



CONNECT AUSTRALIA PTY LTD

TERMS OF ENGAGEMENT

Strategic advisory, engagement, advocacy and practical coordination services

Provider	Connect Australia Pty Ltd (Connect Australia, we, us or our)
Contact	Suite 5, 6–8 Pacific Highway, St Leonards NSW 2065 02 9953 6219
Email / web	connect@connectaustralia.com.au www.connectaustralia.com.au
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IMPORTANT SCOPE NOTICE. Connect Australia is not a law practice, tax agent, financial adviser, credit provider, registered liquidator or migration agency. We do not provide legal, tax, financial product, credit, insolvency or immigration advice.

We do not guarantee any decision, approval, commercial result or other outcome. Mandatory statutory rights remain unaffected.

How this agreement works

These Terms, the signed Engagement Schedule and any written variation accepted by both parties form the agreement. If they conflict, the Engagement Schedule prevails only where it expressly identifies the clause being varied. Connect Australia has no duty to act merely because an enquiry, documents or payment have been sent. The engagement starts only when we accept it in writing.

1. Parties, agreement and interpretation

1.1 These Terms apply between Connect Australia Pty Ltd and the client identified in the Engagement Schedule (Client, you or your). A person signing for a company warrants that they are authorised to bind it. Unless the Engagement Schedule states that an individual is also a client, our client is the named entity only, not its directors, officers, owners, employees, relatives or related entities.

1.2 The agreement consists of: (a) the Engagement Schedule; (b) these Terms; and (c) a written variation signed or clearly accepted by both parties. Marketing material, website content, preliminary discussions and proposals do not expand the agreed Services.

1.3 Business Day means a day other than Saturday, Sunday or a public holiday in New South Wales. Deliverables means the documents or other outputs expressly listed in the Engagement Schedule. Services means only the work expressly listed there.

1.4 Headings assist reading only. Including means including without limitation. A reference to law includes its amendments and replacements. If a mandatory law applies despite these Terms, it prevails to that extent.

2. Commencement and authority to act

2.1 No engagement, duty of care, retainer or obligation to meet a deadline arises until we have: (a) completed our intake and conflict checks; (b) issued or accepted an Engagement Schedule; (c) received the required acceptance; and (d) received cleared funds for any amount payable before commencement.

2.2 An urgent enquiry does not create an emergency retainer. Until written acceptance, you remain solely responsible for protecting all rights, obtaining extensions, responding to notices, commencing or defending proceedings and meeting every statutory, court, tribunal, regulator, lender, creditor or contractual deadline.

2.3 You authorise us to communicate with the persons and organisations named in the Engagement Schedule, but only for the agreed Services. We may require a separate written authority. Unless expressly agreed and legally permitted, we cannot accept service of documents, bind you, settle a matter, make admissions, operate accounts, lodge regulated documents or exercise a discretion on your behalf.

3. Services and scope control

3.1 We provide strategic advisory, stakeholder engagement, advocacy, research, writing, document organisation, project coordination and practical support within the precise scope in the Engagement Schedule. 'Advocacy' means non-legal stakeholder communication and engagement; it does not mean legal representation or the conduct of litigation.

3.2 Depending on the Schedule, administrative and writing support may include preparing a draft narrative, evidence index or application package from information and advice supplied by you and your qualified advisers. For ACNC or DGR-related work, we do not determine legal or tax eligibility, provide a legal or tax opinion, or act as your tax agent. Any regulated conclusion, tax position or legal submission must be settled by your appropriately qualified adviser.

3.3 For directors or businesses experiencing financial distress, our role is limited to situation mapping, records organisation, communication coordination and connecting the Client with the Client's chosen lawyer, registered liquidator, restructuring practitioner, accountant, registered tax agent or other qualified adviser. We do not conduct a solvency review, advise on insolvent trading, debts, creditor priorities, director penalty notices, restructuring, liquidation, asset transfers or external administration, and we do not act as an external administrator.

3.4 Unless expressly included, the Services exclude implementation, ongoing monitoring, verification of third-party information, audit or assurance, expert evidence, valuation, technical

certification, engineering certification, statutory sign-off, legal drafting, regulated representation, tax agent services, financial product advice, credit assistance and immigration assistance.

3.5 Work outside scope requires a written variation addressing the additional work, timing, assumptions and fees. We may provide a new estimate or pause work until the variation is accepted.

4. Regulated professional services are excluded

4.1 Connect Australia is not engaged as, and does not hold itself out as, any of the following:

- a law practice or Australian legal practitioner;
- a registered tax agent or BAS agent; financial adviser, Australian financial services licensee or authorised representative; credit licensee or credit representative;
- a registered liquidator, restructuring practitioner, administrator, receiver, trustee in bankruptcy, auditor or provider of insolvency advice; or
- a registered migration agent or provider of immigration assistance.

4.2 Information we provide is general, strategic or administrative and is not a substitute for advice addressing your circumstances from an appropriately licensed or registered professional. We do not create a solicitor-client relationship, legal professional privilege, tax-agent relationship, fiduciary relationship or financial-advice relationship.

4.3 You must obtain independent professional advice before acting on any matter involving legal rights or deadlines, taxation, finance or investments, credit, insolvency, employment, safety, environmental liability, migration status or another regulated field. If a question moves into a regulated field, we may pause that part of the work until the relevant adviser is engaged.

5. Independent professional network

5.1 We will work with your preferred providers where reasonably practicable. If requested, we may identify one or more independent professionals from our network. Any introduction is a convenience, not a warranty, endorsement or guarantee of suitability, availability, independence, pricing, advice or outcome.

5.2 Before an introduction that may involve a referral benefit, common ownership, personal relationship or other material interest, we will disclose the interest and obtain your informed consent where required. You are free to investigate, reject or choose any provider and should make your own independent assessment.

5.3 Unless the Engagement Schedule expressly states otherwise, an external professional contracts directly with you, sets their own fees, owes their own duties, controls their own advice and is not our employee, partner or agent. We are not responsible for their acts or omissions except to the extent liability cannot lawfully be excluded or arises from our own breach, negligence, fraud or wilful misconduct.

5.4 Sharing information with us does not make it legally privileged. Privilege belongs to the relevant client and lawyer and may be lost by disclosure. Obtain legal advice before providing potentially privileged material to us or authorising us to circulate it.

6. Client responsibilities

6.1 You must:

- give timely, complete, accurate and not misleading information, documents, instructions and authorities, and immediately correct anything that becomes inaccurate or incomplete;
- identify all deadlines and provide original notices and correspondence early enough for the agreed work; independently confirm all filing, response and limitation dates;
- ensure you have the right and consent to give us personal information, confidential information and third-party materials;

- review every draft and Deliverable for factual accuracy, completeness, names, dates, figures and instructions before it is used, signed, submitted or published;
- make all decisions and obtain all required legal, tax, financial, insolvency, technical and other regulated advice; and
- act lawfully, preserve records and evidence, mitigate loss and cooperate reasonably with us and your professional advisers.

6.2 We may rely on information supplied by you or apparently authorised persons without independently verifying it, unless verification is expressly included. We are not responsible for consequences caused or increased by inaccurate, incomplete, late or withheld information; unauthorised instructions; client delay; or use of a draft that we have not approved as final, to the extent permitted by law.

6.3 You retain ultimate control of and responsibility for your business, governance, submissions, communications, statutory duties and decisions. Our involvement does not transfer a director's or officer's personal or statutory duties to us.

7. Deliverables, reliance and change

7.1 Deliverables are prepared for the named Client, agreed purpose, facts, assumptions and date. They may not be relied on for another purpose, by another person or after material circumstances or law change without our written confirmation.

7.2 Drafts are provisional. You must not submit, circulate or rely on a document marked draft or not expressly confirmed as final. We are not obliged to update a final Deliverable after completion unless separately engaged.

7.3 Reasonable professional judgement may produce more than one defensible approach. We may revise a strategy or draft as new information arises. This is not a guarantee that any authority, regulator, creditor, funder, stakeholder or other decision-maker will agree.

8. No guarantee of outcome

8.1 We promise to perform the Services with the standard required by applicable law. We do not promise or guarantee any approval, funding, registration, policy change, extension, settlement, regulatory response, commercial recovery, avoidance of enforcement, solvency outcome, court or tribunal result, timeframe, cost saving or other result.

8.2 Outcomes depend on matters outside our control, including the Client's conduct and evidence; third-party discretion; government priorities; regulator powers; processing times; market conditions; changes in law or policy; and the conduct of lawyers, accountants, liquidators, experts and other providers.

8.3 An estimate, strategy, expression of opinion, likelihood or proposed pathway is not a warranty. Past results, case studies and experience do not predict future outcomes.

9. Initial consultation

9.1 Unless a different Schedule is agreed, the total Initial Consultation fee is \$_____, inclusive of GST where GST applies. It includes up to 60 minutes of pre-reading and one meeting of up to 60 minutes. The Client must provide their full legal name, valid telephone number, residential or business address, relevant documents and concise chronology in advance.

9.2 The Initial Consultation is preliminary strategic triage only. It does not include a written opinion, document revision, regulator contact, representation, investigation, ongoing work or assumption of any deadline. Further services require a separate written Engagement Schedule.

9.3 If the supplied material exceeds what can reasonably be reviewed in 60 minutes, we may prioritise it, defer material or quote additional work. No additional fee will be charged without prior disclosure and approval.

10. Fees, GST, expenses and payment

10.1 Fees and the payment structure are set out in the Engagement Schedule. Unless it states otherwise, quoted fees are inclusive of GST where GST applies. Government charges, search fees, travel, couriers, venue costs, external professional fees and other disbursements are additional only where disclosed and approved.

10.2 We may require payment in advance or staged payments. An invoice is due on the stated date. If an undisputed amount is overdue, we may give written notice and suspend work after allowing a reasonable opportunity to pay. Suspension does not transfer responsibility for deadlines to us.

10.3 You must notify us of a genuine invoice dispute promptly and identify the amount and reasons. You must pay the undisputed part. We may recover reasonable external debt-recovery costs actually incurred where legally recoverable, but no penalty fee applies merely because the engagement ends.

10.4 You must verify any request to change our bank details by telephoning 02 9953 6219 using independently sourced contact details. We are not responsible for payments sent to a fraudulent account except to the extent caused by our failure to use reasonable care or another liability that cannot lawfully be excluded.

11. Rescheduling, cancellation and refunds

11.1 You may reschedule an Initial Consultation once without charge by giving at least two Business Days' notice. For shorter notice or non-attendance, we may retain only the reasonable value of work already performed, unavoidable third-party costs and demonstrable reserved-time loss. Any balance must be refunded.

11.2 If we cancel and cannot offer a reasonably suitable alternative, we will refund the part of any prepaid fee relating to Services not supplied. For other termination, clause 19 applies. Nothing in this clause limits remedies available under the Australian Consumer Law.

12. Communications and instructions

12.1 We may rely on instructions that reasonably appear to come from you or an authorised representative. You must nominate authorised contacts and tell us immediately of any change, dispute or suspected unauthorised communication.

12.2 Email, messaging and cloud systems carry confidentiality, delay, interception, malware and misdirection risks. We will use reasonable safeguards, but neither party can guarantee security. Sensitive instructions, payment changes and final submissions should be independently verified.

12.3 We may record meetings only with consent. You must not record or use artificial-intelligence transcription tools in a meeting without the prior consent of all participants.

13. Confidentiality and privacy

13.1 Each party must keep the other's confidential information confidential and use it only for the agreement, except where disclosure is authorised, reasonably necessary to perform the Services, made to a professional adviser bound by confidentiality, required by law or necessary to protect a lawful interest.

13.2 We handle personal information under applicable privacy law and our current Privacy Policy. You consent to reasonable collection, use, storage and disclosure for intake, conflict checks, delivery, administration, professional referrals, security and legal compliance. You may request the current policy at connect@connectaustralia.com.au.

13.3 We may use contractors and secure technology providers subject to appropriate confidentiality and privacy arrangements. We will not publish a testimonial, case study or identifiable client information without separate consent.

14. Records and document handling

14.1 We may keep an electronic engagement file and destroy or de-identify records after seven years from completion, or another period required by law or reasonably required for a dispute, hold or investigation. You must keep originals and your own complete copies; we do not provide archival or document-custody services unless expressly agreed.

14.2 On request and subject to lawful rights to retain copies, we will provide Client-owned documents in our possession in a reasonably usable format. Reasonable retrieval or transfer work outside ordinary completion may be charged only after prior disclosure.

15. Intellectual property

15.1 You retain ownership of materials you supply. You warrant that our authorised use of those materials will not infringe another person's rights or law.

15.2 We retain ownership of our pre-existing materials, methods, know-how, templates and improvements. Once all relevant fees are paid, we grant you a perpetual, non-exclusive, non-transferable licence to use final Deliverables for the agreed purpose. You may give them to your advisers and relevant decision-makers for that purpose, but must not sell, license, publish as a template or use them to advise others without our written permission.

16. Conflicts, independence and ethical conduct

16.1 We may perform conflict checks before and during an engagement. If an actual or potential conflict, regulatory restriction, safety concern or ethical issue arises, we may disclose only what is reasonably necessary, seek informed consent, implement safeguards, limit scope or terminate under clause 19.

16.2 We will not accept instructions to mislead, conceal or destroy evidence, defeat lawful creditor claims, engage in illegal phoenix activity, improperly influence a public official, harass a person, fabricate evidence or otherwise break the law. We may stop work immediately if we reasonably suspect such conduct.

17. Liability framework

17.1 Nothing in this agreement excludes, restricts or modifies a consumer guarantee, right, remedy or liability that cannot lawfully be excluded, restricted or modified, including under the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law or applicable State or Territory law (Non-excludable Rights). Nothing excludes liability for fraud or wilful misconduct, or any other liability to the extent exclusion is prohibited by law.

17.2 Where the Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, and it is fair and reasonable to do so, our liability for failure to comply with a consumer guarantee is limited, at our option, to supplying the Services again or paying the reasonable cost of having the Services supplied again, as permitted by section 64A of the Australian Consumer Law.

17.3 Subject to clauses 17.1 and 17.2, to the maximum extent permitted by law:

- we are not liable for indirect or consequential loss, or loss of profit, revenue, opportunity, anticipated saving, goodwill, reputation or data, unless and to the extent that such loss was reasonably foreseeable and cannot lawfully be excluded;

- our aggregate liability arising from or connected with one engagement, whether in contract, tort (including negligence), statute or otherwise, is limited to the greater of \$10,000 and the total professional fees paid or payable to us for that engagement; and
- we are not liable for the independent acts or omissions of a regulator, authority, court, tribunal, funder, creditor, external professional or other third party, or for a decision or delay outside our reasonable control, except to the extent caused by our own breach or negligence.

17.4 Each party must take reasonable steps to avoid and mitigate loss. Our liability is reduced to the extent the loss was caused or contributed to by the Client, an authorised person, an external adviser or another person for whom we are not legally responsible. The parties intend that applicable proportionate-liability legislation operate to the fullest extent permitted by law.

17.5 The liability cap and exclusions are material to the fees. If the Client requires a higher cap, the parties may agree one in writing before work starts, subject to availability, insurance and an adjusted fee. This clause survives completion and termination.

18. Limited client indemnity

18.1 To the maximum extent permitted by law, the Client indemnifies us against a third-party claim, loss or reasonable cost to the extent caused by: (a) the Client's unlawful instruction or conduct; (b) materially inaccurate or misleading information supplied by the Client; (c) infringement by Client-supplied material; or (d) unauthorised alteration or use of a Deliverable.

18.2 The indemnity does not apply to the extent a claim or loss was caused by our breach of contract, negligence, fraud or wilful misconduct, or cannot lawfully be the subject of an indemnity. We must take reasonable steps to mitigate and must give the Client reasonable notice and control of the defence, subject to our legitimate interests and insurer requirements.

19. Suspension and termination

19.1 Either party may terminate an engagement for convenience on seven days' written notice. Either party may terminate immediately for a material breach not remedied within a reasonable period after notice, or if continuation would be unlawful. We may also suspend or terminate immediately for a serious conflict, safety threat, abusive conduct, suspected dishonesty, failure to provide essential instructions, or a request described in clause 16.2.

19.2 On termination, the Client must pay only for Services properly performed to the termination date and approved, unavoidable third-party costs. We will refund any prepaid amount exceeding those sums. We will take reasonable steps to hand over current work, but termination does not make us responsible for future deadlines.

19.3 Clauses intended by nature to survive do so, including confidentiality, intellectual property, accrued payment rights, liability, indemnity, dispute resolution and governing law.

20. Complaints and disputes

20.1 A complaint should first be sent to connect@connectaustralia.com.au with the relevant facts and requested resolution. We will acknowledge it within five Business Days and aim to provide a substantive response within 15 Business Days, subject to complexity.

20.2 Before commencing court proceedings, the parties must attempt good-faith negotiation. If unresolved after 15 Business Days, either may propose mediation in Sydney through the Resolution Institute or another agreed mediator. Each party bears its own costs and shares the mediator's fee equally.

20.3 Clause 20.2 does not prevent urgent interlocutory relief, debt recovery for an undisputed amount, a report to a regulator, or exercise of any consumer or statutory right. A Client may also contact NSW Fair Trading, the ACCC, ASIC, the Tax Practitioners Board or another competent body where relevant.

21. General

21.1 Governing law. New South Wales law governs the agreement. The parties submit to the non-exclusive jurisdiction of its courts. This does not displace mandatory protections under the law of another Australian State or Territory that applies to the Client.

21.2 Electronic transactions. Acceptance and notices may be electronic. A typed name, checked acceptance box, electronic signature or email clearly indicating acceptance may constitute signature to the extent permitted by law.

21.3 Force majeure. Neither party is liable for delay caused by an event beyond reasonable control, except an obligation to pay for Services already supplied. The affected party must notify the other and take reasonable steps to reduce delay. Either party may terminate if material delay continues for 30 days.

21.4 Assignment and personnel. The Client may not assign the agreement without our consent, not to be unreasonably withheld. We may use suitably skilled employees and contractors under our responsibility and confidentiality controls, but may not transfer the whole agreement without the Client's consent, except as part of a bona fide business transfer on no less protective terms.

21.5 Variation and waiver. A variation must be in writing and accepted by both parties. A delay or failure to exercise a right is not a waiver. A waiver applies only to the particular instance stated.

21.6 Severance and reading down. An invalid or unenforceable provision is read down to the minimum extent necessary and, if it cannot be read down, severed without affecting the remainder. A limitation or exclusion operates separately for each basis of liability.

21.7 Entire agreement and reliance. The agreement records the entire agreement about the Services. This does not exclude liability for misleading or deceptive conduct, fraud or a representation that cannot lawfully be excluded.

21.8 Relationship. We are an independent contractor. Nothing creates employment, partnership, joint venture, agency, fiduciary duty or authority to bind the other party, except an express written authority for a specific task.

21.9 Notices. Notices must be sent to the physical or email address in the Engagement Schedule. Email is received when capable of being retrieved, unless the sender receives an automated failure notice. A notice received after 5.00 pm is treated as received on the next Business Day.

ENGAGEMENT SCHEDULE

This Schedule must be completed for each engagement. Delete unused options and resolve all bracketed fields before issue. Its terms form part of the agreement with the Terms of Engagement dated 12 August 2026.

FIELD	
Client legal name	
ABN / ACN (if applicable)	
Authorised contact	
Phone number	
Address	
Email	
Connect Australia lead	[Massud Zhouand / Jessie Zhouand]
Matter / engagement name	
Start date	
Services included	
Deliverables	
Express exclusions	
Client responsibilities	
Known deadlines	
Third parties authorised	
Fees and GST	
Approved expenses	
Payment timing	
Liability cap variation	None — clause 17.3 applies / [express agreed variation]
Special terms	

Acceptance and key acknowledgements

By signing or otherwise clearly accepting this Schedule, the Client confirms that it has read and accepts the Terms; has had the opportunity to obtain independent legal advice; understands the regulated-service exclusions and liability framework; and confirms that the details above are complete and accurate.

- The Services are limited to the Services included and Deliverables recorded in this Schedule.
- Connect Australia does not provide legal, tax, financial, credit, insolvency or immigration advice.
- No approval, regulatory response, commercial result, avoidance of enforcement or other outcome is guaranteed.
- The Client remains responsible for decisions, statutory duties, professional advice and every deadline unless a specific task is expressly accepted in writing.
- The liability framework in clause 17, including its mandatory-law carve-outs and agreed cap, has been drawn to the Client's attention.

For the Client

Signature: _____

Name: _____

Position: _____

Date: _____

For Connect Australia Pty Ltd

Signature: _____

Name: _____

Position: _____

Date: _____

INITIAL CONSULTATION SCHEDULE

Use this abbreviated Schedule where the only engagement is the standard Initial Consultation. It incorporates the Terms of Engagement dated 12 August 2026.

Client details

Full legal name: _____

Phone: _____

Email: _____

Address:

Service

Preliminary strategic triage comprising up to 60 minutes of pre-reading and one meeting of up to 60 minutes.

Documents

The Client will supply relevant documents and a concise chronology in advance. Connect Australia may prioritise material if review cannot reasonably be completed within 60 minutes.

Fee

\$_____ total, inclusive of GST where GST applies, payable in full before commencement.

Not included

Document revision; regulator or third-party contact; legal, tax, financial, credit, insolvency or immigration advice; representation; implementation; or assumption of any deadline.

Outcome

The consultation provides preliminary strategic observations and possible next steps only. No outcome is guaranteed. Further work requires a separate Engagement Schedule.

Client acceptance: I have read and accept this Schedule and the Terms of Engagement.

Client signature: _____

Client Name: _____ Date: _____

Accepted for Connect Australia Pty Ltd: _____ Date: _____