

BACKGROUND

- A. This Master Subscription Agreement (“Agreement”) applies to any time limited free trial of the Services. If you purchase the Services, this Agreement will also apply separately to your purchase and ongoing use of those Purchased Services. By using the Services you agree to accept and be bound by the terms of this Agreement, as amended from time to time by Us.
- B. This Agreement is effective between You and Us upon the earlier of the date of You accepting this Agreement and, in the case of modifications, from the date of any subsequent use of the Services such use constituting acceptance of these modifications.
- C. The parties acknowledge that this Agreement is being entered into for business purposes and that the Services and Data Services will be used for primarily business purposes only.

1. DEFINITIONS

“Active Fund” means a Fund which is administered within the Services or the Data Services but excludes a De-activated Fund. An Active Fund which becomes a De-activated Fund during a month is still counted as an Active Fund as at the end of that month. The Standard Chart of Accounts and any test funds supplied with the Services are not Active Funds.

“Business Day” means a day on which banks are open for business in Brisbane excluding a Saturday, Sunday or public holiday in that location.

“Additional Components” are additional modules or components such as, but not limited to, ViewSuper that We may make available to You from time to time as part of the Services.

“Consequential Loss” means consequential loss, indirect loss, loss of revenues, loss of reputation, loss of profits, loss of bargain, loss of actual or anticipated savings and loss of opportunities, including opportunities to enter into arrangement with third parties.

“Data Transition” means moving some or all of the Fund information history contained in one system into the Services via manual or electronic means using the most effective means at Our disposal.

“Data Services” means the supply of transactions, pricing or other data which may be provided by Us or sourced by Us from third parties and provided to You where You elect to subscribe to or benefit from those individual services. Such services include but are not limited to bundled services such as the “Complete Package” as well as individual services such as pricing services, corporate actions services, contract note load services and other services as described on the SuperMate Website (<https://superconcepts.com.au/software>) from time to time.

“Data Services Fee” means the fee payable on a monthly basis for the Data Services, and calculated by reference to each Active Fund that uses the Data Services. The fee that will apply is the fee described on the SuperMate Website (<https://superconcepts.com.au/software>) at the relevant time.

“De-activated Fund” means any Active Fund which a user determines to be inactive and actions the necessary instruction in the Services or Data Services to de-activate the fund.

“Documentation” means the online documentation for the Services, which includes online help, and other supporting documentations accessible via the designated website advised by Us in writing to You, as updated from time to time.

“Error” means a defect in the Service to operate in accordance with the Documentation or a failure of the Service to operate in accordance with the Service’s ordinary use.

“Fund” means either (i) a Self-Managed Superannuation Fund as defined in the Superannuation Industry (Supervision) Act 1993 (Cth), or (ii) a Small APRA Fund which is a Regulated Superannuation Fund as defined in the Superannuation Industry (Supervision) Act 1993 which has less than 5 members and is not a Self Managed Superannuation Fund, or (iii) an individual portfolio of investment assets which do not comply with superannuation industry compliance or reporting requirements.

“GST” has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

“Hosted Components” means those parts of the Services which are provided and maintained by Us on Your behalf and to which You have access via the Internet. The Hosted Components include but are not necessarily limited to software, database and servers.

“Malicious Code” means any code, file, agent, program or script intended to cause undesired effects, security breaches or damage including, but not limited to, attack scripts, viruses, worms, time bombs, Trojan horses and backdoors.

“Onsite Components” means those parts of the Services which are provided by Us to You for the purposes of installing on Your computer which will be used to access the Hosted Components via the web browser.

“Order Form” means the executed ordering documents both real and virtual used for Purchased Services and Data Services hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein to this Agreement by reference.

“Purchased Services” means all and any Services that You use or purchase after the completion of the Trial Services (as defined in clause 2) and/or the lodgement of an Order Form.

“Services” means the software system provided by Us and accessed by You via designated websites as described in the Documentation or advised by Us in writing to You. The Services may consist of Hosted Components, Onsite Components and Additional Components.

“Subscription Fee” means the fee payable on a monthly basis for each Fund that uses the Purchased Services or Data Services and calculated by reference to each Active Fund or other such calculation as is reasonable in respect of the Purchased Service or Data Service and as described on the SuperMate Website (<https://superconcepts.com.au/software>) from time to time, or as provided to You directly by Us.

“Users” means individuals who are authorised by You to use the Services and Data Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include Your employees, consultants, contractors, clients and agents.

“Version Release” means an update to the Services which is developed by or on behalf of Us primarily to provide an extension, alteration, improvement or additional functionality to the Services.

“We,” “Us” or “Our” means SuperConcepts Software Services Pty Ltd ACN 063 307 700.

“You” or “Your” means the person, company or other legal entity for which you are accepting this Agreement.

“Your Data” means all electronic data or information relating to You or Your clients that is provided, entered or uploaded by You, Your Users, or by Your clients, or otherwise provided to Us by a third party at Your direction or with Your authority, in connection with the Purchased Services or Data Services.

“Client Data” means all electronic data or information relating to Your clients that is provided, entered or uploaded by You, Your Users, or by Your clients in connection with the Purchased Services or Data Services, and includes any Personal Information (as defined in the Privacy Act 1988 (Cth)) that identifies, or can reasonably be used to identify, an individual client. Client Data forms part of Your Data. For the avoidance of doubt, Client Data does not include any data or information that has been aggregated, anonymised, de-identified, obfuscated or otherwise altered such that it cannot reasonably be used to identify any individual client, including any trending, grouped or generalised data derived from Your Data as permitted under this Agreement.

2. FREE TRIAL

We may make the Services and/or the Data Services available to You on a trial basis (“Trial Services”) free of charge for an agreed period which will not exceed 30 days. In addition to the terms and conditions of this Agreement other terms and conditions pertaining to the use of the Trial Services may appear on the SuperMate web site at <https://superconcepts.com.au/software>. Any such additional terms and conditions are incorporated into this Agreement by reference and are binding. Any data You enter into the Trial Services during Your trial period may be permanently lost and you are providing any such data or information on the express understanding that this data or information may be permanently deleted on the completion of your trial or at any other time that We deem fit. Data Transition services are not available for Trial Services. Where We have agreed to provide services similar to Data Transition services for the express purpose of using Trial Services this information is not Your Data and may be deleted at our discretion.

You will review the Documentation during the trial period so that You become familiar with the features and functions of the Services before You apply for Purchased Services. If you did not use the Trial Services you agree to review the Documentation within 14 days of commencing the Purchased Services to ensure that the features and functions of the Services are what you require.

3. PURCHASED SERVICES

3.1 Provision of Purchased Services. We shall make the Purchased Services available to You upon receipt of a valid Order Form and pursuant to this Agreement whilst this Agreement is in effect. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

3.2 Cooling Off Period. You agree that this is a legally binding Agreement which requires each party to make all reasonable efforts to discharge and uphold certain responsibilities. You agree that where any party fails to make all reasonable efforts to achieve discharge and uphold their responsibilities, including but not limited to those responsibilities detailed in Section 4 of this Agreement, then that party acknowledges that they have caused damage to the other party and may be liable for any loss (excluding Consequential Loss) suffered by that damaged party.

4. USE OF THE SERVICES

4.1 Our Responsibilities. We shall:

- (i) grant You a non-exclusive, non-transferable, terminable license to use the Services whilst the Agreement is in effect

and You have not breached the Agreement,

- (ii) provide to You support and maintenance of the Services as defined in Section 13 (Support and Maintenance),
- (iii) provide the Purchased Services only in accordance with applicable laws and government regulations,
- (iv) seek to provide the Services free of Malicious Code, and
- (v) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for:
 - (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services or e-mail and which We shall schedule, to the extent practicable, during the weekend hours from 5:00 p.m. AEST Friday to 3:00a.m. AEST Monday), or
 - (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (whether involving the workforce of Us or any other party) or utility service, telecommunication network or Internet service provider failures or delays, or Malicious Code attacks.

4.2. Your Responsibilities. You shall

- (i) be responsible for Users’ compliance with this Agreement,
- (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data,
- (iii) use commercially reasonable efforts to prevent unauthorised access to or use of the Services, and notify Us promptly of any such unauthorised access or use,
- (iv) use the Services only in accordance with the Documentation and applicable laws and government regulations,
- (v) use any Data Services only with the Services, and
- (vi) be responsible for all Your expenses and costs associated with accessing the internet and connection to the Services and Data Services, any service fees associated with such access and connection, and for providing all computer equipment and software necessary for You to make such connection, including but without limitation, computer, modem and internet browser.

You shall not:

- (a) make the Services available to anyone other than Users,
- (b) sell, resell, rent or lease the Services,
- (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,
- (d) use the Services to store or transmit Malicious Code,
- (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein,
- (f) attempt to gain unauthorised access to the Services or their related systems or networks, or
- (g) use the Services other than for Your own internal business purposes.

4.3 Acknowledgements by You. You acknowledge that you may only access the Services and Data Services if You are a bona fide administrator of Funds and You intend to use the Services and Data Services to assist You in that administration or to trial the Services

for use in that administration. You acknowledge that you will use the Services and Data Services, including the application programming interface (API) capabilities, in a fair and reasonable manner. You may not access the Services for any other reason including but not limited to reviewing the Services or Data Services to gain competitive advantage for other software products, to pass information onto Our competitors, or to cause (or to plan to cause) a disruption in the Services or Data Services. You also may not access the Services or Data Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. You acknowledge that the Services are provided 'as is' and that We do not warrant or represent that the Services will be uninterrupted, error free or completely secure. You acknowledge that there are risks inherent in internet connectivity that could result in the loss of Your Data, privacy, confidential information and property and that you will not seek to hold or threaten to hold Us accountable for that loss. You acknowledge that the Services have various configuration items and settings, which will determine how it will operate. You further agree that You are responsible for ensuring that these configuration items continue to be set according to Your requirements and that You, not Us, are responsible for ensuring that the content and format of any output or calculation generated by the current or given configuration of the Services is adequate for its purposes and the requirements of any standards or legislation.

4.4 Data Security. We agree to maintain security and disaster recovery plans suitable for Our business model and which are intended to provide reasonable business continuity in respect of the Services. You agree to use all reasonable endeavours to ensure there is sufficient security and procedures in place on Your internal network in order to protect the security of Your Data. You acknowledge that Our database is a single unit and therefore We cannot restore Your Data for individual Funds. Where data restoration is requested We will determine if we can restore it to the date requested and if not what is the closest date that we can restore the data back to. You Agree that the older the data the less frequently we will permanently store backup copies and that restoration requests of more than 30 days prior will only be possible for certain limited dates. You further acknowledge that we will only be able to restore Your Data for all Funds at a time (which could potentially cause loss to Your Data for some individual Funds) and that it may take us up to 15 Business Days to restore Your Data. In all events, We shall not be responsible for any loss, destruction, alteration, security or disclosure of Your Data by You, any authorised Users or any third parties (including but not limited to Our internet service provider).

4.5 Data Provision, Authority and Requests Relating to Client Data.

4.5.1 Your warranty - authority and lawful basis. You warrant and represent that You have all rights and authority, and have provided all required notices, and obtained all required consents and/or have other lawful basis under the Privacy Act 1988 (Cth) and any other applicable law, to:

- (a) collect Client Data; and
- (b) provide and disclose Client Data to Us, and authorise Us to collect, access, use, store and otherwise process Client Data, in each case for the purposes of Us providing the Services and exercising Our rights under this Agreement.

4.5.2 Warranty regarding lawful disclosure / confidentiality. You warrant that providing Client Data to Us does not breach any duty of confidence or confidentiality owed to any third

party, and that You may lawfully disclose Client Data to Us for the purposes of this Agreement.

4.5.3 Requests from individuals (including withdrawal of consent / objections / access / deletion).

- (a) You are responsible for receiving, assessing and responding to any request or direction from an individual client relating to that individual's Personal Information (including any withdrawal of consent, objection, access request, correction request, or request for deletion).
- (b) If You determine that any such request requires Us to take action in relation to Client Data, You must promptly notify Us in writing and provide reasonable details sufficient for Us to identify the affected Client Data and the action requested.
- (c) We will comply with Your written instructions to restrict processing, return or delete affected Client Data to the extent the action is:
 - (i) reasonably practicable and technically feasible in the ordinary operation of the Services; and
 - (ii) not inconsistent with Our obligations under law, security and integrity requirements, dispute holds, or Our backup and long term storage processes.
- (d) For clarity:
 - (i) We are not required to remove the effects of Client Data from any aggregated, anonymised, de-identified, trending, grouped or generalised data; and
 - (ii) We are not required to delete Client Data from backups or long term storage except through normal cycling/overwriting processes, in each case to the extent permitted by law.

4.5.4 Our restrictions on use and disclosure.

- (a) We will not disclose Client Data to any third party except:
 - (i) to Our personnel and subcontractors/service providers (including hosting and infrastructure providers) who have a need to know for the purpose of providing, securing, maintaining or supporting the Services and who are bound by confidentiality and appropriate data protection obligations;
 - (ii) as required by law; or
 - (iii) with Your prior written consent.
- (b) We may collect, access, use and process Client Data only:
 - (i) to provide the Services;
 - (ii) for invoicing and billing calculations, gathering usage statistics, analysing storage and growth requirements, and performing maintenance and support including upgrades, audits, performance tuning and backups; and
 - (iii) to create, use and disclose aggregated, anonymised, de-identified, trending, grouped or generalised data derived from Your Data in accordance with this Agreement, provided that such data cannot reasonably be used to identify any individual.

4.5.5 Indemnity. You indemnify Us for loss arising from any claim, damage, penalty or liability caused by:

- (a) Your breach of clauses 4.5.1 or 4.5.2; or
- (b) Your failure to notify Us or provide adequate instructions under clause 4.5.3, except to the extent caused by Our breach of this Agreement or negligence. This indemnity is subject to the limitations and exclusions of liability in Section 10.

5. FEES AND PAYMENT FOR PURCHASED SERVICES AND DATA SERVICES

5.1 Subscription Fee. You shall pay the Subscription Fee specified from time to time. Unless otherwise advised by Us, the Subscription Fee is calculated as the maximum number of Active Funds which are using the Purchased Services during each calendar month, subject to a minimum of 25 Active Funds, multiplied by the Subscription Fee current as at the last day of the month. De-activated funds may be re-activated subject to the payment of all relevant Subscription Fees for the period during which the fund was a De-activated Fund in addition to a re-activation fee which is equivalent to 12 times the Subscription Fee. Except as otherwise specified herein

- (i) fees are quoted and payable in Australian dollars, and
- (ii) payment obligations are non-cancellable and fees paid are non-refundable.

5.2 Data Service Fees. You shall pay the Data Services Fee specified from time to time for any Data Services which you have agreed to use unless you have instructed Us to cease providing any Data Services and only if such instruction is outside of the minimum use period which, for the avoidance of doubt, is 30 days or another period specified by Us when You agreed to use the Data Services. Except as otherwise specified herein,

- (i) Data Services Fees are quoted and payable in Australian dollars and are exclusive of GST,
- (ii) payment obligations are non-cancellable and fees paid are non-refundable,
- (iii) use of Data Services does not require separate authority, and
- (iv) You are obligated to pay for any Data Services provided even if through a third party.

5.3 Minimum Use Period. You agree that you are liable for Purchased Services or Data Services for the first 12 months of the commencement of the service. We reserve the right to charge You a minimum fee equivalent to 12 months for 25 Active Funds (less any Subscription Fees received by Us from You) at the time you terminate the Purchased Services or Data Services within the first 12 months of the commencement of the Service.

5.4 Invoicing and Payment. You will provide Us with valid and updated credit card information, or with valid bank account details. You authorise Us to charge such credit card or debit such bank account for all Subscription Fees, or other services requested, used or consumed by You, until such time that this Agreement is terminated. Subscription Fees shall be calculated and payable monthly in arrears. You are responsible for maintaining complete and accurate billing and contact information in the Purchased Services and Data Services. In the event that You have not maintained billing and contact information or that you withdraw your approval for Us to use the billing and contact information You agree to reimburse us for all costs incurred in Us procuring payment of any amounts owed.

5.5 Overdue Charges. If any payments are not received from You by the due date, then at Our discretion, such charges may accrue interest on the outstanding balance per month at the rate of 3% above the ANZ Bank of Australia Business Finance "ANZ Reference Rate" applicable per annum, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

5.6 Suspension of Service and Acceleration. If any amount owing by You under this or any other Agreement for Our services is 10 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You or the Data Services delivered to You until such amounts are paid in full.

5.7 Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorised by the appropriate taxing authority.

5.8 GST. You agree to pay Us an amount equal to the GST payable on or for the taxable supply subject to You receiving a valid tax invoice in respect of the supply. Payment of this amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this Agreement and the GST shall be calculated at the rate that applies under the GST legislation at the date of the taxable supply.

5.9 Fee Changes. We may change the Subscription Fees or any of Our fees from time to time. We will provide You with at least 30 days' notice of any change.

6. PROPRIETARY RIGHTS

6.1 Our Rights. You acknowledge and agree that We own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.

6.2 Restrictions. You shall not

- (i) permit any third party to access the Services except as permitted herein,
- (ii) create derivative works based on the Services,
- (iii) copy, translate, frame or mirror any part or content of the Services,
- (iv) disassemble, decompile or reverse engineer the Services,
- (v) make modifications to the Services except as necessary to configure and customise the Service using the menus, options and tools provided for such purposes, or
- (vi) access the Services in order to
 - (a) build a competitive product or service, or
 - (b) copy any features, functions or graphics of the Services.

6.3 Ownership of Your Data. Except as set out in this Agreement, You exclusively own all rights, title and interest in and to all of Your Data.

6.4 Suggestions. We shall have a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You,

including Users, relating to the operation of the Services.

6.5 Rights Cumulative. The rights and remedies provided in this Agreement are cumulative with and do not exclude any rights or remedies provided by law.

7. CONFIDENTIALITY AND PRIVACY

7.1 Definition of Confidential Information. As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that

- (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,
- (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,
- (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or
- (iv) was independently developed by the Receiving Party.

7.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party,

- (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and
- (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.3 Protection of Your Data. Without limiting the above, You acknowledge that we cannot control the hosted service environment provided by Our third party internet service provider. We shall use our best endeavours to maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not

- (i) except for the purposes of encryption, modify Your Data,
- (ii) disclose Your Data except as compelled by law in accordance with Section 7.5 (Compelled Disclosure) or as permitted by law or by You, or
- (iii) access Your Data except to provide the Services including for the purposes described in Section 7.4 (Right to Access Specific Information), prevent or address service or technical problems, or at Your request in connection with customer

support matters.

7.4 Right to Access Specific Information. You grant Us the right to access specific information for the purposes of invoicing and billing calculations, gathering usage statistics, analysing storage and growth requirements, and performing maintenance and support including upgrades, audits, performance tuning and backups. You further grant Us the right to access specific information for the purpose of publishing, distributing or selling trending data, grouped or generalised data that has been derived from Your Data in whole or in part so long as Your Data cannot be individually identified (and subject to Section 7.7 Privacy).

7.5 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party that it is required to disclose by any applicable law or legally binding order of any court, government, semi- government authority, administrative or judicial body or as a requirement of a stock exchange or regulator provided the Receiving Party

- (i) discloses only the minimum Confidential Information required to comply with the applicable law, order or requirement,
- (ii) gives the Disclosing Party reasonable written notice of the full circumstances of the required disclosure and the Confidential Information which it proposed to disclose before making such disclosure, and
- (iii) consults with the Disclosing Party as to the form of the disclosure.

7.6 Press Releases and Marketing. Each party permits the other party to publicly disclose its name as a user or supplier (as the case may be) of the Services in order to promote that party’s business provided any press or other media release or marketing publications which name a Party must first be approved by the other party. Approval will not be unreasonably withheld and the other party will respond to a request within a reasonable time.

7.7 Privacy. Each party warrants and represents to the other that in relation to this Agreement, that party shall comply with all of the requirements of the Privacy Act 1988 (Cth).

8. WARRANTIES AND DISCLAIMERS

8.1 Our Warranties. We warrant that (i) the Services shall perform materially in accordance with the Documentation, and (ii) the Services will be provided with due care, skill and diligence. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 11.2 (Termination) and Section 11.3 (Refund or Payment upon Termination) below.

8.2 Mutual Warranties. Each party represents and warrants that

- (i) the execution and delivery by it of this Agreement has been properly authorised and
- (ii) it has full corporate power to execute, deliver and perform its obligations under this Agreement.

8.3 Disclaimer. Except as expressly provided herein, neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

8.4 Consumer guarantees. You may have certain rights under the Australian consumer law. These include consumer guarantees that the services We provide to you will be carried out by us with

due care and skill, will be fit for the purpose disclosed and will be supplied within a reasonable time. The terms of this Agreement do not exclude or limit these guarantees or any other statutory rights that you may have under applicable laws.

9. DATA SERVICES

9.1 Data Services Provided 'as is'. We may provide you with access to Data Services offered by third parties or by Us in conjunction with the Services. You have agreed that Your use of the Data Services is on an "as is" basis and We make no representation or commitment and shall have no liability or obligations whatsoever in relation to the content, accuracy, quality or use of, any Data Services irrespective of whether they are provided by Us or a third party. You agree that You are solely responsible for ensuring that any Data Services are providing You with the correct outcome based on Your needs.

Such Data Services may be subject to additional terms and conditions imposed by the relevant third party provider of the Data Service as well as by Us and You agree to be bound by such additional terms and conditions in respect of Your use of those Data Services as if they were a part of this Agreement.

9.2 Permitted use. The Data Services may only be used in conjunction with the Services provided under this Agreement and may not be used for any other purposes, sold or extracted from the Services, supplied to any third party or used to provide advice.

9.3 Notification of misuse. If You become aware of any misuse of the Data Services, You must notify Us within 5 days.

9.4 Unsubscribing. In the event that You wish to unsubscribe from such Data Services, You agree to provide Us with 30 days written notice. You further agree that termination must not occur within the first 12 months from the commencement of Your use of the specific Data Service You wish to discontinue. In the event that We can no longer provide You with access to such Data Services in conjunction with the Services, We will use reasonable endeavours to provide You with 30 days written notice.

10. INDEMNITY AND LIMITATION OF LIABILITY

10.1 Limitation of Liability. Subject to clause 8.4, in no event shall either party's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the total amount paid by You hereunder or, with respect to any single incident, the amount paid by You hereunder in the 12 months preceding the incident. The foregoing shall not limit your payment obligations under Section 5 (Fees and Payment for Purchased Services).

10.2 Exclusion of Consequential Loss. Subject to clause 8.4, neither Party has any liability to the other Party or to any indemnified party for any Consequential Loss however caused (including by the negligence of Us, a related body corporate of Us, or a third party service provider to Us) suffered or incurred by the other party in connection with this Agreement (including under any indemnity).

10.3 Indemnification by You. You agree to indemnify Us and keep Us indemnified against all actions, claims, costs, demands, damages or liability arising in any manner from a breach by You of the terms of this Agreement and from any claim, action, costs, demands, damages or liability arising from any action initiated or joined by Your previous, current or future staff, employees,

advisers, consultants, or other associated entities and anyone who is Your client or anyone who was previously Your client.

11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the date determined in accordance with paragraph B of the Background and continues until terminated.

11.2 Termination. Either party may terminate this Agreement at any time if

- (i) a receiver is appointed for the other party or its property,
- (ii) the other party makes an assignment for the benefit of its creditors,
- (iii) proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law,
- (iv) the other party liquidates or dissolves or attempts to do so,
- (v) the other party commits any breach of a material obligation hereunder which it fails to cure within 10 Business Days of receiving written notice or which is by its nature incurable,
- (vi) by giving at least 30 days written notice subject to Section 5.3 (Minimum Use Period).

If You elect to use the Services for a free trial period and do not apply for Purchased Services before the end of that period, this Agreement will terminate at the end of the free trial period or any other period notified to You by Us.

11.3 Refund or Payment upon Termination. Upon any termination for cause by You, we shall refund you any fees that are paid after the termination date or any fees that were paid by you for the period that is the subject of the cause of termination, as reasonably determined and agreed to by Us. In no other event shall any termination relieve You of the obligation to pay any fees payable to Us for the period, including the Minimum Use Period, prior to the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the month after the effective date of termination.

11.4 Return of Your Data. In the case of Termination of this Agreement

- (i) by You, You acknowledge that You have taken whatever steps necessary to secure copies of Your Data using the Services ability to print reports or otherwise extract the necessary elements of Your Data and that We are not required to provide any further assistance to You in relation to Your Data, or
- (ii) by Us, You acknowledge that You will take whatever steps necessary to secure copies of Your Data using the Services ability to print reports or otherwise extract the necessary elements of Your Data within 30 days of our notification to Terminate this Agreement and your access to the Services. In any event either, following your notification to Terminate to Us, or 30 days after Our notification to Terminate to You, We will have no obligation to maintain or provide any of Your Data and shall thereafter, to the extent permitted by law, delete all of Your Data in Our systems or otherwise in Our possession or under Our control. You agree that in the event that Your data has been aggregated into trending, grouped or generalised data as permitted under this Agreement We are not obliged to remove the effects of Your Data from this information. You further agree that We are not obliged to remove Your Data from any backup storage or other long term storage mechanisms used by Us in the provision of the Services. You may request that We make available to You a

file of Your Data. We may not be able to provide this file to You. If we can provide this file to You, We will include Active Funds only and provide it in a comma separated value (.csv) format, or other format as determined by Us, along with attachments in their native format. At Our sole discretion, we may charge an additional fee for providing this file to You.

11.5 Termination Duties. Within 30 days after termination, You shall deliver to Us or destroy all copies of Our Confidential Information in every form and all copies of Onsite Components which may be installed.

11.6 Modification to Terms. We reserve the right to modify the terms and conditions of this Agreement or Our policies relating to the Service at any time. We may modify the terms and conditions of this Agreement by posting the revised terms on Our SuperMate Website. Your continued use of the Services after the effective date of the revised Agreement terms and conditions constitutes your acceptance of the revised Agreement terms and conditions.

11.7 Surviving Provisions. Section 3.2 (Cooling Off Period), Section 4.5 (Data Provision, Authority and Requests Relating to Client Data), Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Data Services), 10 (Indemnity and Limitation of Liability), 11.3 (Payment upon Termination), 11.4 (Return of Your Data), 12 (Notices, Governing Law and Jurisdiction) and 15 (General Provisions) shall survive any termination or expiration of this Agreement.

12. NOTICES, GOVERNING LAW AND JURISDICTION

12.1 Giving Notice. Any notice to be given under this agreement must be in legible writing. To be effective, any notice must be either delivered (personally, by ordinary mail or by registered mail), or by e-mail to support@supermate.com.au or by any other electronic means agreed between the parties in writing. A notice delivered in person is deemed delivered when delivered to the addressee. A notice given by ordinary or registered mail is deemed delivered 3 Business Days from and including the date of postage. A notice given by e-mail or other agreed electronic means is deemed delivered at the time the transmission is completed if that is before 4pm (addressee's time) on a Business Day or, if not, then on the next Business Day. An e-mail transmission, or other electronic means, is regarded as legible unless the addressee telephones the sender within 15 hours after transmission is received, and is regarded as received, unless the sender receives a non-delivery notification within 4 hours of sending it.

12.2 Agreement to Governing Law and Jurisdiction. This Agreement is governed by the laws of Queensland. Each party irrevocably submits to exclusive jurisdiction of the courts of Queensland.

12.3 Click wrap agreement. Each party acknowledges that this click wrap Agreement is legally binding and enforceable.

13. SUPPORT AND MAINTENANCE

13.1 Support and Maintenance. Standard support and maintenance is provided as part of the Service whilst this Agreement is in effect. Sections

13.2 (Standard Support and Maintenance Inclusions) and 13.3 (Exclusions from Standard Support and Maintenance) define the scope of standard support and maintenance included in the

Service. Any supplementary services will be charged at the standard consulting fee applicable at the time.

13.2 Standard Support and Maintenance Inclusions. Standard support and maintenance includes

- (i) help desk support via online or phone based communication consisting of
 - (a) answering product use questions,
 - (b) diagnosing problems and
 - (c) using reasonable efforts to provide assistance with problem resolution,
- (ii) access to online support materials,
- (iii) commercially reasonable efforts by Us to correct any Errors determined by Us to exist in the Service,
- (iv) nightly database backups of Purchased Services,
- (v) monitoring performance of the Hosted Components of the Purchased Services,
- (vi) maintenance of Hosted Components and Onsite Components of Purchased Services as deemed required by Us based on the outputs from performance monitoring,
- (vii) recovery to the most recently available backup in the event of failure of the Hosted Components of the Purchased Services which resulted in data loss or corruption, and
- (viii) at our sole discretion, We will make available and enforce application of certain major and interim Version Releases of the Purchased Services or Data Services.

13.3 Exclusions from Standard Support and Maintenance. The following are excluded from standard support and maintenance

- (i) on-site support unless deemed necessary at Our sole discretion,
- (ii) business analysis, business related advice (such as advice on how to process investments, or corporate actions etc) and any other consulting services,
- (iii) training other than that provided as part of the online support materials,
- (iv) Data Transition,
- (v) support of any features which have been added to or combined with the Services by You or any third party without Our written approval,
- (vi) inaccurate or incomplete data caused by operator erroneous action or inaction,
- (vii) rectification of Errors caused by not using the Services in accordance with Documentation,
- (viii) correction of any data errors irrespective of cause, and
- (ix) advice or assistance on any enquiry that has resulted after unauthorised insertion of information into the database by any means other than the standard data entry options available within the Service.

We will use reasonable endeavours to assist you to resolve your question or issue in a reasonable timeframe. However, we do not guarantee that we will be able to resolve any question or issue you have in Your desired timeframe in respect of the Services.

13.4 Your Support Obligations. You must make all reasonable efforts to investigate and diagnose problems using available online support materials provided as part of the Services before contacting Us. You agree that the Services have various configuration items, which determine how it will operate. You further agree that You are responsible for ensuring that these configuration items continue to be set according to Your requirements and that You are responsible for ensuring that the content and format of any output or calculation generated by the Services is adequate for Your purposes and the requirements of any standards or legislation.

13.5 Support of Products Bundled with Our Services. We will be responsible for providing support for the Services unless otherwise stated for a specific service. You will not contact the provider of any of the Data Services directly unless You have a license agreement in place directly with that provider.

13.6 Support Contact. We may require that, to access support services, Users of the Purchased Services maintain a minimum level of knowledge, determined solely at Our discretion. If We form the view that a User does not have the minimum level of knowledge required, We may advise You of the reasons and recommend suitable training. If the recommended training is not undertaken, We reserve the right to suspend support services for that User.

13.7 Support Hours. We will provide support Monday to Friday except public holidays in Brisbane, Queensland from 9am to 5pm, AEST ("Support Hours").

13.8 Urgent Support. We may provide urgent support outside the Support Hours by telephone if it is requested by You and We have resources available to fulfil that request. Urgent Support is charged at 150% of our hourly consulting charges and is charged in minimum 4 hour blocks.

14. DATA TRANSITION

14.1 Data Transition. We may assist You with a Data Transition from Your legacy system into the Services for a fee. The fee charged for this assistance is on an as-is basis and does not constitute a separate agreement or guarantee any outcomes. You acknowledge that the outcome of Data Transition is very reliant on the quality and completeness of any data that You have provided Us and You further acknowledge that Our assistance is provided on the basis of reasonable endeavours.

14.2 Format. You have responsibility for ensuring that all data must be provided in a specified format to allow a successful data transition.

14.3 Additional Fees. We reserve the right to quote a higher fee if we determine that there is an extensive amount of work required to successfully transition your data.

14.4 Data Transition and Quality of Data. Data Transition does not include any quality checking or the correction of incorrect or missing data by Us. You have responsibility for ensuring that Your Data in the Services is accurate following the completion of the transition.

14.5 Current Financial Year Transactions. Current financial year transactions are not migrated as part of data transition We will only transition your data as of last financial year close.

14.6 Data Transition Testing. When We perform the Data Transition for You, You will be requested to review and test

Your Data at the conclusion of the project. You will need to either confirm to us that You accept the Data Transition or advise of any issues which have been identified. If We do not receive confirmation or advice of any issues within 10 Business Days of Us having notified You that the Data Transition has been completed, We will deem you have accepted the Data Transition is correct and commence charging the Subscription Fee in relation to the Fund or Funds transitioned. You agree You are liable for this fee.

15. GENERAL PROVISIONS

15.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

15.2 Waiver and Cumulative Remedies. Waiver of any right, power, authority, discretion or remedy arising on default under this agreement must be in writing and signed by the Party granting the waiver. A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy created or arising on default under this agreement does not result in a waiver of that right, power, authority, discretion or remedy.

15.3 Severability. If either party considers a term of this agreement is unlawful and unenforceable, both parties must continue to perform all their obligations under this agreement until a final decision is made by a court of competent jurisdiction on the lawfulness and enforceability of the term, unless both parties agree otherwise. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

15.4 Legal Fees. You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.4 (Invoicing and Payment).

15.5 Assignment. You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent.

15.6 Entire Agreement. This Agreement and all Order Forms constitutes the entire agreement between the parties and supersedes all prior representations, agreements, proposals, statements and understandings whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. In the event that we update the Agreement, any use of the Services by You after we have posted the updated Agreement on Our SuperMate Website, or after You have been notified that the Agreement has been updated, constitutes your acceptance of the updated Agreement.

15.7 Third party rights. Unless expressly provided in this Agreement, no term of this Agreement is enforceable by any person who is not a party to it

CUSTOMER DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This is your Direct Debit Service Agreement with SuperConcepts Software Services Pty Ltd (314011) ABN 92 063 307 700. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

For enquiries, you can contact us directly or alternatively contact your financial institution. Contact should be made at least 7 working days prior to the next scheduled drawing date. You may contact us as using the details at the bottom of this form. All communication addressed to us should include your Site ID or Customer Number.

Definitions

"Account" means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

"Agreement" means this Direct Debit Request Service Agreement between you and us.

"Banking Day" means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

"Debit Day" means the day that payment by you to us is due.

"Debit Payment" means a particular transaction where a debit is made. "Direct Debit Request" means the Direct Debit Request between us and you.

"Us" or "We" means SuperConcepts Software Services Pty Ltd (314011) you have authorised by requesting a Direct Debit Request.

"You" means the customer who has signed or authorised by other means the Direct Debit Request.

"Your Financial Institution" means the financial institution nominated by you on the DDR at which the account is maintained.

1. Payments will be debited on the due date. If the scheduled date is not a banking day, the debit will take place on the next banking day.
2. By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

We will only arrange for funds to be debited from your account if we have sent to the email address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.
3. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
4. We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least 14 days written notice.
5. You may change this DDR by providing us with at least 7 days notification.
6. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.

If there are insufficient clear funds in your account to meet a debit payment:

- You may be charged a fee and/or interest by your financial institution;

- You may also incur fees or charges imposed or incurred by us; and
- You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

You should check your account statement to verify that the amounts debited from your account are correct.

7. If you believe that there has been an error in debiting your account, you should notify us directly on 1300 023 170 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.

If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

9. You should check:
 - With your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
 - Your account details which you have provided to us are correct by checking them against a recent account statement; and
 - With your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

10. We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

- To the extent specifically required by law; or
- For the purposes of this agreement (including disclosing information in connection with any query or claim).

11. If you wish to notify us in writing about anything relating to this agreement, you should write to:

SuperConcepts Software Services Pty Ltd

PO Box R476, Royal Exchange NSW 1225

We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

Any notice will be deemed to have been received on the third banking day after posting.

Phone: 1300 023 170

Email: sales@superconcepts.com.au

Website: superconcepts.com.au/software

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