

MCFILLIN & PARTNERS STANDARD TERMS OF BUSINESS ("Terms of Business")

1. DEFINITIONS

In these Terms of Business the following words and phrases shall have the following meanings:

- 1.1 "Agreement" means the agreement between you and MCFILLIN & PARTNERS, the terms of which are contained in these Terms of Business and the Engagement Letter;
- 1.2 "Client" or "you" means the addressee(s) of the Engagement Letter;
- 1.3 "Engagement Letter" means a letter enclosing these terms or referring to them as comprising part of the Agreement and recording the engagement by you of MCFILLIN & PARTNERS for the purpose of carrying out the Work;
- 1.4 "MCFILLIN & PARTNERS" shall be taken to mean Delcal Pty Ltd as trustee for CPO Trust, Damima Trust & JPC Trust, trading as MCFILLIN & PARTNERS (ABN: 29 549 358 215) whose head office is at Suite 3, North Park Business Centre, 6 Babarra Street, Stafford Qld 4053;
- 1.5 "MCFILLIN & PARTNERS Person(s)" means any or all of MCFILLIN & PARTNERS' partners, directors, employees, sub-contractors and agents;
- 1.6 "Transaction" means the proposed transaction in connection with which the Work will be carried out;
- 1.7 "Work" means the work carried out and the services provided by MCFILLIN & PARTNERS to you in accordance with this Agreement.
- 1.8 "Confidential Information" means all non-public information or documents which either party receives or produces in connection with the Services and includes MCFILLIN & PARTNERS' working papers or Proposals or tender documents, information and methodologies, but does not include any information which is:
 - (a) or becomes generally available to the public other than as a result of a breach of this clause;
 - (b) known to either party prior to MCFILLIN & PARTNERS commencing the services;
 - (c) received from a third party who owes no obligation of confidence in respect of the information; or
 - (d) developed by either party independently of the Services to which this contract relates.

2. BASIS OF FEES

Fees are charged according to:

- The amount of time spent doing the Work;
- The seniority of the personnel undertaking the Work.

- The degree of skill, experience or specialist knowledge necessary to undertake the Work;
- The value of the outcome of the Work to the Client;
- Agreed fees.

MCFILLIN & PARTNERS Persons charge time at an hourly rate. That rate increases according to the seniority of the MCFILLIN & PARTNERS Person. We will always try and match the seniority of the MCFILLIN & PARTNERS Persons carrying out the work with the level of skill, experience and expertise required to carry out the work, so that we ensure that we charge you the appropriate fees.

Where the value of the Work to you is not reflected in the time taken to carry out the Work, we reserve the right to reflect the value of the Work in our fees.

We revise our fee scale every two years on 30 June. Rates quoted to you remain in force until next 31 December or 30 June, as appropriate. We may increase our fees for any work performed after those dates. We reserve the right to change our rates outside these dates and revised rates will be forwarded on request.

3. AUDIT/REVIEW ASSISTANCE

All statutory returns, either Federal or State, may be selected for audit/review by any one of a number of taxing authorities. In the event of a major audit/review and follow up appeal (if required), Fees will be the subject of, and governed by, an independent Engagement Letter.

4. DISBURSEMENTS

If MCFILLIN & PARTNERS incurs any local disbursements on your account, such as long-distance telephone calls, confirmations, parking, etc., these may be charged to your account. These disbursements are over and above the fee quoted above unless noted otherwise.

Unless agreed otherwise, your obligation to pay us fees and expenses arises at the commencement of the engagement, after which you will be issued an invoice or invoices. Where an amount for GST is stated to be a component of the fees and expenses, our invoice will be a compliant "tax invoice" for GST purposes.

If, based on the information presently available to us, including any representation made by you, we have assessed that no GST should be payable in respect of the Services, goods or other items we agree to supply under this engagement, our fee or hourly rates and, where applicable, out-of-pocket expenses and other expenses (our "Billings") will be billed on this basis. If we change our assessment or if the ATO assesses that GST is payable, then it will be added to and form part of our Billings at the prevailing GST rate. We reserve the right to recover from you at any time, any GST payable by us on the provision of the Services, goods or other items

supplied to you under this engagement.

5. INVOICING/PAYMENT TERMS

All invoices must be settled within 7 days by direct debit, credit card or cheque and are deemed overdue one week and one day after the date of issue.

MCFILLIN & PARTNERS accepts credit card payments to settle accounts. Where payments are made using MasterCard or Visa no fees are charged. We do not accept Diners Cards or AMEX Cards..

All invoices shall be deemed to be conclusive of the sums due and payable.

Where the engagement relates to the conduct of a statutory audit or review, we will be entitled to extra fees for any time we spend investigating circumstances that may fall within section 311, 601HG(4) or 990K of the Corporation Act 2001, including reporting to the Australian Securities and Investments Commission (ASIC) in accordance with any of those sections.

Should you, the client, for any reason dispute the sums due, you must do so in writing within 21 days from the date of issue of the invoice.

If you dispute all or part of an invoice, each of us agrees to seek to resolve the dispute under clause 42. If you dispute part of an invoice, you agree to pay the undisputed part of the invoice as and when it is or becomes due and payable.

We may charge interest on amounts which are overdue by more than a month at the rate of 5% over the current 90-day bank bill rate or such other rate as may be stipulated in the Engagement Letter. If your account remains unpaid and there is no satisfactory explanation for non-payment we may:

- (a) start proceedings to recover the amount owed, plus default interest and any collection costs incurred; and/or
- (b) decide to do no further work for you and not release your papers and files until all overdue amounts and any interest are paid.

If we receive any legally enforceable notice or demand issued by any third party, including ASIC, the ATO, the Australian Stock Exchange, any government statutory body or instrumentality or any court or tribunal in relation to or in connection with the Services, you agree to pay our reasonable professional cost and expenses (including solicitor/client expenses) in complying with or challenging any such notice or demand to the extent that our costs and expenses are not recovered or recoverable from the party issuing the notice or demand. We will notify you as soon as practicable (unless restricted by law) where we receive any such legally enforceable notice or demand.

6. CLIENT MONIES

We may, from time to time, hold money on your behalf. Such money ("Client Money") will be held on trust in a client bank account which is segregated from MCFILLIN & PARTNERS funds. The account will be operated, and all funds dealt with, in accordance with the APES 310 - Client Monies Regulations of CPA Australia and the Queensland Trust Account Act 1973.

7. ETHICS

We are bound by the ethical guidelines of our professional body, CPA Australia, and accept instructions to act for you on the basis that we will act in accordance therewith.

8. YOUR RIGHTS AND OBLIGATIONS

The Tax Agents Services Act requires us to advise you of your rights and obligations where we are acting for you on taxation matters. In relation to the taxation services provided:

- You are subject to the self-assessment system in relation to any of your income tax returns. The Commissioner of Taxation is entitled to rely on any statements made in your income tax returns. Where those statements are later found to be incorrect, the Commissioner may amend your income tax assessments and, in addition to any tax assessed, you may also be liable for penalties and interest charges.
- You have an obligation to keep proper records that will substantiate the taxation returns prepared and which will satisfy the substantiation requirements of the Income Tax Assessment Act. Failure to keep such records could result in claims being disallowed, and in the imposition of additional tax, or penalty or general interest charges.
- You are responsible for the accuracy and completeness of the particulars and information required to comply with the various taxation laws. We will use the information supplied in the preparation of your returns.
- Your rights as a taxpayer include:
 - The right to seek a private ruling;
 - The right to object to an assessment by the Commissioner;
 - The right to appeal against an adverse decision by the Commissioner.

Certain time limitations may exist for you to exercise these rights. Should you wish to exercise these rights at any time you should contact us so that we can provide you with the relevant time frames and to discuss any additional requirements which may exist.

The law provides various levels of penalties and interest that may be imposed when taxpayers understate their tax liabilities. The signatories to this engagement acknowledge that any

such understated tax, and any imposed interest and penalties, are their responsibility and not that of MCFILLIN & PARTNERS.

9. JURISDICTION

This Agreement shall be governed by, and construed in accordance with, Australian law. The Courts of Queensland, Australia shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

10. CLIENT SERVICE

As a matter of routine, we carry out quality assurance procedures on all work performed by MCFILLIN & PARTNERS Persons. If at any time you wish to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by writing to Mr Cameron Overs, MCFILLIN & PARTNERS, Suite 3, North Park Business Centre, 6 Babarra Street, Stafford Qld 4053.

We undertake to look carefully and promptly into any complaint and to do all we can to explain our position to you. If we have given you a less than satisfactory service, we undertake to do everything possible to put it right. Ultimately, you may of course take up matters with CPA Australia.

11. LIMITATIONS OF THE ENGAGEMENT

MCFILLIN & PARTNERS will rely on you for both the completeness and the accuracy of the information supplied to MCFILLIN & PARTNERS and you are solely responsible to users of any Special Purpose Financial Report(s) compiled by MCFILLIN & PARTNERS. This includes responsibility for the maintenance of adequate accounting records, an adequate internal control structure, the selection and application of appropriate accounting policies, and the safeguarding of the assets of the entities listed in Annexure A.

The report(s) will be prepared in accordance with the relevant accounting standards and ethical requirements CPA Australia. Any known material departures from this financial reporting framework will be disclosed within the financial report(s), and when considered necessary, will be mentioned in the compilation report(s).

If, for any reason, MCFILLIN & PARTNERS is unable to complete the compilation of your special purpose financial report(s), or we consider the information to be misleading, MCFILLIN & PARTNERS may refer to such matters within our compilation report or may determine not to issue a report.

Signatories to this Engagement Letter confirm that the significance and meaning of a compilation report has been explained to them.

The scope of the Services is limited to the work specified in our Engagement Letter. Unless expressly stated otherwise in the Engagement Letter, the Services are not legal services and do not constitute legal advice. Either of us may request changes to the Services.

Unless otherwise indicated in the Engagement Letter, we have not audited or independently verified the accounting records or information that you have provided to us.

We often have to rely on external information or public records to carry out your instructions. We do not accept responsibility and will not be liable for any direct or indirect damage or loss caused by errors or omissions in external information.

The preparation of an income tax return does not constitute a prudential tax audit and cannot be relied upon as such. In the course of providing the Services we may provide oral comments or draft reports, presentations, letters, schedules and other documents; no reliance shall be placed on such oral comments or draft documents, conclusions or advice as they may be subject to further work, revision and other factors. The final results of our work will be set out in our final report or advice.

Changes in the law may take place before our advice is acted upon or may be retrospective in effect. Unless specifically stated in the Engagement Letter we accept no responsibility to inform you of changes in the law or interpretations affecting advice previously given by us.

You acknowledge that information made available by you or relating to you and known by directors/partners or staff at MCFILLIN & PARTNERS who are not engaged in the performance of the Services shall not be deemed to have been made available to the individuals within MCFILLIN & PARTNERS who are engaged in the provision of the Services.

There is no assumption of responsibility for any reliance on a tax return or financial statements used in its preparation by any person or entity other than the signatories to this Engagement Letter, those parties included in Annexure A, or any parties specifically mentioned in a compilation report. The tax return and/or financial statements shall not be inferred or used for any purpose other than for which they were specifically prepared. Accordingly, our report may include a disclaimer to this effect.

MCFILLIN & PARTNERS will not accept responsibility to any other person for the contents of the financial report(s). No person should rely on the financial report(s) without having an audit or review conducted.

In the preparation of income tax returns for those parties named in Annexure A MCFILLIN & PARTNERS may encounter instances where the tax law is unclear, or where conflicts may exist between the taxing authorities' interpretations of the law and other supportable positions. In those instances, MCFILLIN & PARTNERS will outline each of the reasonable alternative courses of action, including the risks and consequences of each such alternative. MCFILLIN & PARTNERS will adopt, on behalf of our clients, the alternative selected by the client(s) after having considered the information provided by MCFILLIN & PARTNERS.

12. PROSPECTIVE FINANCIAL INFORMATION

Where prospective financial information is to be issued, we need to draft and include comments regarding:

- The basis of forecasting used
- Key assumptions relating to the prospective financial information provided by the client
- Communication of the key assumptions made by MCFILLIN & PARTNERS in the forecasts

13. RESTRICTION ON USE OF REPORTS

Our special purpose financial statements, reports, letters, information and advice will be furnished solely for the information of the addressees of the Engagement Letter and accordingly they should not be used for any other purpose or referred to in any document or made available to any other party without our prior written consent.

Unless otherwise indicated herein, all letters and special purpose financial reports which we prepare in accordance with this Agreement will be addressed to the recipients of the Engagement Letter.

14. TERMINATION

This Contract will apply from the commencement date stated in our Engagement Letter, or where no commencement date is specified, from the date of acceptance of the Contract as specified in our Engagement Letter or the date on which the Services commenced, whichever is earlier.

Subject to any statutory provisions that apply to the Services, either party may terminate this Contract at any time by giving at least 14 days written notice. On termination, you shall immediately pay on request all fees and expenses due in respect of the Services provided up to the date of termination and, unless the Contract is terminated for cause, you will pay our reasonable costs and expenses incurred in connection with the termination of the Contract.

On the issue of fees we would bill for the work performed up until the date of termination on a time incurred basis. In the event that such work performed

is covered by a fixed fee arrangement, then the amount of the fee for the work will not exceed that amount.

If our provision of Services to you will result or has resulted in our ceasing to be independent in relation to an audit client, we may terminate the Contract immediately by written notice to you. You will immediately pay on request the fees due for all the Services provided up to the date of termination.

For the avoidance of doubt, the date of termination shall be the date on which any period of notice expires.

Termination of the Contract shall be without prejudice to any accrued rights of both parties.

The terms of the Contract which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind the parties.

If MCFILLIN & PARTNERS elects to terminate services for non payment, or for any other reason as provided for in this letter of engagement, our engagement will be deemed to have been completed upon our written notification of termination, even if we have not completed the work.

15. TIMETABLE

We are to discuss with the Client the nature and timing of the programme of Work we intend to carry out and the most effective way of implementing it. Deadlines for the completion of the various aspects of our Work will be agreed following such consultation. The timetable, and the production of our work, assumes that you:

- (a) Make available, in a timely fashion, all information and documents that we reasonably require to enable us to provide the Services, and (if stated in our Engagement Letter) your staff to work with us;
- (b) arranging access to third parties where applicable;
- (c) ensuring that appropriate back up, security and virus checking procedures are in place for any computer facilities you provide;
- (d) making senior executives available for consultation on request;
- (e) arranging access to your premises and systems;
- (f) providing reasonable working facilities for us; and
- (g) making decisions promptly to facilitate the performance of the Services.

Unless both parties agree otherwise in writing, dates in any timetable set out in the Engagement Letter or otherwise advised are intended for planning and estimating purposes only and are not contractually binding. The timely completion of the Services requires your cooperation in the provision of information relevant to the Services. Estimates of time for completion of the Services are given on the assumption that we receive this cooperation. We

may charge additional fees and expenses which result from delays in providing this cooperation.

16. STAFF/PRINCIPALS/CONTRACTORS

MCFILLIN & PARTNERS Persons are assigned to you on the understanding that, for a period of eighteen months from the date of the Engagement Letter, you will not employ or offer employment to MCFILLIN & PARTNERS Persons who deal with you without our written consent notwithstanding clause 30(b). If such consent is given, we reserve the right to bill a fee of 50% of the annual salary on appointment plus GST.

17. ENGAGEMENT TEAM

We will use reasonable efforts to ensure that individuals named in our Engagement Letter are available to perform the Services.

18. CONFIDENTIALITY

You agree that it will be sufficiently compliant with our duty of confidence for us to take such steps as we in good faith think fit to preserve confidential information both during and after termination of this agreement.

In conducting this engagement, information acquired by MCFILLIN & PARTNERS in the course of the engagement is subject to strict confidentiality requirements. Information will not be disclosed by MCFILLIN & PARTNERS to other parties except as required or allowed for by law, or with your express consent.

From time to time during the completion of your work, we may engage various staff and/or contract personnel who we consider appropriate for the completion of your work. This personnel will have access to your accounting and taxation records only for the purpose of completing the accounting and taxation engagements agreed. In all cases this personnel will be subject to our supervision and control. All client information is securely stored on our Australian servers at all times. MCFILLIN & PARTNERS endeavours to ensure that all client data is secure. However, some cloud based software used may have servers offshore. Whilst all care is taken, MCFILLIN & PARTNERS cannot guarantee data security on servers outside of Australia.

MCFILLIN & PARTNERS may transfer electronic files between yourself and our offices using CCH Secure Client Manager, often obtaining your permission to use this medium. Clients wishing to review the CCH Secure Client Manager security overview can do so by contacting the MCFILLIN & PARTNERS Office Manager who will provide these details upon request.

19. PRIVACY OF PERSONAL INFORMATION

MCFILLIN & PARTNERS is bound by the *Privacy Act 1988 (Cth)* (Privacy Act), the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Privacy

Amendment Act) and the *Privacy Regulation 2013*.

You agree that you will only disclose personal information (as that term is defined under the Privacy Act 1988 (Cth) ("Privacy Act")) to us if necessary for us to perform the Services, and only if such disclosure will not infringe protections afforded by the Privacy Act.

If the performance of the Services requires a third party to this Contract to supply personal information to us on your request, it is your obligation to ensure that the third party has satisfied the requirements of the Privacy Act and is permitted by the Privacy Act to disclose such personal information to us.

If the Services require MCFILLIN & PARTNERS to collect personal information from a third party, you will ensure that such collection of personal information complies with the Privacy Act, and you will be responsible for all things necessary (including obtaining appropriate consents) for MCFILLIN & PARTNERS to collect such personal information.

If information is disclosed to us in the course of our engagement, it will be treated in accordance with the Privacy Act and the terms of our privacy policy.

20. FILE DESTRUCTION

Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that we store, which are more than five years old, other than documents which we think may be of continuing significance.

21. RECORDS

MCFILLIN & PARTNERS wishes to draw your attention to our firm's system of quality control which has been established and maintained in accordance with APES320. As a result, our files may be subject to review by CPA Australia. MCFILLIN & PARTNERS advises that by accepting our engagement you acknowledge that, if requested, our files relating to this engagement will be made available under all the above programs.

We confirm that MCFILLIN & PARTNERS is moving towards keeping all records in an electronic format and will keep these records for five (5) years, after which they will be confidentially destroyed unless requested otherwise. If you become aware that any document relating to this engagement is, or is reasonably likely to be, required as evidence in legal proceedings, please advise us immediately so that the file can be delivered to you for safekeeping.

22. RESPONSIBILITY FOR LEGAL DOCUMENTS

For the avoidance of doubt, although you may wish us to comment on the commercial aspects of legal documents that may be drawn up in connection with a transaction, we will

not be involved in their drafting and/or preparation as we believe this is within the realm of the professional business of solicitors/lawyers. Further, whilst every care will be taken in the advice we give in relation to any information contained in such documents, such advice and/or comment should not be taken as 'settling' the documents, which will have been drafted by your solicitors/lawyers. Accordingly, we cannot accept any liability or responsibility for any loss or damage suffered as a result of any defect in such documents, arising from their drafting, preparation, completion or the mechanics of putting them into effect.

23. OWNERSHIP OF BOOKS AND PAPERS

All documents (including, but not limited to working papers, letters, memoranda, file notes of meetings and telephone calls, draft computations and returns, etc.) and copies of other original documents which we create or which we receive either as principal in our own right or as agent for you, belong to MCFILLIN & PARTNERS. For the avoidance of doubt we do not assert such ownership rights to documents such as title documents, original invoices and other original primary accounting records, tax deduction, certificates, etc., which belong to you. Original source records provided by you to us to assist in the completion of your work will be returned to you at the completion of each engagement. We may retain possession of your documentation by exercising a lien if our fees remain outstanding after becoming due for payment.

24. INTELLECTUAL PROPERTY

Unless otherwise specified in the Engagement Letter, intellectual property rights in all documentation, systems, materials, methodologies and processes brought to the engagement by MCFILLIN & PARTNERS, shall remain and be vested in MCFILLIN & PARTNERS.

Subject to clause 1.8 MCFILLIN & PARTNERS will not be restricted by this contract from developing and using in the future any techniques, methodologies, ideas, concepts, information and general knowhow.

You must not use the name MCFILLIN & PARTNERS, or the MCFILLIN & PARTNERS National name or logo on any websites or in any public statement, (including filing all or part of a report with a regulator or including all or part of a report in any public document) without obtaining our prior written consent.

25. USE OF SOFTWARE

We may use or develop software, including spreadsheets, databases and other electronic tools ("Tools") in providing the Services. If we provide these Tools to you, you acknowledge that (except where these Tools are a specific deliverable under our

Contract with you) they are not your property, were developed for our purposes and, without consideration of any purposes for which you might use them, are made available on an 'as is' basis for your use only and must not be distributed to or shared with any third party. To the full extent permitted by law, we make no representations or warranties as to the sufficiency or appropriateness of the Tools for any purpose for which you or a third party may use them.

26. LIMITATIONS OF LIABILITY SCHEME

The liability of MCFILLIN & PARTNERS for loss or damage arising from or in relation to the Services performed before 2 September 2013 or after 7 December 2013, whether arising from breach of contract, tort (including negligence) or otherwise, is limited to an amount equal to ten times the fees payable by you for the Services ("Liability Cap").

However, the Liability Cap does not apply if prohibited by the Corporations Act 2001.

The parties acknowledge the Australian professional standards legislation ("The Australian Professional Standards Legislation") including the Treasury Legislation Amendment (Professional Standards) Act 2004 (Cth), may apply in accordance with its terms in relation to the liability of MCFILLIN & PARTNERS for loss or damage arising from or in relation to the Services.

To the extent permitted by law, if, under any applicable Australian Professional Standards Legislation, the maximum liability of MCFILLIN & PARTNERS for loss or damage arising from or in relation to the Services would be:

- (a) A higher amount than the Liability Cap, then the Liability Cap will not apply and the maximum liability of MCFILLIN & PARTNERS will be calculated in accordance with the Australian Professional Standards Legislation.
- (b) A lower amount than the Liability Cap, then the Liability Cap will not apply and the maximum liability of MCFILLIN & PARTNERS will be calculated in accordance with Australian Professional Standards Legislation.

To the extent permitted by law, MCFILLIN & PARTNERS excludes all liability for any indirect, incidental or consequential expense, loss, damages or costs, loss of profits or revenue, business interruption, loss of data, or failure to realise anticipated savings or benefits whatsoever incurred by or awarded against the Client (whether or not MCFILLIN & PARTNERS has been advised of the possibility of such expense, loss, damage or costs) arising in any way out of or in relation to the Services.

If you make any claim against us for loss arising out of or in connection with the Services or this agreement, liability for your loss and any amount you may

recover will be apportioned having regard to the respective responsibility for the loss.

You will indemnify and hold harmless MCFILLIN & PARTNERS, other independent MCFILLIN & PARTNERS firms and our respective directors/partners and employees from and against any liabilities, losses, claims, costs, damages or expenses (or actions that may be asserted by any third party) that may result from any third party claims arising out of or in relation to the provision of the Services or any use by you of any deliverable under this Contract, and will reimburse MCFILLIN & PARTNERS for all costs and expenses (including legal fees on a solicitor/client basis) incurred by MCFILLIN & PARTNERS in connection with any such action or claim. This indemnity does not apply if prohibited by the Corporations Act 2001.

We have not made any, and to the extent permitted by law we exclude all, warranties, conditions or guarantees of any nature in respect of the Services or the satisfactory conclusion of the Services or with respect to the economic, financial or other results which you may experience as a result of the provision of the Services.

Where warranties, conditions or guarantees or any other rights are implied in this Contract or otherwise conferred by the Trade Practices Act 1974 (Cth) or other laws, and it is not lawful or possible to exclude them, then those warranties, conditions or guarantees or other rights will (but only to the extent required by law) apply to this Contract. To the extent permitted by law, we limit our liability in respect of such warranties, conditions or guarantees to the supply of the Services again or the payment of the cost of having the Services supplied again.

You agree not to bring any claim (whether in contract, tort (including negligence) or otherwise) arising out of or in connection with the Services against any of our employees personally. This will not limit or exclude any liability we may have for their acts or omissions. The provision of this clause is expressly for the benefit of our employees, and you agree that each employee is entitled to rely on this clause as if they were parties to the Contract.

27. CONFLICTS OF INTEREST

Neither we nor any of our employees or agents shall have any duty to disclose to you any information which comes to our notice in the course of carrying on any other business or as a result of, or in connection with, the provision of services to other persons. You accept that MCFILLIN & PARTNERS Persons and agents may be prohibited from disclosing or it may be inappropriate for them to disclose information to you, even if it relates to you. In particular, we may act for a

number of clients operating in the same industry or sector with the result that we may have or receive during the course of this engagement, information from another client which may be of interest, but which we are required to keep confidential to that other client.

As part of our professional standards where a potential conflict of interest arises between clients and potential clients and our other MCFILLIN & PARTNERS independent offices, existing clients and our independent offices are given the right to determine that MCFILLIN & PARTNERS shall not accept the assignment.

If during the engagement you become aware of any conflict of interest or potential conflict of interest or there is a change of circumstances which may result in a conflict, you must advise us as we have an obligation to manage these conflicts as they arise. We have arrangements in place to ensure we do this.

An event which may give rise to such conflicts during the engagement is any event which may result in our becoming unable to remain objective in the performance of our services to you. Examples include events affecting you, such as deaths, matrimonial disputes as well as litigation (threatened or actual) or changes in the nature or structure of your business or your business relationships.

28. WAIVER

A failure by a party to delay in exercising a power or right given to it under this contract does not operate as waiver of that power or right, nor does a single or partial exercise of a power or right prevent any other or further exercise of it. A waiver by a party of a power or right given to it under this Contract does not affect any other provision of this Contract.

29. AUDITOR INDEPENDENCE

If MCFILLIN & PARTNERS is the auditor of the client, the client

(a) agrees to inform all officers and audit critical employees (as those terms are defined in the Corporations Act) of the client and its associated entities that they may not be employed by or provide Services to MCFILLIN & PARTNERS while MCFILLIN & PARTNERS is the auditor of the client;

(b) agrees that it will seek MCFILLIN & PARTNERS' consent before appointing a former principal or former professional employee of MCFILLIN & PARTNERS as an officer or audit-critical employee of the client or an associated entity. The client acknowledges that MCFILLIN & PARTNERS will not consent to such appointment where the appointment would cause MCFILLIN & PARTNERS to be in breach of applicable independence restrictions; and

(c) confirms that any requirement for audit committee preapproval of the Services has been obtained.

30. E-MAIL & ELECTRONIC COMMUNICATION

MCFILLIN & PARTNERS considers e-mail to be an important business tool, and our directors/partners and staff endeavour to make appropriate use of this facility in dealings with clients. However, there are certain risks associated with e-mail communication and, as a result, its use is subject to the following protocols:

- We will use e-mail, where appropriate, to help accelerate the process of exchanging information;
- Each party will treat e-mail with the same priority as communications sent by post or fax, however each understands that there may be delays in receiving e-mails over which the addressees have no control;
- Any messages received must be acknowledged by the recipient with a reply which copies the incoming message back to the sender (i.e. reply with history);
- Any instructions given in an e-mail or attachment thereto that may affect the scope of MCFILLIN & PARTNERS' work must be confirmed promptly by a hard copy;
- All messages will be deemed to be genuine, complete and accurate and secure against being altered in the course of transmission, and all parties must notify immediately any sender and addressee if there is any suspicion that this may not be the case;
- No party shall send any other party information that might be considered obscene, defamatory or in any other way in breach of any laws or regulations in any relevant jurisdiction;
- All messages must identify the sender and all external addressees of that message and any copy of it;
- Whilst stored in electronic form, each party shall take reasonable care to ensure that all messages and attachments are securely stored, free of viruses, not altered, lost or destroyed and capable of being retrieved only by properly authorised persons.

We may communicate with you electronically from time to time, including sending you Commercial Electronic Messages (as that term is defined) in the SPAM Act 2003). You consent to us sending Commercial Electronic Messages to you.

Electronically transmitted information cannot be guaranteed to be secure or virus or error free and consequently such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. We will not be liable to

you in respect of any error, omission or loss of confidentiality arising from or in connection with the electronic communication of information to you. If you do not accept these risks, you should notify us in writing that you do not want us to communicate electronically with you.

31. CLOUD COMPUTING

MCFILLIN & PARTNERS requests that, where possible, clients transfer information to us, and we likewise transfer information to clients, via the cloud. MCFILLIN & PARTNERS currently utilises CCH Secure Client Portal to facilitate the transfer of information via the cloud, MCFILLIN & PARTNERS has, via its own IT consultants and research, chosen this application as we believe its security is of a level suitable for the transfer of confidential information. MCFILLIN & PARTNERS notes that it may, from time to time, change the platform it recommends based on the information it receives in relation to the confidentiality of information transfers. MCFILLIN & PARTNERS endeavours to recommend a secure form of information transfer, however it will not be held responsible for any breach of confidentiality arising as a result of using this service. MCFILLIN & PARTNERS advises you never to share your CCH Secure Client Portal password with anyone, as this would breach the confidentiality of the documents stored in the cloud service.

32. INVESTMENT BUSINESS

We may, in the course of the other professional services set out in this Engagement Letter, assist you with regard to activities which are incidental to the other professional services. Such advice may include the availability and taxation consequences of broad types of investment but not about the attributes or suitability of any particular investment.

If, during the provision of professional services to you, you need advice on investments, we will refer you to someone who is authorised by the Financial Services Reform Act (FSR), as we are not.

In some circumstances, in respect of introductions we make to independent financial advisors, commissions or other benefits may become payable to us, in which case you will be notified in writing of the amount and terms of payment. You consent to such commission or other benefits being retained by us without our being liable to account to you for any such amounts.

One firm to whom we may introduce you, which is an authorised financial planner, is McFillin Private Wealth Pty Ltd. In the event of such an introduction being made, we wish to make you aware that the directors in MCFILLIN & PARTNERS have a financial interest in McFillin Private Wealth Pty Ltd.

33. MONEY LAUNDERING

Certain statutory duties are imposed upon us, including a duty to ask you to produce proof of identity (if we have not acted for you before). If proof of identity is required, it should include a photograph and your signature. Documentation such as a passport or a driver's licence will provide sufficient evidence of identity, and a recent utility bill will generally be satisfactory evidence of your address. We are also obliged to report to the appropriate authorities any concerns that we may have pursuant to the various regulations and associated legislation, including any information that comes to our attention which suggests to us that a crime may have been committed. The obligations which we have under the Anti-Money Laundering and Counter-Terrorism Financing Act (2006) can in certain circumstances override the duty of client confidentiality.

34. COMMISSIONS OR OTHER BENEFITS

In some circumstances MCFILLIN & PARTNERS may receive commissions or other benefits for introductions to other professionals or transactions we arrange for you. In this case, we will notify you in writing of the amount, the terms of payment and receipt of any such commissions or benefits. The fees you would otherwise pay will not be reduced by such amounts. You agree that we can retain the commission or other benefits without being liable to account to you for any such amounts.

35. HEALTH AND SAFETY

We are required to comply with the provisions of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 (the Act) by taking all practical steps to ensure the health and safety of our staff. We expect our staff to take responsibility to ensure their own safety. However, the Act places responsibility for their safety on you when they are visitors to your site.

36. OUR RELATIONSHIP WITH YOU

You acknowledge and agree that our relationship with you is that of an independent contractor. Neither of us may claim or make any representation whatsoever to any third party that it is an agent of, or in partnership with, the other party and each party acknowledges that it has no power or authority to bind the other in respect of any matter whatsoever and it will not represent to any person that it has such power or authority.

37. CONSORTIA

Where our Client is a consortium, you agree that, unless specified in the Engagement Letter:

- (a) Whilst MCFILLIN & PARTNERS may communicate with one or more members of the consortium, it is the responsibility of each member of the consortium to

communicate such information between themselves, and MCFILLIN & PARTNERS will take no responsibility or liability for any communication to any member of the consortium that is not communicated to the other members;

- (b) Instructions received from one member of the consortium will bind each other member;
- (c) Where a member terminates its participation in the consortium:
 - (i) Such terminating member will not receive access to any deliverables prepared by MCFILLIN & PARTNERS as part of the Services under the Contract;
 - (ii) Such terminating member will have no obligation to pay our fees or reimburse our expenses for any Services performed by MCFILLIN & PARTNERS after the date such member notifies MCFILLIN & PARTNERS that it is no longer participating in the consortium. However, nothing in the foregoing shall affect such terminating member's other rights and obligations under this contract;
 - (iii) MCFILLIN & PARTNERS may continue to provide Services under this contract to each continuing consortium member;
 - (iv) MCFILLIN & PARTNERS may provide Services in connection with the transaction to which the Services relate to the terminating member of the consortium under a separate Engagement Letter, and may use any knowledge obtained or deliverable generated by MCFILLIN & PARTNERS during the performance of the Services under this contract up to the date the terminating member notified MCFILLIN & PARTNERS it is no longer participating in the consortium. In providing such Services to the terminating member, MCFILLIN & PARTNERS will keep any information of the continuing consortium members generated following this date confidential from the terminating member and vice versa.

38. ADDRESS FOR SERVICES

Any written notice to be given to a party must be delivered in person, by letter or by facsimile transmission, to:

- (a) In the case of notices to us, to our address, clearly marked for the attention of the person

- appearing in our Engagement Letter ; and
- (b) In the case of notices to you, to the address last provided by you.

39. DISPUTES

If any dispute arises between us we will attempt to resolve the dispute in good faith by senior level negotiations. Where both of us agree that it may be beneficial, we will seek to resolve the dispute through mediation.

40. FORCE MAJEURE

Neither of us will be liable to the other for any delay or failure to fulfil their obligations (excluding payment obligations) under this contract to the extent that any such delay or failure arises from causes beyond their control, including but not limited to fire, flood, acts of God, acts of regulations of any governmental authority, war, riot, terrorist activities, strikes, lockouts and industrial disputes.

41. NO ASSIGNMENT

Neither of us may transfer, charge or otherwise seek to deal with our rights or obligations under this contract without prior written consent of the other party, except that we may each transfer our respective rights and obligations to any partnership or legal entity authorised to take over all or part of our business.

42. ENTIRE AGREEMENT

The Engagement Letter and this document form the entire agreement between us relating to the Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications (written or oral).

43. VALIDITY OF CONTRACT TERMS AND SEVERANCE

If any provision of this Contract is held to be invalid, in whole or in part, such provision shall be deemed not to form part of and will be severed from, the Contract. The enforceability of the remainder of the Contract will not be affected.

44. CONFLICTING TERMS

In the event of any conflict between our Engagement Letter and this document, the Engagement Letter will take precedence.

45. AGREEMENT OF TERMS

Once it has been agreed, the Engagement Letter and this document letter will remain effective, from one appointment to another, until it is replaced. If there are any points arising from this document which you wish to discuss or clarify then please contact us. We should be obliged if you would sign the copy of this document and Engagement Letter enclosed and return it to us as confirmation of your agreement to these terms of agreement.