



MASTER SERVICES AGREEMENT

NextGen AML Pty Ltd | ABN 31 551 154 091

info@nextgenaml.com.au | <https://www.nextgenaml.com.au/>

1 Railway Crs, Croydon, VIC, 3136, Australia

Version 2.0 - Confidential

HOW THIS AGREEMENT IS ACCEPTED

This Agreement is accepted and becomes binding when the Client:

- checks the 'I Accept' box and clicks the 'Confirm and Pay' (or equivalent) button during NextGen AML's online sign-up or checkout flow;
- signs (electronically or otherwise) an Order Form that incorporates this Agreement; or
- first accesses or uses the Services, whichever is earliest.

By accepting, the individual doing so represents that they are authorised to bind the Client entity. NextGen AML's acceptance is constituted by making the Services available to the Client.

This Master Services Agreement ("**Agreement**") is entered into between **NextGen AML Pty Ltd (ABN 31 551 154 091)**, an Australian proprietary limited company ("**NextGen AML**") and the client identified in the applicable Order Form ("**Client**") and takes effect on the Commencement Date. This Agreement sets out the terms under which NextGen AML provides the Services to the Client. Capitalised terms have the meanings given in clause 22 (Definitions) unless otherwise defined contextually.

1. Overview

NextGen AML provides technology-enabled compliance services that assist regulated entities and their advisers to meet obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (AML/CTF Act), related regulations, and analogous international frameworks. The Services include, but are not limited to, AML/CTF program design and review, know-your-customer (KYC) and customer due diligence (CDD) automation, sanctions screening, beneficial ownership mapping, regulatory reporting support, and associated compliance consulting services, as further described in each Order Form and any Statement of Work (SOW).

The Client acknowledges that the Services are compliance-support tools only and do not constitute legal advice. Nothing in this Agreement creates a solicitor-client relationship between the parties.

2. The Services

2.1 Provision of Services

Subject to the terms of this Agreement and payment of all applicable Fees, NextGen AML will, during each Subscription Term: (a) provide the Client with access to the Platform and any other agreed Services in accordance with the Documentation and the relevant Order Form or SOW; and (b) use reasonable endeavours to meet any Service Levels set out in the applicable Order Form or SOW.

2.2 Authorised Users

Only Authorised Users may access or use the Platform. The Client must: (a) ensure each Authorised User keeps their login credentials confidential and does not share them; (b) promptly notify NextGen AML upon becoming aware of any actual or suspected compromise of any Authorised User account; & (c) ensure Authorised Users comply with this Agreement. The Client is responsible for all acts & omissions of its Authorised Users in connection with the Platform.

2.3 Acceptable Use

The Client must use the Services only for its own internal compliance and regulatory purposes in accordance with the Documentation, any Order Form or SOW, and all applicable Laws. The Client must not (and must not permit any third party to):

- provide access to, sublicense, resell or otherwise distribute the Services or the Platform to any third party;
- use the Services to develop, benchmark or derive data for any product or service that competes with NextGen AML;
- reverse engineer, decompile, disassemble or otherwise attempt to derive source code or non-public APIs from the Platform, except to the limited extent permitted by applicable Law (and only after prior written notice to NextGen AML);
- modify, create derivative works of, or copy any element of the Platform or Services (other than authorised copies of the Software);
- remove or obscure any proprietary notices in the Platform or Documentation;
- publish benchmarking, performance or comparative data about the Services without NextGen AML's prior written consent;

- interfere with or disrupt the operation of the Platform, circumvent security controls, or conduct any security or vulnerability testing of the Platform without NextGen AML's prior written consent;
- transmit any malicious code, illegal content or other harmful materials through or to the Platform; or
- use the Services in connection with any unlawful, infringing, deceptive, fraudulent or offensive activity.

2.4 Service Modifications

NextGen AML may update, enhance or modify the Services and Platform from time to time (including to reflect changes in Law, regulatory guidance or technology best practice). NextGen AML will use reasonable endeavours to notify the Client of material changes that reduce existing functionality. Minor updates, patches and regulatory-driven changes may be made without prior notice.

2.5 Subcontractors

NextGen AML may engage subcontractors, professional advisers or third-party technology providers to perform any part of the Services. NextGen AML remains responsible for the acts and omissions of its subcontractors as if they were its own. NextGen AML will ensure subcontractors are bound by confidentiality obligations no less protective than those in clause 16.

3. Client Data

3.1 Licence to Use Client Data

The Client grants NextGen AML a non-exclusive, worldwide, royalty-free licence to access, use, copy, store, transmit, process and create derivative works of Client Data solely to the extent necessary to: (a) provide the Services, Support and Technical Services to the Client under this Agreement; (b) comply with Law or any regulatory requirement; and (c) exercise NextGen AML's rights under this Agreement.

3.2 Data Security

NextGen AML will implement & maintain reasonable technical & organisational security measures designed to protect Client Data against unauthorised access, loss, destruction or alteration, as described in the Security Policy available at <https://www.nextgenaml.com.au/security-policy>. NextGen AML will notify the Client without undue delay if it becomes aware of any Security Incident affecting Client Data.

3.3 Privacy and Australian Privacy Principles

Where the Services involve the processing of Personal Information (as defined in the Privacy Act 1988 (Cth)), each party agrees to comply with the Australian Privacy Principles (APPs) & all other applicable Privacy Laws in relation to such Personal Information. NextGen AML's Privacy Policy sets out how it handles Personal Information & is available at <https://www.nextgenaml.com.au/privacy-policy>.

3.4 Data Export

During the Subscription Term, the Client may export its Client Data from the Platform using the export functionality described in the Documentation. Following expiry or termination of a Subscription Term, NextGen AML will, upon written request received within 30 days of expiry or termination, provide the Client with a complete export of its Client Data in a standard machine-readable format. Thereafter, NextGen AML may delete or de-identify Client Data in accordance with its standard data retention and deletion schedule, unless required by Law to retain it longer.

3.5 Aggregated and De-identified Data

NextGen AML may collect & use usage logs, performance metrics & other technical data relating to the Client's use of the Platform. NextGen AML may aggregate & de-identify such data & Client Data in a manner that does not identify the Client or any individual, and may use such aggregated data for analytics, product improvement, benchmarking, regulatory reporting and other lawful business purposes. Any aggregated data produced by NextGen AML is owned by NextGen AML.

3.6 Marketing Use

NextGen AML may identify the Client as a customer of NextGen AML on NextGen AML's website and in its marketing materials, using the Client's name and publicly available trade marks for this limited purpose. Upon the Client's written request, NextGen AML will cease such use within a reasonable time. The Client may also be invited to provide a testimonial; any such testimonial requires the Client's prior written approval before publication.

4. Client Obligations

4.1 General

The Client is responsible for: (a) the content, accuracy and lawfulness of all Client Data; (b) ensuring it has obtained all necessary rights, consents, disclosures and permissions to provide Client Data to NextGen AML for use in connection with the Services; (c) its own compliance obligations under the AML/CTF Act and all other applicable Laws (the Services are a support tool only); and (d) ensuring its use of the Services complies with all Laws.

4.2 Client Systems and Cooperation

The Client must provide NextGen AML with timely access to all Client Materials, personnel and systems reasonably required for NextGen AML to perform the Services and any Technical Services. If the Client fails to do so, NextGen AML's obligation to deliver the affected Services or Technical Services will be suspended until access is provided, and any resulting delays or additional costs will be at the Client's expense.

4.3 Prohibited Uses

The Client must not use the Services: (a) with Prohibited Data; (b) for High Risk Activities; (c) in any Prohibited Territory; or (d) in a manner that would cause NextGen AML to breach any Law. The Client acknowledges that the Services are not designed or warranted to meet specific legal obligations for these uses. NextGen AML has no liability for any use of the Services in breach of this clause 4.3.

5. Suspension

NextGen AML may suspend the Client's access to the Services (including disabling any Third-Party Platform integrations) if:

- the Client breaches clause 2.3 (Acceptable Use) or clause 4 (Client Obligations) and fails to remedy that breach within 5 Business Days of notice;
- any invoice is more than 30 days overdue;
- the Client exceeds any usage limits specified in an Order Form;
- the Client's use poses a material security risk or adversely affects other clients or the Platform; or
- NextGen AML is required to do so by Law or order of a Regulator.

NextGen AML will use reasonable endeavours to give prior written notice of suspension where practicable. Access will be restored promptly once the issue giving rise to suspension has been remedied. Suspension does not release the Client from its obligation to pay Fees during the suspension period unless the suspension arises from NextGen AML's breach of this Agreement.

6. Third-Party Platforms

The Client may connect Third-Party Platforms to the Services. Use of any Third-Party Platform is subject solely to the Client's agreement with that third-party provider and not to this Agreement. NextGen AML does not control, endorse or accept liability for any Third-Party Platform, including its security, functionality, availability or data practices. If the Client enables a Third-Party Platform, NextGen AML may exchange Client Data with that platform on the Client's behalf. All costs associated with Third-Party Platforms (including any pass-through fees) are as agreed in the relevant Order Form or SOW.

7. Technical Services

Any Training, Implementation, Integration or other Technical Services will be described in the relevant Order Form or SOW. Deliverables produced in connection with Technical Services are licensed (not sold) to the Client for use as part of its authorised use of the Services, subject to the same restrictions in clause 2.3. NextGen AML retains all Intellectual Property Rights in Technical Services deliverables. If the Client fails to provide required access, information or approvals, NextGen AML's obligation to perform Technical Services will be suspended and any agreed timelines or milestones will be extended accordingly.

8. AI and Automated Services - Specific Terms

8.1 Nature of AI-Driven Outputs

Certain features of the Platform use machine learning, artificial intelligence or statistical models (collectively, "AI Features") to generate outputs such as risk scores, alerts, classifications and recommendations ("AI Outputs"). The Client acknowledges that:

- AI Outputs are generated probabilistically & may contain errors, omissions or inaccuracies;
- AI Outputs are not determinative and must not be relied upon as the sole basis for compliance decisions, regulatory filings or legal determinations; and
- the Client retains full responsibility for all decisions made using AI Outputs.

8.2 No AI Accuracy Warranty

NextGen AML does not warrant that AI Outputs will be accurate, complete, free of bias, or fit for any particular compliance or regulatory purpose. Any performance metrics or accuracy rates stated in Documentation are indicative estimates based on historical data and may not reflect actual performance for the Client's specific use case.

8.3 Model Changes

NextGen AML may update, retrain or replace its AI/ML models from time to time to improve performance, address regulatory guidance, or correct errors. NextGen AML will use reasonable endeavours to notify the Client of material changes that may affect existing outputs.

8.4 Client Feedback

If the Client provides feedback or annotations relating to AI Outputs, the Client grants NextGen AML a perpetual, irrevocable, worldwide licence to use that feedback (in de-identified form) to improve its models and Services, without obligation to the Client.

9. Commercial Terms

9.1 Subscription Term and Renewal

Each Subscription Term will commence on the Start Date specified in the Order Form and continue for the initial period stated. Unless otherwise stated in an Order Form, each Subscription Term will automatically renew for successive 12-month periods unless either party gives the other at least 30 days' written notice of non-renewal before the end of the then-current term. NextGen AML will send the Client a renewal reminder notice at least 45 days before the end of each Subscription Term. For online self-service customers, notice of non-renewal may be given by initiating a cancellation through the account management section of the Platform, which will generate a written cancellation confirmation to both parties.

9.2 Fees

Fees are as specified in each Order Form or SOW. Unless otherwise agreed: (a) NextGen AML will issue invoices monthly (or as otherwise stated in the Order Form); (b) payment is due within 14 days of the invoice date; (c) all amounts are in Australian dollars (unless stated otherwise); and (d) all Fees are exclusive of GST and other Taxes.

9.3 Fee Increases

NextGen AML may increase Fees applicable to renewal Subscription Terms by giving the Client at least 30 days' written notice before the relevant renewal date. Any such increase will take effect from the commencement of the renewal term. Fee increases during an existing Subscription Term require written agreement of both parties.

9.4 Late Payment

Overdue amounts (other than amounts subject to a bona fide dispute notified in writing to NextGen AML) will accrue interest at the rate of 1.5% per month (compounding monthly) from the due date until paid, or the maximum rate permitted by Law, whichever is less. NextGen AML may

also suspend access to the Services in accordance with clause 5 and recover reasonable debt recovery costs.

9.5 Taxes

Each party is responsible for its own income taxes. The Client is responsible for all GST, withholding taxes, and other applicable Taxes on the Fees. Where NextGen AML is required to charge GST, it will issue a valid tax invoice. The Client will pay any additional amounts necessary to ensure NextGen AML receives the full invoiced Fee net of any required withholding or deduction.

9.6 Disputed Invoices

If the Client disputes an invoice in good faith, it must: (a) notify NextGen AML in writing within 10 Business Days of receipt of the invoice specifying the grounds of dispute; and (b) pay the undisputed portion by the due date. The parties will work in good faith to resolve the dispute promptly. Interest under clause 9.4 will not accrue on amounts subject to a bona fide dispute during the dispute resolution period.

9.7 Non-Refundability

Fees are non-refundable except as expressly provided in clause 10.2 (Warranty Remedy) and clause 11 (Termination).

9.8 Affiliate Orders

A Related Body Corporate of the Client may enter into its own separate Order Form or SOW with NextGen AML on terms mutually agreed in writing. Each such Order Form constitutes a separate and independent agreement between NextGen AML and that entity, incorporating this Agreement with that entity treated as the "Client". No rights or obligations cross-apply between the Client and its Related Bodies Corporate under their respective agreements with NextGen AML.

9.9 New Features

NextGen AML may develop and release new features, products or modules that are separate from existing Platform functionality ("Premium Features"). NextGen AML will provide the Client with reasonable advance notice of any Premium Features and their associated fees. The Client is under no obligation to subscribe to Premium Features. This clause does not restrict NextGen AML from making improvements, patches or regulatory updates to its core Platform at no additional charge.

9.10 Online Order Form and Stripe Checkout

For subscriptions initiated through NextGen AML's online checkout, the Order Form is auto-generated at the time of Stripe checkout and constitutes the "Order Form" for all purposes under this Agreement. The auto-generated Order Form will include: (a) Client name and ABN/ACN; (b) Service package or tier selected; (c) Subscription Term start date and initial period; (d) Fees and billing frequency; (e) Authorised User count and usage limits; and (f) any special conditions applicable to the selected plan. A PDF copy of the auto-generated Order Form will be delivered to the Client's registered email address at the time of purchase and will be accessible in the Client's account portal. The Client's completion of checkout constitutes acceptance of the

Order Form terms. In the event of any inconsistency between the auto-generated Order Form and this Agreement, this Agreement prevails unless the Order Form expressly states otherwise.

10. Warranties and Disclaimers

10.1 NextGen AML Warranties

NextGen AML warrants to the Client that during the Subscription Term:

- (Platform Performance) the Platform will perform materially in accordance with the Documentation and NextGen AML will not materially reduce the core functionality of the Platform (“Performance Warranty”); and
- (Technical Services) any Technical Services will be performed in a professional and workmanlike manner by suitably qualified personnel (“Technical Services Warranty”).

10.2 Warranty Remedy

If NextGen AML breaches a warranty in clause 10.1 and the Client provides NextGen AML with a written warranty claim containing sufficient detail to assess its merits within 30 days of the Client first discovering the issue, NextGen AML will use commercially reasonable efforts to correct the issue within 30 days. If NextGen AML cannot do so, either party may terminate the affected Order Form or SOW, and NextGen AML will refund any pre-paid, unused Fees attributable to the terminated portion. This clause 10.2 sets out the Client’s sole and exclusive remedy for breach of the warranties in clause 10.1.

These warranties do not apply to issues arising from: (a) Client or Authorised User misuse; (b) unauthorised modifications; (c) Third-Party Platforms or third-party systems; (d) Client Data; (e) Trials and Beta products; or (f) the Client’s failure to implement Updates recommended by NextGen AML.

10.3 Mutual Warranties

Each party warrants to the other that: (a) it has full power and authority to enter into and perform this Agreement; and (b) its execution and performance of this Agreement does not violate any other agreement to which it is a party.

10.4 Disclaimer

Except as expressly set out in clause 10.1, the Services, Platform, Support and Technical Services are provided on an “as is” and “as available” basis. To the maximum extent permitted by Law, NextGen AML and its licensors exclude all other warranties, express, implied, statutory or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, accuracy or non-infringement. In particular:

- NextGen AML does not warrant that the Platform will be error-free, uninterrupted or meet any specific compliance or regulatory standard;
- NextGen AML is not liable for delays or failures caused by internet or telecommunications faults, or third-party system outages outside its reasonable control;
- NextGen AML does not warrant that use of the Services will enable the Client to satisfy any specific legal obligation; and
- the Client retains sole responsibility for the accuracy and completeness of Client Data and for all compliance decisions made using the Services.

Nothing in this Agreement excludes any guarantee or warranty that cannot be excluded by Law, including consumer guarantees under the Australian Consumer Law where applicable.

11. Term and Termination

11.1 Term

This Agreement commences on the Commencement Date and continues until expiry or termination of all Order Forms and SOWs (unless earlier terminated in accordance with this clause 11).

11.2 Termination for Cause

Either party may terminate this Agreement (including all Order Forms and SOWs) by written notice if the other party: (a) commits a material breach that remains uncured for 30 days after written notice specifying the breach; (b) ceases to carry on business without a successor; or (c) becomes insolvent, enters into administration, receivership, voluntary administration, liquidation or any analogous insolvency process and that process is not dismissed within 60 days.

11.3 Termination for Convenience

Either party may terminate this Agreement (or any individual Order Form) for convenience by giving at least 90 days' written notice, unless a different notice period is specified in the relevant Order Form. If the Client terminates for convenience, it remains liable to pay all Fees accrued up to the termination date and any applicable early termination fees specified in the Order Form. NextGen AML will refund any pre-paid Fees for the period after the effective termination date, less any applicable early termination fees.

For subscriptions originated through NextGen AML's online platform, the Client may give notice of termination for convenience by initiating a cancellation through the "Cancel Subscription" function in the account management section of the Platform. Use of the "Cancel Subscription" function constitutes valid written notice of termination for the purposes of this Agreement. NextGen AML will send a written cancellation confirmation to the Client's registered email address, which will record the notice date and the effective termination date. The 90-day notice period runs from the date the "Cancel Subscription" function is activated and confirmed.

11.4 Effects of Termination

Upon expiry or termination of this Agreement or any Order Form or SOW: (a) the Client's licence to access and use the affected Services will immediately cease; (b) each party must return or (at the other party's election) securely destroy all Confidential Information of the other party within 30 days, except where retention is required by Law; (c) Client Data will be handled in accordance with clause 3.4; and (d) termination does not affect any accrued rights or obligations of either party.

11.5 Transition Assistance

Upon expiry or termination, NextGen AML will provide reasonable exit and transition assistance for a period of up to 60 days at NextGen AML's then-current time-and-materials rates, to assist the Client in migrating to an alternative solution. The Client must cooperate in good faith with any transition activities.

11.6 Survival

The following clauses survive expiry or termination of this Agreement: 2.3, 3.4, 3.5, 4, 8, 9.2–9.5, 10.4, 11.4, 11.5, 12, 13, 14, 15, 16, 20 and 22.

12. Intellectual Property

12.1 NextGen AML IP

All Intellectual Property Rights in and to the Platform, Services, Software, Documentation, AI Features, AI Outputs, algorithms, models, analytics frameworks, templates, dashboards, methodologies, and all modifications or improvements thereto (whether or not made at the Client's request) vest in and remain the exclusive property of NextGen AML and its licensors. The Client acquires no ownership interest in any NextGen AML IP under this Agreement.

12.2 Client IP

All Intellectual Property Rights in Client Data and Client Materials remain with the Client (or its licensors). The Client grants NextGen AML the licence described in clause 3.1 only.

12.3 Feedback

If the Client provides feedback, ideas or suggestions about the Services, the Client assigns (and agrees to assign) to NextGen AML all Intellectual Property Rights in such feedback. NextGen AML may use feedback without restriction or obligation to the Client.

12.4 Residuals

Nothing in this Agreement prevents NextGen AML from developing, using or commercialising knowledge, skills, experience and expertise retained in the unaided memory of its personnel who have had access to Client Data, provided this does not involve disclosure of Client Confidential Information.

13. Limitations of Liability

13.1 Consequential Loss Exclusion

Except for Excluded Claims, neither party (nor its officers, employees, subcontractors or suppliers) will be liable to the other for any Consequential Loss arising out of or in connection with this Agreement, even if that party has been advised of the possibility of such loss.

13.2 General Liability Cap

Except for Excluded Claims or Special Claims, each party's total aggregate liability to the other in connection with this Agreement (whether in contract, tort including negligence, statute or otherwise) will not exceed the total Fees paid or payable by the Client to NextGen AML in the 12 months immediately preceding the event giving rise to the claim ("General Liability Cap").

13.3 Special Claims Cap

For Special Claims, NextGen AML's total aggregate liability will not exceed two times (2x) the General Liability Cap.

13.4 Multiple Claims

The liability caps in clauses 13.2 and 13.3 apply to the aggregate of all claims under this Agreement, not to each individual claim separately.

13.5 Essential Terms

The exclusions and limitations in this clause 13 apply regardless of the form of action and survive any limited remedy in this Agreement failing its essential purpose. The parties acknowledge that these limits reflect a reasonable and fair allocation of commercial risk, having regard to the nature of the Services and the Fees charged, and form an essential basis of the bargain between them.

13.6 Australian Consumer Law

Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by the Australian Consumer Law or any other applicable Law that cannot lawfully be excluded or limited. Where NextGen AML's liability cannot be excluded, NextGen AML's liability is limited, at its election, to re-supplying the relevant Services or paying the cost of re-supply.

14. Indemnification

14.1 Indemnification by NextGen AML

NextGen AML will defend, indemnify and hold harmless the Client against any third-party claim to the extent that the Platform, when used by the Client as authorised under this Agreement, infringes a third party's registered patent, copyright or registered trade mark in Australia. NextGen AML will pay any damages and reasonable legal costs finally awarded against the Client, or agreed by NextGen AML in settlement, in connection with such a claim.

14.2 Indemnification by Client

The Client will defend, indemnify and hold harmless NextGen AML against any third-party claim arising from or in connection with: (a) Client Data or Client Materials; (b) the Client's or any Authorised User's breach of this Agreement; (c) the Client's use of the Services in breach of applicable Laws; or (d) the Client's own compliance decisions and regulatory obligations. The Client will pay any damages and reasonable legal costs finally awarded against NextGen AML, or agreed by the Client in settlement, in connection with such a claim.

14.3 Indemnification Procedures

The benefit of an indemnity under this clause 14 is conditional on the indemnified party: (a) promptly notifying the indemnifying party in writing of the relevant claim; (b) giving the indemnifying party sole control of the defence and settlement of the claim (provided no settlement requires the indemnified party to admit fault or take action other than ceasing use of the relevant Service without the indemnified party's prior consent); and (c) providing all reasonable cooperation requested by the indemnifying party at the indemnifying party's reasonable expense. The indemnified party may participate in the defence with its own counsel at its own expense.

14.4 IP Infringement Remedies

In response to an actual or threatened IP infringement claim, NextGen AML may (at its option): (a) procure the right for the Client to continue using the affected part of the Services; (b) replace or modify the infringing component to remove the infringement without materially reducing functionality; or (c) terminate the affected Order Form and refund any pre-paid unused Fees. This clause 14.4 sets out the Client's exclusive remedy for IP infringement.

14.5 Exceptions

NextGen AML has no indemnity obligation under clause 14.1 to the extent the claim arises from: (a) modifications to the Platform made by or on behalf of the Client; (b) use of the Platform in combination with products or systems not provided by NextGen AML; (c) use of a version of the Platform that is not the most recent release where the most recent release would avoid the claim; (d) the Client's breach of this Agreement; or (e) features common to any similar service.

15. Insurance

Each party will maintain, at its own cost, commercially reasonable insurance policies appropriate for its business activities, including (without limitation):

- public liability insurance at a level appropriate to the risk profile of its activities;
- professional indemnity insurance covering errors and omissions in the provision of professional services; and
- cyber and data breach liability insurance covering incidents involving Client Data and digital services.

Each party will, upon reasonable written request, provide evidence of its insurance coverage to the other party. Specific minimum coverage amounts (if required) may be agreed between the parties and specified in the relevant Order Form.

16. Confidentiality

16.1 Definition

"Confidential Information" means any information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") that is designated as confidential or that the Receiving Party knew or should reasonably have known was confidential given the nature of the information and the circumstances of disclosure. NextGen AML's Confidential Information includes the Platform, Documentation, AI models and algorithms, pricing, this Agreement's terms, and the Security Policy. The Client's Confidential Information includes Client Data and Client Materials.

16.2 Obligations

Each Receiving Party will: (a) hold the Disclosing Party's Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent, except as permitted by this Agreement; (c) use Confidential Information only to exercise its rights and perform its obligations under this Agreement; and (d) disclose Confidential Information only to its employees, contractors and professional advisers who have a genuine need to know and who are bound by confidentiality obligations no less protective than this clause 16.

16.3 Exclusions

Obligations under clause 16.2 do not apply to information that the Receiving Party can demonstrate: (a) is or becomes publicly known through no fault of the Receiving Party; (b) was already rightfully known to the Receiving Party without restriction before receipt; (c) was independently developed by the Receiving Party without using the Disclosing Party's Confidential Information; or (d) was lawfully received from a third party without restriction.

16.4 Required Disclosures

Either party may disclose the other's Confidential Information if required by Law, court order or regulatory authority. The Receiving Party will, where legally permitted, give the Disclosing Party as much advance notice as practicable, cooperate with the Disclosing Party in seeking any available protective order, and disclose only what is legally required.

16.5 Remedies

Each party acknowledges that breach of this clause 16 may cause irreparable harm for which damages would be an inadequate remedy. Each party is entitled to seek equitable relief (including injunction) in addition to any other available remedy, without the need to prove actual damage or post a bond.

17. Trials and Betas

If the Client is granted access to any Trial or Beta product, such access is permitted solely for the Client's internal evaluation during the period designated by NextGen AML (or if no period is designated, 30 days). Trials and Betas are optional and may be discontinued by either party at any time without liability. Trials and Betas may be inoperable, incomplete or include features that NextGen AML may never release. Notwithstanding any other provision of this Agreement, NextGen AML provides no warranty, indemnity, SLA or Support for Trials and Betas. Trial and Beta features and performance data are NextGen AML's Confidential Information.

18. Modifications to Agreement

NextGen AML may modify this Agreement from time to time by giving at least 30 days' notice to the Client by email or through the Platform. If the Client objects to a modification in writing within the notice period, NextGen AML will (at its election): (a) allow the Client to continue under the existing Agreement until expiry of the then-current Subscription Term (after which the modified Agreement will apply); or (b) allow the Client to terminate and receive a pro-rata refund of any pre-paid Fees. Continued use of the Services after the modified Agreement takes effect constitutes acceptance. NextGen AML may make modifications with shorter notice where required by Law or urgent circumstances. For online customers, in-product acknowledgment, email confirmation, or any other electronic mechanism made available by NextGen AML constitutes valid acceptance of a modification.

19. Dispute Resolution

The parties will attempt to resolve any Dispute amicably before commencing legal proceedings. If a Dispute arises, the parties will follow this process: (a) either party notifies the other in writing of the Dispute ("Dispute Notice"); (b) the parties will negotiate in good faith for a period of 15 Business Days following the Dispute Notice to attempt resolution; and (c) if still unresolved after

that period, either party may commence legal proceedings. This clause does not prevent either party from seeking urgent injunctive or equitable relief from a court of competent jurisdiction, or from exercising suspension or termination rights under this Agreement.

20. General Terms

20.1 Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the State of Victoria, Australia, without regard to conflict of laws principles. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria (and any relevant appellate courts) for any disputes arising under or in connection with this Agreement.

20.2 Assignment

Neither party may assign, novate or transfer its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld or delayed), except that either party may assign this Agreement without consent in connection with a bona fide merger, acquisition, corporate reconstruction or sale of all or substantially all of its assets or voting securities, provided it gives the other party prompt written notice. Any assignment in breach of this clause is void.

20.3 Notices

Notices under this Agreement must be in writing and delivered to the addresses specified in the Order Form (or as updated by notice). Notices may be delivered by hand, express courier, email (with read receipt or written confirmation of receipt), registered post, or (for online customers) via in-platform notification or the "Cancel Subscription" mechanism described in clause 11.3. Notices are taken as received: (a) on delivery if delivered by hand; (b) two Business Days after posting; (c) on the next Business Day after transmission if sent by email (unless a bounce or failure-to-deliver notification is received); or (d) immediately upon generation of a platform cancellation confirmation.

20.4 Force Majeure

Neither party is liable for any delay or failure to perform any obligation under this Agreement (other than payment of Fees) to the extent caused by a Force Majeure Event. The affected party must notify the other promptly upon becoming aware of a Force Majeure Event, take all reasonable steps to mitigate its impact and resume performance as soon as reasonably practicable. If a Force Majeure Event continues for more than 60 days, either party may terminate the affected Order Form on written notice without liability (other than for Fees for Services already received).

20.5 Entire Agreement

This Agreement (including all Order Forms, SOWs, and Policies) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous representations, agreements and understandings. The terms of any Client purchase order or business form do not amend this Agreement and are expressly excluded.

20.6 Amendments

Except as permitted under clause 18, amendments to this Agreement must be in writing and agreed through electronic means provided by NextGen AML, including in-platform acknowledgment, email confirmation, or any other electronic mechanism made available by NextGen AML for this purpose, or signed by authorised representatives of both parties.

20.7 Waiver and Severability

Failure to exercise or delay in exercising any right under this Agreement does not constitute a waiver. A waiver must be in writing and signed by an authorised representative. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be modified to the minimum extent necessary to make it enforceable (or severed if modification is not possible), and the remaining provisions continue in full force.

20.8 Independent Contractors

The parties are independent contractors. This Agreement does not create any partnership, joint venture, agency, employment or fiduciary relationship between the parties.

20.9 Open Source

The Software may incorporate third-party open source software ("OSS"). To the extent required by the applicable OSS licence, that licence will apply to the OSS on a standalone basis and prevails over this Agreement in respect of that OSS only.

20.10 Export and Sanctions Compliance

The Client must comply with all applicable export control and sanctions Laws in using the Services. The Client represents and warrants that it is not: (a) listed on any applicable government sanctions list; or (b) located in, incorporated in, or a national or resident of, any country subject to comprehensive sanctions. The Client must not use the Services to process transactions or provide services to any sanctioned party or in any prohibited jurisdiction.

20.11 Counterparts and Electronic Execution

This Agreement may be executed in counterparts (including electronically, by PDF, or via a click-to-accept mechanism), each of which is an original and all of which together form one agreement. Electronic execution via clickwrap acceptance, e-signature, or online checkout constitutes valid execution for all purposes under applicable law including the Electronic Transactions Act 1999 (Cth) and equivalent state legislation.

20.12 Publicity

Neither party may issue any press release or public announcement relating to this Agreement without the other party's prior written consent, except as required by Law or the rules of a securities exchange.

21. Regulatory Compliance Acknowledgment

The Client acknowledges and agrees that:

- NextGen AML's Services are tools designed to assist regulated entities with their compliance obligations, they are not a substitute for the Client's own AML/CTF compliance program, designated business group obligations, or decisions of the Client's compliance function;
- the Client retains sole and primary responsibility for compliance with the AML/CTF Act, Privacy Act, and all other applicable Laws;
- NextGen AML does not provide legal advice, and nothing in this Agreement or the Services constitutes legal advice; and
- the Client should obtain independent legal and compliance advice where required.

22. Definitions

In this Agreement, unless the context otherwise requires:

Term	Meaning
Affiliate	Has the meaning given in the Corporations Act 2001 (Cth) to 'related body corporate'.
AI Features	Machine learning, artificial intelligence or statistical modelling features within the Platform that generate AI Outputs.
AI Outputs	Risk scores, alerts, classifications, recommendations or other outputs generated by AI Features.
AML/CTF Act	Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and associated regulations.
Authorised User	Any employee or contractor of the Client or its Affiliates permitted by the Client to use the Platform on its behalf.
Business Day	A day that is not a Saturday, Sunday or public holiday in Victoria, Australia.
Client Data	Any data, content or materials submitted by or on behalf of the Client (including Authorised Users) to the Services or Platform.
Client Materials	Materials, systems and resources provided by the Client to NextGen AML in connection with Technical Services.
Commencement Date	The earlier of: (a) the date specified in the first Order Form; (b) the date on which the Client first accesses the Services; or (c) the date on which the Client completes online checkout acceptance.
Confidential Information	As defined in clause 16.1.

Term	Meaning
Consequential Loss	Loss of profits, loss of revenue, loss of opportunity, loss of business, loss of goodwill, indirect loss or any other special, incidental or consequential loss, whether or not foreseeable.
Documentation	NextGen AML's usage guidelines and standard technical documentation for the Services, as updated from time to time.
Excluded Claims	(a) A party's breach of clause 12 (Intellectual Property) or clause 16 (Confidentiality) (other than claims relating to Client Data); (b) amounts payable under clause 14 (Indemnification); or (c) the Client's breach of clause 2.3 or clause 4.
Fees	All amounts payable by the Client under this Agreement as set out in Order Forms and SOWs.
Force Majeure Event	Any event beyond a party's reasonable control, including acts of God, war, terrorism, civil unrest, government action, pandemic, internet or utility failure or natural disaster.
GST	Has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
High Risk Activities	Activities where use or failure of the Services could lead to death, personal injury or material environmental damage.
Intellectual Property Rights	All present and future rights conferred by statute, common law or equity in and to patents, copyright, designs, trade marks, trade secrets, confidential information, circuit layouts, plant varieties and all other intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organization.
Laws	All applicable local, state, territory, federal and international laws, regulations, orders, standards and conventions.
Order Form	An order for Services accepted by the Client and acknowledged by NextGen AML, whether executed bilaterally or auto-generated at the time of Stripe checkout in accordance with clause 9.10.
Personal Information	Has the meaning given in the Privacy Act 1988 (Cth).
Platform	NextGen AML's proprietary cloud-based compliance technology platform as described in each Order Form, including the Software and Documentation (but not Third-Party Platforms or Technical Services deliverables).
Policies	The Security Policy and Privacy Policy published by NextGen AML (as updated from time to time).

Term	Meaning
Privacy Laws	The Privacy Act 1988 (Cth), the APPs, and all other applicable data privacy and protection laws.
Prohibited Data	Patient, medical or protected health information regulated by applicable health privacy laws; payment card data subject to PCI DSS; or any analogous sensitive category of data protected by Law.
Prohibited Territory	Any jurisdiction where the provision or use of the Services is prohibited or requires approvals not held by NextGen AML.
Regulator	AUSTRAC, ASIC, APRA, OAIC or any other relevant regulatory authority.
Related Body Corporate	Has the meaning given in the Corporations Act 2001 (Cth).
Security Incident	Any confirmed unauthorised access to, acquisition, disclosure, modification or loss of Client Data.
Security Policy	NextGen AML's security policy, available at https://www.nextgenaml.com.au/security-policy .
Services	The services provided by NextGen AML under this Agreement, as described in each Order Form and SOW, including access to the Platform.
Software	Any NextGen AML software, application or code provided to the Client for use with the Services.
SOW	A statement of work executed by both parties describing Technical Services to be performed.
Special Claims	Claims arising from an unauthorised disclosure of Client Data directly caused by NextGen AML's breach of its obligations under clause 3.2 (Data Security).
Subscription Term	The period for which the Client is licensed to access the relevant Services, as specified in the Order Form.
Support	Standard technical support for the Platform at the level specified in the Order Form.
Technical Services	Implementation, training, integration, consulting or other professional services provided by NextGen AML, as described in an Order Form or SOW.
Third-Party Platform	Any platform, add-on, service or product not provided by NextGen AML that the Client integrates with the Services.
Trials and Betas	Access to Services or features provided on a free, trial, alpha, beta or early-access basis.

Online Acceptance

This Agreement is accepted and becomes legally binding in accordance with the “HOW THIS AGREEMENT IS ACCEPTED” notice set out above. No wet-ink or physical signature is required for online customers.

For customers contracting via a direct or enterprise channel, this Agreement may also be executed by both parties signing below (in counterpart, including electronically):

SIGNED for and on behalf of NextGen AML Pty Ltd (ABN 31 551 154 091)	SIGNED for and on behalf of [CLIENT NAME] ([ABN/ACN])
Signature: _____ Full Name: _____ Title: _____ Date: _____	Signature: _____ Full Name: _____ Title: _____ Date: _____