Terms of Business

Australian Private Capital Advisory Services Pty Ltd ACN 006940923 AFSL No. 236776 (**we**, **us**, **our**).

The following terms of business (**Terms**) apply to all Services provided by us to you and any of your related entities. By agreeing to proceed with our engagement, you agree to be bound by these Terms.

1. Our Services

We may provide you with the following Services during the course of our relationship:

a. providing you with financial product advice, which may include Personal Advice as described in our Consent to enter into an Ongoing Fee Arrangement (**Consent to enter into an OFA**) or as otherwise agreed with you;

b. arranging for a Service Provider to provide Services in connection with your Investments and financial affairs including providing you administrative support in respect of those services and arranging of your payment of fees and or settlement obligations to those Service Providers; and

c. arranging for the execution of transactions in relation to your Investments, including providing instructions to a relevant Service Provider on your behalf.

We can agree changes to our Services by describing the new Services to be provided in any future Consent to Renew an Ongoing Fee Arrangement (**Consent to Renew**) that you sign. We can also agree changes to Services at any time if we both agree.

Our Services are provided solely for your benefit and may not be relied upon by any other person.

2. Financial services

If we provide you with General Advice, you agree that:

a. that General Advice has been prepared without taking account of your objectives, financial situation or needs;

b. you should, before acting on the advice, consider the appropriateness of it, having regard to your objectives, financial situation and needs; and

c. you should obtain and read all relevant information available in respect of any financial products referred to in the General Advice (including, if you are a Retail Client, a Product Disclosure Statement), before making any decision about whether to acquire a financial product that may be the subject of the General Advice.

If we provide you with Personal Advice, you agree that:

d. you have accurately and completely disclosed your investment objectives, financial situation and particular needs (**your relevant personal circumstances**) to us, in order to assist us to provide you with the Personal Advice;

e. you will promptly notify us of any change in your relevant personal circumstances;

f. if you do not give all the details in relation to your relevant personal circumstances, or fail to promptly notify us of changes in relation to your relevant personal circumstances then our advice could be based on incomplete and/or inaccurate information which could result in our Personal Advice not being appropriate for you.

If we provide ‘execution-only' type services, these are provided on a 'no advice' basis. You are responsible for determining that any investment decision you make is appropriate to your investment objectives, financial situation and particular needs. We are not responsible for any ‘execution-only’ investment decisions and you will be fully responsible for your ‘execution-only’ instructions.

3. Providing us with information and signing documents

In order for us to provide the Services, we will require you to complete and sign documents from time to time. If you don’t, we may not be able to continue to provide the Services.

We also need to ensure that the information we have about you is up to date and accurate. Please notify us promptly if any information you have provided us is, or becomes, untrue, incomplete or inaccurate.

We will rely on the accuracy of all information provided by you, or by others on your behalf, without independently verifying all information so please let us know as soon as there is any change to the information you have provided. We will also rely on instructions provided by you, or any instructions which we reasonably believe to be provided by you.

From time to time we will also need you to complete and sign documents. We will need you to do so promptly, within the timeframe we request, so as to not delay our Services.

Any delay in providing information or documents we have requested may result in us not being able to provide the Services to you or to arrange for others to provide Services to you, or may impact the timing of our Services.

All working papers and other documents produced by us as part of providing the Services will remain our property. Any documentation that we produce for you or information we collect from you will be kept by us for a period of seven (7) years after which it may be destroyed.

You can request a copy of any documentation that we have produced at any time.

4. Joint clients

If we are providing Services to you jointly, we accept instructions both jointly and separately from you unless you tell us that all instructions must be given jointly.

5. Effect of death or incapacity

If you die or become incapacitated whilst you are our client, you authorise your legal personal representative or enduring power of attorney to ratify any actions we take between the date of your death or incapacitation and the date we receive evidence to our satisfaction of your death or incapacitation.

6. Execution only services

Where we provide ‘execution-only’ type services, these services are provided on a ‘no advice’ basis. You are responsible for determining that any investment decision you make is appropriate to your investment objectives, financial situation and particular needs.

7. Fees

You agree to pay us the fees and charges described in our Engagement Letter, Consent to enter into an OFA or in any other document in which we agree our fees and charges on the due dates set out in those documents.

These fees only include amounts payable to us.

There may also be costs from investment managers or administration platforms. These include transactions costs such as share brokerage. Any costs will always be disclosed in our advice to you. Additionally, any once off transaction costs will always be disclosed when relevant to our recommendations.

We can vary our fees by describing the new fee in a Consent to Renew that you sign. We can also agree changes to fees at any time if we both agree.

If you don't pay amounts due on time, we can charge you an additional amount for our Services equal to interest on the unpaid balances at a rate of 2% above the Westpac Banking Corporation's indicator 180-day bank bill rate.

8. Set off

All of your payment under these Terms are absolute, free of any right by you to counterclaim or set off and are only satisfied once the payment has cleared.

If you fail to meet any settlement obligations which you have instructed us to incur, for which we have incurred liability on your behalf, you agree that we may sell on your behalf any of your Investments and apply the proceeds to reduce your liability to us or to a third party to whom you own an obligation in connection with the Services.

We may:

a. set off any amount payable to us, or any of our agents, by you against any amount payable by us or any of our agents to you; and

b. withhold any amount payable by us, or any of our agents, to you in satisfaction of any amount payable to us, or any of our agents, by you.

9. People you authorise to give us instructions

You may appoint one or more people as Authorised Persons to receive information about your financial affairs, or give us instructions on your behalf.

Where you appoint an Authorised Person:

a. we may act upon the instructions of any Authorised Person you have appointed at any time;

b. we may restrict an Authorised Person from providing instructions in relation to particular Services; and

c. we may provide information relating to your Investments in response to a request from an Authorised Person;

without checking the authority of that Authorised Person to give such instructions or to request such information.

You can revoke an Authorised Person's authority by telling us in writing.

10. Confidentiality and privacy

Except as provided for in these Terms and our Privacy Policy, we will keep all personal information provided by you including information concerning your financial affairs or Investments confidential.

However, we are subject to statutory obligations, including reporting obligations, that might include confidential information.

Your personal information may be collected, stored, used or disclosed by us in accordance with our Privacy Policy, which is available at https://australianprivatecapital.com.au/privacy-policy/. or you may request a copy by sending an email to enquiries@apcas.com.au.

By agreeing to these Terms, you consent to the collection, storage, use and disclosure of your personal information in accordance with our Privacy Policy.

11. AI use

We may use artificial intelligence (AI) tools and technologies to help us deliver our services more efficiently, including for:

- administrative support including generating file notes;
- document preparation;
- research;
- data analysis;
- service improvement.

All information processed using AI tools remains subject to our confidentiality, privacy and security obligations. AI-generated outputs are reviewed by appropriately qualified personnel before being relied upon or provided to clients where professional judgment is required.

We do not rely solely on AI to make decisions that materially affect our clients without appropriate human oversight.

12. Limited power to complete documents, give instructions and appoint service providers

By signing these Terms, you appoint us and each of our employees, officers, and authorised representatives separately as your attorney to:

a. prepare, sign and deliver any document to appoint or change a Service Provider after receiving your instructions to do so;

b. sign any document to give effect to the acquisition, disposal, holding, management or administration of your Investments in accordance with your instructions;

c. communicate, give instructions, or prepare, sign and deliver any document, authorise payments to or via Service Providers, or take any other action reasonably necessary to effect the acquisition, disposal, amendment, renewal or cancellation of Investments in accordance with your instructions; or

d. to give instructions to, enter into contracts or agreements with, another party on your behalf after receiving your instructions to do so.

Any power granted to us under this clause is only to be exercised in connection with the performance of the Services and the administration and management of your Investments in accordance with your instructions.

You acknowledge that anything done on your behalf within the authority of this clause will be treated as if you have done it personally.

You can revoke this authority at any time by telling us in writing.

We will not be responsible for any Loss incurred as a result of any delay or omission in the exercise of the authority under this clause, except where the Loss is caused by our fraud, negligence or dishonesty.

13. Limits on what we are responsible for

To the extent permitted by law and except where caused by our negligence, fraud or dishonesty, we will not be responsible for any Loss incurred by you as a result of:

a. us acting on your instructions or the instructions of an Authorised Person;

b. our failure to act (or refuse to act) on your instructions or the instructions of an Authorised Person, regardless of whether there were any errors in your instructions;

c. anything lawfully done by us, in accordance with these Terms;

d. any event or circumstance which we cannot reasonably control, including failure or problems involving the relevant stock exchange or market operator or failure of electronic or mechanical equipment or communication lines;

e. any delay or interruption in passing on and executing your instructions;

f. any failure or delay by a Service Provider; or

g. our reliance on a document, email or message that we had no reason to believe was not authentic or delays caused by our further investigation of the authenticity of the instructions.

You acknowledge that your Investments are subject to risks of loss because of market, currency, economic, political, business and other events. We do not promise, represent, or guarantee that our advice to you, or the provision of the Services by us or a Service Provider, will achieve a particular rate of return for your Investments.

14. Renewing the Ongoing Fee Agreement

Where you are a Retail Client, we are required by law to ask you to renew any ongoing fee arrangement we have with you each year which we will do by giving you a Consent to Renew.

For the purposes of determining the timeframe for renewing any ongoing fee arrangement each year, the reference day will be the date specified as the reference day in the Consent to enter into an OFA. This means that we will need to obtain your completed Consent to Renew (and renewed consent to deduct fees where applicable), within the period starting 60 days before the reference day and ending 150 days after the reference day. We can vary the reference day for future periods in the Consent to Renew.

15. Stopping our engagement

Our engagement can be stopped by either you or us giving written notice, without impacting our ability to recover all accrued Fees which are due and payable in respect of the period up to and including the termination date.

The law may prohibit us from providing reasons for terminating our engagement.

16. Communicating electronically

We may give you documents (including all disclosure documents we are required to give you) electronically, including via hyperlinks or USBs. If at any stage you wish to receive these documents in hard copy rather than electronically please let us know. We may also ask you to sign documents, including the Consent to enter into an OFA, electronically. You can let us know if you do not want to sign documents in this way.

17. Changing these terms

Except where we need to change these Terms to correct any obvious error or to reflect any change in law, we may change these Terms from time to time by making the updated Terms available on our website and notifying you by email at least 30 days before the changes take effect.

The changes will only apply to you if you continue to use our Services after the changes take effect. If you do not agree to the changes, you may terminate our engagement or negotiate new terms.

18. Governing law

These Terms and our other agreements with you are governed by the laws of the State of Victoria.

19. Meaning of words

In these Terms, the following words have the meaning set out below:

Authorised Person means a person appointed and authorised by you under these Terms.

Corporations Act means the *Corporations Act 2001* (Cth).

Fee/Fees has the meaning given to it in clause Section 7, "Fees".

General Advice has the meaning given to that term pursuant to section 766B(4) of the Corporations Act.

GST has the meaning given to that term pursuant to section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Investment means any financial product covered by our Australian Financial Services Licence.

Loss means any claim, action, demand, proceeding, judgment, damage, loss, liability (whether direct or indirect, in tort or contract or breach of statutory duty or otherwise), cost, charge, expense, outgoing, payment, fine, penalty loss or damages (including without limitation consequential loss or damage of any nature whatsoever).

Ongoing Fee Arrangement means the agreement between you and us that sets out the specific details of services we will provide to you and the fees we will charge you, including these Terms and the Consent to enter into an OFA .

Personal Advice means has the meaning given to that term pursuant to section 766B (3) of the Corporations Act.

Retail Client has the meaning given to that term by section 761G of the Corporations Act.

Services means the services as outlined in clause Section 1, "Our Services".

Service Provider means a service provider other than us (and agents acting on our behalf) who provides services in connection with your Investments from time to time, whether or not we have arranged such relationship with the Service Provider on your behalf.

Wholesale Client has the meaning given to that term by section 761G of the Corporations Act.

you, yours means the individual or entity described in our Engagement Letter or Consent to enter into an OFA.