

This Agreement

These terms and the engagement letter to which they are attached (together "Agreement") set out the terms on which we will provide our services to you. Where the letter is addressed to more than one addressee, each addressee is a party to, and is bound by, the terms of this Agreement. We will treat you as having accepted this Agreement if you continue to instruct us after you have received it.

This Agreement constitutes the entire agreement between us in relation to the services and the other matters covered in this Agreement, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.

Both of us may execute this Agreement (and modifications to it) by electronic means. Both of us must agree in writing to modify this Agreement.

You represent and warrant that the person signing this Agreement on your behalf is expressly authorised to execute it and to bind you and any of your affiliates or others for whom services are performed to its terms.

This Agreement will continue to be effective until we advise you of any change in the arrangement.

About Us

Brentnalls is not a partnership or a joint venture. Instead, the business of Brentnalls SA is independently owned and operated and it is an independent member of the Brentnalls affiliation of accounting firms. Individual member firms do not accept responsibility or liability for the actions or inactions of any other individual member firm.

Our Services

We will provide our services to you in accordance with this Agreement and with the degree of skill, care and diligence expected of a professional providing services of the same kind.

We will use all reasonable efforts to complete the services within any agreed time frame.

Our Team

We will use reasonable efforts to ensure that our representatives named in our letter of engagement are available to provide the services. However, if we need to, we may replace or reassign any representative at any time on reasonable notice to you.

Each of us agrees that, during the term of this Agreement and for a period of six months after it ends, neither of us will directly or indirectly solicit for employment any representative of the other who is involved with the services. However, both of us may advertise or recruit generally during this time.

Confidentiality

Each of us agrees to protect and keep confidential any confidential information that is given to us by the other.

We follow professional standards of confidentiality and will treat information disclosed to us by you or on your behalf ("client information") in accordance with section 140 of the International Federation of Accountants (IFAC) Code of Ethics and section 140 of APES 110 Code of Ethics for Professional Accountants as issued by the Accounting Professional and Ethical Standards Board (APESB).

Except as set out in this Agreement, or where both of us agree otherwise in writing, we will only use or disclose your confidential information to provide our services to you or other services you may request.

Where relevant, we may use, disclose and transfer your information to other member firms and our representatives, who will use and disclose it only to assist in providing the services to you.

We may disclose your information to our own professional advisors and insurers on a confidential basis.

Either of us may disclose any confidential information to the extent that it is required to be disclosed by law, order of any court, tribunal, authority or regulatory body, rules of any stock exchange or any professional obligations or requirements. A party disclosing any confidential information must, where practical and to the extent permitted by law, notify the other of the requirement to disclose and only disclose the minimum confidential information required to comply with the law or requirement.

You agree that we may aggregate your information and use and disclose that information in a de-identified form as part of research and advice, including, without limitation, benchmarking services.

We will return your information to you at any time at your request. We may also destroy your information upon your request. However, to the maximum extent permitted by law, we are entitled to retain a copy of any information you provide to us or which forms part of our work or our working papers, provided that we will continue to keep this information confidential in accordance with this Agreement.

Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations.

Personal Information & Privacy

We will handle personal information in accordance with the *Privacy Act 1988* (Cth) ("Privacy Act") and our privacy policy available at http://www.brentnalls-sa.com.au/privacy_policy.

Our privacy policy sets out:

1. the purposes for which your personal information is collected;
2. the consequences if your personal information is not provided to us;
3. the third parties to which we disclose your personal information;
4. how you may seek access or correction of your personal information;
5. whether your personal information is likely to be disclosed to overseas entities and in which countries; and
6. how you may complain about a breach of our obligations in respect of your personal information and how such a complaint will be dealt with.

You agree to work with us to ensure that both of us meet our obligations under the Privacy Act including, where relevant, notifying any individual whose personal information is disclosed to us of who we are and how we propose to use and disclose their information.

Where you provide us with any personal information, you warrant that you have collected the personal information in accordance with the Privacy Act, that you are entitled to provide the personal information to us and that we may collect,

use and disclose the personal information for the purpose of providing our services to you or as otherwise permitted by this Agreement.

Intellectual Property

Unless we agree otherwise, we will retain ownership of the intellectual property rights in our work. We grant you a royalty-free, non-exclusive, perpetual, world-wide licence to use and reproduce any reports we provide to you for the purpose for which the report was prepared and any related incidental internal purposes in accordance with the terms of this Agreement.

You agree that we may use your logos and marks on our work, unless you tell us otherwise.

We retain ownership of all intellectual property rights in all of our working papers prepared in connection with the services.

Our Work

You agree that you will only rely on our final written deliverables. If you wish to rely on something that we have told you, please let us know so that we can prepare a written deliverable on which you may rely.

We accept no liability or responsibility to any third party in connection with our services. You agree to indemnify us against any liability (including legal costs) that we may incur in connection with any claim by a third party regarding this Agreement or our services.

Our Fees

You agree to pay us the fees for the services in accordance with this Agreement.

Unless we state otherwise, our fees exclude GST. You agree to pay any GST imposed on us, now or in the future, in relation to this Agreement. Where GST is payable on any taxable supply made under this Agreement, you agree that the fee payable for this supply will be increased by an amount equivalent to the GST payable by us in respect of that supply.

We will charge you at cost for any expenses we incur in providing our services to you. We will tell you what these expenses are before we incur them if they are anything other than incidental.

Without limiting any other rights we may have, we are entitled to suspend or terminate the services, in whole or part, or to retain or withhold any information we may hold in relation to the services or any work we have done for you if you do not pay our invoices on time.

If we are required to provide information about you or the services to comply with a statutory obligation, court order or other compulsory process, you agree to pay all of our reasonable costs and expenses we incur in doing so.

What You Agree To Do

In order for us to be able to provide our services to you, you agree to:

1. Promptly provide us with all information, instructions and access to third parties we reasonably require to perform the services.
2. Ensure that information provided to us is accurate, complete and not misleading.
3. Alert us to changes to information provided to us.
4. Provide reasonable facilities for us when we work at your premises.
5. Ensure we are permitted to use any third party information or intellectual property rights you require us to use to perform the services.
6. Review documents we prepare for you carefully and let us know if anything does not appear to be accurate or complete.
7. Sign and return to us promptly any tax returns or other forms we have agreed to lodge for you as part of our services, so we can lodge them on time. Otherwise, the relevant authority may charge you with penalties and interest.
8. Take reasonable care to meet your obligations under tax and revenue laws, including keeping records required by those laws.

Our performance depends on you also performing your obligations under this Agreement. You agree that we are not liable for any default that arises because you do not fulfil your obligations under this Agreement or at law.

Health & safety

We are committed to ensuring the health and safety of our team members. To this end, we expect that you will:

- a) ensure that your premises are safe for Brentnalls persons who may attend your premises;
- b) provide Brentnalls persons who visit your premises or perform work at your premises with:
 - i. any site induction under your policies;
 - ii. any information about hazards or risks to health and safety; and
 - iii. details of any emergency plans and procedures (including evacuation plans) relating to the premises.

Our Responsibility to You

To the maximum extent permitted by law, you (and any others for whom we provide services) may not recover from us, in contract or tort, under statute or otherwise, any amount with respect to any loss of profit, data or goodwill, or any indirect or consequential, costs, loss or damage in connection with claims arising out of this agreement or otherwise relating to the services, whether or not the likelihood of such loss or damage was contemplated.

To the maximum extent permitted by law, no term, condition or warranty is to be implied in this Agreement except as expressly provided in this Agreement.

Our liability to you is limited by a scheme approved under professional standards legislation, except where we provide our services as a financial services licensee. A copy of the scheme may be obtained from us upon request.

Our liability to you will be reduced to the extent to which any loss or damage (including interest or costs) arises from or relates to the acts or omissions of you or any third party. We will not be liable to you for any consequential or indirect loss (including but not limited to loss of profits).

You may not make a claim or bring proceedings relating to the services or otherwise under this Agreement against any other Brentnalls firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees.

Ownership Of Documents

All original documents obtained from you arising from our engagement will remain your property. However, we reserve the right to make a reasonable number of copies of the original documents for our records.

All documents produced by us in respect of this engagement will remain the property of the firm.

The firm has a legal right of lien over any client documents in our possession in the event of a dispute with you.

Electronic Communication

We each agree to take reasonable precautions to protect our own information technology systems, including implementing reasonable procedures to guard against viruses and unauthorised interception, access, use, corruption, loss or delay of electronic communications.

We may develop or use electronic tools (e.g. spreadsheets, databases, software) in providing our services. We are not obliged to share these tools with you, unless they are specified as a deliverable in this Agreement. If they are not a specified deliverable, and we do share them with you, you agree that:

- a) they remain our property;
- b) we developed them solely for our use;
- c) you use them at your own risk; and
- d) you may not provide them to any third party.

Conflict Of Interest

We have relationships with many clients. This means that after this Agreement starts we may identify circumstances that could cause us to have a conflict of interest. If this happens, we will evaluate the potential conflict and, depending on the circumstances, apply appropriate safeguards to manage it. For example, we may notify you of a relationship that creates a conflict and ask for your consent to continue to provide you with the services. However, you acknowledge that we may need to terminate this Agreement if we are unable to resolve or manage a conflict of interest satisfactorily.

You are also required to advise us if you become aware of any conflict of interest or potential conflict of interest. Generally, a conflict of interest arises where there is an event which may result in us becoming

unable to remain objective in the performance of our services to you. Some examples of events which could give rise to a conflict of interest or potential conflict of interest during our engagement are changes to your business circumstances, events affecting your family (e.g. death and/or marriage breakdown) or a legal action commencing against you.

Termination

You may terminate our engagement by giving us written notice at any time. If you do so, you will be obliged to pay our fees for work done and for other charges incurred up to the time of termination.

We may terminate our engagement:

- by giving you reasonable notice, except where our engagement is for a set duration;
- if any payment (including payment of a bill or money in advance) due by you to us is not paid on the due date;
- if you do not provide timely, accurate and proper instructions;
- if, by continuing to act for you, we would be required to act contrary to any legal, regulatory or professional conduct obligation or similar just cause; or
- if there is any change in the financial or legal status of any associated third party.

Termination by us on any of those grounds does not prejudice or otherwise affect any lien in our favour created under these this Agreement.

Dispute Resolution

If a dispute arises in connection with this Agreement, you agree to meet with us to attempt to resolve it. If the dispute is not resolved through those negotiations, you agree that we will both attempt to resolve the dispute through mediation before commencing legal proceedings.

Relationship Between The Parties

We are engaged as an independent contractor. Except as expressly provided, neither of us is an agent or representative of or has the authority to bind the other. Except as expressly provided, 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. This Agreement is not intended

and will not be taken to constitute a partnership, agency, employment, joint venture or fiduciary relationship between us.

Assignment

Neither of us may assign nor deal with our rights under this Agreement without the other's prior written consent.

Severability

If any of the terms of this Agreement are not legally enforceable then that term or the relevant part of it will be either amended as appropriate to make it enforceable or severed. In all other respects, this Agreement will have full effect.

Force Majeure

Neither of us is liable to the other for delay or failure to fulfil obligations (other than an obligation to pay) to the extent that the delay or failure arises due to an unforeseen event beyond their reasonable control which is not otherwise dealt with in this Agreement. Each of us agrees to use reasonable endeavours to remove or overcome the effects of the relevant event without delay.