

### **Software as a Service Terms and Conditions**

This agreement is entered into between eSTM Pty Ltd ("Provider") offering a software application known as Smart Tax Manager ("Software" or STM) and the Customer ("Customer") have agreed that Provider will make the cloud-hosted Software available for and to the Customers.

By registering to use our Software and selecting "accept" to our Terms and Conditions you hereby agree to be bound by these Terms and Conditions. You must discontinue using the Software if you do not accept this Terms and Conditions. Your continued use of the Software will signify your acceptance to the terms and conditions including any of the changes.

- 1. <u>DEFINITIONS</u>. The following quoted terms shall have the following meanings whenever used in this Agreement.
  - 1.1. "Authorized Named User" means an end user of the Customer that has an account registered with Customer and has been given access by Customer to use the Services.
  - 1.2. "Customer Data" means a subset of Confidential Information that is comprised of Customer's data obtained, used in, or stored as the result of the use of the Services.
  - 1.3. "Documentation" means the Software's standard user manuals and any other accompanying documents related to the Software delivered to Customer during Implementation.
  - 1.4. "Implementation" means the process for gathering requirements, configuring, testing, training, and integrating the Software for Customer's use, as set forth in a Statement of Work.
  - 1.5. "Initial Term" means three (3) years from the Effective Date.
  - 1.6. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which Provider Software, was in the state of "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Provider SLA Exclusion (defined herein).
  - 1.7. "Maintenance and Support" means Provider's standard maintenance and support.
  - 1.8. "Registry" means the Australian Share registry and/or international equivalent share registry databases including but not limited to computer share databases.
  - 1.9. "Software" means Provider's Smart Tax Manager (STM) software and shall include only the modules specified in Appendix B or Change Order thereto.
  - 1.10. "Services" means the services provided by Provider to Customer for the integration, implementation, and use of the Software, including but not limited to, hosting the Software, any customization, Maintenance and Support, and Additional Services offered or accessed through the Software and as provided in detail in an applicable Statement of Work.



- 1.11. "Portfolio" means typically a person's or an institution's entire collection of investments or financial assets, including stocks, bonds, real estate, mutual funds and other securities.
- 1.12. "Specifications" means Provider's specifications for the Software, as set forth in Appendix B.
- 1.13. "Data Retention Policy" means Provider's standard data retention policy.
- 1.14. "Upgrades" is defined in Section 3.1(a) below.

#### 2. **SOFTWARE DELIVERY.**

- 2.1. <u>Right to Access and Use Software</u>. Provider hereby grants Customer a non-exclusive, non-transferable, non-perpetual, limited right to use and make available the Software to Customer's Authorized Named Users during the Term, subject to Section 2.2 below.
- 2.2. <u>Restrictions on Software Use</u>. This Agreement grants the Customer a limited right to access and use the Software for the number of Authorized Named Users. The Software is not sold, and Customer receives no title to or ownership of any copy or of the Software itself. Furthermore, Customer receives no rights to the Software other than those specifically granted in Section 2.1 above. Without limiting the generality of the foregoing, Customer shall not:
  - (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sub-subscribe the Software;
  - (b) allow third parties to exploit the Software;
  - (c) sub-license the Software;
  - (d) reverse engineer, decompile, or attempt to derive any of the Software's source code, or
  - (e) remove or modify any program markings or any notice of Provider's proprietary rights
  - 2.3. <u>Termination of Software Use.</u> We reserve the right to terminate, restrict, or suspend your access and use of the Software at any time at our own discretion. We will take into consideration of the circumstances including but not limited to requests by law enforcement, any breach in the terms and conditions, or any inappropriate or unlawful activities. Termination pursuant to this clause will not affect any rights or remedies the Provider will have.

#### 3. UPDATES AND SERVICE LEVELS.

- 3.1. <u>Provision of Updates and Maintenance</u>: Provider shall maintain and update the Software as follows during the Term:
- (a) Provider shall provide standard support and maintenance for the Software in accordance with Appendix A. Customer Data shall be retained by Provider in accordance with Provider's standard Data Retention Policy. Provider will routinely update the Software to address any security



updates, bug fixes, or responsiveness matters quarterly or as is required pursuant to Section 3.2 below or otherwise. Provider may update the Software to add any new features or functions, incorporate any improved process changes, and/or implement any performance-enhancing modifications, if applicable ("Upgrades").

- (b) Each Upgrade will constitute an element of the Software and will be subject to this Agreement's terms regarding Software, including, without limitation, subscription, warranty, and indemnity terms.
- 3.2. <u>Service Level Availability</u>: Provider will use commercially reasonable efforts to make Software available with a Monthly Uptime Percentage of at least 99.95%, in each case during any monthly billing cycle or calculated as such if billed annually (the "Service Commitment"). The Service Commitment does not apply to any unavailability, suspension or termination of Software, or any other Software performance issues:
  - (a) caused by factors outside of Provider's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Provider;
  - (b) that result from any actions or inactions of Customer or any third party;
  - (c) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control);
  - (d) that result from any maintenance as provided for pursuant to this Agreement; or
  - (e) arising from Provider's suspension and termination of Customer's right to use Software in accordance with this Agreement (collectively, the "Provider SLA Exclusions").
  - 3.3. Share registry data access: Software is setup to use share registry data with each Share Registry. By disclosing their SRN or HIN and Postcode to the eSTM Platform/Application and setting up the service, the Customer is deemed to have given their consent to the Registries sharing data with the eSTM user via this service. eSTM will retrieve the Investor's holding and payment data from each Registry on an as required basis.
  - 3.4. Cryptocurrency portfolio data access: To process cryptocurrency tax data the Software requires API access for certain accounts which may be aggregated for the Customer using the eSTM Platform/Application. By disclosing their portfolio, wallet information and any API Key, the Customer is deemed to have given their consent to eSTM to access the Customers' Cryptocurrency portfolio and wallet information. eSTM will retrieve the Customer's cryptocurrency holding and portfolio data from each platform on an as required basis.

#### 4. **FEES.**

- 4.1. <u>Software Subscription Fees.</u> All software subscription fees and any other applicable fees for the Initial Term of this Agreement, as set out in Appendix A, shall be invoiced quarterly in advance.
- (a) Customer agrees to make all payments to Provider within thirty (30) calendar days after receipt



of invoice. Late invoices will incur a late payment fee of 1.5% or the maximum allowable under the law, whichever is less. If the Customer's account is sixty (60) days or more overdue, Provider reserves the right with prior written notice to withhold performance of its obligations under this Agreement, without liability, until such payments are paid in full.

- (b) The software subscription fees as provided is only valid for the number of Authorized Named Users. Should the Customer wish to add any additional Authorized Named Users during the Initial Term of this Agreement or acquire additional features and modules, such may be purchased at an additional cost.
- 4.2. <u>Additional Services.</u> The Software is compatible with additional optional services (collectively "Additional Services"). All Additional Services shall be invoiced by Provider to Customer upon the request of such services by Customer at the pricing and rates current at such time. All invoices shall be subject to and paid according to Section 4.1(a).

#### 5. Intellectual Property Rights & Feedback.

- 5.1. Intellectual Property Rights in the Software. Provider retains all rights, title, and interest in and to the Documentation and Software, including but not limited to, the Services and any Upgrades, as well as any related methodologies, techniques, processes, and instruction developed by Provider and used while performing the Services (collectively "Provider IP") for Customer under this Agreement and an applicable Statement of Work. Nothing in this Agreement shall be construed to grant Customer any ownership rights, title, or interest in the Provider IP except to the extent of the limited subscription rights specifically set forth in Section 2.1. Customer recognizes that the Software and its components are protected by copyright and other laws. Customer shall not (and shall not allow or cause any third party to) reverse engineer, disassemble, alter, or otherwise translate the Software, Documentation, Services or Upgrades.
- 5.2. <u>Feedback</u>. Customer hereby grants Provider a perpetual, irrevocable, unrestricted, worldwide license to use any Feedback (as defined below) that the Customer communicates to Provider during the Term, without compensation or any obligation to report on such use, and without any other restriction. Such rights shall include, without limitation, the right to exploit Feedback in any way and the right to grant sublicenses. Feedback will not be considered Customer's Confidential Information. ("<u>Feedback</u>" refers to any suggestion or idea for modifying any of Provider's products or services, including all intellectual property rights therein.)

#### 6. CONFIDENTIAL INFORMATION.

- 6.1. <u>Confidential Information Defined</u>. "Confidential Information" refers to the following types of material or content one party to this Agreement ("Discloser") discloses to the other ("Recipient"):
  - (a) any information Discloser marks or designates as "Confidential" at the time of disclosure; and
  - (b) any other nonpublic, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be known by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure.



- (c) Notwithstanding the foregoing, Confidential Information does not include information that:
  - (i) is in Recipient's possession at the time of disclosure;
  - (ii) is independently developed by Recipient without use of or reference to Confidential Information;
  - (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or
  - (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.
- 6.2. <u>Nondisclosure</u>. Recipient shall not use Confidential Information for any purpose other than to facilitate this Agreement (the "Purpose"). Recipient:
  - (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Article 6; and
  - (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent.
  - (c) Notwithstanding the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but with no less than reasonable care.
  - (d) Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention.
  - (e) Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense.
- 6.3. <u>Injunction</u>. Recipient agrees that breach of this Article 6 would cause Discloser irreparable injury, for which monetary damages would be inadequate, and in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage.
- 6.4. <u>Retention of Rights</u>. This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all right, title, and interest in and to all Confidential Information.

#### 7. DATA PRIVACY & SECURITY.



- 7.1. <u>Customer Data.</u> Customer Data, which shall also be known and treated by Provider as Confidential Information (collectively "Customer Data"), shall include the following:
  - (a) Data collected, used, processed, stored, or generated by the Customer as the result of the use of the Software and the Services, including any personal identifiable information ("PII") and any information related to payment processing, such as credit card numbers and ACH account numbers. Customer Data is and shall remain the sole and exclusive property of Customer and all right, title, interest in the same is reserved to Customer. For all purposes of this Agreement, Customer shall be responsible for determining the way any type of Customer Data will be collected, stored, and processed and for determining the purpose for processing the information.
  - (b) Information the Customer transmits to us is entirely at your own risk although the Provider undertakes to take reasonable steps to preserve such information in a secure manner.
  - 7.2. Provider Use of Customer Data. Customer hereby grants Provider a limited right to access, process, collect, store, generate, display, and use Customer Data for the sole purpose of providing the Software and Services to Customer. Provider shall keep and maintain Customer Data in strict confidence and shall not allow any third parties to use, disclose, or access Customer Data without Customer's prior written consent. Notwithstanding the foregoing, Provider may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Provider shall give Customer notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at customer's expense.
  - 7.3. <u>Data Security.</u> The Parties shall each be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Customer Data; protect against any anticipated threats or hazards to the security of Customer data, protect against unauthorized disclosure, access to, or use of Customer Data, ensure the proper disposal of Customer Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.

#### 8. REPRESENTATIONS & WARRANTIES.

#### 8.1. <u>From Provider</u>.

- (a) Re: Function. Provider represents and warrants that, during the Term, the Software will perform materially in accordance with its Software Specifications set forth in Appendix B.
- (b) Re: Intellectual Property Rights in the Software. Provider represents and warrants that it owns the Software, and has the power and authority to grant the rights in this Agreement without the further consent of any third party. In the event of a breach of the warranty in this Subsection 8.1(b), Provider, at its own expense, will promptly take the following actions:
  - (i) secure for Customer the right to continue using the Software;
  - (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality



listed in the Specifications. In conjunction with Customer's right to terminate for breach where applicable and the provisions of Section 9.1 below, the preceding sentence states Provider's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Subsection 8.1(b) and for potential or actual infringement by the Software. Provider's representations and warranties herein shall not apply to the extent any infringement arises out of any conditions listed in Subsection 9.1 (a) - 9.1(e) below.

- 8.2. <u>From Both Parties</u>. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required hereunder.
- 8.3. <u>From Customer</u>. The Customer represents and warrants that:
  - (i) they will not interfere, disable, circumvent any access control measures or security features of the Software and Services in any way;
  - (ii) the Customer will not charge, mortgage or otherwise encumber the Software in any way.
  - (iii) they have not relied upon any representations made by the Provider other than as set out in this Agreement.
- 8.4. <u>Virus Disclaimer</u>. The Provider will use reasonable endeavours to take due care in ensuring that the Software, and our system are free of any virus, worm, Trojan horse and/or malware. The Provider is not responsible for any damage to the Customer's computer system which arises in connection with your use of our Software or any linked website/service.
- 8.5. <u>Warranty Disclaimers</u>. Except for the express warranties in Sections 8.1 and 8.2 above, PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider does not warrant that the Software will perform without error or that it will run without immaterial interruption. Provider provides no warranty regarding, and will have no responsibility for, any claim arising out of:
  - (a) a modification of the Software made by anyone other than Provider, unless Provider approves such modification in writing; or
  - (b) use of the Software in combination with any operating system not authorized or specifically forbidden in the Specifications or Documentation or with hardware or software.
  - (c) Unavailability of the Services due to the AWS Servers hosting the Software going down or experiencing a failure, malfunction or breach.

#### 9. INDEMNIFICATION.

9.1. Provider Indemnity. Provider shall defend and indemnify Customer and its officers, directors,



shareholders, parents, subsidiaries, agents, successors, and assigns against any third-party claim, suit, or proceeding arising out of, related to, or alleging infringement of any patent, copyright, trade secret, or other intellectual property right by the Software. Provider's obligations set forth in this Section 9.1 do not apply to the extent that a claim arises out of:

- (a) Customer's breach of this Agreement;
- (b) revisions to the Software made without Provider's written consent;
- (c) Customer's failure to incorporate Upgrades that would have avoided the alleged infringement, provided Provider offered such Upgrades without charges not otherwise required pursuant to this Agreement;
- (d) Provider's modification of Software in compliance with Customer's specifications;
- (e) unauthorized use of the software by third parties; or
- (f) use of the Software with hardware or software not provided by or approved of by Provider.
- 9.2. <u>Customer Indemnity.</u> Customer shall defend and indemnify Provider and its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns against any claim, loss, action or damage incurred that the Customer might suffer to the extent arising from any unauthorized use of the Services by the Customer.
- 9.3. <u>End User Indemnity.</u> Customers and the Customers end users shall defend and indemnify Provider and its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns against any claim, loss, action or damage incurred that the Customers end user might suffer to the extent arising from unauthorized use of the Services provided by the Provider.
- 9.4. <u>Litigation & Additional Terms</u>. Provider's obligations pursuant to Section 9.1 above will be excused to the extent that Customer's or any of Customer's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Provider will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Customer will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.

#### 10. LIMITATION OF LIABILITY.

- 10.1. <u>Liability Cap</u>. Provider's liability arising out of or related to this Agreement shall in no event exceed the Subscription Fee paid by Customer within the twelve (12) months preceding the claim.
- 10.2. Exclusion of liability: The Provider is not responsible for any damage to the Customer, the Customer's end user or any third-party computer system which arises in connection with:
  - (a) the unauthorised use of the Software or any third party linked therefrom;



- (b) any data breach, data loss or loss of availability of the AWS cloud servers which host the Software; and
- (c) possession, access, use and malfunction of the Software arising from the Customer's computer failure or malfunction.
- 10.3. <u>Exclusion of Consequential Damages</u>. IN NO EVENT WILL PROVIDER BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 10.4. <u>Clarifications & Disclaimers</u>. THE LIABILITIES LIMITED BY THIS ARTICLE 10 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 10, Provider's liability will be limited to the maximum extent permissible by law. For the avoidance of doubt, Provider's liability limits apply to Provider's affiliates, providers, agents, sponsors, directors, officers, employees, consultants, and other representatives.
- 10.5. <u>Consumer Law</u>. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations apply only to the fullest extent permitted by law in the applicable jurisdiction.
  - The application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) to this agreement (by virtue of any law relevant to this agreement) is excluded.
- 10.6. Exceptions to Limitation of Liability. Sections 10.1 (*Liability Cap*) and 10.3 (*Exclusion of Consequential Damages*) above do not apply to:
  - (a) claims pursuant to Article 9.1 above (Indemnification); or
  - (b) claims for attorneys' fees and other litigation costs recoverable by the prevailing party in any action.

#### 11. TERMINATION & RENEWALS.

- 11.1. Termination for Cause. Either party may terminate this Agreement for:
  - (a) the other's material Breach upon thirty (30) day's written notice, provided that the other party shall first have the opportunity to cure such breach before the effective date of termination; or
  - (b) any party becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.2. <u>Termination for Convenience</u>. Customer may terminate this Agreement for convenience upon thirty (30) days advance written notice to Provider. Upon termination, Customer shall be



- immediately liable to Provider for the payment of all outstanding fees up to the time of termination.
- 11.3. <u>Effects of Termination</u>. Upon termination of this Agreement, Provider will immediately terminate Customer's access to the Software, and Customer shall cease all use of the Software and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement:
  - (a) any obligation of Customer to pay fees incurred before termination;
  - (b) Articles and Sections 2.2 (Restrictions on Software Rights) 5 (IP & Feedback), 6 (Confidential Information), 8.3 (Warranty Disclaimers), 9 (Indemnification), and 10 (Limitation of Liability); and
  - (c) any other provision herein that must survive to fulfill its essential purpose. If termination occurs for any other reason than what is provided for under Section 11.1, Customer's obligation under Section 11.2 shall also include any fees obligated to be paid under the agreement, whether incurred or not.
- 11.4. <u>Renewals.</u> This Agreement shall automatically renew upon the expiration of the Initial Term for one (1) year term intervals. The Provider will provide 60 days notice prior to the renewal date. The Customer may terminate by providing written notice to Provider thirty (30) days prior to the expiration of the Initial Term. Any renewal of the Services shall be provided accordingly to Provider's then-current standard Software as a Service Agreement.

#### 12. MISCELLANEOUS.

- 12.1. <u>Relationship</u>. Nothing in this Agreement will constitute or be deemed to constitute a partnership, joint venture or agency between the parties.
- 12.2. <u>Taxes</u>. Fees in Section 4.1 above do not include any applicable taxes. Customer shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on Provider's net income) upon the Software as supplied by Provider under this Agreement.
- 12.3. Each Invoice must be in a form and substance that will constitute a tax invoice (as defined in the GST Act (Australia));
- 12.4. <u>Force Majeure</u>. No delay, failure, or default, other than a failure to pay fees, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, earthquakes, other acts of God or of nature, strikes or labor disputes, embargoes, or other causes beyond the performing party's reasonable control.
- 12.5. <u>Assignment & Successors</u>. Customer may not assign this Agreement or any of its rights or obligations hereunder without Provider's written consent. Except to the extent forbidden herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 12.6. <u>European Union</u>. If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.



- 12.7. <u>United States Legal Compliance</u>. You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.
- 12.8. <u>Severability</u>. To the extent permitted by law, the parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by law, and the remaining provisions of this Agreement will continue in full force and effect.
- 12.9. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach hereof will constitute a waiver of any other breach of this Agreement.
- 12.10. <u>Choice of Law & Jurisdiction</u>: This Agreement will be governed by the laws of the State of New South Wales, Australia, without reference to any conflicts of law principles. The parties consent to the personal and exclusive jurisdiction of the courts of New South Wales, Australia.
- 12.11. <u>Conflicts</u>. Should this Agreement conflict with any other agreements, this Agreement will govern.
- 12.12. <u>Construction</u>. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- 12.13. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
- 12.14. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- 12.15. <u>Amendment</u>. This Agreement may only be amended in writing by authorized representatives of each party.



## Appendix A

## **Software Pricing**

Pricing is based on an annual SaaS subscription fee which includes all costs related to basic hosting, support, maintenance, and access to the software.

All prices are excluding GST.



# Appendix B

# **Software Specifications**



### **Standard Functionality**

The listed software specifications below are intended to describe general eSTM Software module functionality.

#	Module	Features
1.	CGT Tax Engine	<ul> <li>The CGT Tax Engine functionality can be listed as follows:</li> <li>Capital Gains Tax (CGT) calculations.</li> <li>Automated Corporate Action Application</li> <li>CGT Reporting</li> </ul>
2.	External Data -> Broker Contract Note	The ability to import Contract Notes and other Broker Data via PDF document import user interface and APIs.
3.	Share Registry Reconciliation	Capability to download Share Registry Data using HIN/SRN number and automatic reconciliation with eSTM's holdings.
4.	CGT View	Functionality for users to view enriched Corporate Actions data online to access up to date published information including notes.
5.	User Administration	Functionality for administration access user accounts to manage their user base and set appropriate roles and privileges for their organization.
6.	Reporting	Functionality for users to run various reports to see the results of the automatic tax calculations.
7.	What if Analysis	Capability for users to try various parcel-picking methods for CGT liability scenarios.