Schedule 3 – 4Front Terms and Conditions

These terms and conditions must be read in conjunction with the Engagement Letter, Schedule 1 – Scope of Services and Schedule 2 – Schedule of Fees.

1. Application

These Terms apply to all work we undertake for you with respect to or in connection with the Services.

2. Interpretation

In these Terms:

Agreement includes the agreement between you and us which is formed by acceptance of the Engagement Letter and the Schedules.

AML/CTF refers to the Anti-Money Laundering and Counter Terrorism Financing Act 20026 and rules (AML/CTF laws).

Consequential Loss means any loss or damage which is indirect, consequential, special, punitive, exemplary or incidental, including but not limited to any loss of profit, revenue, anticipated savings or business opportunity, or damage to goodwill however caused or arising as a result of the performance of the Services or in connection with the Agreement.

Engagement Letter means the engagement letter we issue to you in respect of the Services to be delivered by us.

GST means the tax imposed or sought to be imposed by the A New Tax System (Goods & Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth.

Licensed Services means any Services provided by a Licensed Entity.

Party means a party to the Agreement, and includes you and us.

Services means the services which we have agreed to provide to you, as set out in Schedule 1.

Schedule 1 means Schedule 1 to the Engagement Letter.

Schedule 2 means Schedule 2 to the Engagement Letter, which sets out our best estimate of the fees that we will charge you for the Services.

Schedules means Schedule 1, Schedule 2 and these Terms.

Terms means the terms and conditions comprised in this Schedule 3.

we, us and our means or refers to 4Front.

you and your means the Client or Clients named in the Engagement Letter.

3. Our Services

(1) We agree to provide and deliver the Services to you.

(2) We will use our reasonable endeavours to perform the Services in accordance with a timetable we agree with you.

(3) From time to time you may request additional services from us. Where we agree to provide these services to you they will be governed by the Agreement, amended as agreed in relation to the scope of work, unless we enter into a separate agreement with you in relation to those additional services, in which case the terms of the separate agreement will apply.

(4) Unless otherwise specifically stated in the Engagement Letter, any advice or opinion relating to the Services is provided solely and exclusively for your benefit. Except as required by law, you may not disclose all or any part of the advice or opinion in any way, including by publication or electronic media, to any other party without our prior written consent.

(5) We are not responsible to anyone (except you) who is provided with or obtains a copy of documents or advice we give you without our prior written consent.

(6) To comply with the obligations under the (AML/CTF) laws, we may request information and documentation to verify the identity of our clients, beneficial owners, controllers, and other relevant parties, and to understand the nature and source of funds associated with certain transactions or activities.

Verification may be undertaken electronically using third-party verification providers and government data sources. You acknowledge and consent to us collecting, using, storing and disclosing information as reasonably required to comply with applicable AML/CTF laws, including disclosure to regulatory, government or law enforcement bodies where authorised or required by law.
We may retain records in accordance with legislative requirements.
If sufficient information is not provided, we may be unable to commence or continue providing services.

(7) We deny and disclaim all liability and/or responsibility for the consequences of anyone, apart from you, relying on our advice and/or opinion without our written consent.

(8) You acknowledge that any use of or reliance on our work that is contrary to the Agreement may expose us to a claim from someone with whom we have no relationship or whose interests we have not considered in providing the Services. Accordingly, you agree to indemnify us against any loss we may suffer or incur in connection with of any claim or action by a third party that arises as a result of:

(a) any use or distribution of, or reliance on, our work that is contrary to the terms of the Agreement or any consent we provide; or

(b) any access to, or use of our work, by any of your other professional advisors or auditor.

This indemnity does not apply to any loss incurred in defending a claim or action by a third party:

(c) that results from any wilful misconduct or fraudulent act or omission by us;

(d) where that third party has signed an agreement with us that provides that it can rely on our work or advice; or

(e) where we have agreed in writing that our work or advice may be included in publicly available documents.

(9) We have a duty to act in your best interests. However, the duty to act in your best interests is subject to an overriding obligation to comply with the law even if that may require us to act in a manner that may be contrary to your interests.

4. Advice

(1) During the course of supplying the Services to you, we may provide oral, draft or interim advice, reports or presentations to you. In these circumstances our written advice or final written report will take precedence over any draft or interim advice we provide. No reliance should be placed by you on any draft or interim advice, reports or presentations. Where you wish to rely on advice given orally or advice in an oral presentation, you must inform us and we may provide you with documentary confirmation of the advice upon which you can rely.

(2) We are not under any obligation, regardless of the circumstances, to update any advice or report, oral or written, for events occurring after the advice or report has been issued to you in final form.

(3) Any advice that we give you will be based on the law effective at the date of the advice or opinion. We do not accept any responsibility for any changes in the law, and/or in its interpretation, which occur after the date of our advice. For the

avoidance of doubt, this also applies to any changes in the law or its interpretation which take effect retrospectively.

(4) No actions taken by us and/or statements made in the course of our engagement shall be taken as a promise or guarantee to you about the outcome of any matter.

(5) Unless otherwise agreed with you, or specifically stated in the Agreement, the advice we give cannot be relied upon to identify or disclose irregularities, including fraud and other illegal acts and errors that may occur or may have occurred.

(6) No advice we provide to you is intended to constitute or will constitute legal advice and it must not be relied upon by you or any other person as such.

(7) If you become aware that the advice or opinion we have provided to you does not conform to the scope of work set out in the Agreement, you must inform us immediately. You must give us the opportunity to rectify any such advice or opinion within a reasonable timeframe. If you fail to do so, we deny and disclaim all liability and responsibility for our advice/opinion failing to conform with the scope of work set out in the Agreement.

(8) Any advice we provide to you or documents we prepare for you must not be inferred or used for any purpose other than for which it was specifically prepared.

5. Fees

(1) Our fees, charges, expenses and disbursements in connection with the delivery of the Services will be calculated as set out Schedule 2, or as we otherwise agree with you.

(2) The fees that we will charge you, unless otherwise indicated in the Agreement, are based on the time required by our staff to deliver the Services to you.

(3) If we have agreed to calculate the fees we charge to you on a time basis by applying an hourly rate, we may review and increase the rates we are charging to you on a six monthly basis.

(4) If a fee estimate is provided, it is given in good faith but is not contractually binding.

(5) Without being exhaustive, we may review the fees we will charge you for the Services where:

(a) an unexpected delay occurs;

(b) there is a change in the scope of the Services we agreed to provide to you; or

(c) you do not accept the Agreement within three months of the date of the Engagement Letter.

(6) We may request that you pay us an amount in advance to cover our anticipated fees or expenses. Each payment in advance is payable as per the terms stated in Schedule 2. If you do not pay us the amounts in advance as requested we may elect not to commence or continue to provide services to you.

6. Disbursements

(1) In addition to our fees, we may incur expenses and disbursements on your behalf during the course of providing the Services. You agree to pay or reimburse us for the amount of those disbursements and expenses.

(2) Without limitation, general disbursements may include charges and expenses for travel, accommodation, and document production and handling, including photocopying, fax charges and couriers. By engaging us you consent to us incurring those disbursements on your behalf and you agree to reimburse us for them, including all relevant GST.

(3) We will seek your approval before incurring any unusual or extraordinary expenses on your behalf.

(4) Where, as part of our engagement, the services of an external consultant, expert or other service provider are required, we will request a fee estimate from the external consultant, expert or other service provider for your approval before engaging them on your behalf.

7. GST

(1) Where applicable, GST is payable on our professional fees, charges, expenses and disbursements and will be clearly shown on our invoices.

(2) You agree to pay us the amount equivalent to the GST imposed on these fees, charges, expenses and disbursements.

8. Billing and payment of our account

(1) You agree to pay for the Services in accordance with the payment terms set out in the Agreement.

(2) We may invoice you for our fees as work progresses, and not necessarily on completion of the Services, or on completion of a particular component of the Services.

(3) You must pay each invoice within 14 days of the date of that invoice.

(4) If you do not pay any of our invoices in full by the due date, we may do any one or more of the following:

(a) elect not to continue to provide our services to you;

(b) suspend work until further payment is made;

(c) charge interest on any unpaid amount. Interest will be calculated at an annual rate of 8% from the date the unpaid amount is due until the date payment of the relevant amount is received by us;

(d) instigate legal proceedings without further notice to you.

Without prejudice to the above, we may take further action to recover any outstanding amounts due to us. Any costs, fees or disbursements that we incur in the recovery of the outstanding amounts, together with any interest, will be added to the amount payable by and due from you.

(5) You consent to us sending our invoices to you electronically at your usual email address specified by you.

(6) If an amount is withheld for withholding tax or other required purpose from any payment of an invoice we issue, the amount necessary to adjust the total due in respect of the invoice such that the amount received by us after deduction of any such amount is the amount equivalent to what we would have received in the absence of any such withholding.

9. Documents

(1) All materials developed, modified, designed or created by us in the course of carrying out the Services, including but not limited to know how, systems, software, reports, documents, written advice, drafts and working papers, belong to us. Any correspondence or documents we provide to you during the course of the engagement belong to you unless we specify otherwise.

(2) Unless otherwise agreed between you and us, all original documents you have provided to us in the course of this engagement will belong to you.

(3) We are entitled to retain possession of your documents while you owe us money for fees, charges, disbursements or expenses on any account, unless you provide us with, in our reasonable opinion, adequate security.

(4) Unless you request the return of your documents in writing:

(a) we will retain your documents for 7 years from the date of completion of delivery of the Services (being the date we give you the final invoice in respect of the Services); and

(b) you authorise us to destroy your documents after those seven (7) years.

(5) You will be liable for the cost of storage and retrieval of your documents from storage and for our professional fees in connection with this.

(6) We accept no liability for any losses you suffer if our file, including any documents or other material you leave with us, is damaged or destroyed for any reason.

10. Copyright and intellectual property

(1) Unless otherwise agreed in writing between you and us, we retain all copyright and intellectual property rights in all material developed, designed or created by us in the course of carrying out the Services including know how, systems, software, reports, written advice, drafts and working papers.

(2) You acknowledge that any documents or material given to us in relation to the Services will not infringe the copyright or intellectual property rights of others.

(3) You must not use our name or logo on any website or in any public statement unless you have our prior written consent.

(4) You agree we can use your logos and marks on the documents we produce for you in the course of providing the Services unless you tell us otherwise.

11. Your obligations

(1) You agree to co-operate with us and provide us with all reasonable and necessary assistance so that we can provide the Services to you. This includes:

(a) providing, in a timely way, all information and materials that we reasonably require to enable us to provide the Services;

(b) where required in order to provide the Services, arrange and allow us to have access to members of your staff, third parties, records, technology and systems and premises, as required; and

(c) responding to our questions and requests promptly.

(2) We will rely on the information and material that you, or another party on your behalf, provides. We will not verify this information and/or material unless you request or advise us to do so. You are responsible for the completeness and accuracy of the information and materials you supply to us.

(3) If you become aware that any of the information or material provided to us has changed, is incomplete, incorrect or misleading, or may in any other way impact upon our delivery of the Services, you must inform us immediately. You must also take all necessary steps to correct any announcement, communication or document issued which contains, refers to, or is based upon such information.

(4) We deny and disclaim all liability and responsibility for your failure to inform us of any changes to any information and/or material which impacts upon the services we have agreed to provide to you.

(5) You acknowledge that:

(a) the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be your responsibility, and made by you;

(b) our ability to provide the Services depends on you meeting your responsibilities under the Agreement and instructing us corresponding to our requests in a timely and effective manner; and

(c) we are entitled to and will rely on information provided by you, the decisions you make and any approvals you give.

12. Our liability

(1) To the extent permitted by law, we disclaim all warranties, either express or implied in relation to the Services other than any written warranty made in the Terms.

(2) Our liability is limited by a scheme approved under the Professional Standards Legislation (other than for the acts or omissions of Australian financial services licensees). Further information on the scheme is available from the Professional Standards Councils website: www.professionalstandardscouncil.gov.au.

(3) In any case, we will be liable to you only for that proportion of the total loss that we have caused or to which we have contributed.

(4) We will not be liable for any loss, or failure to provide the Services, which is caused by an unexpected delay or which arises as a result of us relying on any false, misleading or incomplete information.

(5) Neither Party will be liable to the other for any Consequential Loss.

(6) Our professional staff, employees and directors will not be liable to you in respect of any loss or damage suffered by you as a result of services provided by us, nor for any consequential loss or damage suffered by any third party.

(7) It is agreed that you will not bring any claim arising out of the Agreement against any of our professional staff, directors and employees personally.

13. Termination

(1) We may terminate the Agreement and cease providing services to you, unless we are providing you with a statutory audit service:

(a) while any of our tax invoices remain unpaid by the due date;

(b) if you do not comply with a request to pay an amount in respect of disbursements or future costs, charges and expenses within 7 days;

(c) if you do not provide us with clear and timely instructions to enable us to advance your matter;

(d) if you refuse to accept our advice;

(e) if you indicate to us or we form the view that you have lost confidence in us;

(f) if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;

(g) for any other reason outside our control which has the effect of compromising our ability to perform the services required within the required timeframe;

(h) if we determine that there are no reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that any claim or the defence of any claim for damages (as appropriate) has reasonable prospects of success;

(i) if in our sole discretion we consider it is no longer appropriate to act for you; or

(j) for just cause.

(2) We will give you reasonable written notice of termination of our services. You will be liable for, and required to pay our fees, charges, expenses and disbursements incurred up to the date of termination, even if we issue you with an invoice for such fees, charges, expenses and disbursements after the date of termination.

(3) Either Party may terminate the Agreement in the event of bankruptcy or the appointment of a liquidator, receiver or an administrator of the other Party.

(4) You may terminate the Agreement by 7 days' prior written notice at any time.

(5) Termination under this clause shall be without prejudice to any rights that may have accrued before termination.

14. Confidentiality

(1) Subject to clause 17, in providing the Services, information (other than information disclosed by you to others or information which is in the public domain) acquired by us in the course of your engagement of us is subject to strict confidentiality requirements. That information will be treated by us as follows:

(a) we will protect the confidential information in a reasonable and appropriate manner and in accordance with applicable professional standards;

(b) we will use confidential information only to perform our obligations under the Agreement; and

(c) we will reproduce confidential information only as required to perform our obligations under the Agreement.

(2) We may disclose your confidential information to the appropriate authority if this is required by law, or is required in order for us to comply with our professional duties and obligations, or as required by professional or regulatory bodies. For example, such disclosure may occur if we identify or suspect non-compliance with laws or regulations that deal with:

(a) fraud, corruption and bribery;

(b) money laundering, terrorist financing and proceeds of crime;

(c) securities markets and trading;

(d) banking and other financial products and services;

(e) data protection;

(f) tax and pension liabilities and payments;

(g) environmental protection; and

(h) public health and safety.

You consent to the disclosure of your confidential information to the appropriate authority pursuant to this clause.

(3) Our files may be subject to review as part of the quality control review program of professional organisations including Chartered

Accountants Australia and New Zealand, CPA Australia and the Tax Practitioners Board, who each monitor compliance with professional standards by its members. By entering into the Agreement, you acknowledge that, if requested, our files relating to your engagement of our firm will be made available under this program and you authorise us to disclose your files for this purpose.

(4) Our business also offers the following services and in the event you require any of these additional services, we may share your information with these other parts of our business:

- Financial Planning Services
- Finance Broking Services
- Other, as specified in engagement letter

Please note that any services listed here are not controlled by, nor the responsibility of 4Front Pty Ltd.

(5) If we provide you with Licensed Services, you acknowledge that:

(a) the relevant Licensed Entity will provide the Licensed Services directly to you;

(b) we enter into the Agreement as agent for the Licensed Entity; and

(c) the terms of the Agreement apply to the Licensed Services.

15. Privacy

We are bound by the *Privacy Act 1988* (Cth) (Privacy Act). Our privacy policy explains how we manage and protect your personal information and forms part of these terms and conditions. We will handle any information we collect about you in accordance with the Privacy Act and our privacy policy. We can provide a copy of our privacy policy to you upon request by you.

16. Anti-Money Laundering and Counter-Terrorism Financing

(1) From time to time we may request information from you in order to meet our obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (AML/CTF Act).

(2) Where we provide a designated service (as defined under the AML/CTF Act), we are a reporting entity under the AML/CTF Act and accordingly must meet stringent identification and verification requirements.

(3) This means that, before providing you with a designated service, we must make sure you are who you say you are by collecting information to identify you or any agent acting on your behalf, and taking steps to verify this information. You agree to provide such information upon request. If you do not provide this information, we may not be able to provide services to you.

17. Independence and conflicts of interest

(1) The performance of our services is governed by professional and ethical standards and other specific legislative requirements regarding independence.

(2) We do not believe that there is any conflict of interest in us providing the Services to you at present. However, it is possible that in the future a conflict may arise. If it does, we will notify you immediately and discuss the issue with you.

(3) Our aim is to make sure that any further services we provide to you will be objective and free from any independence or conflicts of interest issues. In some cases this may result in us having to cease providing any further services to you. We will notify you if this is the case.

18. Email transmissions

(1) You authorise us to send documents or advices to you by email, post or facsimile.

(2) You assume the risks associated with email transmission and release us from any claim that you may have against us arising out of transmission defects.

(3) Both Parties:

(a) must take all reasonable steps to ensure they have suitable systems in place to prevent corruption of data, or transmission of viruses in their electronic documents or other communications to the other Party;

(b) acknowledge and accept the risks that email communications may not always be secure, irrespective of the security a Party has in place;

(c) will contact the other Party immediately if they have any concerns about the authenticity of any documents or communications purportedly sent by them.

19. Staff

When our staff are assigned to work for you, you agree that, during the period of our engagement to provide the Services and for a period of twelve (12) months following the completion or termination of our engagement to provide the Services, you will not employ, or procure a third party to employ, any of our employees who have taken part in the provision of the Services without our consent. If we do provide consent, we reserve the right to charge you a fee equivalent to the recruitment, training and additional expenses required to replace our employee, plus GST.

20. Changes

Changes to the Agreement must be agreed to by you and us in writing.

21. Relationship between the parties

(1) We are engaged as an independent contractor. Neither of us is an agent or representative of or has the authority to bind the other. Neither of us will act or represent ourselves, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of the other. The Agreement is not intended and will not be taken to constitute a partnership, agency, employment, joint venture or fiduciary relationship between us.

(2) Dispute resolution

(3) If you are unhappy with the services we have provided to you, or would like to discuss how they could be improved, you are invited to contact the Director/Partner specified in the Engagement Letter.

(4) We will investigate all complaints carefully and promptly and attempt to resolve any difficulties.

(5) The Parties agree to use reasonable endeavours to resolve any dispute that arises in connection with the Agreement by mediation before bringing a legal claim or instigating legal proceedings against the other.

(6) Entire agreement

(7) The Agreement constitutes the entire contract between you and us. No terms are to be implied into the Agreement. Any terms imposed by statute are only included to the extent that they cannot be excluded by agreement between the parties.

(8) Conflicting provisions

(9) If there is any conflict between these Terms and the Engagement Letter and its Schedules, the Engagement Letter and the Schedules will apply and take precedence to the extent of the inconsistency.

(10) These Terms supersede and replace all previous terms and conditions relating to our engagement to provide the Services to you.

(11) Waiver

(12) A failure by us to take action to enforce our rights does not constitute a waiver of any right or remedy under the Agreement unless it is in writing and signed by us.

(13) A waiver by us of any specific provision of the Agreement does not affect any other provision of the Agreement.

(14) No Merger

(15) The rights, remedies and obligations of each Party under the Agreement continue in force at all times and do not merge on the termination, completion or expiry of the Agreement.

(16) No assignment

(17) Neither Party may transfer, assign or novate the Agreement without the consent of the other. However, we may assign the Agreement to any related entity.

(18) Governing law

(19) The Agreement is governed and construed according to the law applying in the Australian State or Territory in which the Engagement Letter was issued.

(20) Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Australian State or Territory from where the Engagement Letter was issued.

(21) Non-compliance with laws and regulations (NOCLAR)

(22) Our engagement cannot be relied upon to detect or discover irregularities including fraud, other illegal acts and errors which may exist in respect of your business, personal or financial affairs.

(23) We may as part of our responsibilities as a "Member in Public Practice" take steps and actions as set out in section 225 of APES 110 Code of Ethics for Professional Accountants (Responding to Non-Compliance with Laws and Regulations).