

STANDARD TERMS AND CONDITIONS

1. ENGAGEMENT

- a. Our letter of engagement to you with respect to each matter in which you request our services (Engagement letter) and these standard terms and conditions of engagement of Adams Triglone Pty Limited and any of its practice entities, Partners, Directors, consultants and employees (collectively referred to as "Adams Triglone") including any written variation (together "agreement") will apply to the work to be performed for you ("Client") as described in the Engagement Letter ("Services").
- b. This agreement constitutes the entire agreement between Adams Triglone and the Client. Where there is inconsistency between the Engagement Letter and these terms, the Engagement Letter will prevail.
- c. The client acknowledges that Adams Triglone is engaged under this agreement as an independent contractor. No person has been authorised to give any representations on behalf of Adams Triglone except as set out in the Agreement and any such representations, which have been or may be given cannot be relied upon and are void.
- d. In the event that any of the terms of the Agreement are or become invalid, illegal or unenforceable, the remainder survive unaffected.
- e. The offer contained in the Engagement Letter must be accepted by written confirmation. However, if, for any reason, written confirmation is not received, but the Client continues to provide Adams Triglone with information and instructions regarding its financial affairs, this will be construed as acceptance.

2. RECURRING ENGAGEMENTS

For a recurring engagement, Adams Triglone, may decide not to send an Engagement Document on each occasion. The following factors may affect the decision:

- a. any indication that the Client misunderstands the objectives and scope of the engagement;
- b. any significant changes in the Terms of Engagement;
- c. a recent change of Client management or ownership;
- d. a significant change in the nature or size of the Client's business; or
- e. legal requirements.

3. CLIENT OBLIGATIONS

- a. The Client agrees to pay for the Services described in the Engagement Letter.
- b. The Client will provide promptly to Adams Triglone all reasonable and necessary assistance, including access to all information which Adams Triglone considers to be relevant to the provision of the Services, so as to enable Adams Triglone to provide the Services. The client must update information provided by it to Adams Triglone where there has been a material change to that information which affects the scope or performance by Adams Triglone of the Services.

4. UNAVOIDABLE DELAYS

- a. Adams Triglone is not liable for any failure or delay in providing the Services if caused, or contributed to, by an act or event (including the non-performance of the client's obligations) that is beyond the control of Adams Triglone or was not foreseen at the time of entering into this Agreement. Adams Triglone will advise the Client of the delay and cause. Adams Triglone is entitled to review its fees where such delays occur.

5. SPECIFIED ENGAGEMENT PERSONNEL

- a. The Client will not offer employment to any Adams Triglone Partner, Director or employee working on the engagement or induce or solicit any such person to take up employment with the Client; nor will the Client use the services of any such person, either independently or via a third party, for a period of six months following the end of any involvement by that person with any engagement for the Client. Breach of this condition will render the Client liable to pay Adams Triglone liquidated damages equal to 25% of that person's proposed total annual remuneration.
- b. Adams Triglone's intention at the time of entering any Agreement is that any persons employed by Adams Triglone may provide the services until completion or termination of any Agreement.

6. USE OF REPORTS AND ADVICE

- a. All communications by Adams Triglone with the Client, its employees or agents, whether written or oral are provided solely for the use of the client in connection with this Agreement, and without Adams Triglone's prior written consent must not be used for any other purpose or referred to in any document or made available to any other person (except the Client's legal advisors or other professional advisors assisting in matters related

to this Agreement). No other party is entitled to rely on Adams Triglone's reports or advice for any purpose whatsoever. Adams Triglone disclaims any responsibility to any such third party who has had communicated to them the report or advice provided by Adams Triglone to the Client as part of this Agreement.

- b. Written advice and final reports take precedence over any oral advice and interim reports. Adams Triglone is not responsible for updating any opinions, advice or reports subsequent to the issue of a final version of a written advice or report.

7. COMMUNICATIONS

- a. From time to time, Adams Triglone may communicate with the Client by electronic media (such as email, including forwarding copies of documents). The Client agrees that Adams Triglone may communicate with the Client and other parties involved in the transaction (such as lawyers, valuers and brokers) by email, and acknowledges that a security risk may exist in respect of electronic media and agrees to assume the risk associated with transmission and to release Adams Triglone from any claim the Client may have arising from transmission defects, including, but not limited to, viruses and lost emails. In particular, we will not be held responsible for emails that we have sent to the correct address being opened and read by persons who are not the intended recipient.
- b. If any report or correspondence containing opinions or advice is sent electronically, Adams Triglone will not be responsible for any unauthorised copying, interception, interference or delivery failure of the transmission.
- c. The Client should not rely upon any opinions or advice transmitted electronically unless confirmed by letter signed by a Partner/Director or other authorised signatory of Adams Triglone.

8. PROFESSIONAL FEES AND PAYMENT TERMS

- a. Unless otherwise specifically agreed, Adams Triglone's fees will be based on hourly rates which take account of the level of personnel assigned to the engagement. If an estimate of fees has been provided by Adams Triglone to the Client, Adams Triglone will advise the Client if it considers the estimate to be exceeded.

- b. The Client agrees to pay any tax or other charge imposed on Adams Triglone (now or in the future) in relation to any transactions arising in connection with, or as an outcome of, this Agreement. This includes (but is not limited to) any goods and service tax ("GST") imposed under A New Tax system (Goods and Service Tax) Act 1999 (Commonwealth) as amended. Any fees charged by Adams Triglone under this Agreement will be initially calculated exclusive of GST. Where GST is payable on any supply provided under this Agreement, the Client agrees that the fee payable for this supply will be increased by an amount equivalent to the GST payable by Adams Triglone in respect of that supply.
- c. If either Adams Triglone or the Client terminate this Agreement, for the reasons set out in the Engagement Letter or for any other reason that justifies termination, Adams Triglone is entitled to its fees incurred up to the termination date.
- d. Disbursements paid or incurred by Adams Triglone on behalf of the Client are separate to Adams Triglone's professional fees. Disbursements may include couriers, travel fares and desktop publishing services. For travel disbursements, Adams Triglone's standard policies apply which are to use business class within Australia for flights of duration greater than four hours (otherwise economy) and business class or equivalent for overseas air travel. All disbursements will be charged at cost.
- e. Adams Triglone will issue invoices monthly or once significant amounts of time have been incurred. Except where the Engagement Letter states otherwise invoices are payable within 14 days of receipt.
- f. Adams Triglone reserves the right to charge interest on overdue amounts at an annual rate pegged to the Australian Taxation Office general interest charge rate ruling on the date payment is due.

9. CONFIDENTIALITY AND PRIVACY

- a. Adams Triglone may wish to obtain publicity for work undertaken on behalf of its clients. Permission to attribute work for the Client publicly will always be obtained in advance. Notwithstanding this condition, the Client authorises Adams Triglone to use references to the Client's name and describe the services

- that we have provided or are providing to the Client in proposals or other similar submissions made to other prospective clients, to market and profile our firm, unless the Client expressly prohibits such disclosure.
- b. Unless otherwise agreed, Adams Triglone is authorised by the Client to communicate or meet with any other person whom it may need to contact to perform the Services or who the Client requests Adams Triglone to contact.
 - c. Without the Client's consent, the persons from Adams Triglone referred to in the Engagement Letter will not carry out any work on behalf of any other client relating to the subject matter of the Engagement Letter, nor disclose to any other individuals within Adams Triglone engaged on work for any other client relating to the subject matter of the Engagement Letter any confidential information.
 - d. The Client acknowledges and accepts that Adams Triglone may be required or that it may be appropriate for Adams Triglone, as required by law in Australia or other appropriate jurisdictions, to disclose information and/or documents relating to the Client and the Services to regulatory or statutory authorities as required.
 - e. Save as set out above or as required by law, Court or arbitration proceedings, regulations, including those made under the Corporations Act, professional duty, or as is requested by regulatory authorities, or as is necessary to protect its own legitimate interests, Adams Triglone will not disclose to any other person (except its own advisors) any confidential information relating to the Client which it obtains during the course of this Agreement, subject of course to the necessity to disclose information in any public report.
 - f. Adams Triglone will ensure that control over all confidential information is strictly monitored with access to such information being restricted to members of the engagement team. All personal information will be dealt with as prescribed by our Privacy Policy, which is compliant with the Privacy Amendment (Private Sector) Act 2000.
 - g. In carrying out the Services it may be necessary for Adams Triglone to obtain from the Client's records personal and sensitive information about employees of the client or

of other persons connected with the Client's business. The Client acknowledges that necessity and declares that it is authorised to release that information to Adams Triglone and otherwise authorises for itself and the persons, Adams Triglone to collect and retrieve that information. The Client states that it has, or will make those persons aware that Adams Triglone has this information and the reasons for its collection and possible disclosure to Government or other body in providing the Services. This authority is given on the understanding that Adams Triglone will only deal with that information in accordance with its Privacy Policy and the National Privacy Principles under the Privacy Act (Cth).

- h. Under the Privacy Act, Adams Triglone is required to advise the Client that it collects information about the Client to assist it in performing and promoting the Services. Adams Triglone will not disclose information about the Client to any person except in the course of providing the Services or for the ordinary administration of Adams Triglone's business. The Client can request access to information held by Adams Triglone about the Client by making a written request to Adams Triglone.

10. CONFLICT OF INTEREST

- a. Before entering this Agreement Adams Triglone will attempt to ensure that it does not create a conflict of interest or that if it does, proper steps (acceptable to the Client and permitted by law) are taken to manage the conflict.
- b. Adams Triglone cannot always identify conflicts because clients frequently trade through subsidiaries or branches whose names are not known to Adams Triglone. The Client agrees to provide Adams Triglone with any names used by it or names of associated entities, to be included in Adams Triglone's conflict checking procedures. The Client must immediately inform Adams Triglone if it becomes aware, during the term of this Agreement that its interests are or may become opposed to those of another person or entity known by the Client to be a client of Adams Triglone.
- c. On notification of a conflict of interest during the term of any Agreement, the engagement

Partner/Director will discuss with the Client and with the other party to the conflict Adams Triglone's continued involvement in this engagement and/or appropriate additional procedures to preserve confidentiality and to ensure independence of advice to attempt to achieve a prompt and satisfactory resolution. The Client's details will be kept confidential during those discussions unless otherwise agreed.

- d. Adams Triglone reserves the right to terminate any engagement without penalty at any time a conflict of interest becomes known to Adams Triglone that, in its opinion or judgement, would prejudicially impact on its obligations, either to the Client or to a third party.

11. COPYRIGHT AND INTELLECTUAL PROPERTY

- a. Unless otherwise agreed, Adams Triglone retains copyright in all material provided to the Client or otherwise generated in connection with any Agreement. The Client must keep confidential any methodologies and technology used by Adams Triglone in connection with any Agreement.

12. RETENTION OF FILES

- a. Adams Triglone reserves the right to keep the Client's files and documents if there is money owing by the Client to Adams Triglone for professional fees or disbursements, even if an Agreement is terminated by Adams Triglone.
- b. The Client authorises Adams Triglone to destroy its files in connection with this Agreement after a period of seven years from the date Adams Triglone provides the Client with a final invoices under any Agreement.

13. LIMITATION OF LIABILITY

- a. Where allowed under law our liability is limited.
- b. Under the Professional Standards Act 1994 (NSW) ("PSA") and the Accountants' Scheme approved under that Act, the liability, if any, of Adams Triglone, its partners, associates and employees or contractors is limited.
- c. A copy of the Act and the Accountants' Scheme is available on the website of The Institute of Chartered Accountants in Australia, <http://www.charteredaccountants.com.au/> If the Client requires further information or a

copy of the Act or Accountants' Scheme, please contact Adams Triglone.

- d. Where the PSA does not apply, the client agrees that Adams Triglone's liability for negligence, in respect of all causes of action arising in connection with the provision of the services under any engagement, shall be limited to the sum which would be payable if the PSA and the Accountants' Scheme approved under that Act did apply.
- e. Subject to the aggregate limit of liability specified in clauses 12(b) and 12(e) above, the liability of Adams Triglone under this Agreement is limited to that proportion of the total direct and indirect loss and damage (including costs and interest) that is attributable to the extent of responsibility of Adams Triglone for such loss and damage.
- f. The Client agrees that to the extent that any loss or damage suffered by the Client is attributable to fault, negligence or lack of care on the Client's part, or on the part of any person for whom the Client is responsible (including other advisors to the Client), Adams Triglone and its partners, directors, consultants and employees have no liability (in tort, contract or otherwise) for such loss or damage.
- g. Where the engagement Letter is addressed to more than one person or entity ("Addressees"), the limit of liability specified above will have to be allocated between addressees. It is agreed that such allocation will be entirely a matter for the Addressees, who are under no obligation to inform Adams Triglone of it, provided always that if (for whatever reason) no such allocation is agreed, no Addressee may dispute the validity, enforceability or operation of the limit of liability on the ground that no such allocation was agreed.
- h. Nothing in this clause excludes, restricts or modifies the application of any provisions of the Trade Practices Act 1974 ("TPA"). In the event that Adams Triglone is in breach of an implied warranty under section 74 of the TPA for Services of a kind ordinarily acquired for personal, domestic or household use or consumption, Adams Triglone may, in its absolute discretion, limit its liability to either resupplying the Services without charge to the Client or to pay the Client the cost of having the Services performed again.

14. INDEMNITIES

- a. The Client agrees to indemnify Adams Triglone and its partners, directors, consultants and contractors and employees (as appropriate) against all liabilities, claims, costs or expenses incurred by Adams Triglone in respect of any claim or action by a third party in connection with the provision of the Services. This indemnity does not apply to any liabilities, costs or expenses incurred in defending a claim by a third party which results from any wilful misconduct by Adams Triglone or its Partners, Directors, consultants and contractors and employees (as appropriate) except when the employees (as appropriate) except when the Client is in breach of clause 5(a).
- b. Adams Triglone is not liable for any losses, damages, costs or expenses arising out of errors due to the provision to it of false, misleading or incomplete information or documentation or due to any acts or omissions of any other person. The Client indemnifies Adams Triglone from any liability it may have to the Client or any third party as a result of any information supplied to Adams Triglone by the Client or any of its agents, where such information and documentation is false, misleading or incomplete in a material respect.

15. COMPLAINT PROCEDURES

- a. It is Adams Triglone's aim to obtain, either formally or informally, a regular assessment of Adams Triglone performance and your client service Partner/Director will always be pleased to hear any suggestions as to how our service can be improved. If you wish to make a complaint, please call or write to the Adams Triglone Managing Partner.

16. TERMINATION

- a. Any engagement will terminate, unless previously terminated, on completion of the engagement.
- b. Adams Triglone reserves the right at any time and without any liability to terminate an engagement if:
 - i. The Client is in material breach of any of the terms of the engagement;

- ii. The Client fails to accept our advice on a material regulatory or professional matter concerning the engagement; or
 - iii. We are not satisfied that we can proceed with the engagement without being in default of applicable laws.
- c. In the event of non-payment of any invoice rendered by Adams Triglone in accordance with its terms for payment, we reserve the right to unilaterally suspend or terminate the engagement with the Client and the services provided under it. Any such suspension or termination of the engagement will be communicated to the Client in writing.
 - d. Following any such suspension or termination Adams Triglone's contractual or tortious duty of care to the Client will cease for any future actions or advice required under the engagement. The Client will remain liable for all fees and out-of-pocket expenses and GST owing together with interest calculable thereon.
 - e. Should either party terminate an engagement prior to its completion, Adams Triglone would cease its work and only bill for fees and any out-of-pocket expenses incurred to that point in time (plus applicable GST).

17. NOTICE IN WRITING

- a. Communications in writing may be sent by post or facsimile transmission or e-mail.
- b. Such communications shall be deemed to be delivered to you two days after posting. If the notice is sent to you by facsimile transmission or e-mail it shall be deemed delivered to you at the date and time of transmission or sending.

18. GOVERNING LAW AND JURISDICTION

- a. The Agreement is governed and construed in accordance with the law of New South Wales. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of New South Wales for determining any disputes or proceedings arising out of or in connection with this Agreement.