

## PORTFOLIO PLAN CLIENT AGREEMENT

Congratulations on taking this next, powerful step towards achieving your goals.

At Dashdot, we know that the key to achieving success, and to making sure you end up living the life you want, is to have a clear plan, and then to execute that plan effectively.

Which is why we're your Property Portfolio Growth Partner. We aim to help you pioneer prosperity, so you can live a life of freedom, choice and abundance.

We're going to help you build a plan to identify what properties you need to buy, and when, so you can achieve your life goals faster, and with less risk.

To do this we'll take you through a high-tech + high-touch process.

You see, it's data + heart that set us apart.

We believe the world would be a better place, if everyone could make intelligent property decisions to build their wealth.

So, thank you, for helping us fulfil our mission to transform the way the world invests.

### What you're going to get as part of this agreement;

- A consultation with our team to review your current property portfolio, and future plans and goals; and
- Creation of a personalised property portfolio plan; and
- Access to our proprietary software to receive your customised property portfolio plan.

### What you won't get;

- Financial services or financial advice.

## Terms and Conditions

(As regulated under the Property Stock and Business Agents Act 2002). I/We understand and are satisfied with the manner in which Dashdot Pty Ltd is to create a personalised property portfolio plan as described in the Schedule of Services. These terms and conditions and the Schedule form the entire agreement under which we will provide the Services to you.

### 1. Acceptance

1.1 You have requested the Services set out in the Service Overview, and you accept this Agreement by the earlier of:

- (a) signing and returning this Agreement to us (including electronically);
- (b) accepting this Agreement online or sending an email accepting this Agreement (expressly or impliedly);
- (c) instructing us (whether orally or in writing) to proceed with the Services; or
- (d) making part or full payment of the Price (including any deposit).

1.2 This Agreement will operate for the Term.

### 2. Services

2.1 In consideration of your payment of the Price, we agree to provide you the Services in accordance with this Agreement, whether ourselves or through our Personnel.

2.2 We will not be responsible for any Services unless expressly set out in the inclusions in the Schedule.

2.3 You acknowledge and agree that any dates for delivery or for completion notified by us are estimates only. We agree to use reasonable endeavours to provide the Services within a reasonable time.

2.4 All variations to this Agreement must be agreed in writing between the Parties and will be priced as reasonably agreed between the Parties. If we consider that any instruction or direction from you constitutes a variation to the scope of our obligations under this Agreement, or would result in us suffering or incurring any additional cost or delay, then we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause 2.4.

### 3. Price and Payment

3.1 In consideration for us providing the Services, you agree to pay us the Price, and any other amount payable to us under this Agreement, in accordance with the Payment Terms. All amounts are stated in Australian dollars and are exclusive of GST (unless otherwise stated).

3.2 Unless otherwise agreed between the Parties, any Deposit in the Schedule must be paid before we commence the performance of the Services.

3.3 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):

- (a) charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms; and
- (b) after a period of 5 Business Days, cease providing the Services, and recover, as a debt due and immediately payable from you, our additional costs of doing so (including legal fees, debt collector fees and mercantile agent fees).

3.4 If and when applicable, GST payable on the Price will be set out in our invoice. You agree to pay the GST amount at the same time as you pay the Price.

### 4. Obligations and Warranties

4.1 Each Party represents, warrants and agrees that:

- (c) it has full legal capacity, right, authority and power to enter into this Agreement, to perform its obligations under this Agreement, and to carry on its business;

(d) this Agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms;

(e) if applicable, it holds a valid ABN which has been advised to the other Party; and

(f) if applicable, it is registered for GST purposes.

4.2 You represent, warrant and agree:

(a) to comply with this Agreement and all applicable Laws;

(b) you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in this Agreement;

(c) that the Services are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent;

(d) that you (and to the extent applicable, your Personnel) will provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services;

(e) that the information and documentation you provide to us is true, correct and complete;

(f) that any information, advice, material, work and services (including the Services) provided by us under this Agreement does not constitute financial or legal advice, and that we give no representation or warranty as to the achievement or reasonableness of any future projections or prospects and nothing provided by us as a result of the Services should be relied upon as a promise or representation as to the future; and

(g) you will not infringe any third-party rights in working with us and receiving the Services.

### 5. Termination

5.1 This Agreement will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:

(a) the other Party (**Defaulting Party**) breaches a material term of this Agreement and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or

(b) the Defaulting Party is unable to pay its debts as they fall due.

5.2 Upon termination or expiry of this Agreement:

(a) we will immediately cease providing the Services;

(b) without limiting your Consumer Law Rights, you agree that any payments made by you to us are not refundable to you;

(c) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement;

(d) by us pursuant to clause 5.1, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including legal fees, debt collector fees and mercantile agent fees); and

(e) you agree to promptly return (where possible), or delete or destroy (where not possible to return), any information, documentation or material owned by us that is in your possession or control, subject to any rights you may have to any Intellectual Property in accordance with clause 8.

5.3 The accrued rights, obligations and remedies of the Parties are not affected by termination of this Agreement.

5.4 This clause 5 will survive the termination or expiry of this Agreement.

## 6. Your Consumer Law Rights

- 6.1 Certain legislation, including the Australian Consumer Law (ACL) in the Competition and Consumer Act 2010 (Cth) and
- 6.2 similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Services which cannot be excluded, restricted or modified
- 6.3 **(Consumer Law Rights).** Nothing in this Agreement excludes your Consumer Law Rights as a consumer under the ACL.
- 6.4 You agree that our Liability for the Services is governed solely by the ACL and this Agreement.
- 6.5 Subject to your Consumer Law Rights, we exclude all implied warranties, representations and guarantees of any kind (whether statutory or otherwise), unless expressly stipulated in this Agreement.
- 6.6 Subject to your Consumer Law Rights, all amounts paid by you for the Services are non-refundable.
- 6.7 This clause 6 will survive the termination or expiry of this Agreement.

## 7. Limitation of Liability

- 7.1 **Limitation of Liability:** Despite anything to the contrary, to the maximum extent permitted by law, and subject to your Consumer Law Rights:
- (a) neither Party will be liable for any Consequential Loss;
- (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
- (c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.
- 7.2 This clause 6 will survive the termination or expiry of this Agreement.

## 8. Intellectual Property

- 8.1 As between the Parties, each Party retains all Intellectual Property Rights in its Intellectual Property developed prior to or independently of this Agreement. Nothing in this Agreement constitutes an assignment or transfer of such rights.
- 8.2 As between the Parties, ownership of all Intellectual Property Rights in any Intellectual Property developed, adapted, modified or created in connection with this Agreement or the performance of the Services will at all times vest, or remain vested, in us.
- 8.3 You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, for the duration of this Agreement, to use your and your Personnel's Intellectual Property solely for the performance of our obligations under this Agreement.
- 8.4 In the use of any Intellectual Property Rights in connection with this Agreement, you agree that you must not (and you must ensure that your Personnel do not) commit any Intellectual Property Breach. Where you reasonably suspect

that such a breach may have occurred, you must notify us immediately.

- 8.5 This clause 8 will survive the termination or expiry of this Agreement.

## 9. Confidentiality

- 9.1 Subject to clause 9.2, you must (and must ensure that your Personnel do) keep confidential, and not use or permit any unauthorised use of, all Confidential Information.
- 9.2 Clause 9.1 does not apply where the disclosure is required by law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with this Agreement and provided that you ensure the adviser complies with the terms of clause 9.1.
- 9.3 This clause 9 will survive the termination or expiry of this Agreement.

## 10. General

- 10.1 **Amendment:** This Agreement may only be amended in writing and as agreed by the Parties.
- 10.2 **Assignment:** Subject to clause 9.3, a Party must not assign or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 10.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party.
- 10.4 **Disputes:** A Party may not commence court proceedings relating to any dispute arising from this Agreement (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction, or will operate to prevent a Party from taking steps to recover any debt.
- 10.5 **Entire agreement:** Subject to your Consumer Law Rights, this Agreement contains the entire understanding between the Parties, and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in this Agreement, and this Agreement supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 10.6 **Force majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under this Agreement if such delay or failure is caused or contributed to by a Force Majeure Event. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under this Agreement.
- 10.7 **Further assurance:** You agree to promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and your obligations under it.
- 10.8 **Governing law:** This Agreement is governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 10.9 **Joint and several Liability:** Where you constitute two or more individuals or entities, you will each be jointly and severally liable under this Agreement.

- 10.10 **Notices:** Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 10.11 **Online execution:** This Agreement may be executed by means of such third party online document execution service as we nominate, subject to such execution being in accordance with the applicable terms and conditions of that document execution service.
- 10.12 **Precedence:** To the extent there is any ambiguity, discrepancy or inconsistency in or between the terms of the Agreement and the Schedule, the Schedule will prevail.
- 10.13 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 10.14 **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.

## 11. Interpretation and Definitions

- 11.1 Words like including and for example are not words of limitation.
- 11.2 In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in the Schedule, and:

**Agreement** means these terms and conditions, which includes the Schedule and any documents attached to, or referred to in, each of them.

**Business Days** means a day on which banks are open for general banking business in New South Wales, excluding Saturdays, Sundays and public holidays.

**Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or

shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

**GST** has the meaning which it is given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Intellectual Property** means any copyright, registered or unregistered designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or Confidential Information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

**Intellectual Property Rights** means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

**Intellectual Property Breach** means any breach by you (or any of your Personnel) of any of our Intellectual Property Rights (or any breaches of third-party rights, including any Intellectual Property Rights of third parties), including using or exploiting our Intellectual Property for purposes other than as expressly stated in this Agreement (including, without limitation, using our Intellectual Property for commercial purposes or on-selling our Intellectual Property to third parties).

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

**Payment Terms** means the Price, method and timing of payment, as set out in the Schedule.

**Personnel** means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

**Price** means the price set out in the Schedule for the performance of the Services and includes any Deposit.

**Schedule** means the schedule to this Agreement.

**Services** means the services we agree to perform under this Agreement, as further particularised in the Services Overview.