide a substantive response within 30 days.

16.2 If a complaint relates to the Company's conduct as a licensed real estate agent, the Client may lodge a complaint with the Office of Fair Trading Queensland on 13 QGOV (13 74 68) or at www.qld.gov.au/oft.

16.3 Complaints relating to marketing calls or electronic messages may be lodged with the Australian Communications and Media Authority at www.acma.gov.au.

16.4 In the event of a contractual dispute, the parties will attempt to resolve it through good faith negotiation within twenty-one (21) days of written notice of the dispute.

16.5 If the dispute remains unresolved, either party may refer it to mediation administered by the Australian Disputes Centre or the Resolution Institute, with the mediator's costs shared equally.

16.6 Nothing in this Section prevents either party from seeking urgent injunctive or declaratory relief, or from exercising any right to approach a tribunal or regulator.

17. GOVERNING LAW AND JURISDICTION

17.1 These Terms are governed by the laws of Queensland, Australia.

17.2 Each party submits to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.

18. GENERAL PROVISIONS

18.1 Entire Agreement: These Terms together with the Engagement Letter constitute the entire agreement and supersede all prior negotiations, representations, or agreements on the same subject matter.

18.2 Amendments: The Company may amend these Terms by giving the Client written notice. Amendments do not apply retrospectively to a transaction already on foot.

18.3 Waiver: A failure or delay in exercising any right does not operate as a waiver of that right.

18.4 Severability: If any provision is held invalid or unenforceable it is severed to the minimum extent necessary and the remaining provisions continue in full force.

18.5 Assignment: The Client must not assign rights or obligations without the Company's prior written consent. The Company may assign on written notice to the Client.

18.6 Notices: All notices must be in writing. Email notices are deemed received on the next business day following transmission.

18.7 Force Majeure: Neither party is liable for failure to perform caused by circumstances beyond its reasonable control.

18.8 Counterparts: These Terms may be executed in counterparts, including electronically. Electronic execution is binding.

18.9 Relationship: Nothing in these Terms creates a partnership, joint venture, employment relationship, or fiduciary duty between the parties unless expressly stated.

By engaging with Dominium Wealth (Licence No. 4943806), you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, including the commission and conflict of interest disclosures in Sections 5 and 6.

Dominium Wealth Pty Ltd | ABN 88 677 335 143 | Licence No. 4943806 | Queensland, Australia