

Master Cyber PTY LTD – System Security Assessment and Cyber Services Terms and Conditions

Company Details:

Master Cyber PTY LTD (ABN 37 688 390 258) Effective Date: 23 April 2026

1. Definitions and Interpretation

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

Client means the person or entity that engages Master Cyber to provide the Services.

Confidential Information means all information disclosed by one party to the other in connection with the Services, whether before or after the Effective Date, that is confidential in nature or would reasonably be regarded as confidential.

Force Majeure Event has the meaning given in clause 28.

Services means the cybersecurity, incident response, forensic, assessment, consultancy, monitoring and related services provided by Master Cyber under these Terms.

Headings are for convenience only and do not affect interpretation. The singular includes the plural and words importing one gender include all genders.

2. Application of Terms

These Terms govern the provision of the Services by Master Cyber PTY LTD (Master Cyber). By instructing Master Cyber to commence Services, whether verbally, electronically or otherwise, the Client agrees to be legally bound by these Terms. These Terms apply in addition to any proposal, statement of work or engagement letter and prevail to the extent of any inconsistency unless expressly agreed otherwise in writing.

3. Nature and Standard of Services

The Services are professional advisory and technical services provided using commercially reasonable care and skill. Cybersecurity risks are dynamic and cannot be fully eliminated. Master Cyber does not warrant that the Services will identify all risks, vulnerabilities or threats, nor that the Services will prevent, detect or remediate all cybersecurity incidents.

4. Scope of Services

The Services may include system security assessments, assurance reviews, maturity ratings, consultancy, security uplift advice, monitoring, incident response and forensic investigations. Unless expressly agreed in writing, the Services do not include legal

advice, regulatory certification, compliance determinations, or the provision of any guarantee as to system resilience or security posture.

5. Client Responsibilities

The Client is responsible for providing accurate, complete and timely information, granting access to systems, premises and personnel, and making all operational, governance and risk decisions. Without limitation, the Client remains responsible for backups, business continuity, insurance notifications, regulatory reporting and the implementation of any recommendations.

6. Acceptable Use

The Client must not use, and must ensure that its personnel do not use, the Services in a manner that is unlawful, malicious, misleading or which interferes with the operation, security or integrity of the Services or any system. Master Cyber may suspend or restrict access to the Services where it reasonably believes this clause has been breached.

7. Fees and Payment

Fees are charged at agreed rates or fixed fees. Invoices are payable within fourteen (14) days unless otherwise agreed. Master Cyber may suspend Services for non-payment and may require advance payment or credit approval for urgent, after-hours or incident response Services.

8. Authority to Act

Where incident response Services are engaged, the Client authorises Master Cyber to take reasonable response actions, strictly in accordance with the Client's instructions, to contain, investigate or mitigate harm arising from a cybersecurity incident.

9. Urgent Incident Response Authority

Where Master Cyber is engaged for incident response and is unable to obtain timely instructions, the Client authorises Master Cyber to take reasonable actions it considers necessary to prevent or mitigate material harm. Such actions must be proportionate, undertaken in good faith, and communicated to the Client as soon as practicable.

10. Forensic Evidence Handling and Chain of Custody

Master Cyber applies commercially reasonable practices to identify, collect, preserve and document digital evidence. The Client acknowledges that evidentiary integrity may be affected by system volatility, third-party actions or prior remediation. Master Cyber does not warrant the admissibility of any evidence in legal or regulatory proceedings.

11. Forensic Independence and Objectivity

Forensic Services are performed with professional independence and technical objectivity. Master Cyber does not determine legal liability and does not act as an expert witness unless expressly engaged to do so under a separate written agreement.

12. Cyber Insurance Cooperation

The Client is responsible for notifying any cyber insurer and obtaining necessary approvals. At the Client's request, Master Cyber may cooperate with insurers, loss adjusters, breach coaches and legal advisers, subject to confidentiality obligations and satisfactory arrangements for payment of fees and expenses.

13. Retainers and Hybrid Engagements

Where Services are provided under a retainer or prepaid arrangement, time and expenses may be drawn down in accordance with agreed terms. A retainer does not guarantee availability or response times unless expressly agreed in writing.

14. Consultancy Services

Consultancy Services are advisory only. Responsibility for governance, compliance, operational controls and risk ownership remains with the Client at all times.

15. Assessments, Reviews and Ratings

Assessments and ratings are indicative, time-bound and based on information available at the time of assessment. They are not guarantees of system security, future performance, or absence of vulnerabilities.

16. Security Upgrade Advice

Recommendations regarding security upgrades or improvements are provided for consideration only. The Client remains responsible for implementation decisions, procurement, change management and outcomes.

17. Monitoring Services

Monitoring Services are provided on a commercially reasonable efforts basis only and do not guarantee the detection or prevention of all threats or malicious activity.

18. Service Levels and Availability

Unless expressly agreed in writing, Master Cyber does not provide guaranteed response times, service levels, or availability commitments. All Services are provided on a commercially reasonable efforts basis.

19. Third-Party Services and Tools

The Services may involve the use of third-party software, platforms, or data sources. Master Cyber does not control such third-party services and is not liable for their performance, availability, or security.

20. Testing and System Impact

The Client acknowledges that certain Services (including scanning, testing, or forensic activities) may impact system performance, cause service interruptions, or expose latent system issues. To the maximum extent permitted by law, Master Cyber is not liable for such impacts where Services are performed with reasonable care.

21. Confidentiality

Each party must keep Confidential Information confidential and use it solely for the purposes of the Services, subject to any lawful disclosure obligations.

22. Privacy and Data Protection

The Client acknowledges that the Services may involve the handling of personal information. Each party agrees to comply with all applicable privacy and data protection laws, including the Privacy Act 1988 (Cth).

Master Cyber will implement commercially reasonable measures to protect personal information but does not warrant that such information will be immune from unauthorised access or breach.

The Client remains responsible for ensuring it has obtained all necessary consents and complies with its legal obligations in relation to personal information.

23. Client Systems and Security Responsibility

The Client retains sole responsibility for the security, configuration, and operation of its systems. Master Cyber is not responsible for pre-existing vulnerabilities, configuration weaknesses, or failures to implement recommendations.

24. Intellectual Property and All Rights Reserved

All intellectual property rights in the Services, including methodologies, tools, reports and materials, remain the exclusive property of Master Cyber or its licensors. Except as expressly stated, all rights are reserved. Upon full payment, the Client is granted a non-exclusive, non-transferable licence to use deliverables solely for its internal business purposes.

25. Service Re-Selling

The Client must not resell, sublicense or otherwise commercialise the Services or deliverables without Master Cyber's prior written consent.

26. Service Interruption

Master Cyber may interrupt or suspend Services for maintenance, security or operational reasons. Where reasonably practicable, advance notice will be provided. Service interruption does not constitute a breach of these Terms.

27. Reliance and Third-Party Use

Deliverables are provided for the Client's internal use only. No third party may rely on them without Master Cyber's prior written consent, and Master Cyber disclaims liability for unauthorised third-party reliance.

28. Board and Executive Reporting

Any reporting provided to boards or executives is for informational and governance purposes only and does not constitute legal, financial, accounting or fiduciary advice.

29. Limitation of Liability

- (a) Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which cannot lawfully be excluded, restricted or modified under the Australian Consumer Law (as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth)) (ACL) or any other applicable law (Non-Excludable Guarantee).
- (b) To the extent permitted by law, Master Cyber excludes all conditions, warranties and guarantees (whether express or implied) other than any Non-Excludable Guarantee.
- (c) Where a Non-Excludable Guarantee applies to the Services and the Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Master Cyber's liability for a failure to comply with that Non-Excludable Guarantee is limited, at Master Cyber's option, to one or more of the following:
 - (d) the supplying of the Services again; or
 - (ii) the payment of the cost of having the Services supplied again.
 - (iii) Subject to clauses 29(a)–(c), to the maximum extent permitted by law:
 - (iv) Master Cyber's total aggregate liability arising out of or in connection with the Services is limited to the fees paid in the twelve (12) months preceding the event giving rise to the claim; and
 - (v) Master Cyber is not liable for any indirect, incidental, special or consequential loss, or for any loss of profit, revenue, business, data, goodwill or opportunity, whether arising in contract, tort (including negligence), statute or otherwise.
- (e) The limitations and exclusions in this clause apply to the fullest extent permitted by law and survive termination of these Terms.

30. Indemnities

The Client indemnifies Master Cyber against claims arising from Client breach, misuse of the Services, inaccurate information, or third-party claims relating to the Client's systems, except to the extent caused by Master Cyber's negligence or wilful misconduct.

31. Termination

Either party may terminate these Terms on written notice or immediately where there is a material breach that is not remedied within a reasonable period. Upon termination, all outstanding fees become immediately payable, Services may cease, and clauses intended to survive termination continue in force.

32. Dispute Resolution

The parties must first attempt to resolve any dispute arising out of these Terms through good-faith negotiation. If unresolved within twenty-one (21) days, either party may commence proceedings, without limiting rights to seek urgent injunctive relief.

33. Severability

If any provision is invalid or unenforceable, it is severed to the minimum extent necessary without affecting the remaining provisions.

34. Assignment and Subcontracting

The Client may not assign these Terms without Master Cyber's consent. Master Cyber may assign or subcontract performance of the Services and remains responsible for performance in accordance with these Terms.

35. Force Majeure

Master Cyber is not liable for delay or failure caused by events beyond its reasonable control, including cyber attacks, infrastructure failures and government actions.

36. Data Retention and Destruction

Master Cyber may retain engagement data for a reasonable period for legal, regulatory, and operational purposes, after which it may securely delete or destroy such data. The Client is responsible for retaining any required records.

37. Non-Solicitation

During the term and for 12 months after, the Client must not solicit or engage any employee or contractor of Master Cyber without prior written consent.

38. Publicity

Master Cyber may refer to the Client as a customer in general marketing materials, provided no Confidential Information is disclosed.

39. Entire Agreement

These Terms constitute the entire agreement between the parties and supersede all prior representations and agreements relating to the Services.

40. Variation

These Terms may only be varied by a written document signed by both parties.

41. Waiver and No Waiver

A waiver must be in writing and applies only to the specific instance for which it is given. Failure to exercise a right does not constitute a waiver of that or any other right.

42. Counterparts and Electronic Execution

These Terms may be executed in counterparts and electronically, including by conduct, all of which are taken to be binding.

43. Data Breach Notification

If Master Cyber becomes aware of an actual or suspected breach of security resulting in unauthorised access to, disclosure of, or loss of Personal Information (Data Breach) obtained in connection with the Services, Master Cyber will notify the Client without undue delay after becoming so aware and provide information reasonably available to assist the Client in meeting its obligations under the Privacy Act 1988 (Cth) (including the Notifiable Data Breaches scheme). Notification does not constitute an admission of fault. Each party remains responsible for any statutory notification or remediation obligations imposed by law.

44. Governing Law and Jurisdiction

These Terms are governed by the laws of New South Wales, Australia, and the parties submit to the exclusive jurisdiction of its courts.