DIRECTOR AUTHORISATION - PRODUCT DISCLOSURE STATEMENT

LATITUDE TECHNOLOGIES PTY LIMITED

1. Issuer

1.1. This product disclosure statement (PDS) dated 30 January 2026 is issued by Latitude Technologies Pty Limited ACN 617 969 918 (Latipay Payment Gateway, we, us and our). We hold Australian financial services licence (AFSL) AFSL No.500252

1.2. If you have any queries regarding this PDS, please contact us at: Level 19, 10 Eagle Street, Brisbane City, QLD 4000 Australia, Telephone 02-7908 3012 customerservice@Latipay.net.

2. The purpose of this PDS

2.1. The purpose of this PDS is to give you the information you require to make an informed decision about whether to use our Latipay Payment Gateway for processing your consumer transactions.

2.2. This PDS only applies to you if you receive it in Australia. The distribution of this PDS in jurisdictions outside Australia may be restricted by law and persons who come into possession of it should seek advice on and observe any such restrictions. This PDS does not constitute an offer to any person to whom, or any place in which, it would be illegal to make that offer.

2.3. The information in this PDS is current as at the date of the PDS but may change. Where there is a change in information which is not material to you, this updated information will be made available on our website at https://pds.latipay.net/. If you require a paper copy of any Updated Information, please contact us on 02-7908 3012 and we will provide a copy free of charge.

2.4. The information contained in this PDS is general information only and does not take into account your individual objectives, financial situation or needs. You should review this PDS carefully and assess whether our Latipay Payment Gateway is appropriate for you and, if necessary, seek professional advice before deciding to use our Latipay Payment Gateway.

2.5. No person is authorised by us to give any information or to make any representation to you in connection with the offer of our Latipay Payment Gateway that is not contained in this PDS, or any Updated Information provided by us. Any information or representation not so contained in this PDS or the Updated Information cannot be relied upon as having been authorised by us. The issue of this PDS is authorised solely by us and none of our related bodies corporate are responsible for any statement or information contained in this PDS.

3. About Latipay Payment Services

3.1. We assist businesses to establish and improve their payment solutions.

3.2. We are a provider of secure and reliable real-time payment processing services, with solutions for merchants based internationally. Our team includes experienced Chinese linguists, payment executives, compliance professionals, legal counsel and ecommerce experts.

4. Latipay Payment Gateway

4.1. **Application Program Interface (API)**

4.1.1. Our API Latipay Payment Gateway enables you to connect your business website to our payment gateway with world-class security, reliability and system features designed to help your business grow sales via traditional credit card services (Visa, MasterCard, AMEX) or alternative payments (WeChat Pay, Alipay, UnionPay) as described in 4.12.

4.1.2. The Latipay Payment Gateway provides the technology and mechanism for online merchants to accept online payments from consumers to pay for goods and services. Pursuant to this PDS, we offer our Latipay Payment Gateway to Australian merchants.

4.1.3. When a consumer decides to purchase goods or services online, at the payment stage they are redirected from your website to a secure website to input their debit or credit card details to pay for the applicable goods and services. The consumer is returned to your website at the end of the payment transaction.

4.2. **QR Code**

4.2.1. We make requesting money easy. We provide customers who have a physical premises with a QR Code. When your customer makes a purchase from you, the customer will scan the QR Code using their smart phone.

4.2.2. We are notified every time a customer uses the QR code we provide you. The QR code is only available for alternative payments (WeChat Pay, Alipay, UnionPay).

4.3. **Settlement**

4.3.1. The Latipay Payment Gateway will enable your business to accept payments online in Australian dollars and then settle to your bank account in Australian dollars.

5. How does the Latipay Gateway work?

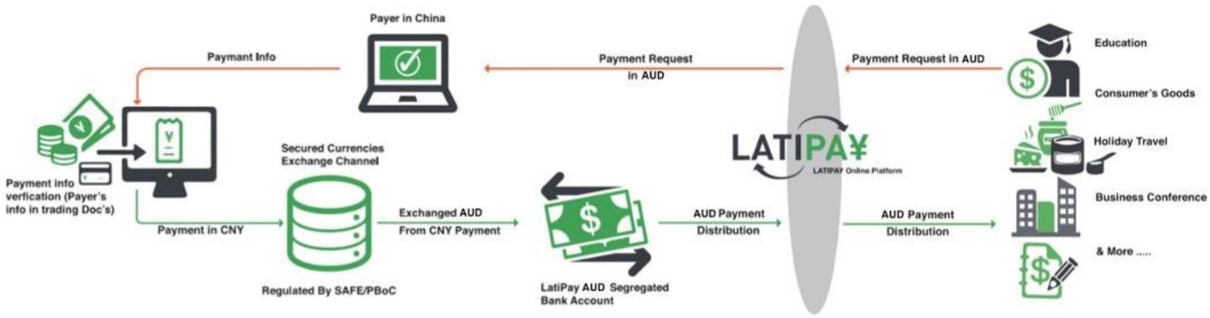
5.1. As part of the payment process, we perform identity screening and fraud checks and then pass payment details to our payment processors and card schemes, who facilitate authorisation from the consumer's bank.

5.2. For alternative payments our banking partner settles funds to us for all our merchants and we settle to individual merchants, less our fees. As a merchant you must notify your customers if you are passing on to your customer the cost of any fees incurred by you in relation to your use of the Latipay Platform. Latipay will charge you a fee each time you make a withdrawal. The fees charged are those as stated in the "Latipay Registered Merchant - Schedule of Fees".

5.3. Funds we receive from our banking partner are held on trust for our merchants prior to distribution to them. Therefore, those funds are protected against any claims by our creditors.

5.4. For Visa, MasterCard, AMEX settlement funds we receive from the schemes (Visa, MasterCard, AMEX) are held in segregated bank accounts for our merchants prior to distribution to them.

5.5. The following diagram illustrates how our Latipay Payment Gateway operates:



6. Latipay Virtual Accounts

6.1 Latipay Virtual accounts are similar to standard bank accounts. They have unique account numbers, support incoming and outgoing payments and are compatible with real-time payment options like and Payid and Osko.

However, unlike traditional accounts, virtual accounts don't hold balances. They act as digital tags for transactions, collecting sender information and passing it through to a primary account where the funds are actually held.

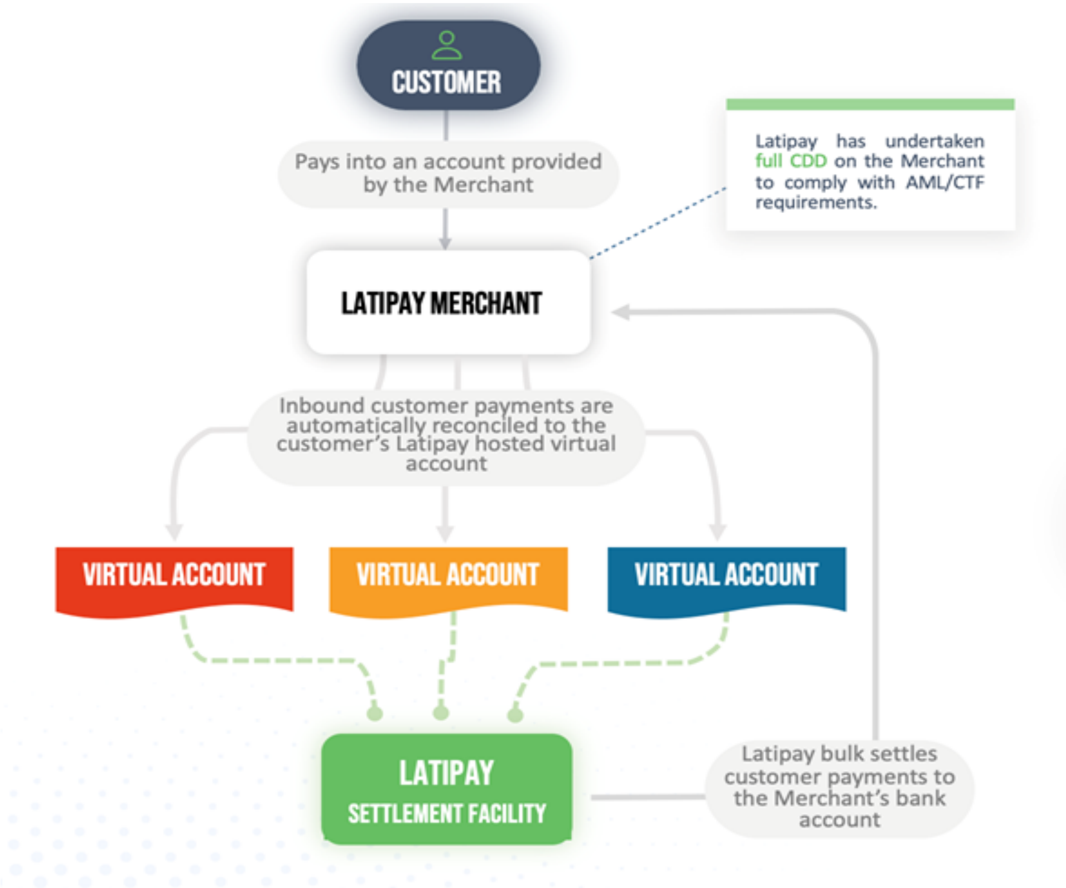
6.2 Latipay offers multi-currency virtual accounts to select merchants to help support their business requirements.

7. How do Latipay Virtual Accounts work ?

7.1 If a merchant requesting Latipay Virtual Accounts meets Latipay's suitability criteria they will be invited to onboard for a virtual account service. During onboarding the merchant must meet or exceed Latipay's Know Your Customer requirements.

7.2 Once onboarded Latipay will determine the currency requirements of the merchant and create the merchant account with the specific currency accounts. The merchant will then be provided access to the virtual account portal. The virtual account portal is how the merchant access their account and all associated functionality.

7.3 The key features if the Virtual account allow the merchant to receive international or domestic payments. Perform a spot foreign exchange transaction. Make a local or international payment from the account.



8. Merchant Agreement

8.1. To add our API Latipay Payment Gateway to your website, you will enter into an Merchant Agreement which will form your agreement with us and governs the use of our Latipay Payment Gateway. The terms and conditions of the Merchant Agreement are available online at https://merchant.latipay.net/Merchant%20Terms%20and%20Conditions.pdf and are incorporated into, and form part of, this PDS.

8.2. Latipay does not take any part in the contract for sale and purchase of goods or services between you and your customer. The Latipay Payment Gateway merely provides a means of communicating orders either from or to you and facilitating payment for the goods or services purchased. Latipay accepts no responsibility or liability for any issues which may arise between you and your customer.

8.3. Before you can establish an e-commerce relationship with our online Latipay Payment Gateway, you will need to read, accept and agree to be bound by the terms and conditions of the Enterprise Merchant Agreement.

8.4. Amongst other things, the Merchant Agreement describes the legal relationship between each merchant and Latipay Payment Gateway; the fees payable by the merchant and our right to amend these fees; our obligation to settle funds to the merchant's account and right to deduct or withhold amounts from the funds payable to a merchant; the merchant's obligations for delivery of goods and services and dealings with returns and exchanges; certain conduct the merchant is prohibited from undertaking and the circumstances where we can amend the list of prohibited conduct; warranties provided by the merchant and the circumstances where the merchant indemnifies Latipay Payment Gateway for loss or damage suffered; the term of the Merchant Agreement and each party's termination rights; ownership of intellectual property associated with the Latipay Payment Gateway; confidentiality obligations; and our limitation of liability.

8.5. You should access and read the terms and conditions of the Merchant Agreement as they will govern the arrangement that will apply to you as a user of our Latipay Payment Gateway.

9. Benefits and Key Features

9.1. Key benefits of the Latipay Payment Gateway include

a. multi-lingual (English, Chinese) switchable interface and support
b. accepts Chinese credit and debit cards
c. e-wallets
d. highly secured gateway;
e. online real time payment authentication;
f. advanced real-time reporting and comprehensive online reporting;
g. settlement in any major currency out of China;
h. easy integration with technical support;
i. consultative account management;
j. competitive pricing;
k. fast approval and set up;
l. local access with global reach.
m. Visa, Mastercard, Amex integration available.

9.2. Key benefits of the Latipay Virtual Accounts include

a. You can instruct us to credit and debit Australian bank accounts, 24 hours a day, 7 days a week.
b. All payments will be reconciled in your Account from where you can instruct further disbursements
c. You can easily manage and support your accounts receivable and payable.

d. Latipay's technology makes doing business easier and more efficient.
e. Simple and easy to use;
f. Payments are handles securely;
g. easy integration with technical support;
h. Multiple currencies available for collections and payments.

10. Key risks

10.1. Reliance on counterparty

10.1.1. We have entered into an agreement with our banking and payment partners to collect funds from consumers and we are reliant on the continuation of our partnership to facilitate the collection and distribution of payments from consumers to our merchants.

10.1.2. If our arrangement with these partnership ceases or our partner does not remit funds owing to our merchants to us in a timely fashion or at all, it will adversely impact our ability to remit these funds to our merchants. We are not liable to remit monies paid by consumers to our merchants where we have not received the funds from our banking partner.

10.2. **Reliance on technology**

10.2.1. Whilst we have extensive systems in place to ensure reliability, there remains a risk that disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of our Latipay Payment Gateway. If disruptions occur, merchants may be unable to sell goods and services online to consumers or there may be delays in payments to a merchant.

10.2.2. Under the Merchant Agreement, except as provided by law, we are not liable for any loss a merchant suffers due to any outage or interruption of our Latipay Payment Gateway.

10.3. **Payment reversals and unlawful transactions**

10.3.1. Whilst we employ an advanced fraud prevention system designed to minimise fraudulent or unauthorised payments by consumers, merchants may still be exposed to liability where payment by a consumer is fraudulent or unauthorised (for example, if the credit card/debit card, e-wallet details used by a consumer were stolen).

10.3.2. Also, payments from a consumer to a merchant may be reversed for various reasons such as charge backs, returns, cancellations, refunds and deductions.

10.3.3. Where either an unauthorised payment or reversal occurs, we may be obliged to refund moneys received from our banking partner prior to distribution to the merchant or the merchant may be liable to repay funds received from us.

10.4. **Currency Exchange**

10.4.1. If a merchant chooses to quote the purchase price of goods or services in one currency and elects to have purchase funds settled to their bank account in a different currency, the merchant will be exposed to fluctuations in the exchange rate of those currencies during the period between payment by the consumer and when Latipay Payment Gateway remits funds for distribution to the merchant.

10.4.2. Currency exchange rate fluctuations may increase or decrease the transaction value for the merchant in their chosen settlement currency compared to the time the purchase was made.

10.5. **Account risks**

10.5.1. The accounts from which payments are taken may not have sufficient funds and the transaction may be rejected.

10.5.2. Account details provided to you which you pass to Latipay for either debiting or crediting may be incorrect or outdated resulting in unsuccessful transactions. Amounts paid to an incorrect account may not be recoverable, particularly if the account is outside Australia. You may also receive funds in error and be required to return those funds in the future.

10.5.3. A customer may dispute a charge or debit that has been processed and you will be required to refund any amounts required to be returned to the customer. In the case of online card payment services, if your prior chargeback history has been poor, a transaction may be reversed without notice to you following a cardholder dispute. In each case, Latipay may withhold from you (including by way of security or other collateral) or recover from you the value of the refund in order to provide the refund as required by the rules of the payment system.

10.5.4. Use of the service may be disrupted from time to time if third-party processors (banks, credit unions, etc) experience system failures or down time.

10.5.5. Failing to take adequate security precautions may result in unauthorised persons gaining access to your Account and processing unauthorised transactions. You should take proper precautions to protect your password and/or security details.

10.5.6. You will be liable for any unauthorised payments on the Account and you should take precautions to protect Account access.

10.5.7. For international FX remittance services or payments, Latipay relies on service providers such as Interchange Parties that will use a range of intermediaries, such as correspondent banks, based in other countries, and Latipay usually has no direct arrangement with the intermediaries. Transactions may be delayed due to technical or regulatory issues that arise for any entity involved in the transfer (including where an entity considers that further investigation is needed to manage risks of money laundering, fraud or scam).

10.5.8. International foreign exchange is subject to fluctuation in the value of currencies relative to each other. If one currency is exchanged for another currency at one time, it is possible for there to be sudden movements which would mean a substantial gain or loss (the latter of which you are liable for) where the exchange is reversed. Separate hedging arrangements are needed to manage these risks if you have large exposures.

11. Fees and costs

We receive the following fees in connection with our Latipay Payment Gateway.

11.1. **Processing fee**

11.1.1. We usually receive an agreed fee of the gross transaction volume for a merchant.

11.1.2. Your fee rate will be outlined in the Enterprise Merchant Agreement. As a merchant you must notify your customers if you are passing on to your customer the cost of any fees incurred by you in relation to your use of the Latipay Payment Gateway.

11.2. **How and when fees are paid**

11.2.1. The fee is deducted prior to transferring the funds to the merchant.

11.3. **Changes to processing fees**

11.3.1. Under the terms of the Enterprise Merchant Agreement, we can change the processing fee immediately upon written notice to the merchant. Also, if a payment from a consumer to a merchant is reversed, we are still entitled to our processing fee.

11.4. **Interest**

11.4.1. We are also entitled to all interest earned on funds we receive and hold on our merchant's behalf.

12.Dispute resolution

12.1. If you have a complaint or concern about any aspect of our Latipay Payment Gateway, please write to:

The Complaints Officer
Level 19, 10 Eagle
Street Brisbane City

QLD 4000 Australia

12.2. Alternatively, you can call on 02 7908 3012 or send an email to complaint@Latipay.net

12.3. Latipay will provide acknowledgement of receipt of written complaints within 5 business days, and seek to resolve and respond to complaints within 30 business days of receipt. We will investigate your complaint, and provide you with our decision, and the reasons on which it is based, in writing.

12.4. If you feel that your complaint has not been satisfactorily resolved., you are entitled to make a written complaint to:

12.5. The Australian Financial Complaints Authority (AFCA)

Complaints can be lodged via an email to info@afca.org.au

Telephone

(free call within Australia)

1800 931 678

Time: 9:00am–5:00pm AEST/AEDT weekdays

Calls from an international number add +61

International calls may incur a charge from your carrier

Mail

Australian Financial Complaints Authority Limited

GPO Box 3

Melbourne, VIC 3001

Fax

(03) 9613 6399

13.Privacy

13.1. The privacy of your personal information is very important to us. We will only collect, use and retain personal information which is necessary to provide you with access to, and information about, our services.

13.2. The below summarises our privacy policy:

13.2.1.Before or at the time of collecting personal information, we will identify the purposes for which information is being collected;

13.2.2.We will collect and use personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law;

13.2.3.We will only retain personal information as long as necessary for the fulfilment of those purposes;

13.2.4.We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned;

13.2.5. Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete and up-to-date;

13.2.6. We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorised access, disclosure, copying, use or modification; and

13.2.7. We will make readily available to customers information about our policies and practices relating to the management of personal information.

13.3. We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

13.4. You are entitled to request reasonable access to your personal information. We reserve the right to charge an administration fee for collating information requested.

13.5 We aim to ensure that the personal information we retain about you is complete, accurate and up-to-date. If you have any concerns about the completeness or accuracy of the information we have about you or you would like to access or amend your information, simply send an email to info@latipay.net

14. Director Authorisation

The Directors of Latitude Technologies have consented to and authorised the issue of this PDS.

15. Latitude Technologies Statement

15.1. Purpose

15.1.1. This statement is provided to help you decide whether to use the financial services we are authorised to provide

15.1.2. This statement, also provides you with information about the remuneration which Latipay Payment Gateway may receive and how any complaints you may have are handled. This statement is dated 7 August 2026.

Signature: Jamahl Webster

Jamahl Webster