

15 September 2021

Thank you for the opportunity to provide you with a quote for our services.

Opteon is pleased to provide you with a quote for services. This quote is based on the instructions you have provided to us and is the basis on which we will provide our services.

OUR REFERENCE	13088366
CLIENT(S)	Russel Rowland
CLIENT ABN	N/A
CLIENT CONTACT	Russell Rowland
CLIENT EMAIL	russell.rowland@furnlink.com.au
PROPERTY	10 Phoebe Crescent, Kensington, Queensland
PURPOSE	Financial reporting purposes and should not be relied upon for any other purpose.
SCOPE	<p>The scope of work is to complete a valuation of the property with the extent of investigation to include:</p> <ul style="list-style-type: none">• collation of information and undertaking our own research regarding the property;• an inspection of the property and measurement of buildings where required;• undertaking research in terms of market prices (and/or costs if applicable) of comparable properties;• preparation of valuation calculations;• preparation of a valuation report; <p>The extent of our investigations does not extend to due diligence or investigative validation of information supplied.</p>
TYPE OF PROPERTY	General Purpose Warehouse
VALUATION BASIS	Unless otherwise requested, the basis of value is Market Value as defined in International Valuation Standards and as adopted by the Australian Property Institute and the valuation is to be completed on the premise of highest and best use.
DATE OF VALUATION	Unless otherwise specified the date of valuation will be the date of inspection.
SPECIAL INSTRUCTIONS	
REPORT FORMAT	Unless otherwise agreed, a written report will be prepared.
REPORT DELIVERY MODE	Email
REQUIRED INFORMATION	<p>If you have any information about the property or information which is relevant to the purpose of this advice please supply this information to us, preferably by email.</p> <p>Relevant documents should be provided with written instruction and may include the following:</p> <ul style="list-style-type: none">- Council Rates Notice (retail/commercial use properties)- Executed copy of Lease Agreement(s) (leased properties)- Details of lease incentives (if any)- Copy of Tenancy Schedule/current rent payable (leased properties)- Executed copy of Contract of Sale inclusive of Vendor's Statement (sold properties) and- Copy of an Asbestos Register (if available)
ADDRESS INVOICE TO	
PROFESSIONAL FEES	\$1,650.00 inclusive of GST.
PAYMENT OF FEES	We require payment of our professional fees prior to the valuation report being released. Please arrange for payment of the invoice once issued.
CURRENCY OF QUOTE	Please note that this quote is only valid for 30 days. If you wish to proceed after 30 days, please contact us to confirm our fee and availability.

QUOTE

10 Phoebe Crescent
Kensington, QLD 4670
Our Reference: 13088366



CURRENCY OF THE SERVICES	The value assessed in any of our services is in Australian dollars.
SERVICE DELIVERY	We estimate completing the valuation in 20 business days. If we are unable to meet the estimated timeframe, we will consult with you as to an updated time for delivery.
TERMS OF ENGAGEMENT	Our Services and report are provided subject to Opteon's Standard Terms and Conditions* which are enclosed. (*Terms not applicable if an enforceable and current contract concerning the services which are the subject of this engagement is in place and binding on the parties as at the date of this quote.)

This quote has been provided on the basis of the information you have provided to us in the quote request. Should our understanding of any of the details below be ambiguous or incorrect, you must immediately advise us and we reserve the right to vary this quote by a reasonable amount to account for any changes.

In order to accept the quote and to engage Opteon kindly respond in one of three ways; either accept it via our online portal, reply via email, stating that you accept this quote as per the details contained herein or write to us with your confirmed and detailed instructions.

If you have any questions or for assistance please feel free to contact us on 1300 40 50 60 or email quotes@opteonsolutions.com and quote the following reference number **13088366**. Thank you again for your business and we look forward to being of service to you.

Standard Terms and Conditions – Valuation Services

1. This Agreement

This Agreement sets out the terms on which we will provide the Services to you.

2. Our Services

2.1 We will provide the Services to you with the degree of skill, care and diligence reasonably expected of a professional providing services of the same kind and in accordance with this Agreement, the ABFI Standing Instructions (where relevant) and any relevant requirements or instructions issued by the API.

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

2.3 At our election, the Services may be performed by a Franchisee where the property, premises or asset to be valued is located in that Franchisee's territory. We will be responsible for all acts and omissions of the Franchisees and Valuers as if they were our acts or omissions. You agree that you will not bring any Claim in connection with the Services or this Agreement directly against any Franchisee or Valuer.

2.4 Unless otherwise agreed, we will be the sole point of contact for any issues in relation to this Agreement.

3. Your Obligations

3.1 You will provide us with instructions requesting a Valuation via a Valuation Request.

3.2 You must provide us with all data, Information and access as is necessary or reasonably required for us to perform the Services.

3.3 You acknowledge and agree that:

3.3.1 we are entitled to and will rely on Information provided by you or your representatives and/or agent and any instructions and approvals given by you or your representatives and/or agent (and that we are released from any liability to the extent of any inaccuracy, inconsistency or omission in same); and

3.3.2 although the Services may include advice, all decisions made, or action taken, in reliance upon that advice are solely your responsibility and are made by you based on your own judgement and knowledge of your circumstances.

4. Our Valuations

4.1 Our Valuations are prepared solely for you (and any other person expressly specified in the Letter or Valuation Request) to use for the Permitted Purpose. You are not authorised to use a Valuation for any other purpose without our prior written consent. We do not accept a duty of care to any other person and you agree to the Valuation specifically disclaiming legal responsibility to any other person that might read the Valuation. In the event that you wish to provide the Valuation to any third party, including any financier, for any reason, before any disclosure occurs, you must first obtain our consent to disclosure of the report being made, and if consent is given (which remains at our discretion and may be

given with extra conditions), you must (i) provide a copy of this Agreement to the third party, (ii) obtain a signed deed poll from the third party acknowledging that it will not rely on the Valuation for any purpose and releases us from any liability (including negligence), and (iii) provide us with the original signed deed.

4.2 You indemnify us against any Loss we may suffer or incur in respect of any Claim by a third party that arises as a result of any use or distribution of a Valuation to that party or their reliance thereon. Furthermore, if we incur liability to any third party as a result of any use or distribution of, or reliance on, a Valuation by any third party:

4.2.1 You will ensure that we can enforce the protections afforded to us under or out of this Agreement (and in particular clause 11) directly against that third party, or if that is not possible or does not occur for any reason, you will do everything necessary to place us in a position as if the protections had been directly enforceable or enforced against that third party also; and

4.2.2 Without limiting the foregoing, you acknowledge and agree, and will do all things necessary to place us in a position so that, the limitation in clauses 11.1 and 11.2 apply so as to limit our liability to you and/or to that third party, severally and/or collectively, on an aggregate basis.

4.3 A Valuation is current at the date of the Valuation only. The value of a property, premises or asset may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property, premises or asset). As such, you release us from any liability for Claim or Loss arising from such subsequent changes in value or where the valuation is relied upon more than 90 days after the date of the valuation, provided always that the 90 day period does not guarantee the value for that period; it always remains a valuation at the date of valuation only.

4.4 Our Valuations will contain certain assumptions, qualifications, limitations and disclaimers (**Notices**). You agree that it is your responsibility to become aware of these Notices and to ensure that the Valuations are only used in the context of, and subject to, such Notices.

4.5 You acknowledge and agree that our Valuations:

4.5.1 cannot be relied upon as advice about taxation, investment or financial strategy nor considered to be legal or accounting advice; and/or

4.5.2 are not a recommendation to take or not take any particular course or action in respect of a transaction or investment opportunity, and will not be relied upon (in whole or in part) to assess or make decisions about, any private placement, capital raising or securities offering of any kind whatsoever.

4.6 If the Services comprise a desktop or kerbside assessment of any kind or you have instructed us not to undertake a full external and internal inspection, you hereby provide your written agreement to our non-inspection and/or partial inspection of

the relevant property being valued and you accept the inherent risk of inaccuracy arising therefrom (including, to the extent relevant to the particular valuation, any risk or risk allocation noted in any applicable API memorandum or guideline).

4.7 If the Service comprises a Virtual Valuation, you acknowledge and agree that:

4.7.1 we will not undertake a physical inspection of the relevant property when preparing the Virtual Valuation and determining the market value of the property. We will form our opinion of value based upon one or more of the following sources: information provided by the property owner or occupant or other third party such as a real estate agent; information already known to the Valuer due to a previous inspection by us; information that we have obtained from public searches or other enquiries. We will take reasonable steps to verify information, documentation and data provided by third parties where we consider it necessary, but otherwise we are entitled to assume that any information provided by third parties is accurate, complete and not misleading;

4.7.2 when a Valuation is completed without inspection of a property there is some inherent risk of diminished accuracy as the Valuer has not personally confirmed the building area, accommodation or features and condition of any improvements or essential repairs. You understand the risks inherent in the Valuer not undertaking a physical inspection;

4.7.3 the Virtual Valuation may not fully comply with the ABFI Standing Instructions and any non-compliance with the ABFI Standing Instructions will not be considered a failure to meet any relevant obligations or service levels set out in this Agreement.

5. Our Fees

5.1 You agree to pay us the Fees for the Services.

5.2 Other than in respect of a change to Fees in accordance with clause 5.3, we will give you at least 30 days' notice of any proposed changes to the Fees.

5.3 If the Agreement applies to Services to be provided from time to time on an ongoing basis, on each anniversary of the Commencement Date, the Fees will be automatically indexed and increased by CPI or 2.5% whichever is higher.

5.4 If a Valuation Request is expected to involve complexity or disproportionate resources, we may request a higher fee for the Valuation. Any higher fee will be agreed with you prior to us proceeding with the Valuation Request.

5.5 Where the property, premises or asset you would like us to value falls outside of the types, zones or value ranges listed in our Fee Schedule, we will provide you with a quote for the Fee prior to commencing the Valuation. The quote will be valid for a period of 30 days from the date of issue unless the quote specifies otherwise.

5.6 Where we have provided you with a quote for the Fee for a Valuation and you instruct us to proceed with the Valuation or pay the Fee, you have accepted the quoted Fee for that Valuation (and these terms).

5.7 Unless stated otherwise, the Fees are expressed exclusive of 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 equal to the GST payable by us in respect of that supply.

6. Invoicing

6.1 Where we have agreed that you do not need to prepay for our Services, we will invoice you in arrears for the Fees once we provide you with the Valuation (unless agreed otherwise) and you will pay our invoice within 14 days of receiving it (unless agreed otherwise). If you dispute an invoice, you will still pay the undisputed amount and we will work together to resolve the dispute. Where amounts remain due and unpaid, we may charge you interest at an annual rate of 2% over the Bank Bill Swap Rate published in the Australian Financial Review on the date payment is due.

6.2 Without limiting any other rights we may have, we may suspend (for a time or indefinitely) or terminate the Services, in whole or part, or withhold any Valuation if our Fees (in whole or part) have not been paid by you (or anyone else responsible for payment thereof).

7. Unexpected delay

7.1 We will not be responsible to you or anyone else (and you will not assert we are in breach or liable) for any failure in providing the Services or any Valuation to the extent such failure is caused by an Unexpected Delay. We will notify you if there is a delay that will affect the provision of the Services or any Valuation and the cause of the delay.

7.2 If it is necessary or we are required to perform additional services or incur additional costs because of an Unexpected Delay, where those additional services are required or costs are incurred due to your act or omission, you will pay us additional Fees for those services or costs and in other cases, we may charge you additional Fees as are reasonable.

8. Confidentiality

8.1 Each of us agrees to protect and keep confidential any Confidential Information that is given to us by the other. 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 as necessary to provide the Services to you.

8.2 Where relevant, we may use, disclose and transfer your Information (even if Confidential Information) to our Franchisees and Representatives who will use and disclose it only to provide the Services to you. In addition, we may disclose your Information to our professional advisers, any regulating body or insurers on a confidential basis.

8.3 Subject to clause 8.4, 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.

8.4 A party disclosing Confidential Information under clause 8.3 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.

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

8.6 We will return to you or destroy your Information at any time at your request, however, we are entitled to retain a copy of your Confidential Information or any Information you give to us for any lawful record keeping purposes, provided that we continue to keep this Information confidential in accordance with this Agreement.

9. Personal information and privacy

9.1 We will handle Personal Information in accordance with the Privacy Legislation and our privacy policy available at www.opteonsolutions.com/au/privacy-policy/.

9.2 You agree to work with us to ensure that both of us meet any obligations that each of us may have under the Privacy Legislation including, where relevant, notifying the individual to whom the Personal Information relates of who we are and how we propose to use and disclose their information.

9.3 Where you provide us with any Personal Information, you confirm that you have collected the Personal Information in accordance with the Privacy Legislation, 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 the Services to you or as otherwise permitted by this Agreement.

10. Intellectual Property

10.1 Except as set out in clause 10.3, we own (and despite anything to the contrary, may commercialise or exploit for our economic benefit and for any purpose whatsoever) the Intellectual Property Rights in the Valuations and Our Data.

10.2 Subject to clause 10.3, we grant, or will procure from any third party the right to grant, to you an irrevocable, perpetual, worldwide, non-exclusive, royalty-free licence to use and reproduce the Valuations for the Permitted Purpose and your internal business purposes.

10.3 The photos used in a Virtual Valuation may not have been taken by us (**Third Party Photos**). Where possible, Third Party Photos (other than photos sourced from the property contact who has not been attributed) have been attributed to the source from which we obtained the photo in the Virtual Valuation. We make no warranties or representations in respect of, and are unable to assign to you, any Intellectual Property Rights subsisting in the Third Party Photos.

11. RELEASE, INDEMNITY AND OUR LIMITATION OF LIABILITY

11.1 Except to the extent that legislation does not permit Us to limit our liability, you acknowledge and agree that:

11.1.1 Our maximum aggregate liability for any Claim or Loss, whether arising in connection with the Services or the subject matter of this Agreement (including negligence) is limited to three (3) x the Fees or \$500,000, whichever amount is the lesser; and

11.1.2 If clause 11.1.1 is not enforceable by us for any reason whatsoever, our maximum aggregate liability for any Claim or Loss arising in connection with the Services or the subject matter of this Agreement (including negligence) is limited in the manner provided by the APIV Limited Liability Scheme (being a scheme approved under Professional Standards Legislation.)

11.2 Without limiting clause 11.1:

11.2.1 we will only be liable to you for that proportion of the total Loss caused or contributed to by us;

11.2.2 we will not be liable to you (nor will you assert any Claim against us) for any Consequential Loss; and

11.2.3 we will not be liable unless you notify us of that Loss within 12 months of it occurring.

11.3 You indemnify us for and in respect of all Loss which we may suffer or incur arising from or in any way connected with any breach by you of this Agreement.

11.4 Nothing in this Agreement shall restrict, modify or limit your rights under the Australian Consumer Law.

11.5 You represent and agree that:

11.5.1 You waive unconditionally any right, and will not seek, to Claim against Us in excess of any limitation applicable under clause 11.1 or in a manner that is contrary to the protections afforded under clause 11.2;

11.5.2 This clause 11 or any other clause that provides protection to us in respect of our exposure to Claims or Loss are reasonably necessary to protect our legitimate interests; and

11.5.3 We have entered into this Agreement relying on your representations in this regard.

11.6 You acknowledge that in providing a Virtual Valuation we may rely on information, documents, photos and data provided by third parties (**Third Party Information**). Whilst we will always take reasonable steps to verify the accuracy and completeness of Third Party Information, we make no warranties or representations about the accuracy or completeness of that Third Party Information. You release and hold us harmless in respect of any claim, loss, cost or damages that may arise as a direct or indirect consequence of any Third Party Information being incomplete, inaccurate or misleading due to the fraud or recklessness of a provider of Third Party Information.

12. Insurance

We will maintain appropriate insurance in relation to the Services, including professional indemnity insurance with a reputable insurer with an indemnity limit of \$1 million during the term of this Agreement and for a period of seven years after last performing the Services for you.

13. Conflict of interest

If we identify a conflict of interest in respect of the Services at any time, in addition to anything else that we consider necessary to manage the issue, we will notify you and seek your consent to our (or our continued) engagement, or at our

sole and binding election, we may notify that we decline to, or will not continue to, act (in which case you will pay for any Fees incurred to that date).

14. Termination

14.1 You may terminate this Agreement by giving us at least 30 days prior written notice at any time. If the Agreement is terminated for any reason, you must pay our Fees for the Services performed and any other charges incurred, up to the time of termination.

14.2 We may terminate this Agreement:

14.2.1 by giving you notice of at least 30 days;

14.2.2 if any payment due by you under this Agreement is not paid on the due date;

14.2.3 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

14.2.4 if there is any change in your financial or legal status.

14.3 Clauses 4, 5, 6, 8, 9, 10, 11, 12, 15 and this clause 14.3 survive the termination of this Agreement. Nothing in this clause prevents any other provision of the Agreement, as a matter of interpretation, also surviving the discharge, expiration or termination of this Agreement.

15. Dispute resolution

15.1 Each of us agrees to use reasonable endeavours to resolve any dispute that arises in connection with this Agreement.

15.2 If we are unable to resolve a dispute within 14 days of either of us giving the other notice in writing of a dispute, either of us may refer the dispute to mediation to be conducted in Melbourne, Victoria under the Australian Disputes Centre (ADC) guidelines for commercial mediation which are operating at the time the dispute is referred to the ADC.

15.3 If the dispute is not resolved by mediation within 28 days of the appointment of a mediator, either of us may commence court proceedings.

15.4 Despite the existence of a dispute, each of us must continue to perform all of our obligations under this Agreement.

15.5 Nothing in this clause prevents either of us applying to a court for urgent interlocutory relief.

16. General

16.1 We are engaged as an independent contractor. Neither of us is an agent or representative of or has the authority to bind the other. This Agreement is not intended and will not be taken to constitute a partnership, agency, employment, joint venture or fiduciary relationship between us.

16.2 This Agreement is the entire agreement between us for the Services. It supersedes all prior communications, negotiations, arrangements and agreements, either oral or written between us in relation to its subject matter.

16.3 These "Standard Terms and Conditions" prevail to the extent of any omission or inconsistency with anything contained in the Letter, a Valuation Request or a Valuation.

16.4 We may amend these "Standard Terms and Conditions" from time to time. Our prevailing "Standard Terms and Conditions" can be viewed at all times on our website: opteonsolutions.com.

16.5 Neither of us may transfer, assign or novate this Agreement without the prior written consent of the other. However we may elect to subcontract the performance of the Services (in whole or part) without giving notice to you but at all times, we remain liable to you for the acts or omissions of our subcontractors.

16.6 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 ignored, but in all other respects this Agreement will have full effect.

16.7 This Agreement is governed by the law applying in Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

16.8 A waiver by one of us of a breach by the other of any term of this Agreement does not operate as a waiver of another term or a continuing breach by the other of the same or any other term of this Agreement.

16.9 To the extent permitted by law, we disclaim all warranties, either express or implied, in relation to the Services and the Valuations other than any written warranty made in this Agreement.

17. Interpretation

In this Agreement:

17.1 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Agreement;

17.2 words denoting the singular include the plural and vice versa;

17.3 the word 'includes' in any form is not a word of limitation;

17.4 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;

17.5 a person includes a firm, partnership, joint venture, association, corporation or other body corporate;

17.6 '\$' is a reference to Australian dollars;

17.7 'this Agreement' is to this Agreement as amended from time to time;

17.8 a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Agreement;

17.9 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time; and

17.10 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it.

18. Definitions

In this document, the following words have the following meanings:

ABFI Standing Instructions means the standing instructions issued by the Australian Banking and Finance Industry as amended from time to time.

Agreement means the agreement between us and you comprising these “*Standard Terms and Conditions*”, the Letter and in respect of a particular Valuation Request, that Valuation Request and the relevant Valuation.

API means the Australian Property Institute.

APIV Limited Liability Scheme means the Australian Property Institute Valuers Limited’s Limitation of Liability Scheme as amended from time to time.

Commencement Date means the date on which you first instruct us to provide our Services under this Agreement.

Claim means any claim made (whether in the form of an allegation, demand, suit, action or other proceeding of any kind) under or in connection with this Agreement or its subject matter whether arising under contract (including under any warranty or indemnity or any other breach, actual or anticipatory), in equity, restitution, negligence or any other tort, strict liability under statute or otherwise at all

Confidential Information means any information or material which is proprietary to a party or acquired by either of us solely as a result of the Services and is designated as confidential or the recipient ought know or assume is confidential, but excludes any information that:

- (a) is or becomes publicly available, except by a breach of this Agreement;
- (b) is disclosed to either of us by a third party provided that the recipient reasonably believes the third party is legally entitled to disclose such information;
- (c) was known to either of us before we received it from the other or is developed by either of us independently;
- (d) is disclosed with the other’s consent; or
- (e) is required to be disclosed as contemplated by clause 8.3.

Consequential Loss means any loss of actual or anticipated profit or revenue, extraordinary or unexpected financing costs, anticipated savings or business opportunity, loss or corruption of data or systems, or damage to goodwill whether arising at law as direct or indirect loss, and any indirect, consequential, special, punitive, exemplary or incidental loss or damages, whether foreseeable or not and whether we were advised of the possibility of such damages.

CPI means the annual Consumer Price Index (All Groups), Australia (weighted average of eight capital cities) as published by the Australian Bureau of Statistics.

Fees means the fees for the Services set out in the Letter or any quote provided under clause 5.5, as calculated in accordance with our Fee Schedule or any higher fee applicable under clauses 5 or 7.2.

Fee Schedule means our schedule of fees as supplied to you and as amended from time to time.

Franchisee means individuals, partnership or company that has entered into a franchise agreement with our franchisor entity Opteon Franchising Pty Ltd.

GST has the meaning given to it under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Information means any information, documents, material, facts, instructions or Confidential Information provided to us by you or your Representatives or anyone else at your request or on your behalf.

Intellectual Property Rights means all intellectual property rights throughout the world and includes rights in respect of copyright, trade marks, designs, trade secrets and know-how.

Letter means the engagement letter, quote or any other written communication between us which confirms our engagement in respect of the Services.

Loss means any loss, liability, Claim, damages, costs or expenses of whatsoever kind (including, where applicable, Consequential Loss).

Our Data means all data, photographs, field notes, sales data, reports, systems and other materials that we produce, collect, develop or otherwise bring into existence in the provision of the Services (other than Third Party Information, Third Party Photos and any data and materials provided by you to us).

Permitted Purpose means the purpose set out in the Letter, a Valuation Request or otherwise as set out in writing and accepted by us.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in writing or spoken, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Privacy Legislation means the *Privacy Act 1988* (Cth) and any other law that applies to either of us that relates to privacy or to the collection, use, disclosure or handling of information about individuals (including a law of a State or Territory relating to privacy).

Representatives means any officer, employee, consultant, agent, adviser or contractor of either of us.

Services means property or asset valuation services or other property or asset advisory or consultancy services requested by you and agreed by us in accordance with this Agreement.

Unexpected Delay means any delay in providing the Services that is caused or contributed to by an act or event (including the non-performance of your obligations) that is beyond our control or not reasonably foreseeable by us at the time of accepting a Valuation Request.

Us and We means Opteon Property Group Pty Ltd (including if the context requires it, our related bodies corporate as defined by the *Corporations Act 2001* (Cth) and any Franchisee providing the Services).

Valuation means a valuation report in respect of a property, premises or asset prepared by a Valuer pursuant to a Valuation Request.

Valuation Request means the instructing document provided by you in the form agreed by us requesting Services under this Agreement.

Valuer means the valuation professional employed (or engaged) by Us or a Franchisee who is a current financial member of the API (or other equivalent or relevant professional body) with the skills, qualifications and experience necessary to provide the Services.

Virtual Valuation means a **Valuation** in respect of a property undertaken without a physical inspection of the property.

You means the client engaging us to provide the Services.