

Brenda Wishey

From: Mark Bromback <markb@acis.net.au>
Sent: Thursday, 10 March 2022 1:58 PM
To: Brenda Wishey
Subject: RE: THE ECHELON SUPERANNUATION FUND - 2021 Final Queries
Attachments: Acis Holdings Search 2203.pdf

NOTE: ACIS not related party
SMSF owns 16 of 152 shares

Hi Brenda,

Neither member has control of the company
Refer to Z Workpaper

Search attached.

Not sold to related Party

Matt is in the process of settling a sale of 51% of Acis Holdings it will settle 15MAR22.

Echelon Supers share of the sale is \$3,013,268 which values the whole holding at \$5.9m

Regards

—

\$17k was paid back

Mark Bromback
Finance Director

= \$2,995,99.95
See D1bb

P 1800 773 477
F 1800 655 556



markb@acis.net.au
acis.net.au

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From: Brenda Wishey <BrendaW@virtusuper.com.au>
Sent: Thursday, 10 March 2022 1:20 PM
To: Mark Bromback <markb@acis.net.au>
Subject: THE ECHELON SUPERANNUATION FUND - 2021 Final Queries

Hi Mark

We are almost there.....

Can you provide me with a recent Company Extract for ACIS Holdings Pty Ltd?

Based on the 2021 Financials, we have calculated the ACIS Holdings Pty Ltd share price as \$37,000.40 per share. This will result in the market value of the 16 shares being recorded as \$592,006 in the SMSF.

Does Matt believe this is a fair representation of the market value of the shares as at 30th June 2021?

If you have any questions in relation to the above, please do not hesitate to contact us.

Kind regards
Brenda



Brenda Wishey
Senior Accountant

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Schedule 1

The Sellers, Guarantors, Acis Group Companies, ATMP and Reviewa

Part 1 – The Acis Sellers

The Acis Sellers, the Acis Sale Shares and Respective Proportions				
Column 1: Seller	Column 2: Acis Sale Shares	Column 3: Respective Proportion	Column 4: Consideration Shares	Column 5: Notice details of Acis Seller
1 Echelon Superannuation Pty Ltd ACN 600 829 981 as trustee for the Echelon Superannuation Fund	16	10.53%	2,997,631	Postal Address: Locked Bag 1, Fortitude Valley, BC, 4006 Email: matt@acis.net.au Attention: Matthew James Neibling
		Note: Actually Received	15/3/22 \$34,050 & 15/3/22 \$2,979,218	
		Total	\$3,013,268	
2 Echelon Pty Ltd ACN 097 166 197 as trustee for The Echelon Trust	60	39.47%	11,236,133	Postal Address: Locked Bag 1, Fortitude Valley, BC, 4006 Email: matt@acis.net.au Attention: Matthew James Neibling

Summary Fairway Payment Directions

Check

OK

Payment flow and instructions

	Amount	Transferor	Account Name	Account BSB	Account No.
Echelon Pty Ltd ACN 097 166 197	11,172,068	Pemba Capital Fund II	Echelon Trust	014 274	198650737
Echelon Pty Ltd ACN 097 166 197	127,687	Pemba Trusco 1 Pty Ltd	Echelon Trust	014 274	198650737
Echelon Superannuation Pty Ltd ACN 600 829 981	2,979,218	Pemba Capital Fund II	Echelon SMSF	014 274	253894794
Echelon Superannuation Pty Ltd ACN 600 829 981	34,050	Pemba Trusco 1 Pty Ltd	Echelon SMSF	014 274	253894794
Astral Weeks Pty Ltd ACN 051 272 612	2,476,475	Pemba Capital Fund II	Astral Weeks Trust	734 001	686051
Astral Weeks Pty Ltd ACN 051 272 612	28,304	Pemba Trusco 1 Pty Ltd	Astral Weeks Trust	734 001	686051
Veedon Fleece Pty Ltd ACN 600 029 614	1,061,347	Pemba Capital Fund II	Veedon Super	034 001	592584
Veedon Fleece Pty Ltd ACN 600 029 614	12,130	Pemba Trusco 1 Pty Ltd	Veedon Super	034 001	592584
Raceteak Pty Ltd ACN 010 770 920	3,537,822	Pemba Capital Fund II	Ingam SMSF	182 512	963599451
Raceteak Pty Ltd ACN 010 770 920	40,434	Pemba Trusco 1 Pty Ltd	Ingam SMSF	182 512	963599451
FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan #1 Family Trust	3,891,603	Pemba Capital Fund II	Kerrigan Family Trust	084 402	947018780
FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan #1 Family Trust	44,478	Pemba Trusco 1 Pty Ltd	Kerrigan Family Trust	084 402	947018780
FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan Superannuation Fund	3,184,039	Pemba Capital Fund II	Kerrigan SMSF	184 486	121473144
FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan Superannuation Fund	36,391	Pemba Trusco 1 Pty Ltd	Kerrigan SMSF	184 486	121473144
Total	28,626,046				

Total payment check

OK

Pemba Capital Fund II

OK

Pemba Trusco 1 Pty Ltd

OK

Summary Fairway Funds Flow

Integrity

OK

Payment flow and instructions									
	Amount	Transferor	Bank	Account Name	Account BSB	Account No.	Swift Code	Contact Name	Contact Number
Step 1: Debt less fees paid to Agent									
Debt drawdown amount (gross)	15,000,000.00								
Less: establishment fees	(747,500.00)								
Debt drawdown amount (net)	14,252,500.00	Tanarra							
Step 2: Agent to transfer to Fairway BidCo									
Total amount owed to Fairway Bidco	14,252,500.00								
Less: Glas transaction fees	(38,500.00)								
Net amount owing to Fairway Bidco	14,214,000.00	Glas							
Step 3: Fairway BidCo to transfer to Fairway FinCo									
Net amount owing to Fairway Bidco	14,214,000.00								
Less: Cash on balance sheet	(214,000.00)								
Net amount owing to Fairway Finco	14,000,000.00	Fairway Bidco							
Step 4: Fairway Finco to transfer to Fairway Holdco									
Net amount owing to Fairway Holdco	14,000,000.00	Fairway Finco							
Step 5: Fairway Holdco to transfer to shareholders - payment 1									
Net amount owing to Echelon Superannuation Pty Ltd	681,802.84	Fairway Holdco	Echelon Superannuation Pty Ltd	014 274	253894794			Matt Niebling	0413 877 094
Net amount owing to Echelon Pty Ltd	2,555,627.21	Fairway Holdco	Echelon Pty Ltd	014 274	198650737			Matt Niebling	0413 877 094
Net amount owing to Astral Weeks Pty Ltd	566,550.33	Fairway Holdco	Astral Weeks Pty Ltd	734 001	686051			Gavin Barnes	0418 716 204
Net amount owing to Veedon Fleece Pty Ltd	242,807.19	Fairway Holdco	Veedon Fleece Pty Ltd	034 001	592584			Gavin Barnes	0418 716 204
Net amount owing to Raceteak Pty Ltd	809,357.51	Fairway Holdco	Raceteak Pty Ltd	182 512	963599451			Martin Kerrigan	0438 873 278
Net amount owing to FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan #1 Family Trust	890,293.24	Fairway Holdco	FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan #1 Family Trust	084 402	947018780			Martin Kerrigan	0438 873 278
Net amount owing to FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan Superannuation	728,421.78	Fairway Holdco	FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan Superannuation	184 446	121473144			Martin Kerrigan	0438 873 278
Net amount owing to Pemba Capital Fund II	6,662,987.61	Fairway Holdco	Pemba Capital Fund II	032 102	387 767			Susi Murphy	0419 739 789
Net amount owing to Pemba Trusco 1 Pty Ltd	76,152.29	Fairway Holdco	Pemba Trusco 1 Pty Ltd	032 102	423 350			Susi Murphy	0419 739 789
Subtotal	13,214,000.00								
Step 6: Fairway Holdco to transfer to shareholders - payment 2									
Net amount owing to Echelon Superannuation Pty Ltd	40,555.25	Fairway Holdco	Echelon Superannuation Pty Ltd	014 274	253894794			Matt Niebling	0413 877 094
Net amount owing to Echelon Pty Ltd	152,014.76	Fairway Holdco	Echelon Pty Ltd	014 274	198650737			Matt Niebling	0413 877 094
Net amount owing to Astral Weeks Pty Ltd	33,699.75	Fairway Holdco	Astral Weeks Pty Ltd	734 001	686051			Gavin Barnes	0418 716 204
Net amount owing to Veedon Fleece Pty Ltd	14,442.75	Fairway Holdco	Veedon Fleece Pty Ltd	034 001	592584			Gavin Barnes	0418 716 204
Net amount owing to Raceteak Pty Ltd	48,142.50	Fairway Holdco	Raceteak Pty Ltd	182 512	963599451			Martin Kerrigan	0438 873 278
Net amount owing to FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan #1 Family Trust	52,956.75	Fairway Holdco	FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan #1 Family Trust	084 402	947018780			Martin Kerrigan	0438 873 278
Net amount owing to FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan Superannuation	43,328.25	Fairway Holdco	FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan Superannuation	184 446	121473144			Martin Kerrigan	0438 873 278
Net amount owing to Pemba Capital Fund II	396,330.28	Fairway Holdco	Pemba Capital Fund II	032 102	387 767			Susi Murphy	0419 739 789
Net amount owing to Pemba Trusco 1 Pty Ltd	4,529.72	Fairway Holdco	Pemba Trusco 1 Pty Ltd	032 102	423 350			Susi Murphy	0419 739 789
Subtotal	786,000.00								
Total	14,000,000.00								
Check - total		14,000,000	OK						
Check - first payment	13,214,000	13,214,000	OK						

The persons specified in **Part 1** of **schedule 1**
(Column 1)

The persons specified in **Part 2** of **schedule 1**
(Column 1)

The persons specified in **Part 3** of **schedule 1**
(Column 1)

Fairway BidCo Pty Ltd

Fairway HoldCo Pty Ltd

All Things Must Pass Pty Ltd

Share Sale and Purchase Agreement

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Date 14 February 2022

Parties

The persons specified in Part 1 of schedule 1 (Column 1) (each an Acis Seller and together the Acis Sellers)

The persons specified in Part 2 of schedule 1 (Column 1) (each an ATMP Seller and together the ATMP Sellers)

The persons specified in Part 3 of schedule 1 (Column 1) (each a Guarantor and together the Guarantors)

The person specified in **Part 5 of schedule 1 (Column 1) (ATMP)**

Fairway BidCo Pty Ltd ACN 657 172 257 of Level 45, Gateway, 1 Macquarie Place, Sydney NSW 2000 (**Buyer**)

Fairway HoldCo Pty Ltd ACN 657 067 868 of Level 45, Gateway, 1 Macquarie Place, Sydney NSW 2000 (**HoldCo**)

Background

- A The Sellers are the registered holders of the Sale Shares.
 - B The Sellers have agreed to sell, and the Buyer has agreed to buy, the Sale Shares on the terms and subject to the conditions set out in this agreement.
 - C As part of the consideration for the purchase of the Sale Shares, HoldCo has agreed to issue the Consideration Shares to the Sellers on the terms and subject to the conditions set out in this agreement.
 - D Each Guarantor has agreed to guarantee the Guaranteed Obligations.
-

Agreed terms

1 Definitions

1.1 Defined terms

In this agreement these terms have the following meanings:

- | | |
|--------------------------|--|
| Accounting Expert | (a) A partner from PricewaterhouseCoopers, Deloitte or EY who has no direct or personal interest in the outcome of the dispute or the issue in respect of which they are consulted pursuant to this agreement, as agreed between the Buyer and the Sellers (acting jointly) in writing; or |
| | (b) failing agreement under paragraph (a) above, the first person on the list of potential suitably qualified and experienced nominees provided by the President (or |

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	Acting President) for the time being of the Resolution Institute at the request of either the Buyer or the Sellers (acting jointly).
Accounting Standards	<p>(a) The requirements of the Corporations Act about the preparation and contents of financial reports; and</p> <p>(b) the accounting standards approved under the Corporations Act, being the Australian Accounting Standards and any authoritative interpretations issued by the Australian Accounting Standards Board.</p>
Accounts	<p>The special purpose unaudited financial statements for each Group Company, including the:</p> <p>(a) statement of financial position as at the Accounts Date;</p> <p>(b) statement of cash flows for the year ended on the Accounts Date; and</p> <p>(c) statement of profit or loss and other comprehensive income for the year ended on the Accounts Date,</p> <p>and the notes to those financial statements, identified as documents 080121 to 080129 (inclusive) in the Data Room.</p>
Accounts Date	30 June 2021.
Acis	Australian Company Incorporation Services Pty Ltd ACN 131 906 851.
Acis Equity Participation Scheme	The equity participation scheme constituted by the Company pursuant to the Acis Equity Participation Scheme Rules (being document 0913 in the Data Room).
Acis Legal	Acis Legal Pty Ltd ACN 634 098 543.
Acis Sale Shares	The shares in the capital of the Company, being those shares set out opposite the names of the Acis Sellers in Part 1 of schedule 1 (Column 2).
Acis Settlements	Acis Settlements Pty Ltd ACN 081 961 391.
Acis Settlements Control Agreement	Has the meaning in subparagraph 10 of paragraph 1.2 of schedule 6 .
Adjustment Amount	<p>The sum of:</p> <p>(a) the difference between the Completion Working Capital and the Estimated Working Capital; and</p> <p>(b) the difference between the Completion Net Debt and the Estimated Net Debt,</p> <p>which may be a positive or negative amount.</p>

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Adjustment Determination Date	<p>The earliest of the dates on which the Completion Accounts are:</p> <p>(a) accepted by the Sellers pursuant to paragraph 5.4 of schedule 2;</p> <p>(b) agreed under paragraph 5.3 of schedule 2; or</p> <p>(c) determined under schedule 5.</p>
Agreed Form	A document which is initialled by, or otherwise confirmed in writing as being in agreed form, by each of the legal advisor to the Sellers and the legal advisor to the Buyer on or prior to the Execution Date.
ASIC	The Australian Securities and Investments Commission.
Assets	<p>Each of the following:</p> <p>(a) the Business Records;</p> <p>(b) the Business Intellectual Property;</p> <p>(c) the Plant and Equipment owned by the Group Companies;</p> <p>(d) the client Contracts and work in progress;</p> <p>(e) the shares in the Subsidiaries; and</p> <p>(f) all other assets owned by the Group Companies.</p>
ATMP Sale Shares	All of the shares in the capital of ATMP, as set out opposite the names of the ATMP Sellers in Part 2 of schedule 1 (Column 2).
Authorisation	Includes an authorisation, consent, agreement, notice of non-objection, certificate, licence, permission, approval, permit or declaration or exemption from, by or with a Government Agency.
Barnes	Gavin James Barnes, whose details are set out opposite his name in Part 3 of schedule 1 (Column 3).
Base Rate	<p>The rate per centum per annum determined by the Payee to be the average of the buying rates quoted to the Payee by at least three Australian banks on or about that day. The buying rates must be for bills of exchange accepted by a leading Australian bank and which have a term of 90 days.</p>
Business	(a) In respect of the Group, the business carried on by the Group as at and prior to the Execution Date, being the provision of company incorporation and secretarial services, trust constitution, settlement and related administrative services, self-managed superannuation fund creation and administrative services, corporate governance arrangements, and other miscellaneous company secretarial services; or

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- (b) in respect of the Buyer Group, the business (if any) carried on by the Buyer Group as at and prior to the Execution Date.

Business Data

Each of the following:

- (a) all data and information (whether or not confidential information) relating to the Group Companies and the Business including data relating to operations, facilities, customers, personnel, assets, products, sales, transactions, security, events, configurations, environments, users and systems, in whatever form;
- (b) all data and information contained in the Business Records, and
- (c) all other data and information contained on the IT Systems,

including any:

- (d) Personal Information collected or held by the Group Companies;
- (e) database in which such data or information is contained;
- (f) documentation or records related to such data or information; or
- (g) results of the use or manipulation of such data or information.

Business Day

A day which is not a Saturday, Sunday or bank or public holiday in Sydney or Brisbane.

Business Intellectual Property

Each of the following:

- (a) the intellectual property registered to a Group Company, including as described in **schedule 12**;
- (b) the Know-how owned by the Group Companies;
- (c) each registration for the Domain Names in respect of which a Group Company is the registrant, and copyright in the content of the website referred to by the Domain Names;
- (d) copyright in the source code to proprietary software owned by the Group Companies;
- (e) the Intellectual Property Rights in the Business Records; and
- (f) all other Intellectual Property Rights owned by the Group Companies.

Business Records

All books, files, reports, correspondence, documents, data, programmes and other records (in whatever form stored) owned by a Group Company, including all:

- (a) minute books, statutory books and registers, books of account and copies of taxation and other returns;

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- (b) title deeds and other documents of title;
- (c) copies of Authorisations;
- (d) sales literature, market research reports, brochures and other promotional material;
- (e) sales and purchasing records;
- (f) lists of all suppliers and customers;
- (g) trading and financial records;
- (h) contracts;
- (i) employee records, including those required to be kept under the *Fair Work Act 2009* (Cth) and the *Fair Work Regulations 2009* (Cth); and
- (j) copies of insurance policies and certificates of currency of insurance held by a Group Company.

Business Warranties

The Warranties (other than the Title and Capacity Warranties and the Tax Warranties).

Buyer Group

HoldCo, FinCo, the Buyer and each of their subsidiaries (other than the Group Companies), and **Buyer Group Member** means any member of the Buyer Group.

Buyer's Key Personnel

Each of:

- (a) Tom Matthews;
- (b) Vlad Vukic;
- (c) Tom Simpson; and
- (d) Mark Bryan.

Buyer Warranties

The warranties and representations of the Buyer set out in **schedule 8**.

Captured Cash

The following:

- (a) Cash which is not freely distributable due to legal, regulatory or contractual restraints;
- (b) Cash which is held by an agent of a person pursuant to a regulatory or contractual requirement (if any);
- (c) any Cash in the form of any issued but uncleared cheques, wires or drafts, issued on or before the Effective Time; or
- (d) Cash which is held as collateral by a person in respect of obligations of the person, including as rent or lease deposit guarantees, performance guarantees or similar; or
- (e) Cash which is held by the person for clients or customers of the person, including cash that is received from clients or customers for services in advance of these services being provided and any customer deposits or prepayments or similar.

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Cash	The aggregate balance of all cash or cash equivalents (held by a Group Company and ATMP, or credited to an account with any banking, financial, lending or other similar institution or organisation and repayable on demand without condition) of the Group and ATMP, as applicable, as at the Effective Time, as shown by the reconciled cashbook balances of the Business, and as determined in accordance with the Specific Accounting Policies.
Claim	Any claim, demand, legal proceedings or cause of action, including any claim, demand, legal proceedings or cause of action under common law or under statute in any way relating to this agreement or the sale of the Sale Shares and includes a claim, demand, legal proceedings or cause of action arising from a breach of a Warranty or under any indemnity or other provision in this agreement.
Company	Acis Holdings Pty Ltd ACN 131 890 250 of Level 8, 100 Skyring Terrace, Newstead, QLD 4006.
Company Shareholders Agreement	The shareholders agreement relating to the Company, between ATMP, Matthew Neibling, Matthew James Neibling, Kirsten Michelle Sanders and Judith Ann Neibling as trustees for the Echelon Superannuation Fund, Gavin James Barnes, and Martin Joseph Kerrigan, dated 20 September 2013.
Completion	Completion of the sale and purchase of the Sale Shares in accordance with clause 8 and Complete has a corresponding meaning.
Completion Accounts	The completion accounts prepared in accordance with schedule 2 .
Completion Cash	The meaning given in paragraph 2.5(a) of schedule 2 .
Completion Date	The date on which Completion occurs.
Completion Net Debt	The Net Debt amount specified as 'Completion Net Debt' in the Completion Accounts prepared in accordance with schedule 2 .
Completion Payment	An amount equal to: <ul style="list-style-type: none"> (a) the Initial Purchase Price; less (b) the Consideration Shares Subscription Amount.
Completion Time	Immediately before Completion occurs.
Completion Working Capital	The Working Capital amount calculated as at the Effective Time and specified as 'Completion Working Capital' in the Completion Accounts prepared in accordance with schedule 2 .
Conditions	The conditions precedent set out in clause 2.1 .

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Confidential Information

- (a) Information concerning the existence and contents of this agreement or any other Transaction Document or any transaction undertaken in connection with this agreement;
- (b) all data bases, source codes, methodologies, manuals, artwork, advertising manuals, trade secrets, and all financial, accounting, sales and operating information, marketing, strategy and technical plans and information, customer and supplier lists, costs and pricing information, know how, technology, operating procedures and other information, used by or relating to the Group and its transactions and affairs, whether or not in tangible form;
- (c) all other information treated by the Group as confidential;
- (d) all notes, data, reports and other records (whether or not in tangible form) based on, incorporating or derived from information referred to in paragraphs (a), (b) or (c) of this definition; and
- (e) all copies (whether or not in tangible form) of the information, notes, reports and records referred to in paragraphs (a), (b), (c) or (d) of this definition,

that is not public knowledge (otherwise than as a result of a breach of a confidentiality obligation).

Consequential Loss

In respect of a breach of this agreement (including a breach of Warranty) or an event, fact, matter or circumstance giving rise to a Claim, any Loss suffered by a party that cannot reasonably be considered to flow directly or arise naturally from that breach or event, fact, matter or circumstance, but excluding a:

- (a) loss arising naturally and in the usual course of things from the relevant breach, event, fact, matter or circumstance; or
- (b) diminution in value of the Sale Shares.

Consideration Shares

The HoldCo Ordinary Shares set out in **Part 1** and **Part 2** of **schedule 1** (Column 4).

Consideration Shares Issue Price

The issue price per Consideration Share, being \$1.00.

Consideration Shares Subscription Amount

\$28,467,527.00

Contract

A contract, agreement, arrangement, understanding or commitment entered into by a Group Company before Completion which is not fully performed as at Completion.

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Control	The meaning given in section 50AA of the Corporations Act.
Controller	The meaning given in the Corporations Act.
Corporations Act	The <i>Corporations Act 2001</i> (Cth).
COVID-19 Pandemic	The pandemic declared by the World Health Organisation on or about 11 March 2020 in relation to a new coronavirus strain (SARS-CoV-2).
CST Documents	CST Documents Pty Ltd ACN 096 444 478.
Data Room	The “Project Fairway” online data room established by the Company and hosted by Ansarada and containing the Data Room Documentation.
Data Room Documentation	The information and documents contained in the Data Room as at 11.59pm (Sydney time) on the day prior to the Execution Date (including the written responses given by or on behalf of the Sellers in the Q&A process), as set out in the index of the Data Room contained in schedule 15 , all of which if contained in an archive the hyperlink for which was delivered by or on behalf of the Sellers to the Buyer on or before the Execution Date.
Debt	The meaning given in paragraph 2.5(b) schedule 2 .
Deed of Indemnity	A deed of indemnity, access and insurance dated on or about the date of Completion to be entered into between HoldCo and each of its officers from Completion.
Demand	A written notice of, or demand for, an amount payable.
Disclosure Letter	The letter from the Sellers addressed to the Buyer and dated and delivered to the Buyer by, or on behalf of, the Sellers on or before the Execution Date and includes all of its schedules and annexures.
Disclosure Material	The: <ul style="list-style-type: none"> (a) Data Room Documentation; and (b) all information contained in the Disclosure Letter.
Dispute Notice	The meaning given in clause 16.2(a) or paragraph 5.1 of schedule 2 (as applicable).
Disputed Matters	The meaning given in clause 16.2(a) or paragraph 5.1(a) of schedule 2 (as applicable).
Domain Name	Each internet domain name described in schedule 12 .

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Duty	Any: <ul style="list-style-type: none"> (a) stamp, landholder, land rich, transaction or registration duty or similar charge or impost that is assessed, levied, imposed or collected by any Government Agency; and (b) interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of any of the above.
Effective Time	11.59 pm on the day before Completion.
Employee	Each employee engaged in the Business or by ATMP (if any) as at the Execution Date and any person who becomes an employee of a Group Company between the Execution Date and Completion.
Encumbrance	Any: <ul style="list-style-type: none"> (a) interest in or right over property and anything which would at any time prevent, restrict or delay the registration of any interest in or dealing with property; and (b) Security Interest, and Encumber has a corresponding meaning.
Estimated Adjustment Amount	The amount, which may be positive or negative, calculated as the sum of: <ul style="list-style-type: none"> (a) the Estimated Working Capital Adjustment; and (b) the Estimated Net Debt.
Estimated Net Debt	The Sellers' good faith estimate of the Completion Net Debt, as notified by, or on behalf of, the Sellers to the Buyer in accordance with clause 7.2 , and prepared in the same manner as the Completion Net Debt will be prepared in accordance with schedule 2 .
Estimated Working Capital	The Sellers' good faith estimate of the Completion Working Capital, as notified by or on behalf of, the Sellers to the Buyer in accordance with clause 7.2 , and prepared in the same manner as the Completion Working Capital will be prepared in accordance with schedule 2 .
Estimated Working Capital Adjustment	The amount, which may be positive or negative, calculated as the difference between the Estimated Working Capital and the Target Working Capital.
Excessive Annual Leave	The provision for annual leave for accumulated benefits exceeding 4 weeks relating to services provided up to the Effective Time, including all relevant on-costs relating to those Employees.
Execution Date	The date of this agreement.
Expert	In the case of: <ul style="list-style-type: none"> (a) a dispute under paragraph 5 of schedule 2, the Accounting Expert; or

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	(b) a dispute under clause 16.2 , the Tax Expert.
Fairly Disclosed	Sufficient information has been disclosed in the Disclosure Materials that a reasonable person would be aware of the nature, significance and substance of the fact, matter or circumstance purportedly disclosed.
Final Completion Accounts	The Completion Accounts that are final and binding on the parties for the purpose of clause 4.2 .
FinCo	Fairway FinCo Pty Ltd ACN 657 657 118 002.
General Indemnity	The indemnity in clause 9.2 .
Group Companies	Each of: <ul style="list-style-type: none"> (a) the Company; (b) each Subsidiary; and (c) Reviewa, together the Group and each a Group Company .
GST Group	The meaning given in the GST Law.
Government Agency	Any government, whether federal, state, territorial, local or foreign, including any administrative or judicial body, department, commission, authority, instrumentality, tribunal, regulator, agency or entity of any such government and situated anywhere in the world.
GST	The meaning given in the GST Law.
GST Law	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Guaranteed Obligations	Has the meaning given in clause 20.1 .
Guarantor Warranty	The warranties and representations of each Guarantor set out in schedule 10 .
HoldCo Constitution	The constitution of HoldCo.
HoldCo Ordinary Shares	Fully paid ordinary shares in HoldCo.
HoldCo Warranties	The warranties and representations of HoldCo set out in schedule 9 .
Indemnified Entities	Has the meaning in clause 16.3(a) .
Initial Purchase Price	An amount equal to the sum of: <ul style="list-style-type: none"> (a) Total Consideration; (b) Estimated Working Capital Adjustment; and (c) Estimated Net Debt.

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Insolvency Event

The occurrence of any one or more of the following events in relation to any person:

- (a) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, and the application is not withdrawn, struck out or dismissed within 15 Business Days of it being made;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;
- (d) a Controller is appointed to it or any of its assets;
- (e) a receiver is appointed to it or any of its assets;
- (f) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;
- (g) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (h) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable Law (including under sub-section 459C(2) or section 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- (i) a notice is issued under sections 601AA or 601AB of the Corporations Act;
- (j) it ceases to carry on business; or
- (k) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

Insurance Contracts

Any insurance contract taken out by a Group Company on or prior to the Execution date.

Intellectual Property Rights

All intellectual property rights including registered and unregistered rights in respect of trademarks, trade names, logos and associated get-up, designs, patents, inventions, discoveries, circuit layouts, copyright and analogous rights, whether conferred by statute, common law or equity.

Invitee

Has the meaning given in the Acis Equity Participation Scheme Rules (being document 0913 in the Data Room).

IP Australia

The prescribed agency within the Commonwealth Department of Innovation, Industry, Science and Research

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	responsible for administering Australia's intellectual property rights system.
ITAA 1936	The <i>Income Tax Assessment Act 1936</i> (Cth).
ITAA 1997	The <i>Income Tax Assessment Act 1997</i> (Cth).
IT Systems	All computer hardware, network and telecommunications equipment and systems, which are owned by a Group Company at Completion, and Software and associated services used in connection with the Business and data stored on or processed by the foregoing.
JobKeeper Payment	Has the meaning given to that term in section 4 of The <i>Coronavirus Economic Response Package (Payments and Benefits) Rules 2020</i> as amended by the <i>Coronavirus Economic Response Package (Payments and Benefits) Amendment Rules (No. 2) 2020</i> , in each case being statutory instruments of the Commonwealth of Australia, as at 1 May 2020, as amended and supplemented from time to time.
Kerrigan	Martin Joseph Kerrigan, whose details are set out opposite his name in Part 3 of schedule 1 (Column 3).
Key Executive Contracts	In respect of: <ul style="list-style-type: none"> (a) Neibling, the new employment contract to be entered into between Neibling and the relevant Group Company, in the Agreed Form; and (b) Kerrigan and Barnes, the new director's service contracts to be entered into between each of them and the relevant Group Company, in the Agreed Form.
Key Third Party Consents	Consents to the transactions contemplated in this agreement from the relevant counterparties in respect of each of the following contracts: <ul style="list-style-type: none"> (a) (TechPath Agreement) the agreement between TechPath Pty Ltd and Acis for network infrastructure management which commenced on 1 July 2021; (b) (Westpac Agreements) <ul style="list-style-type: none"> (i) Westpac Banking Corporation facility to purchase CST Documents which commenced 31 January 2019; (ii) Westpac Banking Corporation commercial loan agreement for 2019 Mazda 6 Sports Wagon executed 27 June 2019; (iii) Westpac Banking Corporation Konica Printer Goods loan executed 9 April 2020; (iv) Westpac Banking Corporation bank guarantee dated 22 June 2021; and

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	(c) (Lease) the Lease (from both Redchip Lawyers Pty Ltd ACN 136 969 358 as the immediate landlord and Growthpoint Properties Australia Limited as custodian of the Newstead Property Trust as head landlord),
	each in a form acceptable to the Buyer (acting reasonably).
Know-how	All know-how (including proprietary know-how and use and application know-how), formulae, processes, trade secrets, operating instructions, quality assurance procedures, total quality management information, technical information, safety information, research, marketing information, customer and supplier lists and similar data relating to the Business and all derivatives of such material and improvements to such material relating to the Business.
Law	Any applicable statute, law, code, ordinance, decision, ruling, rule, directive or regulation of any Government Agency.
Lease	The sublease in relation to the Leased Property.
Leased Property	The property described in schedule 11 .
Loss	All losses, costs, charges, damages, expenses and other liabilities arising out of or in connection with a fact, matter or circumstance, including all legal and other professional expenses incurred in connection with investigating, disputing, defending or settling any Claim, or proceeding relating to that fact, matter or circumstance.
Management Accounts	The unaudited monthly profit and loss statement and balance sheet for the Group Companies for the period from the Accounts Date to the Management Accounts Date.
Management Accounts Date	31 December 2021.
Material Contract	The following contracts: <ul style="list-style-type: none"> (a) the consultancy agreement between Acis, SuperDepot Pty Ltd, XTRAMedia,Net Pty Ltd ACN 107 003 341 and Ben Kilah dated 17 October 2014; (b) the contractor's agreement between Acis, Object IT Pty Ltd ACN 616 723 632 and Jeremy Paul Ryan dated 24 November 2021; (c) the Redchip Agreement, as varied by the Redchip Letter; (d) the unexecuted Managed IT Service Level Agreement issued by TechPath Pty Ltd and the trading terms found on TechPath Pty Ltd's website; (e) the intellectual property licence agreement dated 2 November 2021 between Acis and Acis Legal;

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- (f) all agreements between the Business or any Group Company and SFDC Australia Pty Ltd or any other entity trading as Salesforce; and
 - (g) all agreements between any Group Company and Amazon Web Services.
- Neibling** Matthew James Neibling, whose details are set out opposite his name in **Part 3** of **schedule 1** (Column 3).
- Net Debt** Completion Cash *less* Debt.
- New Policies** Each of the following insurance policies, to be taken out with an insurer approved by the Buyer on terms reasonably acceptable to the Buyer, covering each Group Company (or such specific Group Companies as determined by the Buyer):
- (a) professional indemnity;
 - (b) workers' compensation in New South Wales;
 - (c) cyber liability; and
 - (d) management liability.
- Paid Claim Amount** The meaning given in **clause 11(a)**.
- Payee** The meaning given in **clause 18.4(a)**.
- Payor** The meaning given in **clause 18.4(a)**.
- Pemba Investor** Has the meaning in the Shareholders Deed.
- Permitted Encumbrance**
- (a) Each Encumbrance listed in **Part B** of **schedule 13**;
 - (b) any Encumbrance (if any) created under this agreement;
 - (c) any Encumbrance that arises by operation of law in the ordinary course of the Business while the money secured is not overdue or is being diligently contested in good faith and appropriately provisioned;
 - (d) any Encumbrance that arises after the Execution Date and that the Buyer approves in writing before it arises;
 - (e) any title retention arrangement arising in favour of a trade supplier to the Business which is entered into in the ordinary course of day-to-day trading on arm's length and customary terms as long as the obligation it secures is discharged when due; and
 - (f) any other Encumbrance granted by a Group Company in connection with:
 - (i) a transfer of an account or chattel paper (each as defined under the PPSA);

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	(ii) a commercial consignment as defined under the PPSA;
	(iii) a PPS lease as defined under the PPSA, to the extent that the transaction does not secure payment or performance of an obligation.
Personal Guarantee	Each of the guarantees provided by a Guarantor to Westpac Banking Corporation in support of an obligation or liability of a Group Company.
Personal Information	Any 'personal information', 'personal data' or equivalent concept as those terms are defined under the applicable Privacy Laws.
Plant and Equipment	Plant, equipment, vehicles, furniture, fixtures and fittings.
PPSA	The <i>Personal Property Securities Act 2009</i> (Cth).
PPS Register	The 'register' as defined in the PPSA.
Pre Completion Returns	The meaning given in clause 16.1(b) .
Privacy Act	The applicable law (including any regulation, Government Agency policy or binding industry code) relating to the collection, use, disclosure, handling or protection of Personal Information, including the <i>Privacy Act 1988</i> (Cth) and equivalent or similar laws under other jurisdictions.
Privacy Laws	(a) The Privacy Act; (b) the Australian Privacy Principles contained in Schedule 1 to the Privacy Act or an approved privacy code (as defined in the Privacy Act); and (c) any other statute, regulation or law in Australia relating to the protection of personally identifiable information, including health information, personal information and sensitive information that the Group must observe.
Proceedings	Any civil, criminal, administrative or arbitral proceedings, mediation or other form of alternative dispute resolution (whether or not held in conjunction with any civil, criminal, administrative or arbitral proceedings), in which a monetary or non-monetary claim is made.
Public Records	Each of the following: (a) records maintained by ASIC in relation to the Company as at 2 Business Days prior to the Execution Date; (b) the PPS Register in relation to the Company as at 2 December 2021; and (c) the public records maintained by the High Court of Australia, the Federal Court and the Supreme Courts of New South Wales, Victoria, Queensland, Western

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Australian, the Northern Territory, South Australia, the Australian Capital Territory and Tasmania:

- (i) in respect of the Group Companies, between 7 November 2021 and 20 December 2021; and
- (ii) in respect of ATMP, between 24 December 2021 and 10 January 2022.

Purchase Price	The Initial Purchase Price plus or minus (as relevant) the Adjustment Amount, subject to any other adjustments to the Purchase Price in accordance with the terms of this agreement.
Recovered Amount	The meaning given in clause 11(a) .
Redchip	Redchip Lawyers Pty Ltd ACN 136 969 358.
Redchip Agreement	The services and licence agreement between Acis and Redchip dated 15 December 2021.
Redchip Letter	The letter to be provided by Acis to Redchip amending the Redchip Agreement, in the Agreed Form.
Reference Completion Accounts	The meaning given in paragraph 2.3 of schedule 2 .
Related Body Corporate	The meaning given in the Corporations Act.
Related Party	The meaning given in section 228 of the Corporations Act, as if the term "public company" used in section 228 of the Corporations Act included a proprietary company, a partnership, a trust or a fund, and as if section 228(3) of the Corporations Act also included step-children.
Related Party Debt	Any debt, whether documented or not, owed by: <ul style="list-style-type: none"> (a) any Group Company to any Seller or any Seller Affiliate; or (b) ATMP to any Seller or any Seller Affiliate.
Relevant Seller	In relation to each Guarantor, the person(s) set opposite his name in Part 3 of schedule 1 (Column 2).
Representative	In relation to a person or entity, its officers, employees, contractors, agents, advisers or financiers.
Respective Proportion	In relation to a Seller, the proportion, expressed as a percentage, set out adjacent to its name in Part 1 or Part 2 (as applicable) of schedule 1 (Column 3).
Restructure	The steps set out in schedule 14 .
Run Off Policies	Each of the following insurance policies: <ul style="list-style-type: none"> (a) Cyber Liability policy with Lloyds of London, dated 3 November 2021, held by the Company; and

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	(b) Management Liability policy with Chubb dated 31 October 2021, held by the Company.
Sale Shares	The Acis Sale Shares and the ATMP Sale Shares.
Security Interest	Any interest or right which secures the payment of a debt or other monetary obligation or the compliance with any other obligation, including any: <ul style="list-style-type: none"> (a) mortgage, charge, lien, pledge, finance lease, sale and lease back, sale and repurchase, flawed asset arrangement, and any other security or arrangement having like economic effect over any profits, assets or revenues; (b) security interest under the PPSA; (c) retention of title to any property; and (d) right to set off or withhold payment of any deposit or other money.
Seller Affiliate	Each Relevant Individual of a Seller and each Related Party of a Seller which is not a Group Company or ATMP.
Sellers	The Acis Sellers and the ATMP Sellers, and Seller means any one of them.
Sellers' Indemnities	Each of the: <ul style="list-style-type: none"> (a) General Indemnity; (b) Tax Indemnity; and (c) Specific Indemnities.
Sellers' Key Personnel	Each Guarantor.
Senior Employee Contract	Each new employment agreement on terms approved by the Buyer (acting reasonably), to be entered into between the Buyer and: <ul style="list-style-type: none"> (a) Emily Pritchard - Head of Legal Services; (b) Michael Neilsen – Business Development Manager; (c) Sushruth Gowda – CTO; and (d) Mark Bromback.
SHA Deed of Termination	A deed of termination to the Company Shareholders Agreement in a form acceptable to the Buyer.
Shareholders Deed	The shareholders deed in the Agreed Form in respect of HoldCo between, among others, the Sellers, the Buyer, the Guarantors and the Pemba Investor, to be entered into on or prior to the Completion Date.
Software	Computer program or programs (including source code and object code), program interfaces and any tools or object libraries embedded in that software, together with all technical information, associated preparatory materials, user manuals and documentation necessary (whether in

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	eye-readable or machine-readable form) to enable a reasonably skilled programmer to use, maintain, modify, adapt and enhance the software.
Special Dividend	The meaning given in clause 4.4(a) .
Specific Indemnity	Each indemnity set out in clause 17.1 .
Specific Accounting Policies	The specific principles and policies set out in schedule 4 .
Straddle Returns	The meaning given in clause 16.1(d) .
Subsidiaries	Each subsidiary of the Company: <ul style="list-style-type: none"> (a) including at all relevant times, each of the companies described as such in Part 4 of schedule 1 (other than CST Documents); and (b) including, until such time as the Restructure has been completed, CST Documents, but excluding, until such time as the Restructure has been completed, Reviewa.
Sunset Date	15 April 2022.
Supplier	The meaning given in clause 24.3 .
TA Act	The <i>Taxation Administration Act 1953</i> (Cth).
Target Working Capital	\$502,000.
Tax	Any tax, levy, charge, impost, fee, rate, duty (including Duty), GST, deduction, compulsory loan, withholding of any nature or other charge assessed levied, imposed or collected or payable to any Governmental Agency, including without limitation goods and services tax, value added and consumption tax, customs and other import or export duty, superannuation guarantee charge and payroll related tax, and includes any additional tax, interest, penalty, charge, fee or other amount imposed in relation to or in addition to those amounts or a failure to file an associated tax return.
Tax Act	The ITAA 1936, ITAA 1997 and/or the TA Act (as applicable).
Tax Benefit	The amount of: <ul style="list-style-type: none"> (a) any rebate, credit (including an input tax credit) or refund actually received by the Buyer in any income year; (b) any deduction (including amortisation and depreciation), relief or other allowance, for any income year actually received by the Buyer,

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multiplied by the applicable company Tax rate at the time the benefit arises;

- (c) any amount that is excluded from assessable income, for any income year for the Buyer, multiplied by the applicable company Tax rate at the time the benefit arises; or
- (d) any relief, allowance, exemption, exclusion, set off, loss, right to repayment granted or available in respect of Tax under any law.

Tax Claim A Claim under the Tax Indemnity or a Warranty Claim in respect of a Sellers' Tax Warranty.

Tax Costs All costs and expenses incurred in:

- (a) managing an inquiry; or
- (b) conducting any litigation, dispute, process, alternative dispute resolution process or similar action,

in relation to a Tax, but does not include a Tax.

Tax Demand

- (a) A Claim or assessment from a Government Agency issued in respect of a Group Company requiring the payment of any Tax or Duty for which a Seller may be liable under this agreement;
- (b) a Claim, assessment, deemed assessment or amended assessment from a Government Agency as a result of which a Group Company is liable to make a payment of any Tax or Duty or as a result of which there is a reduction in the quantum of, any credit, offset, rebate, refund, relief, allowance, deduction or loss carried forward of a Group Company;
- (c) any document issued in respect of a Group Company from a Government Agency administering any Tax or Duty assessing, imposing, claiming or indicating an intention to claim any Tax or Duty or otherwise creating or giving rise to any liability for any Tax or Duty; or
- (d) lodgement of a Tax Return or a request for an amendment of a lodged Tax Return in respect of a Group Company.

Tax Expert

- (a) A person of appropriate reputation, standing and relevant experience in Tax who has no direct or personal interest in the outcome of the dispute or the issue in respect of which they are consulted pursuant to this agreement, as agreed between the Buyer and the Sellers (acting jointly) in writing; or
- (b) failing agreement under paragraph (a) above, the first person on the list of potential suitably qualified and experienced nominees provided by the President (or Acting President) for the time being of the Resolution

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Institute at the request of the Buyer and the Sellers
(acting jointly).

Tax Indemnity	The indemnity under clause 16.3 .
Tax Law	Any law under which Tax is assessed, levied, imposed, collected or administered, and includes the Tax Act.
Tax Period	An income year, tax year, franking year or a period of time set out under the Tax Act (including a tax period under the GST Act) as may be referable to the relevant Tax, as applicable.
Tax Relief	Any relief, allowance, exemption, exclusion, set-off, deduction, loss, rebate, refund, right to repayment or credit granted or available in respect of a Tax or Duty under any law.
Tax Return	Any return relating to Tax, including any document which: <ul style="list-style-type: none"> (a) must be lodged with a Government Agency administering a Tax; or (b) a taxpayer must prepare and retain under a Tax Law (such as an activity statement, amended return, schedule or election and any attachments).
Tax Warranties	The Warranties listed in Part C of schedule 7 .
Third Party Claim	A Claim made by a person or entity (other than a Seller, a Guarantor, a Group Company or the Buyer), other than a Tax Demand, which gives rise, or is likely to give rise, to a Warranty Claim or a claim under a Specific Indemnity.
Third Party Consent	A: <ul style="list-style-type: none"> (a) consent that is required from a third party under the terms of: <ul style="list-style-type: none"> (i) any Material Contract; or (ii) Authorisation; or (iii) (Insurance) <ul style="list-style-type: none"> (A) the solicitors professional indemnity insurance policy held by Acis Legal with Lexon Insurance; (B) the business insurance policy held by Acis, EVM Pty Ltd ATF the EVM Trust and Acis Legal with QBE; (C) the corporate travel policy held by Acis with Tokio Marine; (D) the business interruption policy held by Acis with Certain Underwriting at Lloyds of London; and (E) the Queensland workers' compensation policy held by Acis with WorkCover,

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to the change in control of the Group Companies that will occur at Completion; or

- (b) confirmation from a third party that has, or will have, a right to terminate a Material Contract or Authorisation or any policy referred to in paragraph (a)(iii) above arising as a result of the transactions contemplated in this agreement, that it will not exercise that right as a result of the change in control of the Group Companies that will occur at Completion or the transactions contemplated in this agreement,

other than a Key Third Party Consent.

Third Party Debt All:

- (a) borrowings or other indebtedness of a Group Company to a person other than another Group Company under any bank facility, overdraft, bond, note, debenture, bank guarantee facility (whether cash-backed or otherwise) or finance lease;
- (b) interest accrued on such borrowings or other indebtedness and all fees, expenses and penalties required to be paid to discharge such borrowings or other indebtedness; and
- (c) dividends or other distributions of a Group Company which are declared or accrued but unpaid,

but excluding:

- (d) Related Party Debts; and
- (e) trade debts of a Group Company incurred in the ordinary course of business.

Title and Capacity Warranties

The Warranties listed in **Part A** of **schedule 7**.

Total Consideration

\$57,404,232.00.

Transaction

The sale and purchase of the Sale Shares under this agreement and all other related transactions contemplated by this agreement.

Transaction Costs

External advisor fees, costs or expenses incurred by the Buyer or its Related Parties or the Sellers or their Related Parties (including the Guarantors) (as applicable), which are payable to any person engaged to provide data room services or professional advice of any type including corporate advisory, legal, accounting, tax, insurance, industry, business advisory or other consulting or financial advice in connection with the Transaction, and calculated inclusive of GST.

Transaction Documents

- (a) This agreement;

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	(b) the Disclosure Letter;
	(c) the Key Executive Contracts;
	(d) the Shareholders Deed;
	(e) any document which the Sellers and the Buyer agree in writing is a 'Transaction Document' for the purposes of this definition; and
	(f) any document entered into for the purposes of varying, replacing or novating any of the above.
Vested Long Service Leave	Entitlements to long service leave past the vesting date such that the entitlements are not conditional on future employment, including all relevant on-costs relating to those Employees.
Warranties	The warranties and representations of the Sellers set out in schedule 7 .
Warranty Claim	A Claim by the Buyer against a Seller for breach of a Warranty and includes a Claim under the General Indemnity.
Working Capital	Each of the line items identified in the Reference Balance Sheets in Part B of schedule 3 as being 'Working Capital'.

1.2 Additional definitions in schedules

The schedules contain certain additional definitions.

1.3 Awareness

- (a) Where a Warranty or other provision of this agreement is qualified by '**as far as the Sellers are aware**' or '**of which the Sellers are aware**' or with a similar qualification as to the Sellers' awareness or knowledge, the Sellers will be deemed to know or be aware of a particular fact, matter or circumstance if any member of the Sellers' Key Personnel:
- (i) is actually aware of that fact, matter or circumstance on the Execution Date; or
 - (ii) would have been aware of that fact, matter or circumstance on the Execution Date had that person made reasonable enquiries.
- (b) Where a provision of this agreement refers to the Buyer's awareness or knowledge, the Buyer will be deemed to know or be aware of a particular fact, matter or circumstance if a member of the Buyer's Key Personnel is actually aware of that fact, matter or circumstance at the relevant time.

2 Conditions

2.1 Conditions

Completion is conditional on each of the following conditions precedent being satisfied or waived in accordance with this agreement:

- (a) **(Key Third Party Consents)** The Sellers obtaining each Key Third Party Consent.

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- (b) **(Breach of Warranty)** There being no breach of Warranty prior to the Completion Time in respect of which the Buyer would, had Completion occurred, be entitled to make a Claim against the Sellers pursuant to **clause 9** which, if successful, the amount or amounts in aggregate payable in respect of the Claim (including costs) would likely exceed \$2 million (having regard to the limitations in **clauses 9** and **10**).
- (c) **(Restructure)** The Restructure being completed in accordance with its terms, all filings required to be made with Government Agencies (including ASIC and the Australian Taxation Office) in respect of the Restructure having been made, and all required updates to the registers and other records of each relevant Group Company and ATMP having been made.
- (d) **(Redchip)** Acis and Redchip have executed the Redchip Letter and have delivered a copy to the Buyer.

2.2 Conduct of the parties

- (a) The Sellers and the Buyer must use all reasonable endeavours within its own capacity to ensure that:
 - (i) the Conditions are satisfied as soon as practicable after the Execution Date (and, in any event, before 5:00pm (Sydney time) on the Sunset Date);
 - (ii) continue to be satisfied at all times until Completion; and
 - (iii) there is nothing that would prevent the Conditions from being satisfied.
- (b) The Sellers and the Buyer must keep each other informed of the progress towards satisfaction of their respective obligations under **clause 2.2(a)**.

2.3 Notice

Each of the Sellers and the Buyer agree to:

- (a) notify the other parties as soon as they become aware that a Condition has been satisfied, or has, or is likely to become, incapable of being satisfied; and
- (b) provide to the other parties as soon as practicable any documents or other reasonable evidence that evidences the satisfaction of the Condition, or that the Condition is incapable of being satisfied.

2.4 Benefits of Conditions and Waiver

The Conditions set out in **clauses 2.1(a), 2.1(b), 2.1(c)** and **2.1(d)** are for the benefit of the Buyer and Sellers, and may only be waived jointly by the Buyer and Sellers in writing.

2.5 Termination

The Buyer or the Sellers may (provided they have complied with **clauses 2.2** and **2.3** (as applicable)), by not less than five Business Days' notice to each other party, terminate this agreement at any time before Completion if the Conditions:

- (a) are not satisfied, or (if capable of waiver) waived in accordance with **clause 2.4**, by 5:00pm (Sydney time) on the Sunset Date (or such other time as the Buyer and the Sellers (acting jointly) agree in writing); or

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- (b) become incapable of satisfaction or the parties agree that any of the Conditions cannot be satisfied.

3 Sale and purchase of Sale Shares

3.1 Sale Shares

- (a) On Completion, each Seller must sell the Sale Shares to the Buyer, and the Buyer must purchase the Sale Shares from each Seller, free from all Encumbrances and otherwise on the terms set out in this agreement.
- (b) Each Seller must transfer the Sale Shares to the Buyer together with all rights which are attached to them on the Completion Date.

3.2 Waiver of pre-emption rights

- (a) Each Acis Seller and ATMP hereby waives in favour of the Buyer, and also in favour of each other, any pre-emption or other similar rights which it has now, or might otherwise have, in respect of any of the Acis Sale Shares held by each other Acis Seller or ATMP (as applicable), whether granted pursuant to any statute, shareholders agreement (including the Company Shareholders Agreement), the constitution of the Company or otherwise.
- (b) Each ATMP Seller hereby waives in favour of the Buyer, and also in favour of each other ATMP Seller, any pre-emption or other similar rights which it has now, or might otherwise have, in respect of any of the ATMP Sale Shares held by each other ATMP Seller, whether granted pursuant to any statute, shareholders agreement, the constitution of ATMP or otherwise.

3.3 Consideration

In consideration for the sale of the Sale Shares to the Buyer, the Buyer must pay the Purchase Price in accordance with **clause 4.1**.

3.4 Consideration Shares

- (a) HoldCo must on Completion issue, and each Seller must subscribe for the Consideration Shares set out next to its name in **Part 1** or **Part 2** (as applicable) of **schedule 1** (Column 4) at the Consideration Shares Issue Price.
- (b) On issue of the Consideration Shares, the Sellers agree to be bound by the HoldCo Constitution and the Shareholders Deed.
- (c) All Consideration Shares issued to the Sellers must:
 - (i) be issued as fully paid;
 - (ii) be free of Encumbrances; and
 - (iii) rank equally in all respects with the other HoldCo Ordinary Shares on issue as at the date of Completion.
- (d) Execution of this agreement by the Sellers constitutes an application by each Seller to subscribe for the Consideration Shares set out against its name in **Part 1** or **Part 2** (as applicable) of **schedule 1** and it will not be necessary for the Sellers to provide a separate application form to HoldCo for their Consideration Shares.

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3.5 Offer and rollover relief

- (a) ATMP hereby acknowledges that:
 - (i) the Buyer made an offer to acquire all of the shares in the capital of the Company held by ATMP for Consideration Shares and/or cash consideration; and
 - (ii) it rejected that offer.
- (b) Each Seller hereby acknowledges that:
 - (i) the Buyer has made an offer to acquire all of its Sale Shares for Consideration Shares and/or cash consideration (**Rollover Offer**); and;
 - (ii) it has accepted the Rollover Offer and made an election with respect to the number of Consideration Shares it wishes to receive as partial consideration for its Sale Shares (with the balance of the consideration to be cash) and that election is reflected in **schedule 1** of this document.
- (c) Each Seller intends to obtain rollover relief under Subdivision 124-M of the ITAA 1997 in respect of the Sale Shares purchased in consideration for its election of Consideration Shares, and as such:
 - (i) HoldCo has not and will not make a choice under subsection 124-795(4) of the ITAA 1997 in respect of the transaction contemplated under this agreement; and
 - (ii) HoldCo will jointly choose with a Seller to obtain the rollover pursuant to section 124-780(3)(d) of the Tax Act if section 124-782 of the Tax Act applies to a Seller.

3.6 Title and risk

Legal and beneficial ownership and risk in the Sale Shares passes to the Buyer on Completion.

3.7 Termination of Company Shareholders Agreement

Each Guarantor, and ATMP, agree to procure that the Company Shareholders Agreement will be terminated by all parties to it with effect from Completion, pursuant to the SHA Deed of Termination.

4 Price and Payment

4.1 Payment of the Purchase Price

The Purchase Price will be paid as follows:

- (a) the Completion Payment is payable by the Buyer to the Sellers (in their Respective Proportions) on Completion without set-off or counterclaim;
- (b) the Consideration Shares Subscription Amount is payable by the Buyer to the Sellers on Completion without set-off or counterclaim, and payment of these amounts will be satisfied by the issue of the Consideration Shares in accordance with **clause 3.4**;
- (c) the Adjustment Amount (if any) is payable by the Buyer to the Sellers (in their Respective Proportions), or the Sellers (in their Respective

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Proportions) to the Buyer (as applicable) in accordance with **clause 4.3**; and

- (d) any other adjustments to the Purchase Price are payable in accordance with this agreement.

4.2 The Completion Accounts

- (a) The Completion Accounts must be prepared by the Buyer, and reviewed by or on behalf of the Sellers, in accordance with **schedule 2**.
- (b) The Buyer and Sellers must deal with each other reasonably, cooperatively and in good faith in relation to the preparation and review of the Completion Accounts.

4.3 Payment of the Adjustment Amount

Subject to **clause 4.1(c)**, the Adjustment Amount must be paid, within 15 Business Days after the Adjustment Determination Date:

- (a) in cash by the Buyer to the Sellers (in their Respective Proportions), if the Adjustment Amount is positive; or
- (b) in cash by the Sellers (in their Respective Proportions) to the Buyer, if the Adjustment Amount is negative.

4.4 Special Dividend

- (a) The Acis Sellers and ATMP may procure that, prior to Completion, the Company declare and pay a cash dividend up to a maximum aggregate value of \$600,000, or such higher amount as the Sellers and the Buyer may agree (**Special Dividend**). The parties acknowledge and agree that the sum of the Special Dividend should, to the extent reasonably determinable prior Completion, be an amount equal to that required to result in an Estimated Net Debt of \$0.
- (b) Any Special Dividend declared by the Company must:
 - (i) be a frankable distribution under s 202-40 of the Tax Act;
 - (ii) not result in the franking credit balance of the Company or any of its Related Bodies Corporate being in deficit at Completion as provided for in section 205-45 of the Tax Act;
 - (iii) not be franked with franking credits in excess of the maximum franking credit (as provided for in Subdivision 202-D of the Tax Act); and
 - (iv) not be franked in breach of the benchmark rule and result in the Company being liable to pay over-franking tax where the franking percentage for the distribution exceeds the Company's benchmark franking percentage or gives rise to a franking debt where the franking percentage is less than the Company's benchmark franking percentage (as provided for in Division 203 of the Tax Act).
- (c) The Acis Sellers will be entitled to payment of their respective proportion (as between the Acis Sellers and ATMP) of the Special Dividend in addition to the Purchase Price, provided, for the avoidance of doubt, that the payment of the Special Dividend will be taken into account in the preparation of the Completion Accounts to the extent that it remains unpaid as at the Effective Time.

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- (d) The ATMP Sellers and ATMP must each procure that any portion of the Special Dividend received by ATMP must be paid out as a dividend to the ATMP Sellers, after taking into account the net additional tax payable by ATMP as a result of the receipt of its portion of the Special Dividend from the Company.
- (e) The ATMP Sellers and ATMP must each procure that any dividend paid by ATMP to the ATMP Sellers under **clause 4.4(d)** must comply with the provisions of **clause 4.4(b)** with necessary modification, as if ATMP was the Company.

5 Conduct of the Business until Completion

5.1 Conduct

Subject to **clause 5.2**, from the Execution Date until Completion, ATMP and the Sellers, in respect of the Group, the ATMP Sellers in respect of ATMP, and the Buyer, in respect of the Buyer Group, must ensure (in each case within their respective capacities), that:

- (a) each Group Company:
 - (i) manages and conducts the Business:
 - (A) as a going concern;
 - (B) using all commercially reasonable endeavours to preserve the Business by maintaining its profitability and value and its relationships with customers, suppliers, Employees and contractors;
 - (C) in the ordinary course, having regard to the nature of the Business and the Group's or Buyer Group's, as applicable, usual practice;
 - (D) at arm's length and on its usual business practices; and
 - (E) in accordance with all applicable Law;
 - (ii) uses reasonable endeavours to preserve the goodwill of the Business;
 - (iii) maintains and complies with the terms of all licenses, consents and other Authorisations necessary to own and operate the Assets and conduct the Business and, in respect of the Group, own and operate the Assets; and
 - (iv) maintains all Insurance Contracts in place as at the Execution Date; and
- (b) no Group Company, ATMP and no Buyer Group Company (as applicable) does, consents to or agrees to do, any of the following:
 - (i) issue, allot or grant any securities or rights to receive securities;
 - (ii) buy back, redeem or otherwise reduce or return any of its share capital or other securities, or make any offer to do so;
 - (iii) declare or pay a dividend, or make any other distribution of its profits, other than:

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- (A) in respect of the Group, the Special Dividend in accordance with **clause 4.4**; and
 - (B) in respect of ATMP, any dividend paid in accordance with clause 4.4(d).
- (iv) amend its constitution;
 - (v) dispose of, create any Encumbrance over, grant an option over or declare itself trustee of any of its Assets (in respect of the Group) or property, assets or undertakings (in respect of the Buyer Group and ATMP);
 - (vi) acquire, dispose of or agree to acquire or dispose of any securities in any other body corporate or assets;
 - (vii) enter into any joint venture or partnership;
 - (viii) employ, make offers of employment to, or terminate (other than for cause) the employment of any employee with a remuneration package of \$150,000 or more per annum;
 - (ix) alter the terms of employment or engagement of, or any benefits payable to (including superannuation), any employee, contractor, consultant or officer in any material respect, other than salary reviews conducted in the ordinary course of business and employment bonuses paid in a manner consistent with historical practices in the ordinary course of business;
 - (x) enter into any guarantee or indemnity on behalf of any person or provide security for the obligations of any person;
 - (xi) pass any member resolution;
 - (xii) make any Tax-related election, change any Tax registrations or residence, amend any Tax Returns or settle or compromise any Tax-related liabilities;
 - (xiii) make any material change to its accounting (including Tax accounting) methods, principles or practices, except as may be required by Law or in a manner consistent with Accounting Standards;
 - (xiv) make any loan to, or enter into any other transaction with, any directors, officers or employees of the Group Companies;
 - (xv) institute, settle or compromise any Claim by or against it for an amount in excess of \$10,000;
 - (xvi) vary in a material respect, terminate or fail to renew an Authorisation or, in respect of the Group, Material Contract or Lease;
 - (xvii) enter into any contracts, arrangements or commitments which:
 - (A) require, or may require, a Group Company or ATMP or a Buyer Group Company (as applicable) to pay more than \$50,000 per annum or more than \$100,000 in total for an individual contract, arrangement or commitment; or
 - (B) have a term exceeding one year and which cannot be terminated at will and without penalty by a Group Company

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or ATMP or a Buyer Group Company (as applicable) on one months' notice or less;

- (xviii) incur any indebtedness or liability that exceeds:
 - (A) \$20,000 for an individual debt or liability; or
 - (B) \$50,000 in aggregate,

other than to trade creditors in the ordinary course having regard to the nature of the Business and the Group's or ATMP's or the Buyer Group's (as applicable) usual practice;
- (xix) incur new capital expenditure of more than \$50,000 for an individual item or more than \$100,000 in aggregate; or
- (xx) enter into or vary any contract, commitment or arrangement with:
 - (A) in respect of a Group Company, any Acis Seller or Seller Affiliate or ATMP or ATMP Seller;
 - (B) in respect of ATMP, any ATMP Seller or Seller Affiliate or Group Company;
 - (C) in respect of a Buyer Group Member, Pemba or any of Pemba's Related Bodies Corporate;
- (xxi) enter into any new arrangements with banks, financiers or other third party lenders;
- (xxii) authorise or agree to do, or make any representation or warranty regarding doing, authorising or agreeing to do, any of the matters in in **clause 5.1(b)(i) to 5.1(b)(xxi)**;
- (c) each Group Company or ATMP or Buyer Group Member (as applicable) promptly notifies the Buyer (in respect of a Group Company or ATMP) or Sellers (in respect of a Buyer Group Member) (as applicable) of any abnormal or unusual events with respect to the Business or the occurrence of any event outside the ordinary course of business.

5.2 Permitted acts

Nothing in **clause 5.1** restricts a Seller or a Group Company or ATMP, or Buyer Group Member (as applicable), from doing anything:

- (a) expressly required or permitted by this agreement or any other Transaction Document, including the implementation of the Restructure;
- (b) reasonably necessary for any Group Company or ATMP or any Buyer Group Member (as applicable) to:
 - (i) reasonably and prudently respond to:
 - (A) an emergency or disaster (including a situation giving rise to a risk of personal injury or damage to property), but for clarity the mere existence of the COVID-19 Pandemic does not constitute an 'emergency' or 'disaster' for the purpose of this **clause 5.2(b)(i)(A)**;
 - (B) a situation where an employee is subject to summary dismissal;

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- (ii) meet its legal obligations, including any obligations imposed by any Government Agency (including in connection with the COVID-19 Pandemic);
- (iii) enable compliance with, or avoid the breach of, any law (including any Tax Law), any obligations imposed by any Government Agency, any government directive (including any advisory recommendations from any Government Agency) or any contractual or equitable obligation (including any obligation of confidentiality) which any Group Company owes to any person, provided that the Sellers (acting jointly, in respect of the Sellers, Group Companies and ATMP) or the Buyer (in respect of the Buyer Group) (as applicable) gives notice to the Buyer or Sellers, respectively, of the action or proposed action prior to or, if that is not possible, as soon as reasonably practicable after the action is taken; or
- (c) reasonably required to be done by ATMP in connection with the completion of a capital return of up to \$832,000 which is agreed to in writing between the ATMP Sellers and the Buyer on or before the date of this agreement; or
- (d) agreed to in writing between the Sellers (acting jointly, in respect of the Sellers, Group Companies and ATMP)) and the Buyer.

6 Obligations until Completion

6.1 Third Party Consents

- (a) As soon as practicable after the Execution Date, the Sellers must, and must ensure that the Group Companies:
 - (i) use their reasonable endeavours to obtain, at or before or following Completion, each Third Party Consent on terms acceptable to the Buyer (acting reasonably) and the Sellers (each acting reasonably), provided that such reasonable endeavours do not extend to any financial or other support or making any payments to secure such consents unless otherwise agreed by the Sellers and the Buyer; and
 - (ii) provide all information reasonably required by a third party in relation to a request for each Third Party Consent.
- (b) The Buyer must provide all reasonable assistance and information to the Sellers in in relation to seeking and obtaining each Third Party Consent.

6.2 Release of Seller guarantees

- (a) As soon as practicable after the Execution Date, the Sellers must, and must ensure that the Group Companies:
 - (i) use their reasonable endeavours to obtain, at or before Completion, a full discharge and release from each of the Personal Guarantees on terms acceptable to the Buyer (acting reasonably) and the Sellers (each acting reasonably), provided that:
 - (A) such reasonable endeavours do not extend to any financial or other support or making any payments to secure such

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consents unless otherwise agreed by the Sellers and the Buyer; and

- (B) no officer of any Buyer Group Member or Pemba Investor will be required to provide any form of replacement personal guarantee; and
- (ii) provide all information reasonably required by a third party in relation to a request for each release referred to in **clause 6.1(a)(i)**.
- (b) Subject to **clauses 6.2(a)(i)(A)** and **6.2(a)(i)(B)**, the Buyer must provide all reasonable assistance and information to the Sellers in relation to seeking and obtaining each release referred to in **clause 6.1(a)(i)**.

6.3 Access

- (a) From the Execution Date until Completion, the Sellers must procure reasonable access to the Business Records and equivalent records of ATMP, and the Group's senior management personnel, at reasonable times during Business Days and normal business hours to enable the Buyer to, as is reasonably necessary, become familiar with the Business and the affairs of the Group and of ATMP, and to prepare for the operation of the Business after Completion.
- (b) The Buyer and its representatives may only exercise the right of access under **clause 6.3(a)**:
 - (i) if the Buyer has provided the Sellers with not less than two Business Days' prior written notice of the access that the Buyer requires (or such lesser period of notice as the Buyer and Sellers (acting jointly) may agree);
 - (ii) if to do so does not unreasonably interfere with the conduct of the business or the activities and operations of any Group Company or its employees (as determined in the reasonable opinion of Sellers);
 - (iii) if the access will not result in the Sellers, or any Group Company or any of its employees, breaching any legal obligations that the Sellers or any Group Company or ATMP owes to any third party or under any law or regulation; and
 - (iv) to the extent that the access will not compromise or result in a risk of damage or compromise to the protection of legal professional privilege in relation to any of the Business Records or the equivalent records of ATMP,

and the Buyer agrees to comply with the Sellers' requirements and directions in relation to the access and to procure that the Buyer's representatives do the same.

7 Notifications before Completion

7.1 Notifications by the Buyer

The Buyer must give written notice to the Sellers at least five Business Days before Completion of:

- (a) the names of any director, secretary or public officer of each Group Company and ATMP that the Buyer requires to resign at Completion;

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- (b) the names of each person that the Buyer requires to be appointed as a director, secretary or public officer of each Group Company and ATMP at Completion together with the necessary consents;
- (c) the address of any new registered office that the Buyer requires any Group Company or ATMP to adopt at Completion, together with any necessary consent signed by the occupier of the new registered office (in a form reasonably acceptable to the Sellers);
- (d) any proposed changes to the signatories of any bank account maintained by any Group Company or ATMP, together with specimen signatures of the new signatories; and
- (e) any existing powers of attorney granted by the Group Companies or ATMP which the Buyer does not require to be revoked at Completion.

7.2 Notifications by the Sellers

The Sellers must give written notice to the Buyer at least 10 Business Days before Completion of:

- (a) the itemised Estimated Working Capital;
 - (b) the itemised Estimated Net Debt,
- and setting out or attaching (as relevant):
- (c) the calculation of the Initial Purchase Price and each Seller's Respective Proportion of the Completion Payment;
 - (d) the calculation of the Estimated Adjustment Amount; and
 - (e) in respect of all payments to be made by the Buyer under this agreement, details of all relevant payees and their respective bank accounts and an instruction and direction to make payments to such payees.

7.3 Notification of potential breaches

If before Completion the Sellers become aware of any fact, matter or circumstance which results in, or is reasonably likely to result in a breach of a Warranty the Sellers must give notice to the Buyer as soon as reasonably practicable after becoming aware of, and understanding the nature, import and significance of the fact, matter or circumstance, and the notice must set out full details (to the extent reasonably available) of those facts, matters or circumstances and the potential breach of Warranty.

8 Completion

8.1 Date, time and place

- (a) Completion will take place on the later of:
 - (i) 1 March 2022; and
 - (ii) the date that is 10 Business Days after the date on which the last Condition is satisfied or waived.
- (b) Completion must take place by virtual exchange commencing at 11.00 am.
- (c) The Buyer and the Sellers (acting jointly) may agree in writing a different date, time and place for Completion.

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8.2 Obligations at Completion

Each party must do the things required of them under, and in accordance with, **schedule 6**.

8.3 Interdependence of obligations

- (a) The obligations of the parties in respect of Completion will be interdependent.
- (b) All actions at Completion under this agreement will be deemed to take place simultaneously (including, for clarity, the transfer of all Acis Sale Shares and ATMP Sale Shares) and no delivery or payment under this agreement at Completion will be deemed to have been made, and Completion will not be taken to have occurred, until all such deliveries and payments under this agreement have been made.
- (c) If any action which is required to occur at Completion does not occur at Completion then:
 - (i) there is no obligation on any party to take any other such actions; and
 - (ii) to the extent that any such actions have already occurred, the parties must do everything reasonably required to reverse those actions, including returning any delivery or payment,in each case without prejudice to any other rights that any party may have in respect the action not having occurred.

9 Warranties

9.1 Warranties true and accurate

Subject to the qualifications and limitations in **clause 10**:

- (a) each of the Sellers severally warrants and represents to the Buyer, in respect of itself and the Sale Shares held by it only, that each of the Title and Capacity Warranties is true and accurate as at both:
 - (i) the Execution Date; and
 - (ii) the Completion Time,except that if a Title and Capacity Warranty is expressed to be given at a particular time, that Title and Capacity Warranty is given only at that time; and
- (b) the Sellers severally warrant and represent in their Respective Proportions to the Buyer that each of the Business Warranties and the Tax Warranties is true and accurate as at both:
 - (i) the Execution Date; and
 - (ii) the Completion Time,except that if a Business Warranty or Tax Warranty is expressed to be given at a particular time, that Business Warranty or Tax Warranty is given only at that time.

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9.2 Indemnity for breach of Warranties

- (a) Each Seller severally indemnifies the Buyer against, and must pay to the Buyer on demand an amount equal to, all Loss suffered or incurred by the Buyer, a Group Company or ATMP arising from or in connection with a breach of a Title and Capacity Warranty by that Seller, except to the extent that the Title and Capacity Warranty or the Sellers' liability for the Loss is limited or qualified under **clause 10**.
- (b) The Sellers severally in their Respective Proportions indemnify the Buyer against, and must pay to the Buyer on demand an amount equal to, all Loss suffered or incurred by the Buyer, a Group Company or ATMP arising from or in connection with a breach of a Business Warranty or a Tax Warranty by a Seller, except to the extent that the Business Warranty, Tax Warranty or the Sellers' liability for the Loss is limited or qualified under **clause 10**.

9.3 Warranties construed independently

Each Warranty must be construed independently and is not limited by reference to another Warranty.

9.4 Warranties survive Completion

Each Warranty will remain in full force and be binding despite Completion.

9.5 Reliance

The Sellers acknowledge that the Buyer has entered into, and will Complete, this agreement in reliance on the Warranties.

10 Qualifications and limitations on Claims

10.1 Disclosure, Buyer's knowledge and Public Records

The Buyer must not claim that any fact, matter or circumstance renders any of the Warranties untrue or inaccurate or causes them to be breached, if that fact, matter or circumstance:

- (a) is expressly provided for in this agreement;
- (b) is within the actual knowledge of the Buyer as at the Execution Date;
- (c) is Fairly Disclosed in the Disclosure Material; or
- (d) would have been revealed by a public search, or inspection, of the Public Records.

10.2 Time limits

No Seller is liable to the Buyer in respect of a Warranty Claim or under the Tax Indemnity or a Specific Indemnity unless the Buyer gives notice of the Warranty Claim or Tax Indemnity or Specific Indemnity (including a notice under **clause 12**) to the Sellers (or the relevant Seller(s)):

- (a) in the case of any claim under a Specific Indemnity, a Title and Capacity Warranty, the Tax Indemnity or a Warranty Claim arising from a breach of a Tax Warranty, on or before the date which is six years after the Completion Date; and
- (b) in the case of any claim under a Business Warranty, on or before the date which is 24 months after the Completion Date,

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and in either case, unless the Claim has been agreed, compromised or settled, or legal proceedings in a court of competent jurisdiction in respect of the Claim have been properly issued and served on the Sellers (or the relevant Seller(s)) within 9 months of the date the Buyer is required to notify the Sellers under **clause 12**.

10.3 Minimum amount for Warranty Claims

- (a) The Buyer must not make a Warranty Claim (other than a Tax Claim) against the Sellers unless the amount claimed in respect of the individual Warranty Claim exceeds \$30,000.
- (b) The Sellers are not liable to the Buyer in respect of a Warranty Claim (other than a Tax Claim) unless:
 - (i) the amount finally adjudicated or agreed to be payable in respect of the individual Warranty Claim exceeds \$30,000; and
 - (ii) the aggregate amount finally adjudicated or agreed to be payable in respect of all Warranty Claims permitted to be made under **clause 10.3(b)(i)** exceeds \$300,000, in which case the Sellers will be liable for the full amount of the Warranty Claim and not just the excess.

For clarity, there is no minimum value that a Tax Claim must satisfy in order to be validly brought by the Buyer.

- (c) For the purposes of **clauses 10.3(a)** and **10.3(b)**:
 - (i) Claims arising out of separate sets of facts, matters or circumstances will not be treated as an individual Claim, even if each set of facts, matters or circumstances may be a breach of the same Warranty; and
 - (ii) Claims of the same or similar nature arising out of the same or similar facts, matters and circumstances will be treated as an individual Claim.

10.4 Maximum liability for Claims

The maximum aggregate liability of each Seller to the Buyer in respect of:

- (a) all Warranty Claims (including any liability for costs and interest) in respect of Title and Capacity Warranties and Tax Warranties and the Tax Indemnity and the Specific Indemnities, is its Respective Proportion of the Purchase Price; and
- (b) all Warranty Claims (including any liability for costs and interest) in respect of Business Warranties, is its Respective Proportion of the Completion Payment,

provided always that the maximum aggregate liability of each Seller to the Buyer in respect of all Claims (including any liability for costs and interest) (other than any claim under **clause 19**) is its Respective Proportion of the Purchase Price.

10.5 General limitations

The Sellers are not liable to the Buyer in respect of a Warranty Claim or under a Specific Indemnity:

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- (a) if the Buyer does not give notice of the Claim to the Sellers within the time required under, and otherwise in accordance with, **clause 12**;
- (b) to the extent that:
 - (i) an express provision has been made in the Completion Accounts for the Loss the subject of the Claim; and
 - (ii) the provision is taken into account in calculating the Final Completion Accounts,as evidenced by the Completion Accounts, but only to the extent that the provision is taken into account;
- (c) to the extent that the Loss or amount which is the subject of the Claim:
 - (i) is caused by, or contributed to by, any act, omission, transaction or arrangement expressly permitted by the terms of this agreement;
 - (ii) arises from an act or omission by or on behalf of a Seller or a Seller Affiliate before Completion that was done or made:
 - (A) with the prior written consent of the Buyer; or
 - (B) at the written direction or instruction of the Buyer;
 - (iii) is attributable to any change after Completion in the accounting policies or practices used in preparing the accounts of a Group Company or ATMP (as applicable), unless the change is to bring the accounting policy or practice into line with the generally accepted accounting policies and practices in Australia in relation to businesses of the type carried on by the Group Companies or ATMP (as applicable); or
 - (iv) arises from, or to the extent it is increased as a result of, a change (including a retrospective change) in the rate of Tax after the Execution Date;
- (d) to the extent that the Claim is as a result of or arises from or is increased by:
 - (i) the enactment or amendment of any legislation or regulations;
 - (ii) a change in the judicial or administrative interpretation of the Law; or
 - (iii) a change in the practice or policy of any Government Agency,after the Execution Date, including legislation, regulations, amendments, interpretation, practice or policy which takes effect retrospectively, unless such enactment, amendment or change has been announced on or before the Execution Date.

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10.6 No duplication of liability

The Buyer agrees with the Sellers that, in respect of any matter which may give rise to a liability under this agreement:

- (a) no such liability shall be met twice; and
- (b) the Sellers are not liable to the Buyer for any Loss to the extent that the same Loss has been recovered under another Claim.

10.7 Reliance

The Buyer:

- (a) acknowledges that the only statements, representations and warranties by or on behalf of the Sellers on which the Buyer has relied in entering into and performing this agreement are those expressly set out in this agreement (including in the Warranties); and
- (b) to the maximum extent permitted by law, agrees not to make and waives any right it might have to make, any Claim against a Seller or any of their Representatives, whether in respect of the Warranties or otherwise, under or based on Part 7.10 (including section 1041H) of the Corporations Act, Part 2 Division 2 (including section 12DA or 12DB) of the *Australian Securities and Investments Commission Act 2001* (Cth), the *Australian Consumer Law* set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (including sections 4, 18 and 29) or on any corresponding provision of any State or Territory legislation or on a similar provision under any other law, for any act or omission concerning the Sellers, the Group Companies, ATMP, or their respective Related Bodies Corporate, or the Business or for any statement or representation about any of those things which is not expressly contained in this agreement.

10.8 Consequential loss

The Sellers are not liable to the Buyer for any Claim for any Loss suffered or incurred by the Buyer, a Group Company or ATMP (as applicable) arising from or in connection with this agreement to the extent that the Claim is for Consequential Loss.

10.9 Mitigation of Loss

The Buyer must, and must ensure that each relevant Group Company and ATMP must, mitigate its Loss in respect of any Claim, and the Sellers' liability (including under the indemnity in **clause 9.2**) in respect of the Loss suffered or incurred by the Buyer, a Group Company or ATMP will be reduced to the extent that the Buyer or Group Company fails to do so.

10.10 No limitation for fraud

In the event a person agrees in writing or is otherwise proven to have acted fraudulently (including, in the case of a Seller, one or more of that Seller's directors, officers or employees agreeing in writing or otherwise being proven to have acted fraudulently), nothing in this agreement shall have the effect of limiting or restricting the ability of the Buyer to bring a Claim against that person in respect of those rights of recovery arising as a result of such fraud.

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10.11 Independent limitations

Each qualification and limitation in this **clause 10** is to be construed independently of the others and is not limited by any other qualification or limitation.

10.12 No action against officers and employees

Each Seller waives all rights and Claims that it has or may have against a Group Company or ATMP or any of the current and former officers and employees of any Group Company or ATMP in relation to any matter arising directly or indirectly in connection with the Disclosure Materials or the sale of the Sale Shares, including in respect of any loss or liability the Seller may incur pursuant to this agreement, other than for an act of fraud by that person. The parties acknowledge and agree that the Buyer has sought and obtained this waiver as agent for and on behalf of each Group Company and ATMP and each of the current and former officers and employees of each Group Company and ATMP and holds the benefit of this **clause 10.12** as trustee for them.

10.13 Reduction in Purchase Price

Any monetary compensation received by the Buyer as a result of any breach of any Warranty or under this agreement is in reduction of the Purchase Price.

11 Recovery from third parties

(a) If:

- (i) the Buyer receives payment from the Sellers in respect of a Claim (**Paid Claim Amount**); and
- (ii) after such payment is received, the Buyer or a Group Company or ATMP or a Buyer Group Member receives a payment from a person other than the Sellers (including an insurer under an insurance policy) in recovery or reimbursement of, or compensation for, the Loss suffered or incurred by the Buyer or Group Company or ATMP or a Buyer Group Member that gave rise to the Claim (**Recovered Amount**),

within 20 Business Days after the Recovered Amount is received, the Buyer must repay, or must ensure that the relevant Group Company or ATMP or a Buyer Group Member repays, to the Sellers an amount equal to the lesser of:

- (iii) the Paid Claim Amount; and
 - (iv) the Recovered Amount, less:
 - (A) all costs incurred by the Buyer and the relevant Group Company or ATMP or a Buyer Group Member in recovering the Recovered Amount; and
 - (B) any Tax payable by the Buyer and the relevant Group Company or ATMP or a Buyer Group Member as a result of receiving the Recovered Amount.
- (b) The Buyer must pay, or procure the payment of (as applicable), any amount under **clause 11** to the Sellers in the same proportions in which the Sellers paid the Paid Claim Amount to the Buyer.

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12 Procedures for Warranty Claims

12.1 Notice of Warranty Claims

The Buyer must give written notice to the Sellers if:

- (a) a Third Party Claim is made;
- (b) a Tax Demand is made; or
- (c) it becomes aware of any other fact, matter or circumstance, which gives rise, or is likely to give rise, to a Warranty Claim.

12.2 Timing and content of notice

- (a) The Buyer must give the notice under **clause 12.1** to the Sellers of:
 - (i) a Third Party Claim under **clause 12.1(a)** as soon as reasonably practicable after becoming aware of that Third Party Claim and, in any event, within 20 Business Days of:
 - (A) receiving written notice of the Third Party Claim from the relevant third party; or
 - (B) being served with any Proceedings in connection with the Third Party Claim,and the notice must set out reasonable details of:
 - (C) the Third Party Claim; and
 - (D) the potential Warranty Claim;
 - (ii) a Tax Demand under **clause 12.1(b)** as soon as reasonably practicable after becoming aware of that Tax Demand and, in any event, within 20 Business Days of:
 - (A) receiving written notice of the Tax Demand from the relevant Government Agency; or
 - (B) receiving any enquiries relating to any actual investigation or audit of a Group Company by the relevant Government Agency,and the notice must set out reasonable details of:
 - (C) the Tax Demand; and
 - (D) the potential Warranty Claim or claim under the Tax Indemnity in **clause 16.3**; and
 - (iii) a Warranty Claim under **clause 12.1(c)** as soon as reasonably practicable after making the decision to make a Warranty Claim and, in any event, within 20 Business Days, and the notice must set out full details of:
 - (A) the Warranty Claim;
 - (B) if applicable, any other Claims that together with the Warranty Claim give rise to any applicable threshold set out in **clause 10.3**; and
 - (C) reasonable details of the events, matters or circumstances giving rise to the Claim.

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- (b) The Buyer must also, on an ongoing basis, keep the Sellers reasonably informed of all material developments in relation to a Claim notified under **clause 12.1**.
- (c) The Buyer must include details of the matters outlined in **clauses 12.2(a)** and **12.2(b)** only to the extent they are known to the Buyer or a Group Company and are properly able to be disclosed without loss of client legal privilege or other legal privilege.

12.3 Failure to notify not a bar to Warranty Claims

Any failure by the Buyer to notify the Sellers as required by this **clause 12** is not a bar to making the relevant Warranty Claim, but **clause 10.5(a)** applies in respect of the Warranty Claim.

13 Conduct of Third Party Claims and Tax Demands

13.1 Defence of Claim

Within 20 Business Days after receipt of a notice under **clauses 12.1(a)** or **(b)** in respect of a Third Party Claim or Tax Demand, the Sellers (acting jointly) may, by written notice to the Buyer, at the cost of the Sellers (in their Respective Proportions) assume the conduct of the defence of the Third Party Claim or Tax Demand.

13.2 Sellers assume conduct

- (a) If the Sellers give notice to the Buyer under **clause 13.1**:
 - (i) subject to **clause 13.2(c)** and to the Sellers complying with **clause 13.2(b)**, the Buyer must at the cost of the Sellers:
 - (A) take, and must ensure that each Group Company and ATMP takes, all action reasonably requested by the Sellers to avoid, contest, compromise or defend the Third Party Claim or Tax Demand, including using professional advisers nominated by the Sellers; and
 - (B) provide, and must ensure that each Group Company and ATMP provides, all reasonable assistance requested by the Sellers in relation to the Third Party Claim or Tax Demand; and
 - (ii) in conducting any Proceedings or actions in respect of that Third Party Claim or Tax Demand, the Sellers must:
 - (A) act in good faith;
 - (B) liaise with the Buyer in relation to the defence of the Third Party Claim or Tax Demand;
 - (C) provide the Buyer with reasonable access to a copy of any notice, correspondence or other document relating to the Third Party Claim or Tax Demand;
 - (D) on an ongoing basis, keep the Buyer reasonably informed of all material developments in relation to the Third Party Claim or Tax Demand; and
 - (E) if it has engaged lawyers to act on behalf of the Buyer or relevant Group Company or ATMP, instruct its lawyers on

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behalf of both the Sellers on the one hand and the Buyer or relevant Group Company or ATMP on the other hand, so that client legal privilege attaches to any communications by those lawyers for the benefit of both the Sellers and the Buyer or relevant Group Company or ATMP (as applicable).

- (b) The Sellers indemnify the Buyer and each Group Company and ATMP against all Loss arising from or in connection with any action or assistance given by them under this **clause 13.2**. The Sellers must pay any amount which is the subject of this indemnity within 30 days of the date on which the Buyer or relevant Group Company or ATMP provides satisfactory evidence to the Sellers (acting jointly) that:
- (i) the Buyer or relevant Group Company or ATMP has incurred a liability for the amount; and
 - (ii) the amount is due and payable.
- (c) The Buyer is not required to comply with **clause 13.2(a)** to the extent that:
- (i) an act or omission otherwise required by the Buyer or relevant Group Company or ATMP under that paragraph may, in the reasonable opinion of the Buyer, lead to a loss of client legal privilege or other legal privilege in relation to a matter or document;
 - (ii) it is inconsistent with a right an insurer may have in respect of the relevant Third Party Claim or Tax Demand; or
 - (iii) the Buyer, acting reasonably, considers that an act or omission otherwise required by the Buyer or a Group Company or ATMP under that paragraph would or may:
 - (A) prejudice the goodwill or reputation of any Group Company or ATMP or their respective businesses, or any material commercial relationship of the Buyer or any Group Company or ATMP; or
 - (B) otherwise have a materially adverse effect on any Group Company or ATMP or their respective businesses.

13.3 Buyer assumes conduct

- (a) If the Sellers advise the Buyer that the Sellers do not wish to assume the conduct of the defence of the Third Party Claim or the Tax Demand, or it does not give notice under **clause 13.1**:
- (i) subject to **clause 13.3(b)**, the Buyer must at the cost of the Sellers, and must ensure that any Group Company or ATMP which is conducting any Proceedings or actions in respect of that Third Party Claim or the Tax Demand:
 - (A) acts in good faith;
 - (B) liaises with the Sellers in relation to the defence of the Third Party Claim or Tax Demand, at intervals reasonably requested by the Sellers (but not more frequently than once per month); and

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- (C) provides the Sellers with reasonable access to a copy of any notice, correspondence or other document relating to the Third Party Claim or Tax Demand; and
- (ii) the Sellers must provide to the Buyer and each Group Company and ATMP such information and assistance as they reasonably require to assist them to avoid, dispute, resist, defend, appeal, compromise or mitigate the Third Party Claim or Tax Demand.
- (b) The Buyer is not required to comply with **clause 13.3(a)(i)** to the extent that an act or omission otherwise required by the Buyer or a Group Company or ATMP under that paragraph may, in the reasonable opinion of the Buyer, lead to a loss of client legal privilege or other legal privilege in relation to a matter or document.

14 Buyer Warranties and HoldCo Warranties

14.1 Warranties by Buyer and HoldCo

- (a) The Buyer warrants and represents to the Sellers, that each of the Buyer Warranties is true and accurate as at both:
 - (i) the Execution Date; and
 - (ii) the Completion Time,
 except that if a Buyer Warranty is expressed to be given at a particular time, that Buyer Warranty is given only at that time.
- (b) HoldCo warrants and represents to the Sellers, that each of the HoldCo Warranties is true and accurate as at both:
 - (i) the Execution Date; and
 - (ii) the Completion Time,
 except that if a HoldCo Warranty is expressed to be given at a particular time, that HoldCo Warranty is given only at that time.

14.2 Indemnity for breach of Buyer Warranties or HoldCo Warranties

- (a) The Buyer indemnifies the Sellers (in their Respective Proportions) against, and must pay to the Sellers (in their Respective Proportions) on demand an amount equal to, all Loss suffered or incurred by the Sellers arising from or in connection with a breach of a Buyer Warranty by the Buyer.
- (b) HoldCo indemnifies the Sellers (in their Respective Proportions) against, and must pay to the Sellers (in their Respective Proportions) on demand an amount equal to, all Loss suffered or incurred by the Sellers arising from or in connection with a breach of a HoldCo Warranty by HoldCo.

14.3 Construed independently

Each Buyer Warranty and HoldCo Warranty must be construed independently and is not limited by reference to another Buyer Warranty or HoldCo Warranty.

14.4 Buyer Warranties and HoldCo Warranties survive Completion

Each Buyer Warranty and HoldCo Warranties will remain in full force and be binding despite Completion.

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15 Guarantor Warranties

15.1 Warranties by the Guarantors

Each of the Guarantors severally warrants and represents to the Buyer, in respect of himself only, that each of the Guarantor Warranties is true and accurate as at both:

- (a) the Execution Date; and
- (b) the Completion Time,

except that if a Guarantor Warranty is expressed to be given at a particular time, that Guarantor Warranty is given only at that time.

15.2 Indemnity for breach of Guarantor Warranties

Each Guarantor severally indemnifies the Buyer against, and must pay to the Buyer on demand an amount equal to, all Loss suffered or incurred by the Buyer arising from or in connection with a breach of a Guarantor Warranty by that Guarantor.

15.3 Construed independently

Each Guarantor Warranty must be construed independently and is not limited by reference to another Guarantor Warranty.

15.4 Guarantor Warranties survive Completion

Each Guarantor Warranty will remain in full force and be binding despite Completion.

16 Tax

16.1 Pre Completion Returns and Straddle Returns

- (a) The Buyer and the Sellers must co-operate and provide any assistance reasonably requested by another party in connection with any Tax Returns of a Group Company or ATMP (as applicable) with respect to a period or part period ended before, or including, the Completion Date and any administrative proceeding involving any such Tax Return.
- (b) The Sellers have, at their own cost and expense, the sole conduct and control of the preparation and filing of all Tax Returns of each Group Company and ATMP to the extent they relate to any periods (or part periods) ended on or before the Completion Date (**Pre Completion Returns**).
- (c) The Sellers must ensure that each Pre Completion Return is prepared in a manner consistent with the requirements of any Tax Law and the Sellers must jointly deliver, or procure the delivery of, each Pre Completion Return to the Buyer as soon as it is available but no later than:
 - (i) in the case of a monthly or quarterly Tax Return, ten Business Days; or
 - (ii) in the case of any other Tax Return, 30 Business Days;

before it is due to be filed (taking into account any extension of time to file the Pre Completion Return which has been properly obtained), for the Buyer's review and comment.

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- (d) The Buyer has, at its own cost and expense, the sole conduct and control of the preparation and filing of all Tax Returns of each Group Company and ATMP for any period that includes, but does not end on or before the Completion Date (**Straddle Returns**).
- (e) The Buyer must ensure that each Straddle Return is prepared in a manner consistent with the requirements of any Tax Law and the past practice of the relevant Group Company or ATMP (as applicable) and must deliver each Straddle Return to the Sellers as soon as it is available, but no later than:
 - (i) in the case of a monthly or quarterly Tax Return, ten Business Days; or
 - (ii) in the case of any other Tax Return, 30 Business Days, before it is due to be filed (taking into account any extension of time to file the Straddle Return which has been properly obtained), for the Sellers' review and comment.
- (f) The Buyer must ensure that each Straddle Return and (subject to the Sellers complying with **clause 16.1(c)**) each Pre Completion Return is filed by the due date for filing (taking into account any extension of time to file the Straddle Return or Pre Completion Return which has been properly obtained).
- (g) If there is a dispute in relation to a Pre Completion Return or Straddle Return under **clause 16.2** which is not resolved before the due date for filing the return, the Buyer must:
 - (i) in the case of a Pre Completion Return, ensure that the return is to be filed as prepared by the Sellers (except to the extent that the Buyer has obtained an opinion from a suitably qualified tax adviser that an item required by the Sellers in a Pre Completion Return is inconsistent with the Law or generally accepted administrative practice of the relevant Government Agency, in which case the Buyer may amend the Pre Completion Return in accordance with that advice);
 - (ii) in the case of a Straddle Return, file the return as prepared by the Buyer; and
 - (iii) in either case, ensure that an amended return, which reflects the resolution of the disputed items under **clause 16.2**, is filed promptly after the disputed items are resolved (if required having regard to the terms of the resolution of the disputed items).

16.2 Objections to Pre Completion Returns or the Straddle Returns

- (a) If the Buyer or the Sellers (acting jointly) object to any items set out in the Pre Completion Return or the Straddle Return (as applicable) it must give notice in writing to the other (**Dispute Notice**) as soon as it is aware of the objection, but no later than:
 - (i) in the case of a monthly Tax Return, five Business Days; or
 - (ii) in the case of any other Tax Return, ten Business Days, before the Pre Completion Return or Straddle Return (as applicable) is due to be filed (taking into account any extension of time to file the Pre

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Completion Return or Straddle Return which has been properly obtained), setting out full details of the objection including:

- (iii) the items in dispute;
- (iv) as far as possible, the amount in dispute; and
- (v) as far as possible, the adjustments or amendments to the Pre Completion Return or Straddle Return which they are seeking,

(Disputed Matters).

- (b) If the Buyer or the Sellers (acting jointly), gives a Dispute Notice, the Buyer and Sellers must enter into good faith negotiations and use all reasonable endeavours to agree the Disputed Matters in dispute as quickly as possible.
- (c) If the Buyer and Sellers cannot resolve any such dispute within ten Business Days (or five Business Days in the case of a monthly Tax Return) of the objection being notified (or such other period as they agree in writing), then the Buyer, and Sellers (acting jointly), must appoint the Tax Expert to determine the proper treatment of the Disputed Matters in accordance with the provisions of **schedule 5**.
- (d) Despite the appointment or determination of the Tax Expert under **clause 16.2(c)**, the Buyer, and Sellers (acting jointly), may, at any time, agree in writing the treatment of any or all of the Disputed Matters.

16.3 Tax Indemnity

- (a) Subject to **clause 10** (to the extent applicable) and **clause 16.3(b)**, on and from Completion, the Sellers severally in their Respective Proportions indemnify the Buyer, each Group Company and ATMP (together, the **Indemnified Entities**) from and against:
 - (i) all liability of an Indemnified Entity for Tax of the Group or ATMP (as applicable) that:
 - (A) arises from or relates to any actual or deemed income, expense, profits or gains earned, received, provided or arising in respect of any period or part period up to and including Completion; or
 - (B) is attributable to any act, transaction, event, omission occurring or instrument executed in respect of any period or part period up to and including Completion; or
 - (C) arises from or relates to the Restructure; and
 - (ii) all liability of the Indemnified Entities for Tax Costs incurred by them or on their behalf, to the extent that those Tax Costs arise from, or relate to, any of the matters for which the Indemnified Entities may be liable under **clause 16.3(a)(i)**,

and for clarity the indemnity in this **clause 16.3(a)** extends to:

- (iii) all unpaid Tax arising from any payment made to a current or former officer of any Group Company (including CST Documents) at any time prior to Completion, and all penalties, fines and Tax Costs arising from any failure of the relevant Group Company to pay such Tax when due; and

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- (iv) all Tax arising to the Indemnified Entities in connection with any return of capital undertaken by ATMP (as contemplated under **clause 5.2(c)**), including any additional Tax payable by any of the Indemnified Entities as a result of future dividends being deemed unfranked dividends due to the share capital account tainting rules or as a result of the application of Section 45B and Section 45C of the Tax Act, and all penalties, fines and Tax Costs arising from any failure of ATMP to pay such Tax when due.
- (b) The Sellers are not liable under the indemnity in **clause 16.3(a)** for any Loss to the extent that:
 - (i) a provision has been made in the Completion Accounts for Loss; and
 - (ii) the provision is taken into account in calculating the Final Completion Accounts,
as evidenced by the Completion Accounts, but only to the extent of the provision so taken into account.
- (c) All amounts payable by a Seller to an Indemnified Entity under this agreement in respect of a Claim under the indemnity in **clause 16.3(a)** must be paid by the later of:
 - (i) the date which is five Business Days before the due date for payment of the Tax liability to which the Claim relates (or before any extended due date for payment permitted by the relevant Government Agency); and
 - (ii) the date which is 10 Business Days after notice of the Claim is provided to the Sellers.
- (d) If, after Completion, a Group Company receives:
 - (i) a refund of any Tax paid before Completion; or
 - (ii) a reduction in a Tax liability for which a provision or accrual was made in the Completion Accounts,
and such refund or reduction:
 - (iii) arises from or relates to any actual or deemed income, profits or gains earned, received or arising before the Completion Date; or
 - (iv) is attributable to any event occurring before the Completion Date,
then, except to the extent that the refund or reduction reduces an amount of Tax provided in the Completion Accounts, the Buyer must:
 - (v) promptly notify the Sellers of the refund or reduction, providing reasonable details; and
 - (vi) within 20 Business Days, pay an amount equal to the refund or reduction to the Sellers.
- (e) If any Indemnified Entity is not a party to this agreement, the Buyer accepts the full benefit of any provisions or indemnity in that clause which are expressed to be for the benefit of or in favour of that Indemnified Entity and holds the benefit of those provisions as trustee for that Indemnified Entity.

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16.4 Foreign resident capital gains withholding

- (a) Each Seller warrants and declares that as at the date of this agreement it is an Australian resident for income tax purposes.
- (b) The Buyer Group acknowledges that:
 - (i) the warranty and declaration given by each Seller under **clause 16.4(a)** represents a declaration for the purposes of section 14-210(3) of Schedule 1 to the TA Act given by each Seller to the Buyer Group;
 - (ii) no Buyer Group Member knows that the declaration is false; and
 - (iii) because of the declaration, where the Completion Date occurs within six months of the date of this agreement, no Buyer Group Member will:
 - (A) withhold (or procure the withholding of) any amount under Subdivision 14-D of Schedule 1 to the TA Act from the Completion Payment; nor
 - (B) pay (nor procure the payment of) any amount under Subdivision 14-D of Schedule 1 to the TA Act, in connection with the Completion Payment.
- (c) Each Seller must indemnify the Buyer Group for any Loss suffered by any Buyer Group Member in respect of the withholding requirements under Subdivision 14-D of Schedule 1 to the TA Act if any declaration made by the Sellers under **clause 16.4(a)** is false.

17 Specific indemnities**17.1 Seller indemnities**

Subject to **clause 10** (to the extent applicable), the Sellers severally in their Respective Proportions indemnify the Buyer, each Group Company, and ATMP, against any Loss or liability which the Buyer, any Group Company, or ATMP, suffers or incurs as a result of or in relation to:

- (a) any Loss arising in relation to the conduct of the Business prior to Completion as a result of the Group not having the following insurances in place:
 - (i) a 'professional indemnity' insurance policy (with coverage for the provision of legal advice and legal services, among other professional indemnity risks) for the benefit of each Group Company other than Acis Legal; or
 - (ii) a workers' compensation policy in New South Wales for the benefit of each Group Company (other than CST Documents);
 - (iii) cyber and information technology insurance policies for the benefit of Reviewa;
- (b) any person engaged by any Group Company prior to Completion not being adequately remunerated or afforded all of their entitlements and benefits in accordance with relevant employment and industrial relations laws, industrial relations agreements, awards and award rates, and all superannuation, payroll Tax and Tax withholding;

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- (c) any person engaged by the any Group Company in the period prior to Completion who is (or has been) classified and treated by the Business as a contractor being deemed to be an employee at law (including liabilities for superannuation contributions, payroll tax, tax withholding, long service leave entitlements and annual leave);
- (d) any Intellectual Property Rights which are exercised or used by the Group Companies in order to conduct the Business being not legally and beneficially owned by a Group Company as a direct result of the Group not entering into a formal employment contract with any Employee employed by any Group Company prior to Completion (for the avoidance of doubt, the Sellers' obligation to indemnify the Buyer, each Group Company, and ATMP under this **clause 17.1(d)** shall expire in respect of each Employee employed by any Group Company prior to Completion, immediately upon entry by the relevant Employee into a new employment agreement (on terms acceptable to the Buyer, acting reasonably, which include an assignment of all intellectual property rights created by that Employee during the course of its employment with any Group Company) with the relevant Group Company on or after the date of this agreement); and
- (e) any Invitee with outstanding rights or interests under the Acis Equity Participation Scheme (including Michael Nielsen) or other person claiming any entitlement or being found to be entitled to receive any benefit under the Acis Equity Participation Scheme, whether in cash, securities or otherwise, at any time, including as a result of Completion.

17.2 ATMP

- (a) The ATMP Sellers jointly and severally warrant and represent to the Buyer that as at the Execution Date and the Completion Time, the following warranties are true and accurate:
 - (i) ATMP has no assets other than the 76 ordinary shares in the capital of the Company registered in its name;
 - (ii) ATMP has no current, long term or contingent liabilities; and
 - (iii) ATMP has never traded or conducted any business other than holding shares in the Company and being a party to the intellectual property agreement with the Company identified as documents 0310 and 0315 in the Data Room.
- (b) The ATMP Sellers jointly and severally indemnify the Buyer, each Group Company, and ATMP, against any Loss or liability which the Buyer, any Group Company, or ATMP, suffers or incurs as a result of or in relation to any of the warranties given in **clause 17.2(a)** being untrue or inaccurate in any way.
- (c) Notwithstanding any provision to the contrary in this agreement, none of the limitations in **clause 10** apply to the warranties given in **clause 17.2(a)** or the indemnity given in **clause 17.2(b)**.

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18 Payments

18.1 Method of payment

- (a) Each payment referred to in this agreement must be made by way of direct transfer of immediately available funds to the credit of one or more bank accounts specified in writing to the payer or in such other manner that the payer(s) and the payee(s) agree in writing at least two Business Days prior to the date of the payment.
- (b) Each Seller agrees that receipt of the funds in accordance with **clause 18.1(a)** will constitute a full discharge of the Buyer's obligations in respect of the payment of the relevant amount due to it and the Buyer will not be obliged to see to or be liable for the ultimate distribution of those funds out of the nominated account(s) into which it makes the payment in accordance with **clause 18.1(a)**.

18.2 Payment directions

A party to whom a payment must be made under this agreement may, by notice in writing to the person who must make the payment, direct them to make all or part of the payment to another person.

18.3 Time for notices

Subject to this agreement, a payment direction under **clause 18.2** must be given to the person who must make the payment a reasonable time before the payment is due.

18.4 Default interest

- (a) If a party (**Payor**) fails to pay any amount payable by it under this agreement at the time when it is due and payable or when such amount has been agreed or finally determined in respect of a Claim, then without limiting any other right or remedy of the party to whom the payment must be made (**Payee**), the Payor must pay to the Payee, on demand, interest on the amount payable in accordance with **clause 18.4(b)**.
- (b) The interest:
 - (i) is calculated for each day at the Base Rate plus a margin of 4% per annum;
 - (ii) accrues daily from the due date for payment, or when a Claim has been agreed or finally determined, until the day immediately before the date of actual payment;
 - (iii) is calculated daily on the basis of a 365 day year; and
 - (iv) compounds monthly.

18.5 Effect of payments

If a payment is made:

- (a) by a Seller or Guarantor to the Buyer in respect of a Claim under this agreement, the payment will be treated as a reduction of the Purchase Price; and
- (b) to a Seller under **clause 11**, or otherwise in repayment of an amount referred to in **clause 18.5(a)**, that payment will be treated as an increase in the Purchase Price.

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18.6 Tax effects

In calculating the Loss suffered or incurred by the Buyer or a Group Company or ATMP arising from or in connection with a breach of the Warranties or under the Tax Indemnity, to the extent it results in a reduction of a Tax payable amount or increases a Tax refundable amount:

- (a) any Tax Benefit, tax credit or reduction received by the Buyer or a Group Company or ATMP as a result of the Loss arising from or in connection with that breach or the indemnity (as applicable) will be taken into account and the liability of the Sellers will be decreased accordingly; and
- (b) to the extent that any payment by a Seller to the Buyer in respect of such a Claim will cause the Buyer or a Group Company or ATMP to incur a Tax liability or suffer a loss of relief under the Tax Law, then the Seller must gross-up the payment by the amount necessary to ensure that the net amount retained by the Buyer after deduction of Tax or increased income tax equals the amount the Buyer would have retained had the Tax not been payable after taking into account any benefits of relief relating to Tax obtained.

19 Restraint

19.1 Definitions

In this **clause 19**:

- (a) **engage in** means to carry on, participate in, provide finance or services, or otherwise be directly or indirectly involved as a shareholder, unitholder, director, consultant, adviser, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee or financier;
- (b) a reference to the **Business** in this **clause 19** is to the business carried on by the Group and, to the extent applicable, ATMP, on the Completion Date;
- (c) **Shareholder** means a person holding any HoldCo Ordinary Shares or other shares in HoldCo, or options, convertible notes, warrants or other securities convertible into shares in HoldCo;
- (d) in respect of a Seller, a **Relevant Individual** means the individual set opposite that Seller's name in **Part 3** of **schedule 1** (Column 1);
- (e) **SnellemanTom** means the group companies that form the multi-disciplinary accounting, tax and financial services practice known as SnellemanTom, which operates from premises located at Level III, Mosaic Offices, 826 Ann Street, Fortitude Valley QLD; and
- (f) **Redchip Lawyers** means the incorporated legal practice called Redchip Lawyers which operates from Level 8, Bank of Queensland Village, 100 Skyring Terrace Newstead QLD.

19.2 Prohibited activities

Each Seller and each Guarantor severally undertakes that it will not (and must procure that its Related Parties and Relevant Individual do not), directly or indirectly:

- (a) engage in a business or an activity that is:

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- (i) the same or similar to the Business or any part or parts of the Business; and
 - (ii) in competition with the Business or any part or parts of the Business;
- (b) solicit, canvass, approach or accept an approach from a person who was at any time during the 12 months prior to the Completion Date, a customer or client of the Group or the Business or ATMP with a view to obtaining their custom in a business that is:
 - (i) the same or similar to the Business or any part or parts of the Business; and
 - (ii) in competition with the Business or any part or parts of the Business;
- (c) do or say anything harmful to the reputation of the Business or the Group or ATMP which may lead a person to stop, curtail or alter the terms of its dealings with the Group or the Business or ATMP;
- (d) interfere with the relationship between the Group or ATMP or the Business and its customers, contractors, employees or suppliers;
- (e) induce or help to induce an employee or officer of the Group or ATMP to leave their employment;
- (f) seek to engage or engage the services of any person who is or becomes an employee or officer of the Group or ATMP;
- (g) after the Seller stops being a Shareholder, use or disclose any Confidential Information or Intellectual Property Rights of any Group Company or ATMP (which for the avoidance of doubt includes any work created or developed by the Seller or by that Seller's Relevant Individual(s) while it or he or they (as applicable) were engaged or employed (in any capacity) by a Group Company or ATMP);
- (h) after the Seller stops being a Shareholder, represent itself, or allow its Relevant Individual(s) to represent themselves, as being in any way connected with or interested in the Group or ATMP, other than in the capacity of a former Shareholder, officer, employee or contractor (as applicable); or
- (i) except in the proper conduct of the Business, use or permit to be used any logo, symbol, trade mark or business name which may be misleading or deceptively similar to, or likely to be confused with, a logo, symbol, trade mark or business name owned or used by the Business or the Group or ATMP.

19.3 Duration of prohibition

The undertakings in **clause 19.2** begin on the Execution Date and end:

- (a) 36 months after the Completion Date;
- (b) 24 months after the Completion Date;
- (c) 12 months after the Completion Date;
- (d) 6 months after the Completion Date.

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19.4 Geographic application of prohibition

The undertakings in this **clause 19.2** apply only if the activity prohibited by **clause 19.2** occurs within:

- (a) each country in which the Business operates;
- (b) Australia;
- (c) each State and Territory of Australia in which the Business operates;
- (d) New South Wales, Queensland and Victoria; and
- (e) New South Wales and Queensland; and
- (f) a circular radius of 50 kilometres of each office location in which the Business operates.

19.5 Interpretation

Clauses 19.2, 19.3 and 19.4 have effect together as if they consisted of separate provisions, each being severable from the other. Each separate provision results from combining each undertaking in **clause 19.2**, with each period in **clause 19.3**, and combining each of those combinations with each area in **clause 19.4**. The parties intend the separate provisions to operate such that the combination involving the restraint applying in respect of the largest geographic area for the longest period of time prevails. However, if any of those separate provisions or combinations are invalid or unenforceable for any reason, the invalidity or unenforceability does not affect the validity or enforceability of any of the other separate provisions or other combinations of the separate provisions of **clauses 19.2, 19.3 and 19.4**.

19.6 Exceptions

This **clause 19** does not restrict a Seller or its Related Parties or Relevant Individual from:

- (a) taking any action or engaging in any business which has Board Approval;
- (b) performing any employment or consultancy agreement with the Group;
- (c) holding 3% or less of the shares of a listed company;
- (d) holding shares or other convertible securities in HoldCo; or
- (e) Kerrigan from continuing to act in his capacity as a Managing Partner of SnellemanTom nor Barnes from continuing to act in his capacity as a Director of Redchip Lawyers (SnellemanTom and Redchip Lawyers each being a **Competitive Business**), provided in each case that:
 - (i) the continued participation of Kerrigan and Barnes in their respective Competitive Business remains consistent with their respective participation and activities as at the date of this agreement; and
 - (ii) they do not take any actions or steps designed or intended to detrimentally affect the Business in a material way; and
 - (iii) neither Kerrigan nor Barnes:
 - (A) directly nor indirectly induces nor seeks to induce their respective Competitive Business to develop, offer or promote a platform, offering or similar aggregation of

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products and services in a manner which is the same as or similar to the Business' offering of products and services or any part of it; nor

- (B) directly solicits, canvasses, approaches or accepts an approach from a person who was at any time during the 24 months prior to the relevant time (from time to time) a customer or client of the Group or the Business with a view to obtaining their custom in their respective Competitive Business for services which are the same as or substantially similar to those provided by the Group or the Business to that customer or client, or cause their respective Competitive Business to do any of the foregoing,

and for clarity the undertakings given in **clauses 19.2(b) to 19.2(i)** (inclusive) are unaffected by this clause.

19.7 Acknowledgments

Each Seller and each Guarantor acknowledges that:

- (a) all the covenants given in this **clause 19** are material to the decision of the other parties to enter into this agreement;
- (b) all the prohibitions and restrictions in this **clause 19** are reasonable in the circumstances and necessary to protect the business, financial and proprietary interests and goodwill of the Business and the value of the Sale Shares and are given in consideration of the benefits to be derived by the parties pursuant to this agreement;
- (c) damages are not an adequate remedy if a Seller or Guarantor breaches this **clause 19**; and
- (d) the Buyer may apply for injunctive relief if:
 - (i) a Seller or Guarantor breaches or threatens to breach this **clause 19**; or
 - (ii) the Buyer reasonably believes a Seller or Guarantor is likely to breach this **clause 19**.

19.8 Conflict

The undertakings in this **clause 19** are in addition to, and not in lieu of, any similar undertakings by the relevant Seller or Guarantor, whether under applicable law or any agreement or arrangement to which the relevant Seller or Guarantor is, or may in the future become, a party. In the event of any conflict between the provisions of any such agreements or applicable law, all such agreements and laws must be construed in such a manner as to be as consistent as possible and enforceable to the fullest extent.

20 Guarantee

20.1 Guarantee and indemnity

Each Guarantor unconditionally and irrevocably:

- (a) guarantees to the Buyer the due and punctual performance and observance by the Relevant Seller of the obligations contained in or

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implied under this agreement that must be performed and observed by the Relevant Seller (**Guaranteed Obligations**); and

- (b) indemnifies the Buyer against any Loss suffered or incurred by the Buyer in relation to:
- (i) any Guaranteed Obligation (or provision which would be or become a Guaranteed Obligation if enforceable, valid and not illegal) being or becoming unenforceable, invalid or illegal;
 - (ii) the Relevant Seller failing, or being unable, to pay any amount or to perform any of its Guaranteed Obligations in accordance with this agreement; or
 - (iii) any amount that the Relevant Seller is required to pay in respect of its Guaranteed Obligations under this agreement not being recoverable from the Relevant Seller,

in each case, for any reason and whether or not the Buyer knew or ought to have known about those matters.

20.2 Non-payment or non-performance

If the Relevant Seller does not:

- (a) pay any amount it is obliged to pay under the Guaranteed Obligations in accordance with this agreement, the relevant Guarantor must pay that amount on demand as if it was the Relevant Seller; or
- (b) perform any of the other Guaranteed Obligations under this agreement, the relevant Guarantor must perform, or procure the performance of, those obligations (on demand by the Buyer) in accordance with this agreement.

20.3 Demands

A demand under this **clause 20** may be made at any time and from time to time. A demand need only specify the obligation to be fulfilled.

20.4 Immediate recourse

Each Guarantor waives any right it may have to require the Buyer to proceed against, or enforce any other rights or claim payment from, any other person before claiming from the relevant Guarantor under this **clause 20**.

20.5 Continuing obligations

The guarantee in this **clause 20**:

- (a) extends to the present and future balance of all the money payable by the Relevant Seller in connection with this agreement;
- (b) is not wholly or partially discharged by the payment of any amount payable by the Relevant Seller under this agreement; and
- (c) continues until all obligations of the Relevant Seller under this agreement have been completely fulfilled.

20.6 Extent of guarantee and indemnity

This **clause 20** applies and the obligations of the relevant Guarantor are not reduced or discharged by (whether or not the Buyer or the Relevant Seller is aware of it or consents to it and despite any legal rule to the contrary):

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- (a) any transaction or agreement, or amendment, novation or assignment of this agreement, whether with or without the relevant Guarantor's knowledge or consent;
- (b) a rule of law or equity to the contrary;
- (c) an insolvency event affecting a person or the death of a person;
- (d) a change in the constitution, membership, or partnership of a person;
- (e) the partial performance of the Guaranteed Obligations;
- (f) any judgment or order being obtained or made against, or the conduct of any proceedings by, the Relevant Seller or another person;
- (g) one or more of the Guaranteed Obligations, this agreement or any provision of this agreement being void, voidable, unenforceable (whether by reason of a legal limitation, disability or incapacity on the part of the Relevant Seller and whether this agreement is void ab initio or is subsequently avoided), defective, released, waived, novated, enforced or impossible or illegal to perform;
- (h) any amount that the Relevant Seller is required to pay under this agreement not being recoverable;
- (i) the exercise or non-exercise of any right, power, discretion or remedy of the Buyer;
- (j) any set-off, combination of accounts or counterclaim;
- (k) any default, misrepresentation, negligence, breach of contract, misconduct, acquiescence, delay, waiver, mistake, failure to give notice or other action or inaction of any kind (whether or not prejudicial to the Relevant Seller) by a party to this agreement or any other person;
- (l) the Buyer granting any time or other indulgence or concession to, compounding or compromising with, or wholly or partially releasing the Relevant Seller or the relevant Guarantor of an obligation; or
- (m) another thing happening that might otherwise release, discharge or affect the obligations of the relevant Guarantor under this agreement.

20.7 Principal and independent obligation

The obligations of the relevant Guarantor under this **clause 20** are a principal obligation and not to be treated as ancillary, collateral or limited by reference to another right or obligation.

20.8 Deferral of certain rights

Until all Guaranteed Obligations have been performed, the relevant Guarantor may not (either directly or indirectly) without the Buyer's prior written consent:

- (a) claim, exercise or attempt to exercise a right of set-off, counterclaim or any other right or raise any defence against the Relevant Seller which might reduce or discharge the relevant Guarantor's liability under this **clause 20**;
- (b) claim or exercise a right of subrogation or contribution or otherwise claim the benefit of a security or guarantee, irrespective of whether or not that security or guarantee:
 - (i) relates to the Guaranteed Obligations;

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- (ii) is given by the relevant Guarantor; or
 - (iii) is in favour or for the benefit of the Buyer,
- and any money a Guarantor receives in breach of this **clause 20.8(b)** must be paid promptly to the Buyer; or
- (c) unless the Buyer has given a direction to do so (in which case the Guarantor must do so in accordance with the direction as trustee for the Buyer):
 - (d) prove, claim or exercise voting rights in the Relevant Seller's liquidation, or otherwise claim or receive the benefit of any distribution, dividend or payment arising out of the Relevant Seller's liquidation on any account; or
 - (e) demand, or accept payment of, any money owed to the Guarantor by the Relevant Seller,

and any such money it receives must be paid promptly to the Buyer.

20.9 Prove in liquidation

Each Guarantor irrevocably authorises the Buyer to prove in the liquidation or other relevant insolvency event affecting the Relevant Seller for all money that the Guarantor can claim against the Relevant Seller on any account. The Buyer need only account to the relevant Guarantor for distributions it receives in excess of any Guaranteed Obligations, without interest.

20.10 Enforcement against Guarantor

The Buyer may enforce this **clause 20** against the Guarantors without first having to resort to another guarantee or security interest or other agreement relating to the Guaranteed Obligations.

21 Confidentiality

21.1 Confidentiality

- (a) Subject to this **clause 21.1**, each party (**recipient**) must keep secret and confidential, and must not divulge or disclose:
 - (i) any information relating to another party or its business which is disclosed to the recipient by the other party, its representatives or advisers;
 - (ii) the negotiations of the parties in relation to this agreement; or
 - (iii) the subject matter or terms of this agreement.
- (b) From Completion, the Buyer, each Group Company and ATMP may use and disclose Confidential Information which relates to the Business or the Assets or which is owned by a Group Company or ATMP.
- (c) The Buyer may make disclosures to Pemba Capital Partners Pty Ltd (ACN 121 906 045) or any manager, adviser, trustee, custodian, nominee, partner (general, limited or otherwise), investor or prospective investor of or in that partnership, trust, fund or other entity, or investors or prospective investors of other funds managed or advised by Pemba Capital Partners Pty Ltd (ACN 121 906 045) or any of their Related Bodies Corporate, but only on a confidential basis.

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- (d) A recipient may disclose or use (as applicable) any information:
 - (i) to its ultimate shareholder;
 - (ii) to a person whose consent is needed in connection with this agreement if the party seeking consent uses reasonable endeavours to get the consenting person to agree to keep the information confidential (and then only to the extent that the consenting person needs to know the information in order to decide whether to consent);
 - (iii) with the consent of the party who disclosed the information to it;
 - (iv) if this agreement expressly requires a party to disclose information;
 - (v) if the information is in the public domain as at the Execution Date (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the recipient);
 - (vi) if the disclosure is made by the recipient to its officers, employees, financiers or lawyers, accountants, investment bankers, consultants or other professional advisers to the extent necessary to enable the recipient to properly perform its obligations under this agreement or to conduct its business generally, in which case the recipient must ensure that such persons keep the information secret and confidential and do not divulge or disclose the information to any other person; or
 - (vii) if the disclosure is required for use in legal proceedings regarding this agreement.
- (e) A party disclosing under **clause 21.1(d)** must, as far as practical, consult with each other party beforehand as to the content and timing of the disclosure.
- (f) Each recipient which is a body corporate must ensure that its directors, officers, employees, agents, representatives and Related Bodies Corporate comply in all respects with the recipient's obligations under this **clause 20**.

21.2 Announcements

A party may not make any public announcement relating to this agreement (including the fact that the parties have executed this agreement) unless the other party has consented to the announcement, including the form and content of that disclosure, or unless the announcement would be permitted under **clause 21.1**.

22 Termination

22.1 Termination by the Sellers

The Sellers (acting jointly) may terminate this agreement by written notice to the Buyer at any time before Completion if the Buyer:

- (a) fails to Complete on the Completion Date and the Sellers have provided the Buyer with at least 30 days to remedy the relevant breach that prevented Completion from occurring, other than where such failure to Complete is solely due to the Sellers' default; or

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- (b) becomes subject to an Insolvency Event.

22.2 Termination by the Buyer

The Buyer may terminate this agreement by written notice to the Sellers at any time before Completion if:

- (a) the Sellers fail to Complete on the Completion Date and the Buyer has provided the Sellers with at least 10 days to remedy the relevant breach that prevented Completion from occurring, other than where such failure to Complete is solely due to the Buyer's default; or
- (b) a Seller, any Guarantor, any Group Company or ATMP becomes subject to an Insolvency Event.

22.3 Termination by the Buyer or Sellers

The Buyer may terminate this agreement as permitted by **clause 2.5**.

22.4 Effect of termination

If this agreement is terminated before Completion:

- (a) the parties are released from their obligations to further perform this agreement other than their obligations under **clauses 1 (Definitions), 20 (Confidentiality), 22 (Termination), 23 (Notices), 24 (GST) and 25 (General)**; and
- (b) each party retains the rights it has against any other party in respect of any past breach.

23 Notices

23.1 General

A notice, Demand, certification, process or other communication relating to this agreement must be in writing in English and may be given by an agent of the sender (including its lawyers).

23.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) subject to **clause 23.7**, sent to the party's current email address for notices.

23.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices are initially:

Each Seller

Refer to notice details in **Part 1** or **Part 2** (as applicable) of **schedule 1** (Column 5).

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Each Guarantor

Refer to notice details in **Part 3 of schedule 1** (Column 3).

ATMP

Refer to notice details in **Part 5 of schedule 1** (Column 6).

Buyer

Delivery address: Pemba Capital Partners, Gateway, Suite 4502,
Level 45/1 Macquarie PI, Sydney NSW 2000

Postal address: Pemba Capital Partners, Gateway, Suite 4502,
Level 45/1 Macquarie PI, Sydney NSW 2000

Email: TomM@pemba.com.au,
VladV@pemba.com.au,
TomS@pemba.com.au
markb@pemba.com.au

Attention: Tom Matthews, Vlad Vukic, Tom Simpson, Mark
Bryan

Copy to: Ricky Casali, ricky.casali@corrs.com.au

HoldCo

Delivery address: Pemba Capital Partners, Gateway, Suite 4502,
Level 45/1 Macquarie PI, Sydney NSW 2000

Postal address: Pemba Capital Partners, Gateway, Suite 4502,
Level 45/1 Macquarie PI, Sydney NSW 2000

Email: TomM@pemba.com.au,
VladV@pemba.com.au,
TomS@pemba.com.au
markb@pemba.com.au

Attention: Tom Matthews, Vlad Vukic, Tom Simpson, Mark
Bryan

Copy to: Ricky Casali, ricky.casali@corrs.com.au

- (b) Each party may change its particulars for delivery of notices by notice to each other party.

23.4 Communications by post

Subject to **clause 23.6**, a communication is given if posted:

- (a) within Australia to an Australian postal address, three Business Days after posting; or
- (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.

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23.5 Communications by email

Subject to **clause 23.6**, a communication is given if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee.

23.6 After hours communications

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

23.7 Process service

Any process or other document relating to litigation, administrative or arbitral Proceedings relating to this agreement may be served by any method contemplated by this **clause 23**, other than by email under **clause 23.5**, or in accordance with any applicable Law.

24 GST

24.1 Construction

In this **clause 24**, words and expressions which are not defined in this agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

24.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.

24.3 Payment of GST

If GST is payable on any supply made by a party (or any entity through which that party acts) (**Supplier**) under or in connection with this agreement, the recipient must pay to the Supplier an amount equal to the GST payable (including GST payable by the representative member for a GST Group of which the Supplier is a member) on the supply.

24.4 Timing of GST payment

The recipient must pay the amount referred to in **clause 24.3** in addition to and at the same time that the consideration for the supply is to be provided under this agreement.

24.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to payment of an amount under **clause 24.3**. The recipient may withhold payment of the amount until the Supplier provides a tax invoice or an adjustment note, as appropriate.

24.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a Supplier under this agreement, the amount payable by the recipient under **clause 24.3** must be recalculated to reflect the adjustment event and a payment must be

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made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

24.7 Reimbursements

Where a party is required under this agreement to pay or reimburse an expense, Loss, liability or outgoing of another party, the amount to be paid or reimbursed by the first party is the sum of:

- (a) the amount of the expense, Loss, liability or outgoing less any input tax credits in respect of the expense or outgoing to which the other party (including the representative member for a GST Group of which the party is a member) is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

24.8 No merger

This **clause 24** does not merge on the completion, rescission or other termination of this agreement or on the transfer of any property supplied under this agreement.

25 General

25.1 Duty

The parties agree that the Buyer, as between the parties, is liable for and must pay all Duty in relation to the sale and purchase of the Sale Shares under this agreement.

25.2 Transaction Costs

- (a) Subject to **clause 25.2(b)** and except as expressly stated otherwise in this agreement or any other Transaction Document, each party must pay its own Transaction Costs and all other costs and expenses incurred in negotiating, preparing, executing and performing its obligations under the Transaction Documents.
- (b) The Buyer will pay the Transaction Costs of the Pemba Investors up to a maximum aggregate amount of \$1,003,421 (inclusive of GST).

25.3 Amendment

This agreement may only be varied or replaced by a document executed by the parties.

25.4 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any Loss of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

25.5 Rights cumulative

Except as expressly stated otherwise in this agreement, the rights of a party under this agreement are cumulative and are in addition to any other rights of that party.

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25.6 Consents

Except as expressly stated otherwise in this agreement, a party may conditionally or unconditionally give or withhold any consent to be given under this agreement and is not obliged to give its reasons for doing so.

25.7 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this agreement and to perform its obligations under it.

25.8 Governing law and jurisdiction

- (a) This agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any Proceedings being brought in those courts.

25.9 Assignment

- (a) The Buyer and HoldCo may assign the benefit of or grant any Encumbrance over any of its rights under this agreement to any actual or prospective debt financier (**Financier**) or any person or persons as trustee or agent for or on behalf of any Financier in respect of facilities made available to the Buyer or its Related Bodies Corporate for the purposes of the financing of the Buyer (whether directly or indirectly), and any such Financier, trustee or agent or any person appointed to enforce any such security may also, in the event of enforcement of such security, assign the benefit of or grant any Encumbrance over the Buyer's and HoldCo's rights hereunder to any third party for the purpose of or in connection with such enforcement.
- (b) The Buyer or HoldCo (as applicable) must notify the Sellers in writing of any assignment under **clause 25.9(a)**.
- (c) Subject to clauses **25.9(a)**, a party may only assign this agreement or a right under this agreement with the prior written consent of each of (a) the Buyer and (b) each Seller.

25.10 Liabilities of the Sellers

Unless otherwise specifically provided in this agreement:

- (a) where an obligation or liability arising under or in connection with this agreement is expressed to be an obligation of all the Sellers, then that obligation or liability is imposed severally on each of the Sellers in their Respective Proportions and subject to the limitations in **clause 10** (to the extent applicable) and **clause 16.3(b)**; and
- (b) where an obligation or liability arising under or in connection with this agreement is expressed to be an obligation of a particular Seller (including in relation to the Title and Capacity Warranties or **clauses 19** or **20**), then that obligation or liability is imposed only on that Seller and not on any other Seller and, subject to the limitations in **clause 10** (to the extent applicable) and **clause 16.3(b)** (to the extent applicable), that Seller is liable for all Loss arising from breach of that obligation or from that liability.

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25.11 Counterparts and Electronic Execution

This agreement may be executed in counterparts, which taken together constitute one and the same document, and any party (including any authorised representative of a party) may enter into this agreement by executing a counterpart. This agreement takes effect when the separately executed documents are exchanged between the parties. Without limiting the foregoing, if any of the signatures on behalf of one party are on different counterparts or copies of this agreement, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this agreement. A party who has executed a counterpart of this agreement may exchange it with another party by emailing a pdf (portable document format) copy of, the executed counterpart to that other party. A party may electronically sign an electronic copy of this agreement (via DocuSign or similar applications or by affixing an electronic copy of any relevant signature) and bind itself accordingly. This will satisfy all other requirements for this agreement to be in writing and signed by that party. The parties intend that any electronic copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed counterpart.

25.12 Effect of execution

This agreement is not binding on any party unless it or a counterpart has been duly executed by each person named as a party to this agreement.

25.13 Entire understanding

- (a) This agreement, and each of the other Transaction Documents, together contain the entire understanding between the parties as to the subject matter of this agreement and the other Transaction Documents.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this agreement are merged in and superseded by this agreement and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this agreement; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

25.14 Relationship of parties

This agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

25.15 Withholding

- (a) All payments to be made under this agreement must be made free and clear of all deductions or withholdings unless the deduction or withholding is required by Law.
- (b) If any deduction or withholding is required by Law to be made from a sum payable by any person under this agreement, then, to the extent permitted by Law, the relevant payer must pay to the payee such additional amount as is required to ensure that the amount received by the payee will equal the full amount which would have been received by it had no such deduction or withholding been required to be made.

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25.16 Continuing rights and obligations

All rights and obligations of a party which have not been exercised or performed at Completion are not extinguished or affected by Completion, unless those rights or obligations are specifically waived or released in writing by a document signed by all parties.

25.17 Construction

Unless expressed to the contrary, in this agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) **'includes'** means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) time is to local time in Sydney;
 - (vii) **'\$'** or **'dollars'** is a reference to Australian currency;
 - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (ix) writing includes:
 - (A) any mode of representing or reproducing words in tangible and permanently visible form; and
 - (B) words created or stored in any electronic medium and retrievable in perceivable form;
 - (x) this agreement includes all schedules and annexures to it;
 - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this agreement; and

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- (g) if the date on or by which any act must be done under this agreement is not a Business Day, the act must be done on or by the next Business Day;
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded; and
- (i) an obligation to use reasonable endeavours does not require a party to incur a substantial commercial detriment or payment obligation.

25.18 Headings

Headings do not affect the interpretation of this agreement.

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Schedule 1

The Sellers, Guarantors, Acis Group Companies, ATMP and Reviewa

Part 1 – The Acis Sellers

The Acis Sellers, the Acis Sale Shares and Respective Proportions				
Column 1: Seller	Column 2: Acis Sale Shares	Column 3: Respective Proportion	Column 4: Consideration Shares	Column 5: Notice details of Acis Seller
1 Echelon Superannuation Pty Ltd ACN 600 829 981 as trustee for the Echelon Superannuation Fund	16	10.53%	2,997,631	Postal Address: Locked Bag 1, Fortitude Valley, BC, 4006 Email: matt@acis.net.au Attention: Matthew James Neibling
2 Echelon Pty Ltd ACN 097 166 197 as trustee for The Echelon Trust	60	39.47%	11,236,133	Postal Address: Locked Bag 1, Fortitude Valley, BC, 4006 Email: matt@acis.net.au Attention: Matthew James Neibling

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Part 2 – The ATMP Sellers

The ATMP Sellers, the ATMP Sale Shares and Respective Proportions				
Column 1: Seller	Column 2: ATMP Sale Shares	Column 3: Respective Proportion	Column 4: Consideration Shares	Column 5: Notice details of ATMP Seller
1 Astral Weeks Pty Ltd ACN 051 272 612 as trustee for the Astral Weeks Trust	140	8.75%	2,490,909	Postal Address: Locked Bag 2, Fortitude Valley, BC, 4006 Email: gavinb@redchip.com.au Attention: Gavin Barnes
2 Veedon Fleece Pty Ltd ACN 600 029 614 as trustee for the Veedon Fleece Superannuation Fund	60	3.75%	1,067,532	Postal Address: Locked Bag 2, Fortitude Valley, BC, 4006 Email: gavinb@redchip.com.au Attention: Gavin Barnes
3 Raceteak Pty Ltd ACN 010 770 920 as trustee for the Ingram Superannuation Fund	200	12.5%	3,558,441	Postal Address: C/o Redchip – locked bag 2 Fortitude Valley, 4006 Email: davidingram666@bigpond.com Attention: David Ingram
4 FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan #1 Family Trust	220	13.75%	3,914,285	Postal Address: PO Box 360, Fortitude Valley, QLD 4006 Email: m.kerrigan@snellemantom.com.au Attention: Martin Kerrigan

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The ATMP Sellers, the ATMP Sale Shares and Respective Proportions					
Column 1: Seller	Column 2: ATMP Sale Shares	Column 3: Respective Proportion	Column 4: Consideration Shares	Column 5: Notice details of ATMP Seller	
5	FFTB Pty Ltd ACN 057 658 401 as trustee for Kerrigan Superannuation Fund	180	11.25%	3,202,597	Postal Address: PO Box 360, Fortitude Valley, QLD 4006 <hr/> Email: m.kerrigan@snellemantom.com.au <hr/> Attention: Martin Kerrigan

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Part 3 – The Guarantors

The Guarantors		
Column 1: Guarantor	Column 2: Relevant Seller(s)	Column 3: Notice details of Guarantor
1 Matthew James Neibling	Echelon Superannuation Pty Ltd ACN 600 829 981 as trustee for the Echelon Superannuation Fund; and Echelon Pty Ltd ACN 097 166 197 as trustee for The Echelon Trust	Postal Address: Locked Bag 1, Fortitude Valley, BC, 4006 Email: matt@acis.net.au
2 Martin Joseph Kerrigan	FFTB Pty Ltd ACN 057 658 410 as trustee for Kerrigan #1 Family Trust FFTB Pty Ltd ACN 057 658 410 as trustee for Kerrigan Superannuation Fund	Postal Address: PO Box 360, Fortitude Valley, QLD 4006 Email: m.kerrigan@snellemantom.com.au
3 Gavin James Barnes	Astral Weeks Pty Ltd ACN 051 272 612 as trustee for the Astral Weeks Trust; and Veedon Fleece Pty Ltd ACN 600 029 614 as trustee for the Veedon Fleece Superannuation Trust	Postal Address: Locked Bag 2, Fortitude Valley, BC, 4006 Email: gavinb@redchip.com.au

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The Guarantors		
Column 1: Guarantor	Column 2: Relevant Seller(s)	Column 3: Notice details of Guarantor
4 David Ingram	Raceteak Pty Ltd ACN 010 770 920 as trustee for the Ingram Superannuation Fund	Postal Address: C/o Redchip – locked bag 2 Fortitude Valley, 4006 Email: davidingram666@bigpond.com

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Part 4 – The Group Companies

Company				
Name	Address	Name of shareholders	Issued securities	Place of incorporation
Acis Holdings Pty Ltd ACN 131 890 250	Level 8 / 100 Skyring Terrace Newstead QLD 4006	<ul style="list-style-type: none"> Echelon Superannuation Pty Ltd as trustee for Echelon Superannuation Fund All Things Must Pass Pty Ltd Echelon Pty Ltd as trustee for The Echelon Trust 	152 ordinary shares	Queensland

Subsidiaries				
Name	Address	Name of shareholder	Issued securities	Place of incorporation
Acis Services Pty Ltd ACN 069 187 140	Level 8 / 100 Skyring Terrace Newstead QLD 4006	Acis Holdings Pty Ltd ACN 131 890 250	2 ordinary shares 1 Class C share 1 Class D share 2 Class F shares	Queensland
SuperDepot Pty Ltd ACN 122 036 248	Level 8 / 100 Skyring Terrace Newstead QLD 4006	Acis Services Pty Ltd ACN 069 187 140	1 ordinary share	Queensland

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Subsidiaries				
Name	Address	Name of shareholder	Issued securities	Place of incorporation
Acis Legal Pty Ltd ACN 634 098 543	Level 8 / 100 Skyring Terrace Newstead QLD 4006	Acis Holdings Pty Ltd ACN 131 890 250	1 ordinary share	Queensland
Australian Company Incorporation Services Pty Ltd ACN 131 906 851	Level 8 / 100 Skyring Terrace Newstead QLD 4006	Acis Holdings Pty Ltd ACN 131 890 250	1 ordinary share	Queensland
Acis Nominees Pty Ltd ACN 146 588 767	Level 8 / 100 Skyring Terrace Newstead QLD 4006	Acis Holdings Pty Ltd ACN 131 890 250	1 ordinary share	Queensland
CST Documents Pty Ltd ACN 096 444 478	Level 8 / 100 Skyring Terrace Newstead QLD 4006	Acis Holdings Pty Ltd	800 ordinary shares	Victoria

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Part 5 – ATMP

ATMP					
Column 1: Name	Column 2: Address	Column 3: Name of shareholders	Column 4: Issued securities	Column 5: Place of incorporation	Column 6: Notice details
All Things Must Pass Pty Ltd ACN 165 606 333	'Mosaic Offices' Level 3, 826 Ann Street Fortitude Valley QLD 4006	<ul style="list-style-type: none"> Astral Weeks Pty Ltd as trustee for Astral Weeks Trust Veedon Fleece Pty Ltd as trustee for Veedon Fleece Superannuation Fund Raceteak Pty Ltd as trustee for Ingram Superannuation Fund FFTB Pty Ltd as trustee for Kerrigan No 1 Family Trust and Kerrigan Superannuation Fund 	800 ordinary shares	Queensland	Postal Address: Locked Bag 2, Fortitude Valley, BC, 4006 <hr/> Email: gavinb@redchip.com.au <hr/> Attention: Gavin Barnes

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Part 6 – Reviewa

Reviewa				
Name	Address	Name of shareholder	Issued securities	Place of incorporation
Reviewa Pty Ltd ACN 636 118 217	Unit 9 / 73-75 Albatross Avenue Mermaid Beach QLD 4218	David Ingram as trustee for Acis Holdings Pty Ltd	60 ordinary shares	Queensland

Schedule 2

Completion Accounts

1 Preparation of Completion Accounts

Promptly after Completion and, in any event, within 30 Business Days after the Completion Date, the Buyer must prepare or procure the preparation of the Completion Accounts in accordance with this **schedule 2**.

2 Basis of preparation of Completion Accounts

2.1 General

- (a) The Completion Accounts must be prepared on a going concern basis.
- (b) The Completion Accounts will be drawn up as at the Effective Time. No account will be taken of any events taking place after the Effective Time and regard will only be had to information available to the parties up to the date that the Completion Accounts is delivered by the Buyer to the Sellers.
- (c) The Completion Accounts will be prepared as if Completion were occurring at a month-end, so that in the event that the Effective Time is not a month-end date, amounts to be included in the Completion Accounts in relation to month end adjustments for the balances included in Completion Working Capital will be pro-rated as required for the period between the month-end date immediately prior to the date of Completion and the Effective Time.
- (d) For the purposes of the Completion Accounts, the Effective Time will be treated as the end of a Tax accounting period. Any unpaid income tax of the Group or ATMP which is referable to any period up to and including the Effective Time but which is not due for payment by the Group or ATMP, as applicable, until after the Effective Time will be provided for in determining the amount of Completion Net Debt at the Effective Time. For these purposes, the unpaid income tax will not be reduced on account of any franking deficit tax offset to which the Group is or will become entitled.
- (e) The provisions of this **schedule 2** will be interpreted so as to avoid double counting (whether positive or negative) of any items to be included in the Completion Accounts.
- (f) No minimum materiality will be applied in the preparation and review of the Completion Accounts.

2.2 Accounting principles and policies

The Completion Accounts must be prepared in accordance with, in order of precedence:

- (a) the Specific Accounting Policies set out in **schedule 4**;
- (b) to the extent that the treatment of any item is not dealt with in the principles and policies referred to in paragraph **2.2(a)** of this **schedule 2**,

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the principles, practices and policies used in the preparation of the Accounts; and

- (c) to the extent that the treatment of any item is not dealt with in the principles and policies referred to in paragraphs **2.2(a)** or **2.2(b)** of this **schedule 2**, the Accounting Standards in force at Completion,

as applicable to the Group.

2.3 Format of Completion Accounts

The Completion Accounts will be extracted from a consolidated balance sheet of the Group and ATMP prepared as at the Effective Time in the form prescribed in **schedule 3 (Reference Completion Accounts)** and must specify:

- (a) the Completion Working Capital Amount;
- (b) the Completion Net Debt Amount; and
- (c) the Adjustment Amount,

and include supporting information reasonably necessary to enable the Sellers to understand and review them.

2.4 Account categories

Except where prescribed by this **schedule 2**, including in **paragraph 2.5**, of **schedule 2**, the Completion Accounts are to include only those account categories specifically referred to in the Reference Completion Accounts.

2.5 Completion Net Debt

For the purposes of this **schedule 2** and **schedule 3**, in respect of the line items relating to Completion Net Debt:

- (a) **(Completion Cash)** means, as at the Effective Time, the aggregate of, in relation to the Group and ATMP, together:
 - (i) Cash; *less*
 - (ii) Captured Cash.
- (b) **(Debt)** means, without double counting, the aggregate of all financial indebtedness (including accrued but unpaid interest calculated on a daily basis), and any accrued charges, fees or costs (including break costs incurred and payable by any Group Company or ATMP as at the Effective Time) on that financial indebtedness, owed by any Group Company or ATMP as at the Effective Time, and includes:
 - (i) all Third Party Debt;
 - (ii) all interest and non-interest bearing loans or other financing liabilities or obligations, including overdraft facilities, credit card facilities, invoice discounting facilities, convertible loan notes and any other liabilities in the nature of borrowed money (whether secured or unsecured);
 - (iii) all break costs, prepayment or redemption premiums or penalties and comparable fees and costs incurred and payable by the Group or ATMP in relation to repaying the Debt;
 - (iv) all reimbursement or payment obligations with respect to letters of credit, bills, bonds, notes, debentures or loan stock and other similar instruments;

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- (v) any Related Party Debt;
- (vi) income Tax that is payable but unpaid by the Group or ATMP in respect of the period up to and including the Completion Date, calculated on the basis that the Completion Date is the end of an income Tax period;
- (vii) any Transaction Costs to the extent unpaid as at Completion and which are payable by (or to be paid by) a Group Company or ATMP;
- (viii) 100% of any transaction bonuses payable to any Employee in connection with the transaction contemplated by this agreement, including pursuant to the Acis Equity Participation Scheme and including the sum payable to Michael Nielsen, and including any associated Tax arising to a Group Company or ATMP as a result of paying the transaction bonuses;
- (ix) \$50,666, being a good faith estimate of the bonuses (other than transaction bonuses) that will have been incurred in the financial year up to the Completion Date for Emily Pritchard and Michael Nielsen in aggregate, in accordance with the bonus schemes more particularly described in item 3 of the Disclosure Letter;
- (x) all obligations evidenced by notes, bonds or similar instruments whether convertible or not, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses;
- (xi) the amount required to pay out all finance leases (excluding operating leases), with the basis of classification as a finance or operating lease determined before the application of AASB 16, to the extent not offset by corresponding prepayments;
- (xii) lines of credit in respect of capital equipment, and any capital commitments;
- (xiii) deposits received from any customer of any Group Company or ATMP which are not in the ordinary course of business;
- (xiv) any obligations in respect of dividends or other distributions that have been declared by any Group Company or ATMP, but which remain unpaid as at Completion (including, to the extent unpaid, the Special Dividend and the dividend contemplated in **clause 4.4(d)**);
- (xv) any obligations in respect of a capital return which has been approved by any Group Company or ATMP, but in respect of which the capital has not yet been returned as at Completion (including, to the extent unpaid, the capital return contemplated in **clause 5.2(c)**);
- (xvi) insurance premium funding loans or equivalent arrangements;
- (xvii) 75% of any provision for Excessive Annual Leave and Vested Long Service Leave calculated in accordance with **schedule 4**;
- (xviii) bank bills or debentures or other similar debt or debt like items as per generally accepted accounting principles;

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- (xix) all obligations of the Group Companies or ATMP which are subject to enforcement action by the secured party pursuant to an Encumbrance that has been perfected or a non-appealable judgment;
- (xx) the amount of all earned but unpaid bonuses attributable to the period before Completion which are due and payable, but unpaid, by the Group Companies or ATMP to any (current or former) Employee or to any (current or former) consultant of a Group Company or ATMP;
- (xxi) any unpaid premiums or other costs payable in respect of the Run Off Policies;
- (xxii) any items of similar substance or form to any items listed in **paragraphs (i) to (xxi)** (inclusive) above or any other items defined as debt under generally accepted accounting principles, together with all interest, fees and penalties accrued thereon prior to the Effective Time, and any prepayment premiums or penalties payable in order to retire or extinguish any debt at its redemption value, but excluding:
 - (xxiii) debt related to property leases as per AASB 16; and
 - (xxiv) bank guarantees which support the Leased Property.

3 Delivery

Promptly, and in any event within ten Business Days, after the Completion Accounts are prepared, the Buyers must give the Completion Accounts to the Sellers.

4 Access to records and working papers

Following Completion and until the Adjustment Determination Date, the Buyer must give all access reasonably requested by the Sellers to the working papers to enable the Sellers to review the Completion Accounts.

5 Acceptance of Completion Accounts

5.1 Notice of Dispute

If the Sellers (acting jointly) dispute that the Completion Accounts have been prepared in accordance with this agreement, the Sellers (acting jointly) may, at any time within 20 Business Days (**Review Period**) after receipt of the Completion Accounts, give written notice of such dispute (**Dispute Notice**) to the Buyer setting out details of the dispute including:

- (a) the items in the Completion Accounts in dispute (**Disputed Matters**);
- (b) as far as possible, the amount in dispute; and
- (c) as far as possible, the adjustments or amendments to the Completion Accounts which they are seeking.

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5.2 Dispute resolution

If the Sellers (acting jointly) provide a Dispute Notice and the parties cannot resolve the Disputed Matters within 20 Business Days, then subject to **paragraph 5.3 of schedule 2**, the provisions of **schedule 5** apply in respect of the Disputed Matters.

5.3 Parties may agree at any time

If a Dispute Notice is given and the Buyer, and Sellers (acting jointly), at any time agree in writing to adjustments to the Completion Accounts, the Completion Accounts are deemed to be amended accordingly and will be final in relation to the matters contained in the Dispute Notice.

5.4 Deemed acceptance

If the Sellers (acting jointly) do not give a Dispute Notice within the Review Period specified in **schedule 2 (5.1)**, the Sellers will be deemed to have accepted the Completion Accounts.

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Schedule 3

Reference Completion Accounts

Part 1 – Completion Accounts

A\$	Amount
Working Capital	
Completion Working Capital	[#]
Less: Estimated Working Capital	[#]
Net Debt	
Plus: Completion Net Debt	[#]
Less: Estimated Net Debt	[#]
Adjustment Amount	[#]

Note: All asset balances are recorded as positive integers and all liability balances are recorded as negative integers.

If the Adjustment Amount is positive, the Adjustment Amount is to be treated as an increase to the Purchase Price and is payable by the Buyer to the Sellers.

If the Adjustment Amount is negative, the Adjustment Amount is to be treated as a reduction to the Purchase Price and is payable by the Sellers to the Buyer.

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Part 2 – Reference Balance Sheet

The Estimated Working Capital Amount and Completion Working Capital must be calculated with reference to the following general ledger account codes for the Group and ATP categorised as Working Capital, and also in accordance with the Specific Accounting Principles for preparation of the Completion Accounts set out in **schedule 4**.

Similarly, the Estimated Net Debt and Completion Net Debt must be calculated with reference to the following general ledger account codes for the Group and ATP categorised as Net Debt, and also in accordance with the Specific Accounting Principles for preparation of the Completion Accounts set out in **schedule 4**.

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Account Name	Sub-Category	Category
Cash on Hand	Cash	Net Debt
Petty Cash	Cash	Net Debt
Cash at Bank	Cash	Net Debt
Trade Debtors	Trade and other receivables	Working Capital
Less: Provision for Doubtful Debts	Trade and other receivables	Working Capital
Sundry Debtors - Related Parties	Trade and other receivables	Working Capital
General Suspense	Trade and other receivables	Working Capital
Loan - All Things Must Pass Pty Ltd	Debt	Net Debt
Loan - Echelon Trust	Debt	Net Debt
Loan Westpac purchase CST	Debt	Net Debt
Loan - Atlas Shelf Companies	Debt	Net Debt
Inventory	Inventory	Working Capital
Borrowing Costs	Excluded	Excluded
Less: Amortisation	Excluded	Excluded
Prepayments	Prepayments	Working Capital
Acquisition Costs - Shares in CST Documents Pty Ltd	Excluded	Excluded
Motor Vehicles	Excluded	Excluded
Less: Accumulated Depreciation	Excluded	Excluded
Office Furniture & Equipment	Excluded	Excluded
Less: Accumulated Depreciation	Excluded	Excluded
Furniture & Fittings	Excluded	Excluded
Less: Accumulated Depreciation [13123]	Excluded	Excluded
Computer Equipment	Excluded	Excluded
Less: Accumulated Depreciation	Excluded	Excluded
Computer Software	Excluded	Excluded
Less: Accumulated Depreciation	Excluded	Excluded
Right-of-use Asset	Excluded	Excluded

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Account Name	Sub-Category	Category
Less Accumulated Amortisation	Excluded	Excluded
Goodwill	Excluded	Excluded
Less: Provision for Impairment	Excluded	Excluded
Patents & Trademarks	Excluded	Excluded
Intellectual Property	Excluded	Excluded
Deferred tax liability	Excluded	Excluded
Goods and Services Tax	GST payable	Working Capital
Deposits Clearing	Debt	Net Debt
Trade Creditors	Trade and other payables	Working Capital
Sundry Creditors	Trade and other payables	Working Capital
PAYG Withheld	Employee liabilities	Working Capital
Superannuation Payable	Employee liabilities	Working Capital
Wages Payable - Payroll	Employee liabilities	Working Capital
Accrued interest	Debt	Net Debt
Chattel Mortgage	Debt	Net Debt
Less: Unexpired Interest	Debt	Net Debt
Hire Purchase Liability	Debt	Net Debt
Less: Unexpired Interest	Debt	Net Debt
Lease Liability	Debt	Net Debt
Provision for Income Tax	Debt	Net Debt
Provision for Annual Leave	Employee liabilities	Working Capital
Provision for Long Service Leave (current)	Debt	Net Debt
Chattel Mortgage	Debt	Net Debt
Less: Unexpired Interest	Debt	Net Debt
Hire Purchase Liability	Debt	Net Debt
Less: Unexpired Interest	Debt	Net Debt
Lease Liability	Excluded	Excluded
Loan - Westpac	Debt	Net Debt
Provision for Long Service Leave (non-current)	Employee liabilities	Working Capital

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Schedule 4

Specific Accounting Policies

The following specific accounting principles and practices to be applied in the preparation of the Completion Accounts:

- (a) Any trade debtors (net of specific provisions for doubtful debts) which are aged more than 90 days past the invoice date as at the Effective Time will be provided for in full.
- (b) Employee provisions will be held for the accumulated benefits as a result of services provided up to the Effective Time, including annual leave, long service leave, time in lieu and any accrued unpaid PAYG withholding, superannuation, commissions, bonuses or incentives in respect of each employee of the Group or ATMP, as applicable, and including all relevant on-costs relating to those Employees, with reference to current remuneration arrangements for those Employees.
- (c) For the avoidance of doubt, the provision for Excessive Annual Leave is included within the definition of Debt and any remaining provision for annual leave recorded in the Completion Accounts is included within the definition of Working Capital.
- (d) For the avoidance of doubt, the provision for Vested Long Service Leave is included within the definition of Debt and any remaining provision for long service leave recorded in the Completion Accounts is included within the definition of Working Capital.
- (e) The provision for income tax will be equal to the liability for any unpaid income Tax of the Group and ATMP up to the Effective Time.
- (f) Any unpaid Transaction Costs (inclusive of unrecoverable GST) due to any third party adviser (inclusive of GST where applicable) relating to services provided on or before the Effective Time, and transaction bonuses payable to any Employee of the Group or ATMP (as applicable) in connection with the transactions contemplated by this agreement, are fully accrued as at the Effective Time. For the avoidance of doubt, this excludes amounts paid by the Sellers directly.

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Schedule 5

Expert determinations

1 Provision of documents and submissions

1.1 Provision of documents and submissions to the Expert

Within:

- (a) two Business Days after the appointment of the Expert, the Buyer, and the Sellers (acting jointly), must provide, or procure the provision of, to the Expert:
 - (i) the Dispute Notice; and
 - (ii) in the case of:
 - (A) a dispute under **paragraph 5** of **schedule 2** the Completion Accounts; or
 - (B) a dispute under **clause 16.2**, the Pre Completion Return or Straddle Return,

as applicable (including any relevant working or supporting papers relating to them); and
 - (iii) this agreement;
- (b) ten Business Days after the appointment of the Expert, the Buyer, and the Sellers (acting jointly), may each provide to the Expert and to the other, one written submission in relation to the Disputed Matters; and
- (c) five Business Days from the end of the period referred to in **paragraph 1.1(b)** of this **schedule 5** the Buyer and the Sellers (acting jointly) may each provide to the Expert and to the other, one written response to the submission provided by the other under **paragraph 1.1(b)** of this **schedule 5**.

1.2 Restrictions on the Expert

- (a) A copy of all documents provided to the Expert by a party under this **schedule 5** must be provided at the same time to each other party.
- (b) Each party must promptly (and in any event within five Business Days of the request) supply the Expert with any information, assistance and co-operation reasonably requested in writing by the Expert in connection with their determination.
- (c) All correspondence between the Expert and a party must be in writing and copied to the other parties.
- (d) Except as permitted or required by this **schedule 5**, a party must not:
 - (i) communicate with the Expert (whether in writing or otherwise); or
 - (ii) make any documents or matter known to the Expert,

without the prior written consent of the Buyer, and the Sellers (acting jointly).

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- (e) The Expert will consider only such matters that remain in dispute. For the avoidance of doubt, to the extent the Expert's written statement purports to make any determination with respect to anything other than the disputed items and amounts submitted to the Expert, it will be disregarded by the parties.
- (f) The Expert will determine any disputed items based solely on the provisions of this agreement, the application of **schedule 2**, **schedule 3** and this **schedule 5** and the submissions of the Sellers and the Buyer and the responses to those submissions, and will not conduct an independent review of any related financial statements. For the avoidance of doubt, the Expert will not determine any disputed items relating to the application or interpretation of law in relation to this agreement.
- (g) The Expert's determination of any value must be within the range for such items claimed by the Sellers and the Buyer. To the extent that the Expert's determination assigns a value outside of this range, the value for such items claimed by either the Sellers or the Buyer that is closest to the Expert's determination will be used instead.

1.3 Time for determination

The Expert must be instructed to complete their determination on the matters in dispute contained in the Dispute Notice and provide it to the Buyer and the Sellers no later than 15 Business Days after expiry of the period referred to in **paragraph 1.1(c)** of this **schedule 5** or such other period as the Buyer, and the Sellers (acting jointly), agree in writing having regard to the Disputed Matters).

1.4 Effect of Expert's decision

- (a) The decision of the Expert will, in the absence of manifest error, be conclusive and binding on all parties and:
 - (i) in the case of:
 - (A) a dispute under **paragraph 5.1** of **schedule 2** the Completion Accounts;
 - (B) a dispute under **clause 16.2**, the Pre Completion Return or Straddle Return,as applicable, will be deemed to be amended accordingly and will be final.
- (b) The Expert, in determining the Disputed Matters, acts as an expert and not as an arbitrator.
- (c) Unless the Expert determines otherwise, the Buyer and the Sellers must each pay one half of the Expert's costs and expenses for determining the Disputed Matters, with the Sellers sharing such costs in their Respective Proportions.

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Schedule 6

Completion Obligations

1 Parties' obligations at Completion

1.1 Individual Seller obligations

Each Seller must deliver the following to the Buyer at Completion:

- 1 a completed transfer of their Sale Shares to the Buyer as transferee in registrable form (but unstamped) duly executed by the relevant Seller;
- 2 all share certificates for their Sale Shares or indemnities for the loss or destruction of such certificates (in a form acceptable to the Buyer); and
- 3 executed releases of all Encumbrances, if any, over their Sale Shares.

1.2 Collective Sellers' obligations

The Sellers must deliver the following to the Buyer at Completion:

- 1 the SHA Deed of Termination, duly executed by all parties to it;
- 2 copies of any Third Party Consents which have been received by Completion, and all the Key Third Party Consents;
- 3 copies of the signed minutes of meetings, or written resolutions, of the directors of each Group Company and ATMP approving the matters contemplated in items **(22)** and **(23)** of this table **1.2** of this **schedule 6**;
- 4 written resignations with effect from Completion of any director, secretary and public officer of a Group Company or ATMP (as applicable) nominated by the Buyer under **clause 7.1(a)** in a form acceptable to the Buyer (acting reasonably), each such resignation to include an acknowledgment that the resigning person has no claim for compensation, remuneration or reimbursement against the relevant Group Company or ATMP (as applicable) in relation to the resigning person's appointment or resignation as a director, secretary or public officer of the relevant Group Company or ATMP (as applicable);
- 5 executed counterparts of the Shareholders Deed, executed each Seller and each Guarantor;
- 6 executed counterparts of each Key Executive Contract;
- 7 executed counterparts of each Senior Employee Contract;

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-
- 8 the fully executed Redchip Letter;
-
- 9 a fully executed copy of a binding services agreement in a form acceptable to the Buyer (acting reasonably) between Acis and Acis Settlements pursuant to which Acis Settlements agrees to continue to offer trust settlor services to Acis' customers;
-
- 10 a fully executed copy of binding agreement in a form acceptable to the Buyer (acting reasonably) between Acis and the shareholder of Acis Settlements (who, as at the Execution Date, is Mark Bromback) (**Acis Settlements Control Agreement**), pursuant to which that shareholder has agreed to:
- (a) govern and control Acis Settlements in accordance with the directions of Acis; and
 - (b) transfer all shares held by him in Acis Settlements to a nominee of Acis on the earlier of (i) the date he is instructed to do so by Acis, and (ii) the date his employment with Acis ceases, and to grant a power of attorney in favour of Acis to do all things necessary to effect the transfer of all the shares in Acis Settlements in those circumstances and has provided an executed share transfer form in relation to all the shares on issue in Acis Settlements with a blank transferee to Acis by way of security for his obligations under the Acis Settlements Control Agreement.
-
- 11 evidence that:
- (a) the Acis Equity Participation Scheme has been terminated by the Company in full, and Michael Nielsen has entered into a binding deed of termination and release with the Company in a form acceptable to the Buyer (acting reasonably) pursuant to which Michael Nielsen has unconditionally and irrevocably released each Group Company from all of their respective obligations and liabilities under the Acis Equity Participation Scheme, and has released all claims against each Group Company in respect of the Acis Equity Participation Scheme; and
 - (b) the Company has entered into a binding agreement with Michael Nielsen in a form acceptable to the Buyer (acting reasonably) pursuant to which the Company has committed to distribute up to \$160,000 in aggregate to Michael Nielsen within 30 Business Days following Completion.
-
- 12 evidence in a form acceptable to the Buyer that a Group Company is the registrant of each of the following domain names:
- cst.com.au
 - cstdocuments.com.au
 - cstdocuments.com
 - acislegal.online
 - acislegal.net
 - acislegal.com
-

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trustdepot.online

- 13 evidence that Acis has extended or entered into a new agreement on terms acceptable to the Buyer with each of the following contractors of the Business:
- (a) Troocreative Media Private Limited (the contracting entity for Akshay Saini);
 - (b) Trooinbound Private Limited (the contracting entity for Ankit Kandoliya); and
 - (c) Quixom Technology Pvt Ltd (the contracting entity for Sunny Pandya);
-
- 14 evidence that run off insurance in relation to each of the Run Off Policies on terms acceptable to the Buyer has been effected on and from Completion and all premiums and other amounts payable in respect of such Run Off Policies have been paid in full;
-
- 15 evidence that New Policies have been effected on and from Completion and all premiums and other amounts payable in respect of such New Policies have been paid in full;
-
- 16 consent to the transactions contemplated by this agreement in a form acceptable to the Buyer in respect of the intellectual property licence agreement between Acis as licensor and Acis Legal as licensee dated 2 November 2021;
-
- 17 before Completion, provide evidence in a form acceptable to the Buyer that each of the Employees who are Australian legal practitioners have a current practising certificate issued by a law society which is a constituent body of the Law Council of Australia;
-
- 18 executed deeds of release and undertakings to amend registration releasing each grantor from each Encumbrance set out in **Part A** of **schedule 13** (or such other evidence of the release and discharge of such Encumbrances which is reasonably satisfactory to the Buyer); and
-
- 19 a correct and up to date (i) register of officers and directors, and (ii) register of members (which complies with section 169 of the Corporations Act), for each Group Company and each of Acis Settlements and ATMP (**Registers**), together with evidence that:
- (a) each relevant company has submitted all required forms to ASIC to reflect the position shown in its Registers; and
 - (b) the board of directors of each relevant company has approved the changes made to its Registers and the submission of the required forms to ASIC;
-

The Sellers must do the following:

- 20 at or before Completion, procure that the Third Party Debt is repaid and provide evidence of such repayment (to the satisfaction of the Buyer);
-
- 21 at or before Completion, procure that the Related Party Debt is repaid and provide evidence of such repayment (to the satisfaction of the Buyer);
-
- 22 at or before Completion, ensure that:
- (a) a meeting of the board of directors of the Company and of ATMP is held at which it is resolved; or
 - (b) a written resolution of the directors of the Company and of ATMP is signed, resolving,
- that, subject to and with effect from Completion:
- (c) the transfers of the relevant Sale Shares be registered following the payment of any applicable stamp duty;
 - (d) existing share certificates for the Sale Shares be cancelled and new share certificates be issued in the Buyer's name;
 - (e) the resignations of each director, secretary and public officer of the Company and ATMP (as applicable) nominated by the Buyer under **clause 7.1(a)** be accepted;
 - (f) the persons nominated by the Buyer under **clause 7.1(b)** be appointed to the offices specified in the notice, subject to receipt of any necessary consents to act;
 - (g) if the Buyer gave notice under **clause 7.1(c)** requiring a change to the registered office of the Company or ATMP (as applicable), the registered office of the Company or ATMP (as applicable) be changed to the address nominated by the Buyer subject to the receipt of any necessary occupier consent;
 - (h) the authorities to operate the Company's and ATMP's bank accounts be changed in accordance with the notice given by the Buyer under **clause 7.1(d)**; and
 - (i) if the Buyer gave notice under **clause 7.1(e)** requiring that an existing power of attorney granted by the Group Companies or ATMP be revoked, such power of attorney be revoked,
- but so that, if a meeting of the board of directors is held in accordance with **schedule 6 (1.2) item (22)(a)**, a properly constituted board of directors is in existence at all times;
-
- 23 at or before Completion, ensure that:
- (a) a meeting of the board of directors of each Subsidiary is held at which it is resolved; or
 - (b) a written resolution of the directors of the Subsidiary is signed, resolving,
-

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that, subject to and with effect from Completion the matters referred to in **schedule 6 (1.2)** items **(22)(e)** to **(22)(h)** are resolved in relation to the Subsidiary; and

- 24 perform all other obligations to be performed by the Sellers under this agreement at Completion.
-

1.3 Buyer's obligations

The Buyer must deliver the following to the Sellers at Completion:

- 1 completed transfers of the Sale Shares from the Sellers as transferors duly executed by the Buyer.

The Buyer must do the following:

- 2 pay the Completion Payment at Completion;
-
- 3 procure that HoldCo issues the Consideration Shares to the Sellers on Completion;
-
- 4 at or before Completion, ensure that a meeting of the board of directors of HoldCo is convened to appoint each of Neibling, Barnes and Kerrigan as directors of HoldCo with effect from Completion; and
-
- 5 perform all other obligations to be performed by the Buyer under this agreement at Completion.
-

2 Parties' obligations after Completion

As soon as reasonably practicable after Completion, the Buyer must lodge with ASIC for registration the ASIC Forms 484 for each Group Company and ATMP notifying the changes of directors, secretaries, registered office and members arising from Completion (as applicable).

Schedule 7

Warranties

Part A - Title and Capacity Warranties

1 Sale Shares

- (a) **Part 1** of **schedule 1** contains complete, accurate and up-to-date details of the Acis Sale Shares as at the Effective Time.
- (b) **Part 2** of **schedule 1** contains complete, accurate and up-to-date details of the ATMP Sale Shares as at the Effective Time.
- (c) The Acis Sale Shares and the 76 ordinary shares in the capital of the Company held by ATMP together comprise the entire issued share capital of the Company.
- (d) The ATMP Sale Shares comprise the entire issued share capital of ATMP.
- (e) The Sale Shares set out in **Part 1** and **Part 2** of **schedule 1** (Column 2) will at Completion:
 - (i) have been fully paid and validly issued and no money will be owing in respect of them; and
 - (ii) have been validly allotted and issued to the respective Sellers and will not have been allotted or issued or transferred in breach of any pre-emptive or similar rights of any person or contract which is binding on the Company or ATMP (as applicable).
- (f) There is no option or right to acquire over or affecting the Sale Shares or any of them.

2 Title

- (a) Immediately prior to Completion, each Seller will be the sole legal owner of all of the Sale Shares specified in **Part 1** or **Part 2** (as applicable) of **schedule 1** as being held by them and will have full power and authority to dispose of all legal and beneficial interests in the Sale Shares registered in its name.
- (b) At Completion there will be no Encumbrance over or affecting the Sale Shares and the Buyer will acquire the full legal and beneficial ownership of the Sale Shares free and clear of all Encumbrances, subject only to registration of the Buyer in the Company's or ATMP's register of shareholders (as applicable).
- (c) There are no options, rights of pre-emption, rights of last refusal or other third party rights or interests over any of the Sale Shares.
- (d) There is no restriction on the transfer of the Sale Shares to the Buyer on the terms of this agreement.

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- (e) Each Seller has obtained all consents necessary to enable it to transfer its Sale Shares to the Buyer.
- (f) The entry into this agreement and the transfer of the Sale Shares under it does not breach any obligation or agreement binding on the Sellers.

3 Capacity of the Sellers

3.1 Bodies corporate

In the case of each Seller who is a body corporate:

- (a) it is duly incorporated and validly exists under the law of its place of incorporation;
- (b) the execution, delivery and performance of this agreement by the Seller:
 - (i) has been properly authorised by all necessary corporate action of the Seller;
 - (ii) does not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
 - (A) its constitution;
 - (B) any material term or provision of any security arrangement, undertaking, agreement, obligation, restriction or deed to which it is a party or is subject to or by which it is bound; or
 - (C) any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject to or by which it is bound;
- (c) it has full corporate power, legal capacity and lawful authority to execute and deliver this agreement and to consummate and perform its obligations under this agreement; and
- (d) this agreement constitutes a legal, valid and binding obligation on each Seller enforceable in accordance with its terms.

3.2 Power and authority – trustees

In the case of each Seller who is acting in its capacity as a trustee (**Trustee**):

- (a) it enters into this agreement in its own capacity and as trustee of the trust (**Trust**) specified against its name in **Part 1** or **Part 2** (as applicable) of **schedule 1** (Column 1);
- (b) the execution, delivery and performance of this agreement is authorised under the relevant trust deed and does not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under the relevant trust deed;
- (c) it has full power and lawful authority to execute and deliver this agreement and to consummate and perform its obligations under this agreement in its capacity as trustee of the Trust;
- (d) this agreement constitutes a legal, valid and binding obligation on it in its capacity as trustee of the Trust, enforceable in accordance with its terms;

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- (e) it has considered the transactions provided for in this agreement and is of the opinion that entry into this agreement is a proper exercise of its powers and discretions as trustee of the Trust;
- (f) the beneficiaries of the Trust have given their fully informed consent to it entering into this agreement, where such consent is necessary to authorise the Trustee Seller to enter into this agreement;
- (g) the Trust has been validly created and is in existence;
- (h) it has been validly appointed as trustee of the Trust;
- (i) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;
- (j) it is not in default under the terms of the Trust;
- (k) it has the right to be fully indemnified out of the assets of the Trust in respect of all of its obligations under this agreement, and has not done or omitted to do anything that would result in its right of indemnity being restricted or limited in any way; and
- (l) no action has been taken, or is proposed, to terminate the Trust.

4 Solvency

- (a) As at the Execution Date, no:
 - (i) meeting has been convened, resolution proposed, petition presented or order made for the winding up of a Seller;
 - (ii) receiver, receiver and manager, provisional liquidator, liquidator or other officer of the Court has been appointed in relation to all or any material assets of any Seller; or
 - (iii) mortgagee has taken, attempted or indicated an intention to exercise its rights under any security of which a Seller is the mortgagor or chargor.
- (b) Each Seller is able to pay its debts as and when they fall due. No Seller is taken under applicable laws to be unable to pay its debts or has stopped or suspended, or threatened to stop or suspend, payment of all or a class of its debts.
- (c) No Seller is the subject of an Insolvency Event and there are no circumstances that exist that would result in a Seller being the subject of an Insolvency Event.

5 Corporate structure

- (a) **Part 4** of **schedule 1** contains complete, accurate and up-to-date details of each Group Company (other than Reviewa).
- (b) **Part 6** of **schedule 1** contains complete, accurate and up-to-date details of Reviewa.
- (c) No Group Company, nor ATMP, is under an obligation, whether or not subject to any condition, to:

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- (i) issue, allot, create, sell, transfer or otherwise dispose of any securities;
 - (ii) enter into any agreement in respect of the rights to vote which are conferred in respect of any securities; or
 - (iii) grant any warrant, option or right of first refusal or offer in respect of any securities.
- (d) No Group Company, nor ATMP, has received notice of any application or intended application for rectification of its register of members or of any other register which it is required by law to maintain and, as far as the Sellers are aware, there are no facts, matters or circumstances which may justify or give rise to any such application.
- (e) No Group Company nor ATMP:
- (i) is under an obligation to redeem or repay any share capital;
 - (ii) is under an obligation to reduce its share capital or pass any resolution for the reduction of its share capital;
 - (iii) has agreed or offered, whether or not subject to any condition, to do any of the matters referred to in paragraph (e)(i) or paragraph (e)(ii);
 - (iv) has given and is under no obligation to give any financial assistance with respect to the acquisition of any of its shares; and
 - (v) is under an obligation or has offered, whether or not subject to any condition, to buy-back any of its shares.

6 Power and capacity of each Group Company and ATMP

Each Group Company and ATMP:

- (a) is duly registered and properly incorporated and validly existing under the laws of Australia and has full power to own its Assets and to carry on its Business as it is now being conducted.
- (b) has full power and authority to own and operate its Assets (in respect of each Group Company, or the assets used in its business (in respect of ATMP) and to carry on its business as it is currently conducted;
- (c) has complied with all material provisions of its constituent documents and has not entered into any material transaction which is ultra vires or in violation of those constituent documents.

7 Solvency

- (a) Each Group Company and ATMP has acted in accordance with (including made all filings required under) all applicable laws with respect to the issuance of, or dealings with, its shares or other securities.
- (b) No Group Company nor ATMP is the subject of an Insolvency Event and, so far as each Seller is aware, there are no circumstances that exist that

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would result in a Group Company or ATMP being the subject of an Insolvency Event.

Part B - Business Warranties

1 Information

- (a) The information in the Disclosure Material:
 - (i) is true, complete and accurate in all material ways; and
 - (ii) is not misleading or deceptive in any material way.
- (b) The information in the Disclosure Material was prepared in good faith.
- (c) The Sellers have not knowingly withheld or omitted any information (including with respect to any liabilities or contingent liabilities relating to the Group Companies or the Business) which, if disclosed, might reasonably be expected to affect the decision of the Buyer to enter into this agreement and complete the transactions contemplated by it.

2 Financial statements

2.1 Accounts

- (a) The Accounts have been prepared:
 - (i) in accordance with the recognition, measurement and classification aspects of the Accounting Standards; and
 - (ii) on a consistent basis with the same policies, practices and procedures (and method of application of them) as were applied with the equivalent accounts for the previous accounting period.
- (b) The Accounts give a materially accurate view of the assets, liabilities and financial position and the state of affairs of the Group and of its performance and cash flow as at the Accounts Date and the financial period ended on the Accounts Date.
- (c) The Accounts were prepared using the same accounting policies, principles and procedures as were applied in the preparation of the Management Accounts of the Group Companies in the previous 12 months and contain adequate provision for, and full disclosure of, all liabilities (whether actual or contingent) of the Group Companies at the Accounts Date.

2.2 Management Accounts

Having regard to the purpose for which they were prepared, the Management Accounts:

- (a) have been prepared with reasonable care and attention and with the same accounting policies, principles and procedures as were applied in the preparation of the Management Accounts of the Group Companies in the previous 12 months;
- (b) show a materially accurate view of the financial position and state of affairs of the Group Companies and the Business as at the Management Accounts Date and for the period in respect of which they have been prepared for;

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- (c) show a materially accurate view of the financial performance and trading results of the Group Companies as at the Management Accounts Date and for the period in respect of which they relate;
- (d) contain adequate provision for, and full disclosure of, all liabilities (whether actual or contingent) of the Group Companies at the Management Accounts Date; and
- (e) are not affected by any unusual, abnormal, extraordinary or non-recurring item.

2.3 Position since the Accounts Date

- (a) As at the Execution Date, no information has become known to the Sellers and, as far as the Sellers are aware, no fact, matter or circumstance has arisen since the Accounts Date which has materially and adversely affected the operations of the Group Companies, the results of those operations or the state of affairs of the Group Companies, in financial years after the financial year ended on the Accounts Date.
- (b) Since the Accounts Date up to the Execution Date:
 - (i) the Business has been carried on in the ordinary course of business and in a proper manner, without material interruption or material alteration in its nature, scope or manner;
 - (ii) no material asset has been acquired or disposed of or dealt with (or agreed to be acquired or disposed of or dealt with) by the Group Companies or any material liability incurred (or agreed to be incurred) except in the ordinary course of business;
 - (iii) no Group Company has entered into any commitment or arrangement other than those which would usually be entered into in the ordinary course of a business of the kind carried on by the Group Companies; and
 - (iv) except in the ordinary course of business (including annual salary reviews), no Group Company has engaged any new Employee with annual remuneration exceeding \$100,000 or terminated or materially changed the terms of employment of any Employee or arrangements with officers or contractors of the Business;
 - (v) each Group Company has paid its creditors within the times agreed with them or otherwise within the times consistent with the course of dealing with that creditor; and
 - (vi) no customer or supplier has ceased, or indicated that it will substantially reduce the volume of, its business with a Group Company, for any reason, including as a result of the execution of this agreement or Completion as a result of the execution of this agreement or Completion.
- (c) Since the Accounts Date up to the Execution Date there has been no materially adverse change in the financial or trading position of the Group Companies or the Business.
- (d) There are no material off-balance sheet transactions, arrangements, obligations, or relationships attributable to the business of any of the

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Group Companies or to which any of the Group Companies is a party that may have an effect on the financial condition, results of operations, liquidity or capital resources of any of the Group Companies.

- (e) The accounts receivable of the relevant Group Companies set forth in the Accounts and Management Accounts and arising subsequent to the latest Management Accounts Date are owned by the relevant Group Companies free and clear of any Encumbrances. The accounts receivable have arisen in the ordinary course of business and represent bona fide claims of the relevant Group Companies against the obligors with respect thereto for services rendered or other charges arising on or before the date hereof or the Completion Date, as the case may be. Subject to the reserves and allowances with respect thereto in the Accounts and Management Accounts and arising subsequently to the latest Management Accounts Date, so far as the Sellers are aware, the accounts receivable are not subject to valid claims of set-off or other defences or counterclaims, and are collectible in the ordinary course of business, without resort to litigation or extraordinary collection activity.

2.4 No dividends

Since the Management Accounts Date up to the Execution Date, no dividend, bonus issue or other distribution has been declared, made or paid by a Group Company.

2.5 No special resolution

Since the Accounts Date up to the Execution Date, no Group Company has passed any special resolution, except as contemplated by this agreement.

2.6 Financing arrangements

There are no:

- (a) financing agreements or arrangements entered into by a Group Company for the borrowing of money;
- (b) debentures, bonds, notes or similar debt instruments issued by a Group Company (whether by one instrument or by all of the instruments in a series);
- (c) guarantees given by a Group Company, or to which a Group Company is otherwise subject, in relation to any other Group Company or any other person,

other than as set forth in the Accounts or Management Accounts.

3 Business compliance

3.1 Licences, consents and Authorisations

- (a) Each Group Company has obtained and has complied with the terms of all Authorisations that are necessary to enable it to carry on its Business as it is currently being conducted and, as far as the Sellers are aware, no circumstance exists which may:
- (i) result in any such Authorisation being terminated, suspended or modified in any material respect or not being renewed; or

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- (ii) require material work or expenditure to maintain or secure the ability of each Group Company to renew any such Authorisation.
- (b) So far as the Sellers are aware, there are no facts, matters or circumstances that may prejudice the continuance or renewal of any Authorisations in its current form.
- (c) Acis Legal has at all times since its incorporation complied with the requirements of an incorporated legal practice under the *Legal Profession Act 2007* (Qld).
- (d) No Group Company other than Acis Legal currently provides, or has provided, legal advice or other legal services to any person.
- (e) Each Employee, consultant and contractor of the Group who provides legal advice or other legal services in the course of their engagement with a Group Company:
 - (i) is a current Australian legal practitioner (within the meaning given in section 6 *Legal Profession Uniform Law* (NSW) No 16a of 2014); and
 - (ii) was at all times when they gave legal advice or services, an Australian legal practitioner,
 and no person has given legal advice or provided legal services for or on behalf of any Group Company who was not that the relevant time an Australian legal practitioner.

3.2 Applicable law

So far as the Sellers are aware, each Group Company has at all times since incorporation conducted its Business and affairs in accordance with its constitution and in accordance with all applicable Laws in all material respects. No Group Company is in material breach of any order, judgment or award of any court, tribunal or Government Agency in any jurisdiction.

3.3 Orders, directions and notices

No Group Company has received any order, direction or notice from any Government Agency or any other person requiring expenditure by any Group Company or which is reasonably likely to materially adversely affect the Business that has not been complied with in full. As far as the Sellers are aware, no circumstances exist that may result in any order of this type being made or direction or notice of this type being given.

3.4 Dealings with Associates of the Sellers

Other than employment agreements or service contracts entered into in the ordinary course of business, no Group Company is party to any Contract (whether written or not) with any Related Party of a Seller (including any Guarantor), or in which any such person is interested (whether directly or indirectly) or under which a Group Company gave or proposes to give a financial benefit to any such person.

4 Assets

- (a) The Assets are:
 - (i) legally and beneficially owned by a Group Company;

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- (ii) fully paid for; and
 - (iii) free of any Encumbrance or other third party rights, other than Permitted Encumbrances.
- (b) The Assets, together with the Leased Property and any other assets which the Group Companies have a right to use under any licence, equipment lease, finance lease, hire purchase agreement or similar arrangement:
- (i) are in the possession of a Group Company;
 - (ii) used solely by the Group; and
- comprise all the assets used in the Business and necessary for its conduct.

5 Plant and equipment

The Plant and Equipment which is owned, used, or in the possession or control of a Group Company:

- (a) is in good repair and condition and in satisfactory working order; and
- (b) is capable of doing the work for which it was intended.

6 Financial obligations and receivables

6.1 Debts owing to a Group Company

No debt is owing to a Group Company other than trade debts incurred in the ordinary course of business.

6.2 Other financial obligations

- (a) No Group Company has:
 - (i) created or provided any guarantee in relation to the obligations of any person other than another Group Company;
 - (ii) created or provided any letter of comfort or made or given any representation, warranty or material undertaking to any person in relation to any liability or the solvency of any other person other than another Group Company or in support of the provision of any material loan, credit or other financial accommodation by any person other than another Group Company;
 - (iii) issued any debentures, bonds, notes or similar debt instruments under which it has any outstanding liability;
 - (iv) entered into any option, swap, exchange or other derivative or hedging transaction which has not been fully closed out; or
 - (v) entered into any agreement or arrangement for the purpose of obtaining any financial accommodation of a type that is not required to be disclosed as a liability under the Accounting Standards.

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- (b) Save as a consequence of steps taken by a Group Company to procure the release and repayment of Third Party Debt on or before Completion as required by this agreement:
 - (i) no Group Company has received any notice in relation to an event of default or non-compliance in relation to any Third Party Debt or under any Security Interest given by a Group Company in respect of such Third Party Debt, or which requires the repayment of any Third Party Debt before its due date for payment for any reason; and
 - (ii) as far as the Sellers are aware, there are no existing or unremedied events of default or non-compliance in relation to any Third Party Debt or under any Security Interest given by a Group Company in respect of such Third Party Debt and, so far as the Sellers are aware, there are no other facts, matters or circumstances which may (whether immediately or after notice or lapse of time) entitle a person to require the repayment of any Third Party Debt before its due date for payment for any reason or to enforce any Security Interest given by a Group Company in respect of such Third Party Debt.

7 Intellectual Property

7.1 List of Intellectual Property Rights

- (a) **Schedule 12** lists all:
 - (i) business names;
 - (ii) domain names;
 - (iii) trade marks and applications for registration of trade marks;
 - (iv) patents and patent applications;
 - (v) registered designs and applications for registration of designs,which are owned or registered by a Group Company and there are no other registered Intellectual Property Rights owned by any Group Company.
- (b) The Disclosure Material contains complete and accurate details of:
 - (i) all registered Business Intellectual Property; and
 - (ii) licence agreements under which the Group Companies, in connection with the Business:
 - (A) use or exploit Intellectual Property Rights owned by the Group Companies or another person; or
 - (B) have licensed, agreed to license or otherwise permitted the use by any other person of any Intellectual Property Right owned by or licensed by person other than a Group Company.

7.2 Intellectual Property

- (a) All Intellectual Property Rights which are exercised by the Group Companies in order to conduct the Business are either:

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- (i) legally and beneficially owned by a Group Company (free from any Encumbrances); or
 - (ii) licensed to a Group Company under valid and enforceable licences.
- (b) No Group Company has licensed, assigned or otherwise disposed of any right, title or interest in the Business Intellectual Property and is not obliged to grant a licence, assignment or other right in respect of any of the Business Intellectual Property to any third party.
- (c) So far as the Sellers are aware, no:
 - (i) action or proposed action by any other person exists to challenge, threaten or cancel any Intellectual Property Rights in the Business Intellectual Property;
 - (ii) information, act, omission or circumstance exists which may make the grant of registration of any Business Intellectual Property which is the subject of an application for registration unlikely or vulnerable to challenge or opposition (such as existing registrations, prior art or obviousness); and
 - (iii) information, act, omission or circumstance exists which may allow any person to seek cancellation, rectification, modification, removal or non-renewal of a registration of any Business Intellectual Property.
- (d) No Group Company has received notice claiming, or to the effect that, any of the Business Intellectual Property that is registered is liable to cancellation or removal or that its registration would not be renewed.
- (e) Each Group Company has the right to exploit, grant licences and otherwise deal with the Business Intellectual Property in the manner in which it is used by it as at Completion.
- (f) The Business Intellectual Property comprises all the Intellectual Property Rights owned, used or held for use by the Group Companies in connection with the Business.
- (g) Each Group Company's Intellectual Property Rights in the Business Intellectual Property are valid and enforceable in the jurisdictions in which those Intellectual Property Rights are registered or situated.
- (h) Each Group Company has taken all commercially reasonable steps to obtain and maintain appropriate registrations for the Business Intellectual Property and to protect and defend the Business Intellectual Property (including taking all reasonable and effective precautions to ensure that it has not done or omitted to do any act, manner or thing to invalidate the Business Intellectual Property). Registration, application and all other fees (including renewal fees) payable in respect of all Business Intellectual Property have been paid.
- (i) There are no interests of a third party, including Related Bodies Corporate of a Group Company that prejudice the Business Intellectual Property.

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- (j) The Buyer will be able to:
 - (i) exercise any and all rights in the Business Intellectual Property without identifying any person as the individual responsible for creating any Business Intellectual Property; and
 - (ii) modify, alter, adapt, distort or otherwise change any Business Intellectual Property without infringing any third party's (including employees and related companies to the Seller) moral rights.

7.3 Infringement

- (a) Neither the carrying on of the Business nor the use (or intended use) of the Business Intellectual Property by a Group Company:
 - (i) infringes the Intellectual Property Rights of any third party; or
 - (ii) is in breach of any obligation of confidence owed to any third party, and no Group Company has received any notice or Claim from any party alleging the foregoing nor are the Sellers aware of any facts or circumstances which may give rise to any such allegation.
- (b) No Seller or Group Company has made any Claim against any person relating to or alleging infringement of any of the Business Intellectual Property.
- (c) So far as the Sellers are aware, no third party has infringed, used without authorisation, or engaged in passing off or misleading or deceptive conduct with respect to any of the Business Intellectual Property.
- (d) No open source, copy left or public library software was used in the development or modification of any Business Intellectual Property or incorporated into or utilised by any products of a Group Company.

7.4 Confidential Information

- (a) No Confidential Information of a Group Company has been disclosed or made available to any third party except in the ordinary course of business and subject to a binding obligation of confidence on the part of the recipient.
- (b) Each Group Company has established, maintained and adhered to procedures and has taken all necessary and appropriate steps to keep all Confidential Information of the Group confidential and to safeguard that information from unauthorised access, use, copying or disclosure.
- (c) There has not been any actual or alleged misuse or unauthorised disclosure of any of the secret or confidential information of property of a Group Company in relation to the Business.
- (d) No Group Company has received any notice or Claim alleging the use or disclosure of any confidential information of a third party in breach of any obligation of confidence owed to any person.

7.5 Employees and Contractors

- (a) Since incorporation, each Group Company has entered into binding written agreements with every current and former employee and contractor of such Group Company that oblige each employee and contractor to:

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- (i) assign to a Group Company all Intellectual Property Rights created, developed or provided in the course of their employment or engagement; and
 - (ii) keep confidential information of the Group confidential and to safeguard it from unauthorised access, use, copying and disclosure.
- (b) There are no outstanding or threatened claims from any person, including current or former directors, employees or contractors of a Group Company, relating to any Business Intellectual Property.

8 Information Technology

8.1 Information technology

- (a) The IT Systems used by or on behalf of the Group Companies:
- (i) are owned by or licensed, leased or supplied to a Group Company under an enforceable written agreement;
 - (ii) are not, as far as the Sellers are aware, shared with or used by or on behalf of or accessible by any other person;
 - (iii) perform their intended function;
 - (iv) comprise all of the assets, systems, hardware and Software required to operate the information technology function of the Group efficiently;
 - (v) are sufficient for the operation of the Business and have operated to a level reasonably acceptable for the efficient operation of the Business;
 - (vi) include sufficient user information to enable reasonably skilled personnel in the field to use and operate the IT Systems without the need for further assistance and
 - (vii) have not suffered any material outages, security breaches, unplanned downtime, service interruption, failure, corruption or breakdown of the IT systems within the last five years.
- (b) Any extensions or modifications to the IT Systems made by or on behalf of any Group Company do not breach the terms of any existing agreements to which any Group Company is a party.
- (c) The Group Companies have obtained all necessary rights (including the required number of fully paid up licences) from third parties to enable them to make use of, modify and maintain the IT Systems in the manner required by the Group in order to conduct the Business as it is conducted at Completion.
- (d) The Group Companies have valid and subsisting support agreements with the suppliers of the IT Systems under which preventative and corrective maintenance services, Software upgrades and help desk services for the IT Systems are provided to the Group Companies.
- (e) The Group Companies have disaster recovery and business continuity plans in effect that are appropriate to mitigate the impact of a failure of

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the IT Systems and ensure that the functionality provided by the IT Systems can be substituted without material disruption to the Business.

- (f) No Group Company has received written notice claiming that:
 - (i) the use of the IT Systems by the Group infringes the Intellectual Property Rights of any person and such use does not do so; and
 - (ii) any element of the IT Systems used or licensed by a Group Company from a third party has been used in material breach of that use agreement or licence and there has been no such material breach.
- (g) The Group Companies have procedures for taking and storing back-up copies of the Business Data and Software comprised in the IT Systems, whether on-site, off-site, or through cloud-based services.
- (h) All back up data is readily accessible and searchable to support the daily operations of the Business, including where access to historical records is required to respond to customer requests or to process current transactions.
- (i) At Completion, the IT Systems will not contain or include any equipment, data, applications, information (including Personal Information) or materials that do not relate to the Business.

8.2 Cyber resilience

- (a) The Group Companies have appropriate processes, procedures and controls to ensure internal and external security, confidentiality, availability and integrity of the IT Systems and Business Data. Without limiting this Warranty and so far as the Sellers are aware, the Group Companies have taken all steps consistent with commercially appropriate practice to:
 - (i) preserve the confidentiality, availability and integrity of the IT Systems and Business Data;
 - (ii) secure the IT Systems and Business Data from unauthorized access or use by any person;
 - (iii) ensure the continued, uninterrupted and error free operation of the IT Systems;
 - (iv) classify IT Systems and Business Data by criticality and sensitivity;
 - (v) implement and maintain appropriate access controls for its IT Systems and Business Data;
 - (vi) conduct regular reviews and testing of its processes, procedures and controls of the IT Systems and Business Data;
 - (vii) clearly define roles and responsibilities for the security, confidentiality and integrity of the IT Systems and Business Data; and
 - (viii) implement and maintain a framework for the reporting of suspected or actual security incidents relating to the IT Systems and Business Data to senior management and the board of each Group Company and Government Agencies (where required under any applicable law).

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- (b) Other than as disclosed in the Data Room Documentation, there has been no suspected or actual breach of the security, confidentiality and integrity of the IT Systems and Business Data, including any:
 - (i) unauthorised (or attempted unauthorised) access to or use of the IT Systems or Business Data;
 - (ii) attempt to disable, damage, erase, modify, disrupt or impair the normal operation of the IT Systems or Business Data;
 - (iii) attempt to otherwise affect the confidentiality, integrity or availability of the IT Systems or Business Data; or
 - (iv) notice or action taken by a regulator in respect of a suspected or actual breach of the IT Systems or Business Data.
- (c) As far as the Sellers are aware, the IT Systems do not contain or include any malicious code, virus or other computer Software routine intended or designed to:
 - (i) permit unauthorised access to or use of the IT System or Business Data;
 - (ii) disable, damage, erase, modify, disrupt or impair the normal operation of the IT System or Business Data;
 - (iii) otherwise affect the confidentiality, integrity or availability of the IT System or Business Data.

9 Privacy

- (a) Each Group Company has duly complied with, and currently complies with, all requirements under Privacy Laws.
- (b) All Personal Information collected or held by or under the control of any Group Company is used and disclosed in the operation of the Business, and such use and disclosure is, and will be, within the purposes permitted by law or notified to each relevant individual at the time of its collection in accordance with Privacy Laws.
- (c) As far as the Sellers are aware, there has been no suspected or actual:
 - (i) misuse, interference or loss of; or
 - (ii) unauthorised access to, modification or disclosure of,Personal Information collected or held by any Group Company.
- (d) No Group Company has received a written notice from, or been subject to enquiries in writing by a Government Agency with responsibility for Privacy Laws (including the Office of the Australian Information Commissioner) regarding non-compliance or alleged non-compliance by a Group Company with any Privacy Laws.
- (e) In respect of any suspected or actual:
 - (i) misuse, interference or loss of; or
 - (ii) unauthorised access to, modification or disclosure of,Personal Information held by a Group Company identified in the Disclosure Material, the relevant Group Companies have complied with

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mandatory data breach notification requirements under Privacy Laws including any required notification to the relevant Government Agency and affected individuals.

- (f) No Group Company has received notice in writing from any individual claiming that a Group Company has failed to comply with Privacy Laws, including for unauthorised use or disclosure of Personal Information.
- (g) Each Group Company has acted in accordance with Privacy Laws when storing, transferring or disclosing Personal Information outside of the jurisdiction in which it was collected including by obtaining consent of the relevant individuals (where required).

10 Real property

10.1 General

- (a) The Group Companies do not have any interest in land or occupancy rights over land except for their interests in the Leased Property.
- (b) The Leased Property comprise all the land and premises used or occupied by the Group Companies.
- (c) True and complete copies of each Lease, each deed or other agreement affecting the terms of each Lease have been disclosed in the Data Room Documentation.
- (d) The Group Companies have the exclusive occupation and quiet enjoyment of the Properties used or occupied by them.

10.2 Leased Property

- (a) In relation to the Lease:
 - (i) the Lease was entered into in the ordinary course of business;
 - (ii) the Lease is not of an unusual or abnormal nature;
 - (iii) the Lease is valid, binding and enforceable and registered where required;
 - (iv) the relevant Group Company has made all payments required by the Lease, has otherwise complied with all terms of the Lease and all other covenants affecting the property subject of the Lease and has not received any notice alleging that any circumstance exists that may constitute a breach of the Lease;
 - (v) the use of the premises for carrying on the Business complies with and is permitted by all applicable laws and regulations and the terms of the Lease;
 - (vi) the lessor under the Lease has not given any notice of default or notice terminating, or other notice in writing purporting to or advising of an intention to terminate, the Lease and, so far as the Sellers are aware, no circumstance exists that may entitle the lessor under the Lease to do so; and
 - (vii) which contains a break right in favour of the lessor, the Sellers are not aware of any intention of, or matter that is likely to cause, the relevant lessor to exercise the break right.

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- (b) No Group Company has agreed to any assignment, subletting, parting with possession or surrender of a Leased Property or any part of a Leased Property.

10.3 Disputes and Claims

- (a) There is no material breach of, or material default under, any Lease by a Group Company or, so far as the Sellers are aware, by the lessor under any Lease.
- (b) No Group Company has received any third party Claim or any written notice to rectify any default, vacate or quit or any other written notice or demand of a material nature from any third party in respect of the Leased Property, including in respect of their use or occupancy by a Group Company and, so far as the Sellers are aware, there are no facts, matters circumstances which may entitle a third party to give any such notice.
- (c) No Group Company is involved in any dispute with any landlord, tenant, neighbour or other person or with any Government Agency in relation to the premises or the operation of the Business from the premises and, so far as the Sellers are aware, no circumstance exists that is likely to give rise to any dispute of this type.

11 Contracts

11.1 Nature of Contracts

Each Material Contract:

- (a) was entered into in the ordinary course of business and is on arm's length terms;
- (b) is not of an unusual or abnormal nature;
- (c) can be performed by the Group Companies without undue or unusual expenditure; and
- (d) is valid, binding and enforceable against the parties to it in accordance with its terms.

11.2 No breach

- (a) No Group Company, nor, as far as the Sellers are aware, any other party to any Material Contract, is in breach of it, or liable to make payment under any warranty or indemnity given in it.
- (b) So far as the Sellers are aware there are no facts or circumstances which are likely to give rise to any breach or default of, or payment by any party under any warranty or indemnity given under, any Material Contract by a Group Company or the other party to the Material Contract.

11.3 Termination

No customer, supplier or other party to any Material Contract has given any notice terminating or purporting to or advising of an intention to terminate that agreement or arrangement and, as far as the Seller is aware, no fact, matter or circumstance exists that may entitle any person to do so.

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11.4 Disclosures

- (a) All Material Contracts have been disclosed in the Disclosure Material.
- (b) All contracts, arrangements and understandings between a Group Companies and any Seller have been disclosed in the Disclosure Material.
- (c) Other than employment agreements or service contracts entered into in the ordinary course of business, as at Completion, no Group Company will have any Contract or understanding with any of the Sellers or their Seller Affiliates.
- (d) As at the Execution Date, there are no material agreements, arrangements or understandings affecting a Group Company or any Business of a Group Company that have not been disclosed in the Disclosure Material.
- (e) A copy of any standard terms and conditions of each Group Company which has been in force at any time during the 12 months prior to the Execution Date, or which the Sellers expect to come in to force within 6 months after the Execution Date, is contained in the Disclosure Materials.

11.5 Trading relationships

During the 12 months ending on the Execution Date, other than in the ordinary course of business (including where work under a particular project has been completed), no material customer or supplier of the Group has:

- (a) stopped, or indicated an intention to stop, contracting with, or order service from, or supplying a Group Company;
- (b) in the case of suppliers, reduced, or indicated an intention to reduce substantially, its supply to a Group Company; or
- (c) changed, or indicated an intention to change substantially, the terms of any Contract with a Group Company.

11.6 Change of Control

So far as the Sellers are aware, there is no existing customer or supplier of the Business who will or is likely to:

- (a) cease trading with a Group Company; or
 - (b) materially reduce its trading with a Group Company,
- as a result of the acquisition of the Company by the Buyer.

12 Records

12.1 Records complete, accurate and up-to-date

All records of the Group (excluding accounts, accounting ledgers, financial and other tax records):

- (a) have been properly and accurately kept and completed and maintained in accordance with applicable laws and are up to date in all material respects;
- (b) do not contain any material inaccuracies or discrepancies; and

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- (c) are in the possession or under the control of the Group Companies, and no Group Company has received any notice or allegation that any of them is incorrect or should be rectified or amended.

12.2 Filings required by law

Each document or filing which is required by law to be delivered or made to any Government Agency by a Group Company has been duly delivered or made.

13 Litigation

- (a) No Group Company is involved in any legal, administrative, governmental or other Proceedings, there are no Proceedings threatened against any Group Company and, so far as the Sellers are aware, there are no Proceedings pending and, so far as the Sellers are aware, no circumstances exist that are likely to give rise to Proceedings.
- (b) No Group Company is the subject of any investigation, inquiry, prosecution or enforcement proceedings by any Government Agency, there are no investigations, inquiries, prosecutions or proceedings of this type threatened against any Group Company and, so far as the Sellers are aware, there are no investigations, inquiries, prosecutions or proceedings of this type pending and, so far as the Sellers are aware, no circumstance exists that is likely to give rise to any investigation inquiry, prosecution or Proceeding.
- (c) There is no unsatisfied order, judgment or award against any Group Company.
- (d) There are no Claims or disputes against any Group Company and, so far as the Sellers are aware, there are no facts or circumstances which may give rise to such a dispute or Claim or to legal, administrative or government proceedings.
- (e) There are no outstanding liabilities under or in respect of any finalised Proceedings involving any Group Company or any of the Assets, including but not limited to any payments due under any terms of any settlement deeds or any costs orders.

14 Insurance

The Group Companies have, and have had at all material times, valid insurances maintained with a reputable and properly authorised or licensed insurer, including in relation to damage to the Business and a Group Company (including its Assets), professional indemnity or otherwise which are required by law or a Material Contract or a Lease to be effected by them.

- (a) Each of the Insurance Contracts and indemnity taken out by a Group Company in respect of the Business and the material Assets of an insurable nature is current and is in full force and, so far as the Sellers are aware, there are no facts, matters or circumstances which may lead to any of them being void or voidable, or that would permit an insurer to cancel the Insurances or refuse or materially reduce a Claim, or materially increase a premium payable in respect of the Insurances.

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There is no fact or circumstance that is known to the Sellers which would lead to any of the insurances which cover those risks being prejudiced.

- (b) All premiums pursuant to any Insurance Contract will have been paid up to the Completion Date where due and payable.
- (c) No Group Company has failed to give any notice or present any Claim of which it is aware under any of the Insurance Contracts.
- (d) There is no claim outstanding, pending, anticipated, threatened or capable of arising under any Insurance Contract and, so far as the Sellers are aware, there are no circumstances likely to give rise to such a claim.
- (e) No Group Company has had an insurance claim refused or been refused insurance coverage.
- (f) No Group Company has done or omitted to do anything which might result in an increase in the premium payable under any contract of insurance.

15 Employees

15.1 Employees

- (a) The Data Room Documentation contains:
 - (i) a complete list of all Employees of the Group engaged in the Business as at 31 December 2021;
 - (ii) for each of the Employees, as at 31 December 2021:
 - (A) each employment contract (or a template contract showing the terms of employment on which the Employees were engaged);
 - (B) an accurate and complete statement of their service;
 - (C) an accurate and complete statement of their entitlements to wages, salaries, annual leave, leave loading, long service leave, personal/carer/sick leave, bonuses and any other remuneration or incentive scheme benefits that has been determined in accordance with prudent accounting practice; and
 - (D) the basis on which annual leave, long service leave and personal/carer/sick leave entitlements are calculated; and
 - (iii) a complete list of independent contractors or consultants engaged by a Group Company as at 31 December 2021.
- (b) So far as the Sellers are aware, all Employees are employed or engaged exclusively by a Group Company.
- (c) Each Employee is employed by a Group Company pursuant to an employment contract which is duly executed and currently in force.
- (d) All Employees employed or engaged in the Business, including but not limited to casuals, have been correctly designated as such and the terms and conditions on which each Employee has been employed or engaged

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by the Group Companies under any industrial instrument or contract accurately reflects that designation.

- (e) No Employee has given or been given notice of termination of his or her employment or will be entitled to terminate their employment as a result of the execution or performance of this agreement.

15.2 Industrial instruments and disputes

- (a) There are no state or federal industrial awards and agreements (including unregistered agreements) which apply to the Employees or any of them.
- (b) No Group Company is currently subject to a bargaining period notified by any union or group of employees in respect of any collective industrial agreement.
- (c) There are no current or, so far as the Sellers are aware, pending disputes with any union or group of Employees.

15.3 Occupational health and safety

- (a) Each Group Company has conducted its affairs in accordance with and is compliant with all relevant occupational health and safety laws or standards.
- (b) There are no outstanding notices or prosecutions issued against the Group Company by any workplace safety authority and full details of all incidents which give rise to occupational health and safety notices or prosecutions have been disclosure in the Disclosure Material.
- (c) All statutory workers compensation premiums in respect of the Employees and any former employees of the Group Companies have been paid.

15.4 Sponsorships and eligibility to work in Australia

- (a) No Employee is on a visa or requires a visa to be able to work for a Group Company.
- (b) All Employees are legally entitled to work in Australia and are not subject to any restrictions on their ability to work in Australia.
- (c) Each Group Company has, at all times, complied with its obligations as a sponsor of employees on visas or any other type of sponsorship visas and has not been the subject of any investigation or inquiry in relation to alleged or actual non-compliance with these obligations and no such investigation or inquiry has been threatened or, so far as the Sellers are aware, is pending and, so far as the Sellers are aware, there are no circumstances likely to give rise to any such investigation or inquiry.

15.5 Remuneration

- (a) Since the Accounts Date, no Group Company increased the salary, wages or other remuneration of any Employee, or agreed to pay any redundancy payment, except:
 - (i) in accordance with previous established practice; and
 - (ii) in the ordinary and usual course of its business or as required by any law or industrial instrument.

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- (b) No Employee or other person (including any Invitee) is entitled to any bonus, commission or incentive payments (however described and including any incentive in respect of the Transaction, and including under the Acis Equity Participation Scheme), other than the cash sum to be paid by the Sellers to Michael Nielsen pursuant to the agreements specified under **subparagraph 11** of **paragraph 1.2** of **schedule 6**.
- (c) Each Group Company has properly accrued and paid all amounts which are due and payable in respect of the Employees, including any redundancy and severance payments payable, and, where applicable any accrued but unused balances relating to time off in lieu of overtime.
- (d) Unless otherwise disclosed in the Disclosure Material, no Group Company has given any commitment (whether legally binding or not) to increase or supplement any remuneration, compensation or benefit of any Employee (including wages, salary, fees, annual leave, leave loading or long service leave) except commitments which are required to comply with any legislation or award or any existing contractual obligations.
- (e) No Group Company is liable to pay any allowance, annuity, benefit, lump sum, pension, premium or other payment in respect of the death, disability, retirement, resignation or dismissal of any persons other than that specified in a written contract of employment.

15.6 Disciplinary and grievance procedures

There is no current disciplinary action or grievance procedure against or involving any Employee and, so far as the Sellers are aware, there are no facts, matters or circumstances which may give rise to such a disciplinary action or grievance procedure.

15.7 Claims

In the five years prior to the Execution Date:

- (a) no current Employee or former employee, contractor, consultant, officer, industrial organisation or regulator has made any Claims against a Group Company; and
- (b) no Group Company has been ordered to pay any damages, compensation or award to any Employee, contractor, consultant or officer, or been ordered or otherwise required to pay any fine, charge or penalty by any regulator or other person.

15.8 Compliance

- (a) No Group Company has received written notice of any breaches or potential breaches of legislation or industrial instruments, Proceedings, legal actions, investigations or prosecutions in relation to the employment or engagement of, or the termination of employment or engagement of, employees, officers, contractors or consultants, or former employees, officers, contractors or consultants, of the Group Companies which remain outstanding, and as far as the Sellers are aware, there are no facts, matters or circumstances which are likely to constitute such a breach or give rise to such Proceedings, legal actions, investigations or prosecutions.

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- (b) Each Group Company has complied in all material respects with all legislation, industrial awards, enterprise agreements or other industrial instruments (registered or unregistered) which cover or apply to the Employees and any former employees.
- (c) All payroll records required under any applicable law regarding the service, remuneration and hours of work of each Employee and former employee of the Group Companies have been maintained.

15.9 No prior confidentiality obligation

So far as the Sellers are aware, no Employee is under an obligation of confidentiality to a previous employer which may restrict that employee from fully performing their obligations to the Group or which may cause anything done by a Group Company to infringe the rights of that previous employer.

16 Superannuation

- (a) Each Group Company has satisfied all of its obligations and liabilities to pay superannuation contributions, including all contributions:
 - (i) determined under the *Superannuation Guarantee (Administration) Act 1992* (Cth); or
 - (ii) prescribed or required under:
 - (A) any industrial instrument;
 - (B) any contract or arrangement with an employee, director, contractor or consultant; or
 - (C) any arrangement with the trustee of any superannuation fund,

which are accrued up to the Completion Date, other than in relation to any staff payment cycle which is not complete at Completion and which is in the ordinary course of business.

- (b) No Employee accrues superannuation benefits which are determined by reference to a formula based on the Employee's length of service and/or superannuation salary under any fund and no promise, assurance or representation has been made to any Employee that their accumulation benefits under any fund will at any point in the future equate (approximately or exactly) to or not be less than any particular amount however calculated.

17 Independent Contractors

17.1 List of contractors

- (a) The Data Room Documentation contains a complete and accurate list of all current contractors and consultants engaged by the Group Companies, including their start date, end date and location, as at the Execution Date.
- (b) The Sellers have disclosed in the Disclosure Material full details of the names of each contractor engaged by a Group Company at the

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Execution Date document and the all Contracts with respect to the engagement of those contractors.

- (c) Each Contract by which any independent contractor is engaged by a Group Company as at the Execution Date document has been disclosed in the Disclosure Material.

17.2 Status of contractors

- (a) All contractors engaged by the Group Companies are independent contractors at common law and not subject to an employment relationship with the Group at common law as at the Execution Date.
- (b) There is no existing, threatened or, so far as any Seller is aware, pending claim, dispute or investigation by any person, including a regulatory authority, in relation to an allegation that an independent contractor (or any person engaged by or working on behalf of the independent contractor) is or was an employee at common law, including without limitation that minimum wage obligations, workers compensation insurance, superannuation or payroll tax obligations have not been met.

17.3 Claims

In the five years prior to the Execution Date:

- (a) no contractor has notified a Group Company regarding any Claims relating to the contractor's engagement with a Group Company; and
- (b) no Group Company has been ordered to pay any damages, compensation or award to any contractor.

17.4 Payments due to contractors

- (a) The Sellers have disclosed in the Disclosure Material full details of all contractors' termination entitlements, including notice and termination entitlements.
- (b) The Group Companies have properly accrued and paid all amounts which are due and payable in respect of the Contractors.

18 Shareholdings and memberships

18.1 Shareholdings

Unless otherwise disclosed in the Disclosure Material, the Company:

- (a) has no legal or beneficial right in, and has not agreed to acquire, subscribe for or take up, any shares or other capital in any company or units in any unit trust or any other ownership interests in any other entity;
- (b) does not Control any company or other entity other than a Group Company; and
- (c) has no interest in any other shares, debentures, stocks, bonds, notes, managed investment scheme, units, warrants, options, derivative instruments or any other securities.

18.2 Memberships

No Group Company is, nor has agreed to become:

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- (a) a member of or a party to any joint venture, consortium, partnership or unincorporated association (other than a recognised trade association);
or
- (b) a party to any contract for participating with others in any business sharing commissions or other income.

19 Powers of attorney

There is no power of attorney or other authority in force by which a person is able to bind any Group Company other than normal authorities under which officers, contractors or Employees of the Group Companies may conduct the Business in the ordinary course.

20 Finder's fee

No Seller or Group Company has taken any action under which any person is or will be entitled to receive from the Buyer or the Company any finder's fee, brokerage or other commission in connection with the acquisition of the Company.

Part C - Tax Warranties

21 Tax and duty

21.1 Permanent establishment

No Group Company has a permanent establishment (as that expression is defined in the Tax Act and/or any relevant double taxation agreement to which Australia is a party) outside Australia and is not, and is not required to be, registered in any place as a recognised foreign company.

21.2 Communications

The information contained in all communications by or on behalf of the Group Companies and any Government Agency in relation to Taxes has been true and accurate and has not been misleading in any way (whether by the inclusion of misleading information or the omission of material information, or both).

21.3 Residence

Each Group Company is a resident of Australia (for Tax purposes) and does not have any permanent establishment in a country outside Australia.

21.4 Tax obligations

- (a) The Group Companies have:
- (i) complied with all obligations imposed on it by any Tax Law;
 - (ii) complied with all of its obligations under any statutory provisions requiring the deduction or withholding of Tax from amounts paid by it, whether on its own behalf or as agent, and has properly accounted for any Tax so deducted or withheld to any Government Agency (other than amounts which have yet to become payable);
 - (iii) complied with all obligations to register for the purposes of any Tax Law; and
 - (iv) complied with all obligations imposed under Tax Law in relation to the quotation of tax file numbers by employees including the guidelines under applicable privacy law and have not committed an offence in relation to the collection, recording, use or disclosure of tax file numbers.
- (b) All Tax Returns or any other document required by law (including all laws imposing or relating to income tax, fringe benefits tax, goods and services tax, payroll tax, group tax, land tax, water and municipal rates and stamp and customs duty) to be lodged or filed by the Group Companies, have been, or will be duly lodged on or before the due date for filing.
- (c) All Taxes, levies, assessments, contributions, fees, rates, duty, and other governmental or municipal charges or impositions (other than those which may be still paid without penalty or interest) for which a Group Company is liable, including any penalty or interest, have been paid or adequately provided for.
- (d) All amounts required by any Tax Law to be withheld or deducted by or on behalf of the Group Companies from any payment made by the Group

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Companies, including, salary or wages of employees have been duly withheld or deducted and, where appropriate, duly paid to the relevant Authority in accordance with the relevant law.

- (e) The office of public officer as required under any Tax Law has always been occupied.
- (f) The Group Companies have maintained accurate and complete records relating to payroll tax and all payroll tax due and payable has been paid and no amounts or liabilities are owing by the Group Companies to any Authority or person in respect of payroll tax.

21.5 Adequate and correct Records

The Group Companies have created and maintained adequate and correct Records to enable it to comply with its obligations to:

- (a) prepare and submit any information, notices, computations, returns and payments required in respect of any Tax Law;
- (b) prepare any accounts necessary for the compliance of any Tax Law; and
- (c) retain necessary Records as required by any Tax Law.

21.6 No avoidance

No Group Company has entered into or been party to any transaction or scheme under which a tax benefit has been obtained that is subject to the anti-avoidance provisions of any Tax Law.

21.7 No dispute

There is no current, pending or threatened dispute between any Group Company and the Commissioner of Taxation or with any other Authority and no such dispute is anticipated, nor is there any current, pending or threatened Tax audit or investigation of the Group Companies.

21.8 Franking account

- (a) The Group Companies will not have a franking account deficit immediately after Completion.
- (b) No act or omission of the Group Companies at or before Completion would cause the Group Companies to be liable for franking tax or have a tax offset reduced, if the income year for the Group Companies ended immediately after Completion.
- (c) There will not be any franking debit to any Group Company's franking account after Completion that relates to a transaction or arrangement entered into before Completion.

21.9 No tainting

The share capital account of the Group Companies is not tainted within the meaning of the Tax Act.

21.10 No interposed entity election

No interposed entity election (as defined in the Tax Law) is in force in relation to the Group Companies.

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21.11 Distribution statements

Each Group Company has provided, or will provide before Completion, distribution statements to its shareholders in accordance with its obligations under the Tax Law.

21.12 No debt forgiveness

No debt or other objection of a Group Company has been forgiven within the meaning of Division 245 of the Tax Act.

21.13 Division 7A

No Group Company has made any loan, distributed any property or engaged in any other transaction or arrangement which attracts the operation of Division 7A of Part III of the Tax Act.

21.14 Tax ruling

No Group Company has, nor intends to, prepare or file any tax ruling with any Government Agency.

21.15 Capital allowances

Any capitalised costs (including in respect of software development) of a Group Company, and all deductions for capital allowances and instant asset write-offs of any Group Company, have been correctly treated in accordance with Division 40 and Division 328 of the Tax Act.

21.16 Value shifting

No Group Company has been party to any transaction, arrangement, act or event which has or may result in an application of the value shifting provisions in Divisions 723, 725 and 727 of the Tax Act (or prior similar regimes).

21.17 TOFA

No Group Company has made any election or made any choice under Division 230 of the Tax Act.

21.18 Arm's length transactions

All transactions and other dealings between the Group Companies and any Related Party for the purposes of the Tax Law, have been conducted at arm's length.

21.19 Stamping

- (a) All transactions and instruments for which a Group Company is the person statutorily liable to pay Stamp Duty, or where a Group Company has agreed to pay the Stamp Duty, have been lodged with the relevant Government Agency, are stamped, are not insufficiently stamped, and in respect of such transactions or instruments the Stamp Duty has been paid and there is no requirement to upstamp on the account of an interim assessment.
- (b) No event has occurred, or will occur as a result of anything provided for in this agreement, including entry into and completion of this agreement, that may result in Stamp Duty becoming payable by a Group Company in respect of a corporate reconstruction exemption (or similar exemption/concession) from Stamp Duty that has been granted by a Government Agency.

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21.20 GST

In relation to GST, and to the extent not otherwise covered by the Tax Warranties:

- (a) each Group Company:
 - (i) is registered for GST under the GST Act where required to be registered for GST;
 - (ii) has complied in all respects with the GST Act; and
 - (iii) is not in default of any obligation to make any payment or return (including any business activity statement) or notification under the GST Act;
- (b) each Group Company has correctly claimed input tax credits on all creditable acquisitions and has held valid tax invoices in each relevant Tax Period in which the input tax credits were claimed and continues to hold those tax invoices as required by law;
- (c) there is no contract, arrangement or understanding requiring the Group Companies to supply anything which does not contain a provision enabling the Group Companies as supplier to require the other party to the contract, arrangement or understanding to pay to the Group Companies the amount of any GST for which the Group Companies (or the representative member of any GST group of which the Group Companies is or has been a member) is liable on a supply under that contract, arrangement or understanding in addition to the consideration for that supply or otherwise seek reimbursement so that the Group Companies retains the amount it would have retained but for the imposition of GST;
- (d) there is no contract, arrangement or understanding requiring the Group Companies to pay any amount in respect of GST on a supply which does not contain a provision enabling the Group Companies as recipients to require the other party to the contract, arrangement or understanding to provide to the Group Companies a tax invoice for any GST on that supply prior to the due date for payment for that supply;
- (e) there is no payment of any amount in respect of GST made by the Group Companies where the Group Companies are not contractually obliged to make such payment;
- (f) no Group Company is, nor has ever been a member of a GST group;
- (g) no Group Company is, nor has ever been a member (including a joint venture operator) of a GST joint venture; and
- (h) no Group Company has any amended assessments to which an extended or refreshed period of review could apply under section 155-70 of Schedule 1 to the Taxation Administration Act 1953 (Cth) in respect of GST.

21.21 Claw back

No Group Company has entered into any transaction or claimed any Tax Relief which may be reversed, clawed back or otherwise triggered upon Completion.

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21.22 COVID-19 stimulus

- (a) Any Group Company and any current or former Employee that received any monetary COVID-19 Pandemic related government support initiative (including any JobKeeper Payment) (each a **COVID-19 Benefit**) was at all times entitled to receive such COVID-19 Benefit.
- (b) No Group Company nor any current or former Employee received a COVID-19 Benefit in excess of its legal entitlement.
- (c) The Group Companies' applications and claims, and each current or former Employee's applications and claims, to receive a COVID-19 Benefit were appropriate and reasonable and at each time any such application or claim was made, the Group Companies or current or former Employee (as applicable) was eligible to receive the COVID-19 Benefit.
- (d) The Group Companies complied with all eligibility requirements for the receipt of JobKeeper Payments as required by a Government Agency from time to time, including but not limited to the requirements of the *Coronavirus Economic Response Package (Payments and Benefits) Rules 2020* as amended by the *Coronavirus Economic Response Package (Payments and Benefits) Amendment Rules (No. 2) 2020*.

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Schedule 8

Buyer Warranties

1 Capacity and authority

1.1 Corporate power and authority

- (a) The Buyer is duly incorporated and validly exists under the Law of its place of incorporation.
- (b) The Buyer has full corporate power and lawful authority to execute and deliver this agreement and to consummate and perform its obligations under this agreement.
- (c) The Buyer has taken all necessary corporate action to authorise its entry into this agreement.
- (d) The Buyer has the right to enter into this agreement and comply with it.
- (e) This agreement constitutes a legal, valid and binding obligation on each of the Buyer and is enforceable by Law.
- (f) Other than as provided in this agreement, the Buyer does not require consents or approvals from any third parties or Government Agency to execute, deliver and perform its obligations under this agreement.

1.2 No breach or default

The execution, delivery and performance of this agreement does not and will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach or default by the Buyer under:

- (a) its constitution;
- (b) a contract, court order, process or judgment, determination of a Government Agency or a Law to which the Buyer is a party or is subject to or by which it is bound; or
- (c) any material term or provision of any security arrangement, undertaking, agreement or deed to which it is a party or is subject to by which it is bound.

2 No trust

The Buyer enters into and performs this agreement on its own account and not as trustee for or nominee of any other person.

3 Solvency

The Buyer is not the subject of an Insolvency Event and, as far as the Buyer is aware, there are no circumstances that justify the Buyer being the subject of an Insolvency Event.

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4 Corporate structure

- (a) Legal and beneficial title to all of the issued share capital and other securities of the Buyer is held by Holdco.
- (b) Other than to another Buyer Group Member, the Buyer is under no obligation, whether or not subject to any condition, to:
 - (i) issue, allot, create, sell, transfer or otherwise dispose of any securities to any person; or
 - (ii) grant any warrant, option or right of first refusal or offer in respect of any securities.

5 Assets

None of the property, assets, undertakings, goodwill or uncalled capital of the Buyer is subject to any Encumbrance or any agreement or commitment to give or create any Encumbrance.

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Schedule 9

HoldCo Warranties

1 Capacity and authority

1.1 Corporate power and authority

- (b) HoldCo is duly incorporated and validly exists under the Law of its place of incorporation.
- (c) HoldCo has full corporate power and lawful authority to execute and deliver this agreement and to consummate and perform its obligations under this agreement.
- (d) HoldCo has taken all necessary corporate action to authorise its entry into this agreement.
- (e) HoldCo has the right to enter into this agreement and comply with it.
- (f) This agreement constitutes a legal, valid and binding obligation on HoldCo and is enforceable by Law.
- (g) Other than as provided in this agreement, HoldCo does not require consents or approvals from any third parties or Government Agency to execute, deliver and perform its obligations under this agreement.

1.2 No breach or default

The execution, delivery and performance of this agreement does not and will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach or default by HoldCo under:

- (a) its constitution;
- (b) a contract, court order, process or judgment, determination of a Government Agency or a Law to which HoldCo is a party or is subject to or by which it is bound; or
- (c) any material term or provision of any security arrangement, undertaking, agreement or deed to which it is a party or is subject to by which it is bound.

2 No trust

HoldCo enters into and performs this agreement on its own account and not as trustee for or nominee of any other person.

3 Solvency

HoldCo is not the subject of an Insolvency Event and, as far as HoldCo is aware, there are no circumstances that justify HoldCo being the subject of an Insolvency Event.

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4 Corporate Structure

Other than pursuant to the Transaction Documents, the Buyer is under no obligation, whether or not subject to any condition, to:

- (a) issue, allot, create, sell, transfer or otherwise dispose of any securities to any person; or
- (b) grant any warrant, option or right of first refusal or offer in respect of any securities.

Consideration Shares

- (c) Other than the Consideration Shares and any shares which HoldCo is required to issue pursuant to the Transaction Documents, HoldCo is under no obligation, whether or not subject to any condition, to:
 - (i) issue, allot, create, sell, transfer or otherwise dispose of any securities to any person; or
 - (ii) grant any warrant, option or right of first refusal or offer in respect of any securities.
- (d) The Consideration Shares:
 - (i) will be validly allotted and issued as fully paid ordinary shares, ranking equally with other fully paid HoldCo Ordinary Shares on issue as at the Completion Date, to the respective Sellers and will not have been allotted or issued or transferred in breach of any pre-emptive or similar rights of any person or contract which is binding on HoldCo;
 - (ii) immediately following Completion:
 - (A) will comprise of 49% of the issued HoldCo Ordinary Shares; and
 - (B) will have no money owing in respect of them.

5 Assets

None of the property, assets, undertakings, goodwill or uncalled capital of HoldCo is subject to any Encumbrance or any agreement or commitment to give or create any Encumbrance.

6 No Trading

On and from the date of their incorporation, HoldCo and the Buyer have not carried on any business, traded, acquired assets, incurred any liabilities or taken any other action before Completion other than, in the case of HoldCo and the Buyer, entry into and complying with the terms of the Transaction Documents.

Schedule 10

Guarantor Warranties

1 Capacity and authority

1.1 Power and authority

- (a) Each Guarantor has full power and lawful authority to execute and deliver this agreement and to consummate and perform its obligations under this agreement.
- (b) Each Guarantor has taken all necessary action to authorise its entry into this agreement.
- (c) Each Guarantor has the right to enter into this agreement and comply with it.
- (d) This agreement constitutes a legal, valid and binding obligation on each Guarantor and is enforceable by Law.
- (e) Each Guarantor does not require consents or approvals from any third parties or Government Agency to execute, deliver and perform its obligations under this agreement.

1.2 No breach or default

The execution, delivery and performance of this agreement does not and will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach or default by a Guarantor under:

- (a) a contract, court order, process or judgment, determination of a Government Agency or a Law to which a Guarantor is a party or is subject to or by which it is bound; or
- (b) any material term or provision of any security arrangement, undertaking, agreement or deed to which it is a party or is subject to by which it is bound.

2 No trust

Each Guarantor enters into and performs this agreement on its own account and not as trustee for or nominee of any other person.

3 Solvency

In respect of each Guarantor:

- (a) the person is not bankrupt or insolvent and has not stopped or suspended, or threatened to stop or suspend, payment of all or a class of its debts;
- (b) no voluntary arrangement has been proposed or reached by the person with any of their creditors;

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- (c) no receiver, receiver and manager, trustee, administrator or agent in possession has been appointed over all or any part of the assets or undertaking of the person and there are no circumstances justifying such an appointment; or
- (d) no writ of execution has been issued against the person and there are no circumstances justifying such a writ.

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Schedule 11

Leased Property

No.	Leased Property Location	Sub-lessee	Sub-lessor	Head Landlord
1	Part of Level 8, 100 Skyring Terrace, Newstead, QLD 4006	Redchip Lawyers Pty Ltd ACN 136 969 358	Australian Company Incorporation Services Pty Ltd ACN 131 906 851	Growthpoint Properties Australia Limited as custodian of the Newstead Property Trust

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Schedule 12

Intellectual Property

Registered Trade Marks

Trademark details	Number	Registrant	Goods/Services	Status
	1653441	ACIS Holdings Pty Ltd	<p>Class 35: Company record-keeping, compilation of company information, searches relating to company information, provision of information in relation to business administration, registry services (administration services being recording and maintaining lists and information for others), acquisition of commercial information; business information; compilation of commercial information; dissemination of commercial information, providing business information via a website, provision of business management information, provision of commercial information, provision of information in relation to business management, provision of information relating to business, research of business information</p> <p>Class 36: Advisory services relating to unit trusts, trust advice, trust services, unit trust services, trust establishment services, trust variation services, self managed super fund establishment services, self-managed super fund variation services, provision of trust deeds, provision of trust secretarial services, trust deed maintenance services, including online</p> <p>Class 45: Company registration services, registration services (legal), administration services (legal) for businesses, information services relating to legal matters, legal enquiry services, legal information services, providing information, including online, about legal services, provision of information relating to legal services, provision of legal information, compilation of legal information, company secretarial services (legal), online ordering systems</p>	Registered / protected.
Acis	1653442	ACIS Holdings Pty Ltd	<p>Class 35: Company record-keeping, compilation of company information, searches relating to company information, provision of information in relation to business administration, registry services (administration services being recording and maintaining lists and information for others), acquisition of commercial information; business information; compilation of commercial information; dissemination of commercial information,</p>	Registered / protected.

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Trademark details	Number	Registrant	Goods/Services	Status
			providing business information via a website, provision of business management information, provision of commercial information, provision of information in relation to business management, provision of information relating to business, research of business information Class 36: Advisory services relating to unit trusts, trust advice, trust services, unit trust services, trust establishment services, trust variation services, self managed super fund establishment services, self-managed super fund variation services, provision of trust deeds, provision of trust secretarial services, trust deed maintenance services, including online Class 45: Company registration services, registration services (legal), administration services (legal) for businesses, information services relating to legal matters, legal enquiry services, legal information services, providing information, including online, about legal services, provision of information relating to legal services, provision of legal information, compilation of legal information, company secretarial services (legal), online ordering systems	
SuperDepot	1838495	ACIS Holdings Pty Ltd	Class 36: Administration of trusts; Trust management; Trust services Class 45: Provision of legal information; Legal document preparation services	Registered / protected.
	1838511	ACIS Holdings Pty Ltd	Class 36: Administration of trusts; Trust management; Trust services Class 45: Provision of legal information; Legal document preparation services	Registered / protected.

Registered Domain Names

Domain name	Registrant	Status
acis.com.au	Australian Company Incorporation Services Pty Ltd	ok
acis.net.au	Australian Company Incorporation Services P/L	serverRenewProhibited
acislegal.online	Private Registry Authority	clientTransferProhibited
acislegal.net	Private Registry Authority	clientTransferProhibited
acislegal.com	Private Registry Authority	clientTransferProhibited

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Domain name	Registrant	Status
acislegal.net.au	Australian Company Incorporation Services Pty Ltd	serverRenewProhibited
acislegal.com.au	Australian Company Incorporation Services Pty Ltd	serverRenewProhibited
cst.com.au	CST Corporate Solutions Pty Ltd	clientDeleteProhibited serverRenewProhibited
cstdocuments.com	Private Registry Authority	clientTransferProhibited
cstdocuments.com.au	CST Corporate Solutions Pty Ltd	serverRenewProhibited
quickcompanies.com.au	Australian Company Incorporation Services Pty Ltd	serverRenewProhibited
reviewa.net.au	Reviewa Pty Ltd	serverRenewProhibited
superdepot.net.au	Australian Company Incorporation Services Pty Ltd	ok
hairfollicletestingaustralia.net.au**	Australian Company Incorporation Services Pty Ltd	serverRenewProhibited
jacintacallaghan.com.au**	Australian Company Incorporation Services Pty Ltd	serverRenewProhibited
lauderbeauty.com.au**	Australian Company Incorporation Services Pty Ltd	serverRenewProhibited
optimumhealthclinic.com.au**	Australian Company Incorporation Services Pty Ltd	serverRenewProhibited
trustdepot.online**	Private Registry Authority	clientTransferProhibited
trustdepot.net.au	Australian Company Incorporation Services Pty Ltd	serverRenewProhibited
whytaketherisk.com.au	Australian Company Incorporation Services Pty Ltd	serverRenewProhibited

Business Names

Nil.

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Schedule 13

Encumbrances

Part A – Encumbrances

No.	Grantor	PPSR Registration No.	Secured Party	Start Date	End Date	Collateral Type	Collateral description
Acis Sellers							
1	Echelon Pty Ltd ACN 097 166 197	201112141594692	Esanda Finance Corporation Limited	07/05/2012	No stated end time	Commercial	All present and after-acquired property - No exceptions -
		201112151116060	Australia and New Zealand Banking Group Limited	29/04/2012	No stated end time	Commercial	All present and after-acquired property – No exceptions -
		201112160081357	Esanda Finance Corporation Limited	08/05/2012	No stated end time	Commercial	All present and after-acquired property - No exceptions -
		201112160124950	Westpac Banking Corporation	29/04/2012	No stated end time	Commercial	All present and after-acquired property - No exceptions -
		201112160487847	Esanda Finance Corporation Limited	30/04/2012	No stated end time	Commercial	All present and after-acquired property - No exceptions -
		201112280451092	Westpac Banking Corporation	30/01/2012	No stated end time	Commercial	All present and after-acquired property – With exceptions - Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (including selling or leasing it) occur without the secured party's consent

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No.	Grantor	PPSR Registration No.	Secured Party	Start Date	End Date	Collateral Type	Collateral description
		201803230004515	Westpac Banking Corporation	23/03/2018	No stated end time	Commercial	All present and after-acquired property – With exceptions - Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (including selling or leasing it) occur without the secured party's consent.
2	The Echelon Trust ABN 55 461 001 906	201803230004267	Westpac Banking Corporation	23/03/2018	No stated end time	Commercial	All present and after-acquired property - With exceptions - Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (including selling or leasing it) occur without the secured party's consent.
ATMP Sellers							
3	Astral Weeks Pty Ltd	201310160071102	Westpac Banking Corporation	16/10/2013	No stated end time Changed: 16/10/2013	Commercial	All present and after-acquired property - With exceptions - Except any Personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (Including selling or leasing it) occur without the secured party's consent.
4	Raceteak Pty Ltd	201112092541645	MIMIA Pty Limited	30/01/2012	No stated end time Changed: 20/04/2012	Commercial	All present and after-acquired property - No exceptions
5	FFTB Pty Ltd	201112150919352	National Australia Bank Limited	30/01/2012	No stated end time Changed: 29/04/2012	Commercial	All present and after-acquired property - No exceptions

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No.	Grantor	PPSR Registration No.	Secured Party	Start Date	End Date	Collateral Type	Collateral description
		201112150950711	National Australia Bank Limited	30/01/2012	No stated end time Changed: 29/04/2012	Commercial	All present and after-acquired property - No exceptions
		201112203634629	National Australia Bank Limited	30/01/2012	No stated end time Changed: 30/01/2012	Commercial	All present and after-acquired property - No exceptions
		201310160037169	Westpac Banking Corporation	16/10/2013	No stated end time Changed: 16/10/2013	Commercial	All present and after-acquired property - With exceptions - Except any Personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (Including selling or leasing it) occur without the secured party's consent.
		201401250051889	National Australia Bank Limited	25/01/2014	No stated end time Changed: 25/01/2014	Commercial	All present and after-acquired property - No exceptions
6	The Kerrigan Number 1 Family Trust ABN 61 596 674 665	201310160037803	Westpac Banking Corporation	16/10/2013	No stated end time Changed: 16/10/2013	Commercial	All present and after-acquired property - With exceptions - Except any Personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (Including selling or leasing it) occur without the secured party's consent
		201401240360615	National Australia Bank Limited	24/01/2014	No stated end time Changed: 24/01/2014	Commercial	All present and after-acquired property - No exceptions

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Part B – Permitted Encumbrances

No.	Grantor	PPSR Registration No.	Secured Party	Start Date	End Date	Collateral Type	Collateral description
Group Companies							
1	Acis Holdings Pty Ltd	201712180033204	Westpac Banking Corporation	18/12/2017	No stated end time	Commercial	All present and after-acquired property - With exceptions - 'Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the collateral (including selling or leasing it) occur without the secured party's consent'.
2	Acis Services Pty Ltd	201112072958118	Australia and New Zealand Banking Group Limited	25/04/2012	No stated end time	Commercial	All present and after-acquired property - No exceptions
		201112091421417	Esanda Finance Corporation Limited	26/04/2012	No stated end time	Commercial	All present and after-acquired property - No exceptions
		201112151196246	Esanda Finance Corporation Limited	08/05/2012	No stated end time	Commercial	All present and after-acquired property – No exceptions
		201112151197961	Toyota Finance Australia Ltd	12/06/2014	No stated end time	Commercial	All present and after-acquired property – No exceptions
		201112170680918	Esanda Finance Corporation Limited	28/04/2012	No stated end time	Commercial	All present and after-acquired property – No exceptions
		201510290008389	Westpac Banking Corporation	29/10/2015	No stated end time	Commercial	All present and after-acquired property – With exceptions - Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of the secured party. It will be a breach of the security agreement if certain dealings in the

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No.	Grantor	PPSR Registration No.	Secured Party	Start Date	End Date	Collateral Type	Collateral description
3	CST Documents	201408060059465	Fujifilm Leasing Australia Ltd	22/06/2021	27/01/2027	Commercial	collateral (including selling or leasing it) occur without the secured party's consent
			Fujifilm Business Innovation Australia Pty Ltd				
		201408060059465	Fujifilm Leasing Australia Ltd	22/06/2021	27/01/2027	Commercial	Other goods - Printer and/or copier equipment and any other goods which are the subject of one or more lease, rental or other supply agreements.
			Fujifilm Business Innovation Australia Pty Ltd				
201408060059465	Fujifilm Leasing Australia Ltd	22/06/2021	27/01/2027	Commercial	Other goods - Printer and/or copier equipment and any other goods which are the subject of one or more lease, rental or other supply agreements.		
	Fujifilm Business Innovation Australia Pty Ltd						
4	Acis	201506100061395	Bank of Queensland Limited	10/06/2015	10/06/2022	Commercial	Other goods
			Bank of Queensland Limited				
		201506100061400	Konica Minolta Business Solutions Australia Pty Ltd	04/09/2018	No stated end time	Commercial	Other goods
			Westpac Banking Corporation				
		201902220002708	Westpac Banking Corporation	22/02/2019	No stated end time	Commercial	All present and after-acquired property - With exceptions - Except any personal property of the grantor which is not from time to time subject to a security agreement in favour of

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No.	Grantor	PPSR Registration No.	Secured Party	Start Date	End Date	Collateral Type	Collateral description
							the secured party. It will be a breach of the security agreement if certain dealings in the collateral (including selling or leasing it) occur without the secured party's consent.
		201906120020663	Elgas Limited	22/02/2020	12/06/2026	Commercial	Other goods – Collateral supplied by the Secured Party
		201907040019492	Westpac Banking Corporation	04/07/2019	04/07/2026	Commercial	Motor vehicle
		202004220006850	Westpac Banking Corporation	22/04/2020	22/04/2027	Commercial	Other goods - 2. 2020 Office Equipment
5	Acis Nominees Pty Ltd	201608090020792	Bristle Guardians Pty Ltd Bristle Roofing (East Coast) Pty Ltd Brickworks Building Products (NZ) Pty Ltd Others	02/05/2019	09/08/2023	Commercial	Other goods - All goods supplied by the secured party to the grantor including but not limited to clay, concrete and timber products and related goods.
6	Acis Settlements	201604060023202	Infrabuild Trading Pty Ltd Infrabuild Construction Solutions Pty Ltd Onesteel Recycling Pty Ltd Others	24/09/2020	05/04/2023	Commercial	Other goods - All goods, products or materials sold or supplied by one or more entities comprising the Secured Party to the Grantor from time to time

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No.	Grantor	PPSR Registration No.	Secured Party	Start Date	End Date	Collateral Type	Collateral description
		201610120043814	Temperzone Australia Pty Ltd	12/10/2016	12/10/2023	Commercial	Other goods - All goods, equipment and/or other tangible property (including any accessions to those goods, equipment and/or property) sold, leased, hired, rented, bailed, supplied on consignment, sold subject to a conditional sale agreement including retention of title or otherwise made available by the secured party to the grantor.
		201612130043526	Silver Chef Rentals Pty Ltd	28/09/2018	13/12/2023	Commercial	Other goods - Hospitality Goods
		201612130043542	Silver Chef Rentals Pty Ltd	28/09/2018	13/12/2023	Commercial	Other goods - Hospitality Goods
		201612130043561	Silver Chef Rentals Pty Ltd	28/09/2018	13/12/2023	Commercial	Other goods - Hospitality Goods
		201704010063378	Elgas Limited	22/09/2020	31/03/2024	Commercial	Other goods – All goods now and in future supplied, bailed or otherwise made available by the secured party to grantor including but not limited to all gas, bulk gas facilities, exchange cylinders, equipment, consumables and rental cylinders.
		201704130060200	Visy Logistics No 2 Pty Ltd	23/09/2021	12/04/2024	Commercial	Other goods - All goods, services, products, materials and equipment sold, supplied, delivered, leased, consigned or otherwise made available to the Grantor by or on behalf of a Secured Party or any of its related entities from time to time including but not limited to: any goods, products, materials or equipment marked with a Visy logo or trademark; expressed to be produced, manufactured, delivered or made available by Visy.
			Regional Recyclers Pty Ltd				
			Visy Automation International Pty Ltd				
			Others				
		201709150061659	Hastings Deering (Australia) Limited	15/09/2017	15/09/2024	Commercial	Motor vehicle

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No.	Grantor	PPSR Registration No.	Secured Party	Start Date	End Date	Collateral Type	Collateral description
		201710160057959	Mercedes-Benz Financial Services Australia Pty Ltd	13/11/2020	13/11/2027	Commercial	Motor vehicle
		201812270039177	Suncorp-Metway Limited	28/02/2019	27/12/2043	Commercial	Intangible property - General intangible - Financial Institution Suncorp Deposit Account no. 166948880
		201903120029325	Godfrey Hirst Australia Pty Ltd	20/05/2019	12/03/2044	Commercial	Other goods - carpets and floorcoverings and other related goods
		201903120046917	Feltex Carpets Pty Ltd	20/05/2019	12/03/2044	Commercial	Other goods - carpets and floorcoverings and other related goods
		201904300084440	Goodyear & Dunlop Tyres (Aust) Pty Ltd	16/03/2021	30/04/2026	Commercial	Other goods - All tyres, wheels, batteries and related products and/or services supplied by Goodyear & Dunlop Tyres (AUST) Pty Ltd and/or related companies or persons including but not limited to Goodyear, Dunlop, Sava, Kelly Tyres, Roadstone, Diamond Back, Triangle, Bluestreak, Geotred, South Pacific Tyres
		201907050021282	Reef Brazil (Aust.) Pty Ltd	05/07/2019	05/07/2026	Commercial	Other goods - footwear, apparel, accessories
		201907170061784	Westpac Banking Corporation	29/01/2021	17/07/2026	Commercial	Motor vehicle
		202011040011025	Elgas Limited	04/11/2020	04/11/2027	Commercial	Other goods – All goods now and in future supplied, bailed or otherwise made available by the secured party to grantor including but not limited to all gas, bulk gas facilities, exchange cylinders, equipment, consumables and rental cylinders.
		202101250029590	BOC Limited	25/01/2021	25/01/2028	Commercial	Other goods – All goods now and in future supplied bailed or otherwise made available by the secured party to the grantor including but not limited to all gas, bulk gas facilities,

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No.	Grantor	PPSR Registration No.	Secured Party	Start Date	End Date	Collateral Type	Collateral description
		202111260047942	Oji Fibre Solutions (QLD) Pty Ltd	26/11/2021	26/11/2028	Commercial	Other goods – All goods and equipment sold, hired, rented, leased, bailed, consigned or otherwise made available to the Grantor by the Secured Party.
Reviewa shareholder							
7	David Ingram	201308060074398	Macquarie Bank Limited	06/08/2013	No stated end time	Commercial	Financial property – Investment instrument 709,707 Ordinary Shares in the share capital of Auscover Holdings Pty Limited ACN 116 153 121
		201308060074708	Macquarie Bank Limited	06/08/2013	No stated end time	Commercial	Financial property – Investment instrument 434,222 Ordinary Shares in the share capital of Auscover Holdings Pty Ltd ACN 116 153 121
ATMP Sellers							
8	Astral Weeks Pty Ltd	201310160072180	Westpac Banking Corporation	16/10/2013	No stated end time Changed: 16/10/2013	Commercial	Financial property – Investment instrument - Redship Lawyers Pty Ltd ACN 136 969 358, 1,517,975 Ordinary Fully Paid Shares.
9	Raceteak Pty Ltd	201308060074351	Macquarie Bank Limited	06/08/2013	No stated end time Changed: 06/08/2013	Commercial	Financial property – Investment instrument - 2060603 Ordinary Shares in the share capital of Auscover Holdings Pty Limited ACN 116 153 121
10	FFTB Pty Ltd	201302260069217	Management Assistance Pty Ltd	26/02/2013	30/06/2027 11:59 PM Changed: 11/02/2014	Commercial	Financial property - Investment instrument - 865 ORDINARY SHARES held by FFTB Pty Ltd ACN 057 658 401 ATF the Kerrigan Family Trust IN SNELLEMAN TOM HOLDINGS PTY LTD ACN 098 321 709

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No.	Grantor	PPSR Registration No.	Secured Party	Start Date	End Date	Collateral Type	Collateral description
		201310160039762	Westpac Banking Corporation	16/10/2013	No stated end time Changed: 16/10/2013	Commercial	Financial property - Investment instrument - Snelleman Tom Pty Ltd ACN 093 585 614 , 864990 Ordinary Fully Paid Shares
11	The Kerrigan Number 1 Family Trust ABN 61 596 674 665	201310160040195	Westpac Banking Corporation	16/10/2013	No stated end time Changed: 16/10/2013	Commercial	Financial property - Investment instrument - Snelleman Tom Pty Ltd ACN 093585614 , 864990 ordinary fully Paid Shares

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Schedule 14

Restructure

The below sets out a high level overview of the legal steps required to effect the Restructure.

- David Ingram will transfer the legal title to the entire issued share capital of Reviewa to the Company for nominal consideration.
- The entire issued share capital of CST Documents will be transferred by the Company to a third party for nominal consideration.
- The Company and each of its wholly owned subsidiaries will elect to form an income tax consolidated group.

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- 080709 FY22_Normalisations_KPMG
- 080710 FY22_Consolidated Balance Sheet_November
- 0808 ACIS Group - 2021 Consolidation
- 0809 ACIS Group of Companies - Consolidated Monthly Profit and Loss - July 2019 to Sept 2021
- 0810 ACIS Group of Companies - Consolidated Monthly Profit and Loss - July 2019 to Sept 2021 v2
- 0811 Acis Model V1.9 Revenue NET ASIC 7Dec21
- 0812 FY22_Monthly Normalisations_KPMG (to Dec 2021)
- 0812.02 FY22_Monthly Normalisations_KPMG (to Dec 2021) (Updated)
- 09 Employment, privacy and superannuation
 - 0901 Employees
 - 0902 Work Cover wages actual

- 0903 Acis Employment Agreement
- 0904 Payroll Activity Summary
- 0905 Payroll and Leave
- 0906 Annual Leave
- 0907 Long Service Leave
- 0908 Loan Agreement - Acis Pty Ltd and CTO.asd
- 0909 Mortgage
- 0910 Acis Dismissal last 3 years
- 0911 Employee Remuneration 051121
- 0912 [2017-09-21] Letter to Michael Nielsen - Acis EPS
- 0913 ACIS Equity Participation Scheme Rules
- 0914 Leave Balances 300621
- 0915 Leave Balances 311021
- 0916 Privacy policies
 - 0916B01 Acis Privacy Policy Website 10112021
 - 0916B02 Acis Terms Conditions_Website_10112021
 - 0916B03 Reviewa Privacy Policy_Final
 - 0916B04 Reviewa Terms and Conditions_Final
 - 0916B05 SuperDepot Privacy Policy
 - 0916B06 SuperDepot terms conditions
- 0917 Xtramedia Agreement 17OCT14
- 0918 ACIS Equity Participation Scheme Rules - Michael Nielsen SIGNED
- 0919 ACIS staff that are not on executive service contracts.071221
- 0920 2021FY Annual Rec
- 09B21 Belinda Rae Topping_Acis_Confirmation of Employment_Signed
- 09B22 Ella Elizabeth Bromback_Acis_Confirmation of Employment_Signed
- 09B23 Frankie Joshua Foley_Acis_Confirmation of Employment_Signed
- 09B24 James Kieran Creevy_Acis_Confirmation of Employment_Signed
- 09B25 Kylie Anne Jolliffe_Acis_Confirmation of Employment
- 09B26 Mark Bromback_Acis_Confirmation of Employment_Signed
- 09B27 Michael John Nielsen_Acis_Confirmation of Employment_Signed
- 09B28 Paul Sheldrick_Acis_Confirmation of Employment_Signed
- 09B29 Stephen Harvey Employment Agreement_Signed 131221
- 10 Insurances
 - 1001 Certificate of Currency 201905
 - 1002 Policy Schedule 201905
 - 1003 Business Interruption Worksheet
 - 1004 Business Interruption Invoice
 - 1005 Policy Wording - IUA II 0419
 - 1006 Business Pack Wording
 - 1007 Corporate Travel Policy Wording

-  1008 Insurance Summary 23.10.20
-  1009 Corporate Travel Invoice
-  1010 Business Interruption Policy Wording
-  1011 Business Pack Invoice
-  1012 Management Liability Invoice
-  1013 Liberty AU Corporate Travel PDS and Policy Wording - June 2019
-  1014 Policy - 2000009378
-  1015 Management Liability Wording
-  1016 Management Liability Statement as at 28.10.19
-  1017 Castlereagh Street Certificate
-  1018 Policy Doc_FF_19-20_ACIS Holdings Pty Ltd
-  1019 Skyring Terrace Certificate
-  1020 Travel Certificate
-  1021 Acis Legal Insurance Cover Certificate 2020
-  1022 Management Liability Endorsements
-  1023 BI Certificate
- 1024 Insurance renewals
 -  1024B01 5155212BI Worksheet (BIW2)
 -  1024B02 AHI - CT 05102021
 -  1024B03 BI - IUA - 5108190IUA Policy Wording - IUA II 1021 - Q
 -  1024B04 BI Invoice
 -  1024B05 Bus Pak Invoice.
 -  1024B06 Chubb - ML 10-643-0421 Forefront Portfolio Policy Wording (Ed. 04-21) - Marketplace
 -  1024B07 CT Invoice.
 -  1024B08 ML Invoice
 -  1024B09 QBE - BUS PAK - QM485-0721 Steadfast Business Pack Insurance Policy
 -  1024B10 Renewal Letter 28.10
 -  1024B11 Statement @ 28.10.2021
- 1025 Lexon Insurance
 -  102501 100667 - Schedule 2021
 -  102502 Lexon Master Policy 2021-22
 -  102503 Outline of Changes - Master Policy 2021-22
- 1026 Certificate of Currency
 -  102601 02U234264BPKCofC
 -  102602 20211201A2FA369A-D44C-C08A-9600-7D7494400000
 -  102603 5170916BI Certificate of Currency 202110
 -  102604 AUML008758 - 31102021 - PolicySchedule (NB) - Redchip Lawyers Pty Ltd (1)
 -  102605 Certificate of Currency
 -  102606 CY Certificate of Insurance.pdf
-  1027 CertificateOfCurrency__13048787 280721
-  1028 iCare premium 10MAY21

 1029 icare workers insurance premium is almost due - 108012201 - CST DOCUMENTS PTY LTD 270721

 1030 WAB110667083_13048787 080721

 1031 WAB110667083_DOW_20210708135210711

 1032 WAB110667083_InterimCOC 22FY

 1033 WorkCover Insurance Revised Annual Renewal 130721

 10B34 CY Certificate of Insurance 020222

 10B35 DUAL Australia Cyber Liability and Privacy Protection Insurance 11.20

11 ACIS Business Overview

 1101 Acis_Business_Overview_Sep_2021

12 Information Request List

 1201 1101 Pemba ACIS - RFI 9Nov21_upload

 1202 1101 Pemba ACIS - RFI 12Nov21_upload

 12B03 1101 Pemba ACIS - RF_Acis comments 6Dec21

13 Legal DD responses

 13B01 3436-6120-2199-v6 - Project Fairway - Management Call Agenda - 15.12.2021

Project Fairway - Q&A Report

3747	Question Date: 2021-11-10 09:04 Submission Date: 2021-11-10 09:04 Priority: High Answered: Yes Status: Disclosed	User: Pembra Vladimir Vukic Disclosure: All Data Room Users Has Undisclosed Answers: No Internal Gavin Barnes Age: 80d 22h 02m Date: 2021-11-22 16:21
	Subject: Transaction perimeter clarifications Question: We note that CST Documents Pty Ltd is a wholly owned subsidiary of Acis Holdings Pty Ltd but (i) is not included in the Acis Group Structure document in the data room, and (ii) no company registers have been provided in respect of it. Please clarify if CST is intended to be included within the transaction perimeter. We also note that Acis Settlements Pty Ltd and Reviewa Pty Ltd are not group companies but are related entities and provide services to the group. Please explain your intentions in respect of these entities and the services provided by them going forward.	
	Answer #1 Date: 2021-11-22 16:21 Disclosed: Yes Answer: CST Documents Pty Ltd is not included in the transaction, the entity will be shortly deregistered. User: Internal Gavin Barnes Attachments:	
9357	Question Date: 2021-11-11 17:55 Submission Date: 2021-11-11 17:55 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Vladimir Vukic Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 79d 21h 25m Date: 2021-11-23 16:58
	Subject: Market share Question: In the Acis_Business_Overview_Sep_2021 document, you indicate that you have an 8% market share. Could you please provide us with some of the backup information that you have used to derive this market share figure (understand that all estimates are imprecise etc)? This will help us with our own triangulation of the market and indirectly how we think about the narrow and broader (including adjacencies) markets.	
	Answer #1 Date: 2021-11-23 16:56 Disclosed: Yes Answer: Companies Please find attached a spreadsheet that shows the number of company incorporations nationally and the number of incorporations made via Acis. For example at cell B4 it shows 414/18. This means for the month of November 2020 there were 414 companies established in the ACT and 18 via the Acis network. The state by state national numbers is extracted from the ASIC database, whilst the Acis numbers come from our own records. At cell K28 and K29 you will see the aggregated number. We are able to extend the date range if requested. Trust and Superannuation Funds There is no repository of knowledge on the number of trusts that are established nationally. However we are aware that whilst companies can be created by the un-sophisticated person, the same does not ring true with trust structures. We have previously reviewed the ratios of companies and trusts established via our competitors, when we have reviewed their financial performance. We can share that Acis produces companies and SMSFs at higher ratios to the norm.	
3747.1	Question Date: 2021-11-16 10:32 Submission Date: 2021-11-16 10:32 Priority: High Answered: Yes Status: Disclosed	User: Pembra Vladimir Vukic Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 83d 22h 17m Date: 2021-11-19 16:06
	Subject: Transaction perimeter clarifications Question: Can you please upload filings related to Acis Settlements and Reviewa entities? Related Questions: #3747 Transaction perimeter clarifications	
	Answer #1 Date: 2021-11-19 16:06 Disclosed: Yes Answer: Please see document reference 0119 and 0120 for Acis Settlements and Reviewa, respectively. Related Documents: 01 Corporate Matters > 0119 ASIC On-File Report Current - ACIS SETTLEMENTS PTY. LTD. ACN 081 961 391.pdf 01 Corporate Matters > 0120 ASIC On-File Report Current - REVIEWA PTY LTD ACN 636 118 217.pdf	
1166	Question Date: 2021-11-19 15:21 Submission Date: 2021-11-19 15:21 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Andrew Cawthron Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 78d 20h 11m Date: 2021-11-24 18:12
	Subject: Historical Financials Question: Please advise why the reported EBITDA for FY18 (\$667,055), FY19 (\$652,101) and FY20 (\$1,702,533) per VDR document 08.07 differ to the reported EBITDA for FY18 (\$638,213), FY19 (\$618,230) and FY20 (\$1,650,166) per VDR document 08.03.07? The difference appears to be due to the fact the EBITDA in VDR document 08.07 is duplicating the add back for depreciation (refer rows 154 & 155 per the 'P&L' tab)?	
	Related Documents: 08 Financial 0803 Management accounts > 080307 ACIS Group - Consolidation 2018 to 2020.xlsx 08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx	
	Answer #1	

Project Fairway - Q&A Report

Date: 2021-11-24 17:55 **User:** Internal Matt Hargreaves
Disclosed: Yes **Attachments:**
Answer: There is an error in row 155 of VDR 08.07, the Depreciation add back has been duplicated as we had initially prepared row 154 and row 155 as a single line, then decided to split, which left the depreciation figures for FY18, FY19 and FY20 in both rows.

605 **Question Date:** 2021-11-19 15:27 **User:** Pembra Andrew Cawthron

Submission Date: 2021-11-19 15:27

Priority: Medium

Disclosure: All Data Room Users

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 78d 00h 25m

Date: 2021-11-25 13:58

Subject: COVID-19 Normalisation Adjustment - Q4 FY20

Question: With reference to the COVID-19 normalisation adjustment applied to the Mar-20 to Jun-20 period, please could you explain the following:

(i) why the reported GM% for Q4 FY20 (45%) is considerably higher than the reported GM% for the Q1-Q3 FY20 period (40%)?

(ii) why the normalised GM% for Q4 FY20 (47%) has increased relative to the reported GM% for Q4 FY20 (45%)?

Our expectation is that the normalised GM% should be consistent with the reported GM% for Q4 FY20, unless there is a suitable explanation otherwise.

Related Documents:

04 Information Technology > 0402 Acis Normalised EBITDA FY20.pdf

Answer #1

Date: 2021-11-25 13:14

User: Internal Matt Hargreaves

Disclosed: Yes

Attachments:

Answer: The methodology to calculate the normalisation was as follows:

Sales:

1. Sales YoY growth for July 2019 to Feb 2020 was 4% on the previous year

2. Sales YoY growth for July 2020 to August 2020 was 11% on the previous year

3. We took a conservative estimate of 6% YoY growth for the normalisation period of March 2020 to June 2020.

COGS:

1. COGS YoY growth July 2019 to Feb 2020 was a reduction of 2%

2. We took prior year COGS for March 2019 to June 2019 and reduced these by 2% to continue the same trend.

3. As we were also increasing sales for the same period, we then increased the COGS figure calculated at the step above and increased by 6% to match the sales growth rate.

618 **Question Date:** 2021-11-22 07:06 **User:** Pembra Vladimir Vukic

Submission Date: 2021-11-22 07:06

Priority: High

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Sam Sheppard

Age: 77d 03h 52m

Date: 2021-11-26 10:31

Subject: Capex

Question: Can you please provide an estimate for capex and / or IT spend more broadly in FY23 / FY24 (to the extent possible)?

- When (approximately) is the Acis 2.0 / Salesforce migration expected to complete?

- When (approximately) is the Reviewa initial investment expected to complete?

Answer #1

Date: 2021-11-26 10:31

User: Internal Sam Sheppard

Disclosed: Yes

Attachments:

Answer: - Please see document 0413 in the data room for the estimated IT spend in FY23 and FY24

- The Acis 2.0 / Salesforce migration is expected to be completed by the end of calendar-year 2022

- The Reviewa initial investment is approximately 95% complete. Once completed it will go on an ongoing enhancement cycle based on feedback with, one assumes, fewer development resources

6080 **Question Date:** 2021-11-22 11:59 **User:** Pembra Chris Meaney

Submission Date: 2021-11-22 11:59

Priority: High

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 78d 05h 33m

Date: 2021-11-25 08:50

Subject: Capex normalisation calculation error

Question: The capex normalisations listed in rows 172 and 172 of the 'P&L' tab of file 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast are being pulled from the 'Capitalised Costs' tab. The Rolling LTM figure is incorrect, as the calculation in column P of this tab is picking up the full LTM figure from the 'IT Payroll' tab (column AH) rather than just the Oct-20 to Jun-21 figure (column S). Can you please confirm our understanding is correct and if so update the calculation to reflect the correct figures?

Related Documents:

08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx

Answer #1

Date: 2021-11-24 18:32

User: Internal Matt Hargreaves

Disclosed: Yes

Attachments:

Answer: You are correct, the normalisation at cell Q172 reduces from \$276,464 to \$214,336, a reduction of \$62,128. Normalised EBITDA therefore also decreases by \$62,128. No other amounts are impacted by this.

An updated version of VDR 08.07 will be uploaded incorporating this adjustment and the adjustment arising from Q#1166 will be uploaded in due course

373 **Question Date:** 2021-11-22 12:00 **User:** Pembra Chris Meaney

Submission Date: 2021-11-22 12:00

Priority: Medium

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Sam Sheppard

Age: 78d 04h 02m

Date: 2021-11-25 10:21

Subject: Travel cost normalisation

Project Fairway - Q&A Report

Question: Can you please provide the breakdown of the travel cost normalisation adjustment listed in row 184 of the 'P&L' tab of file '0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast'?

Related Documents:

08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx

Answer #1

Date: 2021-11-25 10:18
Disclosed: Yes

User: Internal Matt Hargreaves
Attachments:

Answer: This normalisation is explained in VDR 0402, page 8.

1404

Question Date: 2021-11-22 12:00
Submission Date: 2021-11-22 12:00
Priority: Medium

User: Pemba Chris Meaney

Disclosure: All Data Room Users

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 78d 05h 34m

Date: 2021-11-25 08:49

Subject: Rent relief query

Question: Previously there was a normalisation adjustment for rent which included a c.\$14k amount for rent relief. Can you please advise whether this amount is included in the rent paid line item listed in row 159 of the 'P&L' tab of file '0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast'?

Related Documents:

08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx

Answer #1

Date: 2021-11-24 19:03
Disclosed: Yes

User: Internal Matt Hargreaves
Attachments:

Answer: No, this adjustment does not include the rent relief received. This rent normalisation was removed when the Peter Johnson related normalisations were removed. For clarity, a normalisation should be added to FY20 to decrease EBITDA by \$14,079 as this is non-recurring income/relief. This will be amended in VDR 08.07

8688

Question Date: 2021-11-22 12:01
Submission Date: 2021-11-22 12:01
Priority: Medium

User: Pemba Chris Meaney

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Sam Sheppard

Age: 77d 23h 50m

Date: 2021-11-25 14:33

Subject: R&D tax credits

Question: From the discussion on Friday it was noted that the business will seek R&D tax credits for the first time this year. Do you have a view of the indicative amount you may receive?

Answer #1

Date: 2021-11-25 14:11
Disclosed: Yes

User: Internal Matt Hargreaves
Attachments:

Answer: The R&D claim for FY21 is expected to provide a net permanent benefit of \$52,185. This is calculated as R&D eligible expenditure of \$417,482 multiplied by the difference between the R&D tax offset (38.5%) and the corporate tax rate (26%). The expenditure would have otherwise been deducted over the next 5 years as depreciation against the software.

1971

Question Date: 2021-11-22 12:01
Submission Date: 2021-11-22 12:01
Priority: Medium

User: Pemba Chris Meaney

Disclosure: All Data Room Users

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 80d 22h 06m

Date: 2021-11-22 16:17

Subject: Royalty payments

Question: Can you please advise/provide a breakdown of the individuals/entities who have historically received the c.\$2.1m royalty payment from the business?

Related Documents:

08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx

Answer #1

Date: 2021-11-22 16:13
Disclosed: Yes

User: Internal Mark Bromback
Attachments:

Answer: The Royalty split has been between Echelon ATF the Echelon Trust \$1.16M and All Things Must Pass Pty Ltd \$.96M.

9157

Question Date: 2021-11-22 12:02
Submission Date: 2021-11-22 12:02
Priority: Medium

User: Pemba Chris Meaney

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 78d 05h 33m

Date: 2021-11-25 08:50

Subject: Legal costs normalisation

Question: Can you please confirm that the methodology for the legal costs normalisation adjustment in row 177 of the 'P&L' tab of file '0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast' remains in line with the rationale set out in the KPMG normalisation paper ('0402 Acis Normalised EBITDA FY20')?

Related Documents:

08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx

Answer #1

Date: 2021-11-24 18:35
Disclosed: Yes

User: Internal Matt Hargreaves
Attachments:

Answer: Yes, this is the detailed explanation of the same normalisation

7277

Question Date: 2021-11-22 12:02
Submission Date: 2021-11-22 12:02
Priority: High

User: Pemba Chris Meaney

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Sam Sheppard

Age: 79d 21h 51m

Date: 2021-11-23 16:32

Subject: Salary/Directors' salary normalisation query

Project Fairway - Q&A Report

Question: Can you please provide more context around the Salary and wages and Directors' salaries normalisations set out in rows 180 and 1781 of the 'P&L' tab of file '0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast'? From the listing of Directors in the 'Payroll Forecast' tab, we note that Martin's salary decreases moving forward from the \$200k 'advertising' fee to c.\$60k.

Related Documents:

08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx

Answer #1

Date: 2021-11-23 16:27 **User:** Internal Martin Kerrigan
Disclosed: Yes **Attachments:**
Answer: On the expense side of the business there are the benefits taken out by the owners of the business

Advertising fees \$200,000
 Royalties \$2.1 Mill
 Salary to Matt Neibling \$1,000
 Superannuation to Matt \$25,000

The royalty agreements were purchased out by Acis in August 2021. There will be no future royalty payments.

In previous years we had assessed our value as being \$450K, the amount shown at cells 180 and 181
 Hence the addback.

As we go forward as a business, we attempted to determine market value for Matt, Martin and Gavin. It was assessed as

Matt 300K
 Gavin 60K
 Martin 60k.

A total of \$420K.

The figure at cell S181 shows directors salaries of \$394K. The difference between the \$420k and \$394K is the salary of \$1,000 and super payment for Matt of \$25,000 which is already included in the forecast above the line.

7323

Question Date: 2021-11-22 12:03 **User:** Pembra Chris Meaney
Submission Date: 2021-11-22 12:03
Priority: Medium **Disclosure:** All Data Room Users
Answered: Yes **Has Undisclosed Answers:** No
Status: Disclosed **Internal** Gavin Barnes

Age: 79d 20h 59m

Date: 2021-11-23 17:24

Subject: Impairment/consulting normalisation adjustment

Question: Is the variance between the FY20 earn out reversal of \$(320,443) and the FY21 impairment adjustment of \$368,603 (listed in rows 169 and 170 of the 'P&L' tab of the '0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast' file) driven by bad debts associated with the CST entity?

Related Documents:

08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx

Answer #1

Date: 2021-11-23 17:15 **User:** Internal Martin Kerrigan
Disclosed: Yes **Attachments:**
Answer: Essentially the two are linked but not precisely.

The earnout reversal of \$320,443 reflects a combination of debtors that were not collected and a lower profit than anticipated.
 The vendor carried that cost.

The impairment adjustment of \$368,603 is a combination of \$181,000 of goodwill that was booked to the CST balance sheet (from a previous purchase) and \$187,603 debtors that were not collected.

7132

Question Date: 2021-11-23 17:08 **User:** Pembra Chris Meaney
Submission Date: 2021-11-23 17:08
Priority: Medium **Disclosure:** Question Author's User Group
Answered: Yes **Has Undisclosed Answers:** No
Status: Disclosed **Internal** Sam Sheppard

Age: 78d 20h 37m

Date: 2021-11-24 17:46

Subject: Due diligence expenses

Question: In row 178 of the 'P&L' tab of the '0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast' file you adjust c.\$100k from FY20, c.\$72k from LTM21 and c.\$103k from FY22F. These are the exact amounts recorded within the due diligence cost line (row 82) for FY20 and FY22, however for the LTM period there is no cost in this line.

Is this due to due diligence costs only being isolated at year-end rather than as they're incurred?

Related Documents:

08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx

Answer #1

Date: 2021-11-24 17:34 **User:** Internal Matt Hargreaves
Disclosed: Yes **Attachments:**
Answer: Yes, this assumption is correct. The specific costs have been identified as part of the year-end work and are included in other expense lines in the P&L. We have specifically identified the due diligence costs incurred in the LTM and normalised for these. For FY22, the forecast is based on FY21 actual results and for that particular expense, the assumption is FY21 plus 2.5%. On the same basis, the expense is then normalised out of EBITDA.

3978

Question Date: 2021-11-23 17:09 **User:** Pembra Chris Meaney
Submission Date: 2021-11-23 17:09
Priority: Medium **Disclosure:** All Data Room Users
Answered: Yes **Has Undisclosed Answers:** No
Status: Disclosed **Internal** Gavin Barnes

Age: 78d 05h 34m

Date: 2021-11-25 08:49

Subject: CST deposits clearing

Project Fairway - Q&A Report

Question: There is a \$41k amount within the CST entity for 'Deposits clearing' in the 'BS' tab of the '0808 ACIS Group - 2021 Consolidation' file (cell M107). Can you please provide some context around what this account relates to?

Related Documents:

08 Financial > 0808 ACIS Group - 2021 Consolidation.xlsx

Answer #1

Date: 2021-11-24 18:51
Disclosed: Yes

User: Internal Matt Hargreaves
Attachments:

Answer: This amount relates to payments received in the bank account of the entity that have not been claimed by the relevant customers against their outstanding invoices. A policy was implemented in the trading entity in FY21 that amounts older than 2 years be recognised as income. Subject to a discussion with the directors, we will recognise this as other income in FY21.

1056

Question Date: 2021-11-23 17:10
Submission Date: 2021-11-23 17:10
Priority: Medium

User: Pembra Chris Meaney

Disclosure: Question Author's User Group

Answered: Yes
Status: Disclosed

Has Undisclosed Answers: No

Internal Sam Sheppard

Age: 77d 23h 50m

Date: 2021-11-25 14:33

Subject: Acquisition Costs - Shares in CST Documents Pty Ltd

Question: Can you please provide some context around the amount on the balance sheet as 'Acquisition Costs - Shares in CST Documents Pty Ltd'? Further, can you please advise whether the acquisition of CST a share acquisition or an asset acquisition?

Refer to cell G57 of the 'BS' tab of the file '0808 ACIS Group - 2021 Consolidation'.

Related Documents:

08 Financial > 0808 ACIS Group - 2021 Consolidation.xlsx

Answer #1

Date: 2021-11-25 14:15
Disclosed: Yes

User: Internal Matt Hargreaves
Attachments:

Answer: The acquisition was a share acquisition. The total costs of \$61k relate to professional fees incurred in relation to the acquisition.

4505

Question Date: 2021-11-23 17:10
Submission Date: 2021-11-23 17:10
Priority: Medium

User: Pembra Chris Meaney

Disclosure: Question Author's User Group

Answered: Yes
Status: Disclosed

Has Undisclosed Answers: No

Internal Sam Sheppard

Age: 78d 20h 06m

Date: 2021-11-24 18:17

Subject: Instant asset write off and leasehold improvements

Question: In rows 155 and 156 of the 'P&L' tab of '0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast' instant asset write off and leasehold improvements are added back to EBITDA. We note from discussions that this may be due to the fact that these items should be capitalised and therefore not form part of EBITDA. Can you please advise if our understanding is correct?

Related Documents:

08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx

Answer #1

Date: 2021-11-24 17:51
Disclosed: Yes

User: Internal Matt Hargreaves
Attachments:

Answer: Your understanding is correct. These amounts would be capitalised and depreciated, ultimately, not impacting EBITDA.

561

Question Date: 2021-11-25 14:59
Submission Date: 2021-11-25 14:59
Priority: High

User: Pembra Chris Meaney

Disclosure: Question Author's User Group

Answered: Yes
Status: Disclosed

Has Undisclosed Answers: No

Internal Sam Sheppard

Age: 74d 04h 31m

Date: 2021-11-29 09:52

Subject: FY22 forecast basis of preparation

Question: Can you please advise whether the FY22 forecast figures presented within the '0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast' file have been prepared on a consolidated basis?

Related Documents:

08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx

Answer #1

Date: 2021-11-29 08:24
Disclosed: Yes

User: Internal Matt Hargreaves
Attachments:

Answer: Yes, the FY22 forecast is on a consolidated basis. This is because the baseline assumptions used draw from the FY21 consolidated results.

6157

Question Date: 2021-11-25 15:07
Submission Date: 2021-11-25 15:07
Priority: High

User: Pembra Chris Meaney

Disclosure: Question Author's User Group

Answered: Yes
Status: Disclosed

Has Undisclosed Answers: No

Internal Troy Morgan

Age: 60d 01h 23m

Date: 2021-12-13 13:00

Subject: Monthly consolidated normalised P&L

Question: With reference to the annual normalised P&L in '0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast', can you please advise how we can apply the annual normalisations to the monthly data provided in '0809 ACIS Group of Companies - Consolidated Monthly Profit & Loss...' file?

Our aim is to have normalised and consolidated monthly P&L which reconciles on an annual basis to the '0807' file (noting the challenges for the LTM Sep-21 period).

Related Documents:

08 Financial > 0808 ACIS Group - 2021 Consolidation.xlsx

08 Financial > 0810 ACIS Group of Companies - Consolidated Monthly Profit and Loss - July 2019 to Sept 2021 v2.xlsx

Answer #1

Project Fairway - Q&A Report

	Date: 2021-12-13 13:00 Disclosed: Yes Answer: Now provided.	User: Internal Troy Morgan Attachments:
891	Question Date: 2021-11-25 15:11 Submission Date: 2021-11-25 15:11 Priority: Medium Answered: Yes Status: Disclosed	User: Pamba Chris Meaney Disclosure: All Data Room Users Has Undisclosed Answers: No Internal Sam Sheppard Age: 74d 00h 47m Date: 2021-11-29 13:36
	Subject: Rationale for capitalised costs normalisations Question: Can you please advise the rationale for the split between expensing and capitalising IT wages and computer costs per the calculation in the 'Capitalised costs' tab of the '0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast' file? Further to the above, can you please advise why the % of costs expensed vs capitalised has changed between FY21 and FY22?	
	Related Documents: 08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx	
	Answer #1 Date: 2021-11-29 08:23 Disclosed: Yes Answer: The percentage capitalised or expensed for each employee or external supplier is determined by the internal CFO. This amount changes year on year depending on an estimate of what that particular employee or supplier will be working on for the year.	User: Internal Matt Hargreaves Attachments:
	Answer #2 Date: 2021-11-29 13:36 Disclosed: Yes Answer: The percentage changed from FY21 to FY22 to better reflect the development/maintenance split within Acis' IT programme	User: Internal Sam Sheppard Attachments:
2701	Question Date: 2021-11-26 12:41 Submission Date: 2021-11-26 12:41 Priority: Medium Answered: Yes Status: Disclosed	User: Pamba Vladimir Vukic Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 74d 04h 29m Date: 2021-11-29 09:54
	Subject: David Ingram Question: Could you please describe the role of / relationships with Shane Topping and David Ingram?	
	Answer #1 Date: 2021-11-29 09:54 Disclosed: Yes Answer: Shane Topping • Son of Matt Neiblings former business partner (now fully bought out of business) • Shane used to be IT Director at Acis, he has now left • He now runs his own business called Bullshark Creative • Shanes wife still works for Acis • Shane should have been removed from all registers, but if you have picked up some legacy issues they will be easy to resolve • Matt/Acis/Shane are all on very good and friendly terms David Ingram • 1/8 shareholder of Acis (through his 1/4 holding in All Things Must Pass) • No involvement in the business, only a shareholder • Nominal Director of Reviewa until Reviewa is ready to launch, at which point it will switch to another (e.g. Matt N/Gav/MK) – this was done for commercial reasons so as not to make public the Reviewa strategy • David doesn't receive any remuneration • Again, he is on very good terms with Acis/MB/GB/MK	User: Internal Sam Sheppard Attachments:
4261	Question Date: 2021-11-26 12:44 Submission Date: 2021-11-26 12:44 Priority: High Answered: Yes Status: Disclosed	User: Pamba Vladimir Vukic Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 74d 04h 31m Date: 2021-11-29 09:52
	Subject: FY18 Customer vs Consol File Question: The FY18 net revenue in the consolidated financials file appears to be roughly \$1 million higher than in the customer file (while for other years it looks pretty similar). Could you please explain what is driving the difference?	
	Answer #1 Date: 2021-11-29 08:42 Disclosed: Yes Answer: CST Document sales are not included in the customer sales reports as these occurred outside the system recording the customer sales. As can be seen from the 2018 consolidation, CST Documents contributed approx \$1.5m in sales in FY18	User: Internal Matt Hargreaves Attachments:
6695	Question Date: 2021-11-26 13:45 Submission Date: 2021-11-26 13:45 Priority: High Answered: Yes Status: Disclosed	User: Pamba Chris Meaney Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 74d 02h 52m Date: 2021-11-29 11:31
	Subject: Reconciliation between sales data and entity level P&L Question: With regards to '0512 Sales by Client Type and Postcode 2021FY', we are unable to reconcile the revenue figures within this document to the monthly revenue presented in '080321 Acis P&L 2021 Management'. Further, we observed that the sum of the monthly tabs in '0512 Sales by Client Type and Postcode 2021FY' did not agree to the total in the '2021FY' tab.	

Project Fairway - Q&A Report

Can you please advise us of how we could reconcile the underlying sales data to the monthly P&L. Additionally, please provide an overview of the basis of preparation for the sales data (including the system it was extracted from, if this differs from the systems from which the monthly P&L data has been extracted).

Related Documents:

05 Material Contracts, Sales, Customer > 0512 Sales by Client Type and Postcode 2021FY .xlsx
08 Financial 0803 Management accounts > 080321 Acis P&L 2021 FY Management.xlsx

Answer #1

Date: 2021-11-29 10:25
Disclosed: Yes

User: Internal Mark Bromback

Attachments:

Answer: When viewed on a quarterly basis the 2 should align. There is a reporting discord between Acis sales and Xero that has been corrected with a end of quarter reconciliation. We believe that this error has been corrected and the figures should more correctly align going forward

350

Question Date: 2021-11-26 13:50
Submission Date: 2021-11-26 13:50

User: Pamba Chris Meaney

Priority: Medium

Disclosure: All Data Room Users

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 74d 02h 08m

Date: 2021-11-29 12:15

Subject: Financial controller normalisation adjustment

Question: We have observed that previously there was a \$110k normalisation adjustment for a financial controller - per the KPMG normalisation paper ('0402 Acis Normalised EBITDA FY20'). Can you please advise why this normalisation adjustment is no longer required?

Is our assumption that Mark Bromback now fulfils this role incorrect?

Related Documents:

04 Information Technology > 0402 Acis Normalised EBITDA FY20.pdf

Answer #1

Date: 2021-11-29 10:21
Disclosed: Yes

User: Internal Matt Hargreaves

Attachments:

Answer: The comment in VDR 0402 relates to the CFO salary being an unadjusted synergy of the potential transaction at that time. Our comments related to the fact that the existing CFO would not be required to remain employed if that particular transaction went ahead. Mark Bromback is the current CFO.

8543

Question Date: 2021-11-26 20:13
Submission Date: 2021-11-26 20:13

User: Pamba Vladimir Vukic

Priority: Medium

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Sam Sheppard

Age: 74d 01h 33m

Date: 2021-11-29 12:50

Subject: PI Insurance

Question: We noticed that professional indemnity insurance did not appear in the insurance summary. Could you please explain the company's policies and approach / rationale to the take up of professional indemnity insurance?

Answer #1

Date: 2021-11-29 09:56
Disclosed: Yes

User: Internal Sam Sheppard

Attachments:

Answer: Acis Legal Pty Ltd the law firm owned by Holdings has full PI cover under the QLS Lexon scheme which covers all Acis products supplied.

Answer #2

Date: 2021-11-29 12:50
Disclosed: Yes

User: Internal Sam Sheppard

Attachments:

Answer: Acis doesn't have any professional indemnity insurance in its own right, it is covered by the professional indemnity insurance that is held by ACIS legal Pty ltd with the Queensland Law Society nominated insurer being Lexon which is owned by the Queensland Law Society. Please see folder 1025 in the data room for all the current Lexon policy documents including the Lexon master policy.

Acis own the law firm and all of the documentation that is produced by Acis, companies and all forms of trusts, are done under the supervision of lawyers employed by ACIS legal hence if there is a professional indemnity insurance claim it covered by ACIS legal making notification to Lexon.

Related Folders:

10 Insurances > 1025 Lexon Insurance

7277.1

Question Date: 2021-11-29 18:54
Submission Date: 2021-11-29 18:54

User: Pamba Andrew Cawthron

Priority: High

Disclosure: All Data Room Users

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 65d 01h 17m

Date: 2021-12-08 13:06

Subject: Salary/Directors' salary normalisation query

Question: Thank you for your response.

Appreciate the royalty payments are no longer applicable however, please could you advise what the historical royalty payments related to? Our understanding is they were in connection with payments for access to IT infrastructure as the underlying IT IP was held in a separate entity?

Is this correct or did the royalty payments also relate to something else? Please provide further details

Related Questions:

#7277 Salary/Directors' salary normalisation query

Answer #1

Date: 2021-12-08 13:06
Disclosed: Yes

User: Internal Gavin Barnes

Attachments:

Answer: The relevant IP supplied under the terms of each license agreement is as detailed in that document as disclosed in the data room. The Deed which by mutual agreement terminated those 2 agreements as between the licensor and Acis included an assignment of all the IP (including developed IP through the term of the license) back to Acis.

Project Fairway - Q&A Report

7277.2	Question Date: 2021-11-29 19:25 Submission Date: 2021-11-29 19:25 Priority: High Answered: Yes Status: Disclosed	User: Pemba Andrew Cawthron Disclosure: All Data Room Users Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 70d 00h 56m Date: 2021-12-03 13:27	
	Subject: Salary/Directors' salary normalisation query Question: Further, please clarify if the royalty payments were made in respect of the following licence agreements contained in the VDR: 0113 Acis-Echelon IP system licence agreement 0110 Tracano ACIS License Agreement If so, we understand Tracano Pty Ltd has since been de-registered - has All Things Must Pass Pty Ltd replaced Tracano as the counterparty to this license agreement? If so, please upload an updated version of the agreement between All Things Must Pass and ACIS in the dataroom	
	Related Documents: 01 Corporate Matters > 0110 Tracano ACIS License Agreement.pdf 01 Corporate Matters > 0113 Acis-Echelon IP system licence agmt.pdf	
	Related Questions: #7277.1 Salary/Directors' salary normalisation query	
	Answer #1 Date: 2021-12-03 13:27 Disclosed: Yes Answer: At the time that ATMP became a shareholder on Holdings it entered into a separate agreement , a sale of business contract, to acquire the business being run by Tracano which included the license agreement Tracano had with Acis.	User: Internal Gavin Barnes Attachments:
891.1	Question Date: 2021-11-30 11:52 Submission Date: 2021-11-30 11:52 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Andrew Cawthron Disclosure: All Data Room Users Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 70d 00h 55m Date: 2021-12-03 13:28	
	Subject: Rationale for capitalised costs normalisations Question: Thank you for this response. Please can you provide an overview of the process adopted by the CFO to determine the capitalisation split? And whether this approach has changed across the historical periods (including FY22)?	
	Related Questions: #891 Rationale for capitalised costs normalisations	
	Answer #1 Date: 2021-11-30 14:45 Disclosed: Yes Answer: The process has matured over recent years and we now attempt to allocate the split on the basis of actual use of time and assets	User: Internal Mark Bromback Attachments:
7698	Question Date: 2021-12-01 14:00 Submission Date: 2021-12-01 14:00 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Vladimir Vukic Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard
	Age: 71d 19h 40m Date: 2021-12-01 18:43	
	Subject: Reviewa and Acis Settlements - Employees Question: How many employees (if any) do Reviewa and Acis Settlements (each) have?	
	Answer #1 Date: 2021-12-01 14:24 Disclosed: Yes Answer: None all employees are employed by Aics	User: Internal Mark Bromback Attachments:
5065	Question Date: 2021-12-01 16:08 Submission Date: 2021-12-01 16:08 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Nick Halliday Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard
	Age: 71d 19h 41m Date: 2021-12-01 18:42	
	Subject: Claims History Question: Can you please upload the past five years claims history for each active insurance policy.	
	Related Folders: 10 Insurances	
	Answer #1 Date: 2021-12-01 18:15 Disclosed: Yes Answer: I claim refer attached	User: Internal Mark Bromback Attachments: Liberty Travel Claim Form - CSN MJ Neibling US Masters 2020.pdf
4009	Question Date: 2021-12-01 16:10 Submission Date: 2021-12-01 16:10 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Nick Halliday Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard
	Age: 70d 22h 14m Date: 2021-12-02 16:09	
	Subject: Client Contracts Question: For insurance purposes can you please confirm the entity engaged by clients? is it ACIS Legal? Or is the advice provided by ACIS Legal but delivered by another entity?	
	Related Folders: 10 Insurances	
	Answer #1	

Project Fairway - Q&A Report

	Date: 2021-12-01 18:53 Disclosed: Yes Answer: The legal advice is provided by Acis Legal, the insured entity.	User: Internal Mark Bromback Attachments:
5065.1	Question Date: 2021-12-01 18:59 Submission Date: 2021-12-01 18:59 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Nick Halliday Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 71d 02h 16m Date: 2021-12-02 12:07
	Subject: Claims History Question: Can you confirm this is the only claim for the past five years across all policies? Related Questions: #5065 Claims History	
	Answer #1 Date: 2021-12-02 11:20 Disclosed: Yes Answer: Yes	User: Internal Mark Bromback Attachments:
4810	Question Date: 2021-12-07 10:28 Submission Date: 2021-12-07 10:28 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Nick Halliday Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 66d 01h 44m Date: 2021-12-07 12:39
	Subject: Workers Compensation Question: Can you please provide the 2021 / 2022 Worker's compensation employee and wage declarations and policy schedules for review Related Folders: 10 Insurances	
	Answer #1 Date: 2021-12-07 12:39 Disclosed: Yes Answer: Please see documents 1027 - 1033 in the data room	User: Internal Sam Sheppard Attachments:
	Related Documents: 10 Insurances > 1027 CertificateOfCurrency__13048787_280721.pdf 10 Insurances > 1028 iCare premium 10MAY21.pdf 10 Insurances > 1029 icare workers insurance premium is almost due - 108012201 - CST DOCUMENTS PTY LTD 270721.msg 10 Insurances > 1030 WAB110667083_13048787_080721.pdf 10 Insurances > 1031 WAB110667083_DOW_20210708135210711.pdf 10 Insurances > 1032 WAB110667083_InterimCOC 22FY.pdf 10 Insurances > 1033 WorkCover Insurance Revised Annual Renewal 130721.msg	
2702	Question Date: 2021-12-07 10:36 Submission Date: 2021-12-07 10:36 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 60d 04h 01m Date: 2021-12-13 10:22
	Subject: Tax Question: With reference to dataroom doc #0401, please provide details of the determination of capitalised development costs for both accounting and tax purposes, including the process to determine whether costs are expensed or capitalised	
	Answer #1 Date: 2021-12-12 14:55 Disclosed: Yes Answer: Please go to this document https://dataroom.ansarada.com/_mvc/0gbmy21qd0f%7C85687/4378149/DocumentViewer#excel?fileId=50181508 and choose the TAB called CAPITALISE.	User: Internal Martin Kerrigan Attachments:
	The basis for the capitalisation of expenses is done by looking at the work performed by employee or external contractor. Since the employees have specific roles we are able to determine if any person is working on Acis 2.0 or Reviewa and we only capitalise those expenses. Incidentally KPMG also do a R & D claim that is a separate process that appears to have validated the numbers. Finally check out the cells at B30 to D34 on the CAPITALISE tab of the spreadsheet.	
	Related Documents: 08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx	
144	Question Date: 2021-12-07 10:37 Submission Date: 2021-12-07 10:37 Priority: High Answered: Yes Status: Disclosed	User: Pemba Sarwar Haji Disclosure: All Data Room Users Has Undisclosed Answers: No Internal Troy Morgan Age: 60d 01h 54m Date: 2021-12-13 12:29
	Subject: Tax Question: With reference to dataroom doc #0401, what is the most recent balance (net of amortisation) of capitalised development costs for tax purposes and what depreciation rate has been used?	
	Answer #1 Date: 2021-12-13 12:29 Disclosed: Yes Answer: The balance will be as per the accounting and tax fixed asset register provided. There will have been no update for the current year.	User: Internal Troy Morgan Attachments:
696	Question Date: 2021-12-07 12:06 Submission Date: 2021-12-07 12:06	User: Pemba Nick Halliday

Project Fairway - Q&A Report

	<p>Priority: Low Answered: Yes Status: Disclosed</p>	<p>Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard</p>
	<p>Date: 2021-12-07 12:34 Disclosed: Yes Answer: \$7209.38 paid 05MAY21</p>	<p>User: Internal Mark Bromback Attachments:</p>
5065.2	<p>Question Date: 2021-12-07 12:31 Submission Date: 2021-12-07 12:31 Priority: Low Answered: Yes Status: Disclosed</p>	<p>Age: 66d 01h 47m Date: 2021-12-07 12:36 Subject: Professional Indemnity Premium Paid Question: Can you please confirm the 2021 / 2022 premium paid for ACIS Legal PI policy? Related Documents: 10 Insurances 1025 Lexon Insurance > 102501 100667 - Schedule 2021.pdf</p>
	<p>Date: 2021-12-07 12:34 Disclosed: Yes Answer: \$7209.38 paid 05MAY21</p>	<p>User: Internal Mark Bromback Attachments:</p>
5065.2	<p>Question Date: 2021-12-07 12:31 Submission Date: 2021-12-07 12:31 Priority: Low Answered: Yes Status: Disclosed</p>	<p>Age: 66d 01h 43m Date: 2021-12-07 12:40 Subject: Claims History Question: Can you please confirm the total settlement amount paid? Related Questions: #5065 Claims History</p>
	<p>Date: 2021-12-07 12:39 Disclosed: Yes Answer: Hi The claim paid was \$22,350 on 28/08/20</p>	<p>User: Internal Mark Bromback Attachments:</p>
4810.1	<p>Question Date: 2021-12-07 13:32 Submission Date: 2021-12-07 13:32 Priority: Low Answered: Yes Status: Disclosed</p>	<p>Age: 65d 04h 44m Date: 2021-12-08 09:39 Subject: Workers Compensation Question: Thanks for this, can you please clarify CST Documents Pty Ltd? Is this the employing entity for NSW staff? They don't appear on the corporate structure. Related Documents: 10 Insurances > 1028 iCare premium 10MAY21.pdf 10 Insurances > 1029 icare workers insurance premium is almost due - 108012201 - CST DOCUMENTS PTY LTD 270721.msg Related Questions: #4810 Workers Compensation</p>
	<p>Date: 2021-12-08 09:39 Disclosed: Yes Answer: CST is a dormant shell and has ceased trading. That has been disclosed previously. Action is underway to deregister the entity.</p>	<p>User: Internal Gavin Barnes Attachments:</p>
3809	<p>Question Date: 2021-12-07 13:39 Submission Date: 2021-12-07 13:39 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>Age: 65d 01h 16m Date: 2021-12-08 13:07 Subject: Trading questions - ASIC fees Question: Please provide some context around the super depot revenue stream. It appears from the figures (in VDR ref - '0506', '0512' and '0513') that revenue is received in June of each year, via a subscription fee. Is the subscription revenue billed annually in advance?</p>
	<p>Date: 2021-12-08 13:05 Disclosed: Yes Answer: Yes Super depot is a subscription fee invoiced annually in advance in JUN each year</p>	<p>User: Internal Mark Bromback Attachments:</p>
8637	<p>Question Date: 2021-12-07 13:50 Submission Date: 2021-12-07 13:50 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>Age: 65d 04h 06m Date: 2021-12-08 10:17 Subject: Trading update - ASIC fees Question: ASIC fees appear to be lower in the final month of each quarter, contributing to the increase in net revenue in these periods. Can you please advise why the ASIC fees are lower in the final period? Are the fees booked in the same month as the revenue is received - or is there a timing difference between the revenue and associated ASIC fee being recorded?</p>
	<p>Date: 2021-12-08 10:02 Disclosed: Yes Answer: The ASIC fees appear lower in the last month of each quarter as revenue is reconciled on a quarterly basis. There is an under reporting of revenue during the quarter that is corrected by the reconciliation.</p>	<p>User: Internal Mark Bromback Attachments:</p>
3809.1	<p>Question Date: 2021-12-07 13:51 Submission Date: <i>Not set</i> Priority: Medium Answered: No Status: Rejected by Q&A Administrator</p>	<p>Age: 65d 04h 47m Date: 2021-12-08 09:36 Subject: Trading update - ASIC fees Question: ASIC fees appear to be lower in the final month of each quarter, contributing to the increase in net revenue in these periods. Can you please advise why the ASIC fees are lower in the final period? Are the fees booked in the same month as the revenue is received - or is there a timing difference between the revenue and associated ASIC fee being recorded?</p>
	<p>Date: 2021-12-08 10:02 Disclosed: Yes Answer: The ASIC fees appear lower in the last month of each quarter as revenue is reconciled on a quarterly basis. There is an under reporting of revenue during the quarter that is corrected by the reconciliation.</p>	<p>User: Internal Mark Bromback Attachments:</p>
3809.1	<p>Question Date: 2021-12-07 13:51 Submission Date: <i>Not set</i> Priority: Medium Answered: No Status: Rejected by Q&A Administrator</p>	<p>Age: 65d 04h 47m Date: 2021-12-08 09:36 Subject: Trading update - ASIC fees Question: ASIC fees appear to be lower in the final month of each quarter, contributing to the increase in net revenue in these periods. Can you please advise why the ASIC fees are lower in the final period? Are the fees booked in the same month as the revenue is received - or is there a timing difference between the revenue and associated ASIC fee being recorded?</p>
	<p>Date: 2021-12-08 10:02 Disclosed: Yes Answer: The ASIC fees appear lower in the last month of each quarter as revenue is reconciled on a quarterly basis. There is an under reporting of revenue during the quarter that is corrected by the reconciliation.</p>	<p>User: Internal Mark Bromback Attachments:</p>
3809.1	<p>Question Date: 2021-12-07 13:51 Submission Date: <i>Not set</i> Priority: Medium Answered: No Status: Rejected by Q&A Administrator</p>	<p>Age: 65d 04h 47m Date: 2021-12-08 09:36 Subject: Trading update - ASIC fees Question: ASIC fees appear to be lower in the final month of each quarter, contributing to the increase in net revenue in these periods. Can you please advise why the ASIC fees are lower in the final period? Are the fees booked in the same month as the revenue is received - or is there a timing difference between the revenue and associated ASIC fee being recorded?</p>
	<p>Date: 2021-12-08 10:02 Disclosed: Yes Answer: The ASIC fees appear lower in the last month of each quarter as revenue is reconciled on a quarterly basis. There is an under reporting of revenue during the quarter that is corrected by the reconciliation.</p>	<p>User: Internal Mark Bromback Attachments:</p>
3809.1	<p>Question Date: 2021-12-07 13:51 Submission Date: <i>Not set</i> Priority: Medium Answered: No Status: Rejected by Q&A Administrator</p>	<p>Age: 65d 04h 47m Date: 2021-12-08 09:36 Subject: Trading update - ASIC fees Question: ASIC fees appear to be lower in the final month of each quarter, contributing to the increase in net revenue in these periods. Can you please advise why the ASIC fees are lower in the final period? Are the fees booked in the same month as the revenue is received - or is there a timing difference between the revenue and associated ASIC fee being recorded?</p>
	<p>Date: 2021-12-08 10:02 Disclosed: Yes Answer: The ASIC fees appear lower in the last month of each quarter as revenue is reconciled on a quarterly basis. There is an under reporting of revenue during the quarter that is corrected by the reconciliation.</p>	<p>User: Internal Mark Bromback Attachments:</p>

Project Fairway - Q&A Report

Subject: Trading questions - Super depot			
Question: Apologies, title of the question should be 'Trading questions - Super Depot'.			
Related Questions:			
#3809 Trading questions - ASIC fees			
9963	Question Date: 2021-12-07 13:52	User: Pemba	Chris Meaney
	Submission Date: 2021-12-07 13:52		
	Priority: Medium	Disclosure: All Data Room Users	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
	Age: 65d 01h 15m	Date: 2021-12-08 13:08	
Subject: Trading questions - ASIC fees as % of gross revenue			
Question: We note that as a percentage of gross revenue, ASIC fees have increased from 52.6% in FY20 to 53.8% in the LTM period (i.e. last twelve months to Sep-21). When ASIC fees increase, does the pricing of the products increase to offset this?			
Answer #1			
	Date: 2021-12-08 10:40	User: Internal	Mark Bromback
	Disclosed: Yes	Attachments:	
Answer: Acis increases its fees 01JUL with the annual increase in ASIC Fees. The increase in ASIC company registration fee 01JUL21 was \$6 and the top line increase for Acis was \$5 (this increase was not on all clients) on top of the ASIC increase. Companies sales represent the vast majority of the ASIC fees charged, Company sales moved from 71.9% of sales to 73.3% of revenue while the percentage of the company sales revenue attributed to ASIC fee rose by .5% between 2020FY and LTM period.			
5981	Question Date: 2021-12-07 13:54	User: Pemba	Chris Meaney
	Submission Date: 2021-12-07 13:54		
	Priority: Medium	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
	Age: 64d 03h 44m	Date: 2021-12-09 10:39	
Subject: Trading questions - Revenue by customer			
Question: From the data provided in the revenue by customer documents (VDR ref - '0506', '0512' and '0513'). We have grouped the customer types as follows: 1. Accounting: 'Accounting / Business Services, Financial Planning / Services', 'Accounting / Business Services', 'Accounting / Business Services, Legal, Financial Planning / Services' 2. Legal: 'Legal' 3. Financial planners: 'Financial Planning / Services' and 'Financial Planning / Services, Accounting / Business Services' 4. Other: 'Other' Can you please advise whether these groupings are appropriate? What level of analysis does the business perform over revenue by customer type?			
Answer #1			
	Date: 2021-12-09 10:39	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
Answer: The categories are correct. In terms of reporting and analysis our focus is almost exclusively accounting firms. For those purposes we include SMSF administrators as part of that category.			
2519	Question Date: 2021-12-07 15:28	User: Pemba	Vladimir Vukic
	Submission Date: 2021-12-07 15:28		
	Priority: Medium	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
	Age: 65d 01h 12m	Date: 2021-12-08 13:11	
Subject: FY16-17 Customer Financials			
Question: Can you please provide customer financials for FY16-17 (in the same format as for FY18-21)?			
Answer #1			
	Date: 2021-12-08 13:11	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
Answer: Vlad Mark Brombacks response was - Hi Gav. I have supplied the only version I have any other format would have to come from KPMG. So we are loather to add to KPMG's work load by asking them to adjust and reformat.			
1376	Question Date: 2021-12-07 15:34	User: Pemba	Vladimir Vukic
	Submission Date: 2021-12-07 15:34		
	Priority: High	Disclosure: All Data Room Users	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
	Age: 65d 04h 49m	Date: 2021-12-08 09:34	
Subject: Board Materials			
Question: Can you please provide: - Board reports (last 3 years) - Management analysis and communication on year-on-year results (last 3 years)			
Answer #1			
	Date: 2021-12-08 09:34	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
Answer: As has been disclosed the Board meets virtually every week operating as a quasi senior management team with the CEO. The majority of actions/to do arising from those meetings fall to the CEO who takes his own notes and creates his task list to action. No formal minutes or records are kept of those meetings or actions arising. In terms of management analysis of results, there is a discussion at each meeting and high level check in "are we on track". The Board formally reviews performance and results monthly, again informally in the meeting. Key observations and anlysis in that context come from the CEO with a more operational focus and from a financial performance against targets perspective from Martin Kerrigan (director also qualified accountant). There is an annual review with the Board by KPMG - no formal records, minutes or reporting on these meetings is kept.			
8371	Question Date: 2021-12-07 16:33	User: Pemba	Nick Halliday

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g) In terms of customers save for Super Depot where customers pay annual sub's all/virtually all other customers are transactional;

3702	Question Date: 2021-12-09 10:14 Submission Date: 2021-12-09 10:14 Priority: High Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Una Kim Gavin Barnes
	Subject: Material contracts Question: We understand that majority of customer contracts are "on payment with order and/or invoice terms prior to any work or product being completed or ordered save and except in limited circumstances where credit arrangements are provided on a per customer basis". Please provide a template copy of the payment with order/invoice terms. Please also confirm whether there are any customers who are subject to bespoke terms / negotiated terms such that they depart from the standard terms (including Doc# 0522 and 0524) of the Target Group or otherwise confirm there are none and all customers are subject to the same terms and conditions.	Age: 64d 03h 06m Date: 2021-12-09 11:17	
	Related Documents: 05 Material Contracts, Sales, Customer > 0522 Acis Terms and Conditions 2021.asd.pdf 05 Material Contracts, Sales, Customer > 0524 Reviewa Terms and Conditions - Clean.pdf		

Answer #1

Date: 2021-12-09 11:17
Disclosed: Yes
Answer: There is no template for the payment with order/invoice terms - payment with order is a function of the platform and application, orders can't be completed until payment is made unless credit provision has been negotiated and agreed in advance for that customer in which case the order via the platform is processed the relevant documents are despatched including an invoice for payment.

8009	Question Date: 2021-12-09 10:18 Submission Date: 2021-12-09 10:18 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Una Kim Gavin Barnes
	Subject: ACIS Business - legal services Question: We understand an arm of the ACIS Business relates to the provision of legal services. Please clarify if legal services / advice are only provided intra-group (ie from one group entity to another), or if legal advice is provided to end customers. Please provide an overview of the Target Group's contractual and legal liability for the provision of legal advice and legal services (intra-group and to end customers).	Age: 64d 03h 11m Date: 2021-12-09 11:12	

Answer #1

Date: 2021-12-09 11:12
Disclosed: Yes
Answer: Acis Legal Pty Ltd which is part of the Group is an ILP, it's function and operation in terms of providing legal advice to Acis customers has been explained in detail to Pemba. It also provides oversight in terms of all the legal document production of the Acis team of paralegals.

8395	Question Date: 2021-12-09 11:36 Submission Date: 2021-12-09 11:36 Priority: High Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Una Kim Gavin Barnes
	Subject: PPSR Searches Question: Our PPSR Searches revealed the following registrations against each Target Group Company or Vendor: Acis Holdings - 1 AllPAAP no exceptions in favour of WBC Acis Services - 5 AllPAAP no exceptions in favour of ANZ (1), Esanda Finance (3) and Toyota Finance (1) and 1 AllPAAP with exceptions in favour of WBC; CST Documents - 5 other goods registrations; Australian Company Incorporation Services - 1 AllPAAP with exceptions in favour of WBC, 1 motor vehicle registration and 3 other goods registrations; Acis Nominees - 1 other goods registration; Acis Settlements - 1 general tangible registration, 1 motor vehicle registration and 14 other goods registrations; Echelon Pty Ltd - 5 AllPAAP no exceptions in favour of Esanda Finance (3), WBC (1) and ANZ (1) and 2 AllPAAP with exceptions in favour of WBC; and David Ingram - 2 investment instrument registrations in favour of Macquarie Bank Limited.	Age: 62d 06h 27m Date: 2021-12-11 07:56	

Please confirm

- (i) what the AllPAAP registrations (whether they are no exceptions or with exceptions) relate to and whether these registrations will be released prior to Completion;
- (ii) if any of these registrations relate to security for borrowed moneys and if there are any termination or other rights in the underlying documents that would be triggered by the Proposed Transaction;
- (iii) what the two investment instrument registrations against David Ingram relate to and the proposed treatment of these registrations in connection with the Proposed Transaction; and
- (iv) whether all motor vehicle, other goods and general tangible instruments have been registered in the ordinary course of business and are expected to remain in place post-Completion.

Answer #1

Date: 2021-12-11 07:56
Disclosed: Yes
Answer: Acis Holdings - WBC security for an acquisition facility, currently with a zero balance. it's a redraw facility so the security remains in place.
Acis Services - all ANZ securities and Toyota finance are historical and obsolete they need to be removed and tidied up. WBC as disclosed with respect to Holdings.
CST - not part of the transaction.
ACIS - with respect to Westpac, as disclosed for Holdings,

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Ingram - the shares he holds in Reviewa are held on trust for Acis Holdings and will be folded into the new hold co as part of the transaction. The Macquarie registrations relate to his private affairs of which we have no knowledge they won't however impact on the transaction.

Echelon - Anz registrations are historical and obsolete - the WBC registration is for borrowings unrelated to the Acis business.

Generally only the WBC registrations relate to borrowed money. We would need WBC consent to the proposed transaction of they were to remain in place for the entity post-transaction. All MV and goods registrations are ordinary course of business.

8242	Question Date: 2021-12-09 11:52 Submission Date: 2021-12-09 11:52 Priority: Medium Answered: Yes Status: Disclosed	User: Pemb Chris Meaney Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Troy Morgan Age: 60d 01h 52m Date: 2021-12-13 12:31
	Subject: FY20 monthly consolidated balance sheet Question: There is a 'Do not use' tab within '080705 FY20_Monthly Normalisations_KPMG' which appears to be balance sheet data. Can you please advise whether this can be used or not. Related Documents: 08 Financial > 080705 FY20_Monthly Normalisations_KPMG.xlsx	
	Answer #1	
	Date: 2021-12-13 12:31 Disclosed: Yes Answer: For the FY21 normalisations this was ok to use. For FY22, a balance sheet was subsequently provided.	User: Internal Troy Morgan Attachments:
5254	Question Date: 2021-12-09 12:23 Submission Date: 2021-12-09 12:23 Priority: High Answered: Yes Status: Disclosed	User: Pemb Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 63d 21h 11m Date: 2021-12-09 17:12
	Subject: Deed of Cross Guarantee Question: Please confirm if there is a Deed of Cross Guarantee in place with respect to the ACIS Group and if yes, provide a copy (including all associated documents ie revocation deeds).	
	Answer #1	
	Date: 2021-12-09 17:12 Disclosed: Yes Answer: There is no deed of cross guarantee in place.	User: Internal Gavin Barnes Attachments:
7798	Question Date: 2021-12-09 12:30 Submission Date: 2021-12-09 12:30 Priority: High Answered: Yes Status: Disclosed	User: Pemb Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 62d 05h 16m Date: 2021-12-11 09:07
	Subject: Acis Settlements and Reviewa Question: Please confirm: (i) why Acis Settlements and Reviewa have been structured as stand-alone entities. Please provide details and copies of all agreements / arrangements between each of those entities, and the Acis Group. (ii) if Acis Settlements or Reviewa provide services to any persons / entities other than the Target Group.	
	Answer #1	
	Date: 2021-12-11 09:07 Disclosed: Yes Answer: Acis Settlements Pty Ltd acts as settlor for trust deed establishment on behalf Acis clients. It pays a settlement sum so in order for there to be impediment to the proper formation of the trust the settlor can't be owned by Acis Holdings Pty Ltd. As such it has nominee shareholders. the company has no assets nor income. There is no agreement in writing between it and Acis. Reviewa Pty Ltd is owned by David Ingram holding this share on trust for Acis Holdings Pty Ltd. David through one of his entities is a shareholder in All Things Must Pass Pty Ltd. Reviewa was established to look and feel stand alone from Acis as a 3rd party product we endorse and promote so that BGL, in particular, did not think Acis were developing products that competed with BGL. BGL is an intergation partner of Acis.	User: Internal Gavin Barnes Attachments:
1807	Question Date: 2021-12-09 12:33 Submission Date: 2021-12-09 12:33 Priority: Medium Answered: Yes Status: Disclosed	User: Pemb Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 62d 05h 09m Date: 2021-12-11 09:14
	Subject: Material contracts Question: Please confirm there are no material undocumented arrangements between the Target Group and any third party or the shareholders (or any of its related entities).	
	Answer #1	
	Date: 2021-12-11 09:14 Disclosed: Yes Answer: There are no such undocumented agreements or arrangements.	User: Internal Gavin Barnes Attachments:
4980	Question Date: 2021-12-09 12:35 Submission Date: 2021-12-09 12:35 Priority: Medium Answered: Yes Status: Disclosed	User: Pemb Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 60d 01h 20m Date: 2021-12-13 13:03
	Subject: Constitution of Reviewa Pty Ltd Question: Please provide a copy of the constitution, the register of members / officers and directors of Reviewa Pty Ltd ACN 636 118 217 and CST Documents (noting we understand CST Documents will be deregistered shortly).	
	Answer #1	
	Date: 2021-12-13 13:03 Disclosed: Yes	User: Internal Gavin Barnes Attachments:

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	Answer: They have now been uploaded to Corporate Matters	
3717	Question Date: 2021-12-09 12:37 Submission Date: 2021-12-09 12:37 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 63d 01h 57m Date: 2021-12-10 12:26
	Subject: Certificate of incorporation Question: Please provide the certificate of incorporation for Australian Company Incorporation Services ACN 131 906 851.	
	Answer #1 Date: 2021-12-10 12:26 Disclosed: Yes Answer: Uploaded User: Internal Gavin Barnes Attachments: Acis Company Cert.pdf	
7393	Question Date: 2021-12-09 12:39 Submission Date: 2021-12-09 12:39 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 62d 04h 51m Date: 2021-12-11 09:32
	Subject: Template T&Cs Question: Please provide a copy of the historical terms and conditions used by the Target Group (we have been provided with the superseded T&Cs at 0522 and 0524).	
	Related Documents: 05 Material Contracts, Sales, Customer > 0522 Acis Terms and Conditions 2021.asd.pdf 05 Material Contracts, Sales, Customer > 0524 Reviewa Terms and Conditions - Clean.pdf	
	Answer #1 Date: 2021-12-11 09:32 Disclosed: Yes Answer: The T's and C's for reviewa which is new are the only ones. The current Acis policies and T's and C's (about the be superceded by what you referenced) are available from the website - acis.net.au. User: Internal Gavin Barnes Attachments:	
5188	Question Date: 2021-12-09 12:45 Submission Date: 2021-12-09 12:45 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 62d 04h 49m Date: 2021-12-11 09:34
	Subject: Follow up re: Acquisitions and Disposals Question: In response to our RFI which requested confirmation that there have been no acquisitions, disposals or restructures relating to the Target Group in the past three years, Management responded that 'None of the matters referred to occurred in the last three years'. Please confirm that there have been no acquisitions, disposals or restructures relating to the Target Group in the past three years.	
	Answer #1 Date: 2021-12-11 09:34 Disclosed: Yes Answer: Yes that is correct nothing in the last 3 years. CST was an acquisition but was outside that 3 year window. User: Internal Gavin Barnes Attachments:	
3178	Question Date: 2021-12-09 12:51 Submission Date: 2021-12-09 12:51 Priority: High Answered: Yes Status: Disclosed	User: Pemba Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 62d 04h 34m Date: 2021-12-11 09:49
	Subject: CST Documents Question: Please provide reasons as to why CST Documents intends to be deregistered, confirm that this process has already begun and the expected timing of its deregistration. Please also provide us with all documents relating to steps the Target Group has taken for CST Documents to go into voluntary administration / transfer of assets etc.	
	Answer #1 Date: 2021-12-11 09:49 Disclosed: Yes Answer: The process to commence de-registration is about to begin to be clear it hasn't been commenced. There are no materil assets remaining in CST. Post the entity becoming part of the corporate group owned by Acis Holdings Pty Ltd It's key assets - client base, document data base, client records, supplier records were all migrated to Acis in the 1st 6 months post acquisition. Essnentially all exisiting CST clients re-registered with Acis to become Acis clients. at the same time they migrated to our document templates. User: Internal Gavin Barnes Attachments:	
3131	Question Date: 2021-12-09 12:54 Submission Date: 2021-12-09 12:54 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 62d 06h 51m Date: 2021-12-11 07:32
	Subject: Minutes and resolutions Question: Please confirm that other than the minutes / resolutions in the 'Corporate Matters' Folder, Doc# 0316 and Doc# 0308, there are no other minutes / board resolutions / shareholder resolutions relating to the Target Group in the past three years.	
	Related Folders:	
	01 Corporate Matters	
	Related Documents: 03 Intellectual Property > 0308 Acis Holding Minutes IP Agreement Termination 190821.pdf 03 Intellectual Property > 0316 Acis Legal Acis IP Agreement 021121.pdf	
	Answer #1 Date: 2021-12-11 07:32 Disclosed: Yes Answer: That's correct. User: Internal Gavin Barnes Attachments:	

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5162	Question Date: 2021-12-09 12:57 Submission Date: 2021-12-09 12:57 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Una Kim Gavin Barnes
	Age: 62d 04h 28m Date: 2021-12-11 09:55 Subject: Function of Acis Holdings and CST Documents Question: Please confirm the function and purpose of Acis Holdings Pty Ltd and CST Documents Pty Ltd (noting we understand CST Documents Pty Ltd will be deregistered shortly).		
	Answer #1 Date: 2021-12-11 09:55 Disclosed: Yes Answer: As disclosed in the Acis searches and Company Information Acis Holdings P/L is the hold co for the group and owns Acis, Super Depot and the other disclosed entities. As for CST refer to the disclosure in response to #3178.	User: Internal Attachments:	Gavin Barnes
6826	Question Date: 2021-12-09 12:59 Submission Date: 2021-12-09 12:59 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Una Kim Sam Sheppard
	Age: 63d 02h 19m Date: 2021-12-10 12:04 Subject: Modern awards Question: Please confirm whether any modern awards apply to the employees of the Target Group.		
	Answer #1 Date: 2021-12-10 11:56 Disclosed: Yes Answer: No award applies	User: Internal Attachments:	Mark Bromback
1903.1	Question Date: 2021-12-09 13:25 Submission Date: 2021-12-09 13:25 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Vladimir Vukic Sam Sheppard
	Age: 63d 03h 55m Date: 2021-12-10 10:28 Subject: Pricing Question: Do you think that the pricing averages in the Acis revenue model (e.g. \$188 for a company) are fairly representative of average prices for new registrations for companies, SMSFs and trusts (i.e. they don't include outliers say averaging out new registrations with minor cost items)?		
	Related Questions: #1903 Pricing		
	Answer #1 Date: 2021-12-09 14:50 Disclosed: Yes Answer: The pricing averages in the Acis revenue model are a fair representative of the average prices.	User: Internal Attachments:	Mark Bromback
7808	Question Date: 2021-12-09 14:09 Submission Date: 2021-12-09 14:09 Priority: High Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Ricky Casali Gavin Barnes
	Age: 62d 03h 44m Date: 2021-12-11 10:39 Subject: Executive contracts Question: We understand that Management is in the process of identifying senior managers and key staff within the Target Group and that copies of these individual agreements will be disclosed 'but not in terms of the first turn of the RFI'. Please confirm when we can expect to see these documents.		
	Answer #1 Date: 2021-12-11 10:39 Disclosed: Yes Answer: These have now been disclosed and uploaded and we included a list of employees where there is no current written employment agreement.	User: Internal Attachments:	Gavin Barnes
2098	Question Date: 2021-12-09 14:11 Submission Date: 2021-12-09 14:11 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Ricky Casali Gavin Barnes
	Age: 62d 03h 47m Date: 2021-12-11 10:36 Subject: IT - material issues Question: Please provide details of any material IT performance issues, software audit or other IT claims, cyber attacks or data breaches experienced by the Target Group or confirm there are none.		
	Answer #1 Date: 2021-12-11 10:36 Disclosed: Yes Answer: There are no material IT performance issues, software audit or other IT claims, cyber attacks or data breaches experienced by the Target Group	User: Internal Attachments:	Gavin Barnes
8775	Question Date: 2021-12-09 14:11 Submission Date: 2021-12-09 14:11 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Ricky Casali Gavin Barnes
	Age: 60d 00h 58m Date: 2021-12-13 13:25 Subject: IT - proprietary software		

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Question: Please provide all details and documents relating to the proprietary software owned by the Target Group including software for the ACIS portal, intranet, SuperDepot, EDGE/ECR and Reviewa. Please include any development agreements and / or details of all persons who contributed to the development of each piece of software, and provide evidence that each of those persons has assigned all intellectual and moral rights in the source code to a Target Group Company.

Answer #1

Date: 2021-12-11 10:50

User: Internal Gavin Barnes

Disclosed: Yes

Attachments:

Answer: All the IT systems and platforms material to the operation of the business were developed by the Company using employed staff and contractors. As regards the external contractors their key parties are Xtramedia and Object IT contracts for both parties are in the DR. They assign all developed IP to the company.

Answer #2

Date: 2021-12-13 13:25

User: Internal Gavin Barnes

Disclosed: Yes

Attachments:

Answer: We do not have a document explaining the software as the projects are managed in Jira; they are all in stories/cards on the jira board. Below is an overview of the usage of the systems.

- ACIS portal
 - o Ordering
 - o Payments
 - o Integrations
 - o Docs storage and retrieval
- Intranet:
 - o Client Management - Clients, Contacts & CRM
 - o Doc production, Printing & storage
 - o Shipping
 - o Payments - Invoicing, Pricing, Discounts
 - o Corporate registry - Company reg., de-reg, reserve name, Name change
- SuperDepot:
 - o SMSF deed update management as per legislative changes
 - o Subscription-based system
- EDGE/ECR:
 - o Corporate registry backend system to interact with ASIC
- Reviewa:
 - o Simplified and Automated Annual review system

7676

Question Date: 2021-12-09 14:11

User: Pamba Ricky Casali

Submission Date: 2021-12-09 14:11

Priority: Low

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 62d 04h 26m

Date: 2021-12-11 09:57

Subject: IP agreements

Question: Please confirm that 'Folder 03' in the Data Room contains copies of all secrecy, confidentiality, non-disclosure, intellectual property assignment agreements, development agreements, service agreements and cross-licences between third parties and a Target Group Company.

Answer #1

Date: 2021-12-11 09:57

User: Internal Gavin Barnes

Disclosed: Yes

Attachments:

Answer: To the best of the Sellers knowledge 'Folder 03' in the Data Room contains copies of all secrecy, confidentiality, non-disclosure, intellectual property assignment agreements, development agreements, service agreements and cross-licences between third parties and a Target Group Company.

2079

Question Date: 2021-12-09 14:12

User: Pamba Ricky Casali

Submission Date: 2021-12-09 14:12

Priority: Medium

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 62d 04h 08m

Date: 2021-12-11 10:15

Subject: Licence agreement

Question: Please provide the licence agreement entered into between ACIS and Echelon Pty Ltd dated 8 October 2015.

Answer #1

Date: 2021-12-11 10:15

User: Internal Gavin Barnes

Disclosed: Yes

Attachments:

Answer: uploaded please refer to document 03B19

113

Question Date: 2021-12-09 14:12

User: Pamba Ricky Casali

Submission Date: 2021-12-09 14:12

Priority: Medium

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 60d 02h 35m

Date: 2021-12-13 11:48

Subject: Disaster recovery

Question: Please provide details of any arrangements or procedures for maintenance, support, security and disaster recovery of key software and other IT used by the Target Group or confirm that AWS is the only service used with respect to these.

Answer #1

Date: 2021-12-13 11:48

User: Internal Gavin Barnes

Disclosed: Yes

Attachments:

Answer: The agreement with AWS is all inclusive and covers, maintenance support and disaster recovery.

2160

Question Date: 2021-12-09 14:12

User: Pamba Ricky Casali

Submission Date: 2021-12-09 14:12

Priority: Medium

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 62d 03h 51m

Date: 2021-12-11 10:32

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	<p>Subject: Off the shelf software Question: Please identify which of the 'off the shelf' software licences / packages are considered material to the business of the Acis Group or confirm there are none (such that these can all be easily replaced).</p>		
Answer #1	<p>Date: 2021-12-11 10:32 Disclosed: Yes Answer: There are no off the shelf licenses products that are material to be business anything being used in that regard can be replaced.</p>	User: Internal	Gavin Barnes
3307	<p>Question Date: 2021-12-09 15:58 Submission Date: 2021-12-09 15:58 Priority: Low Answered: Yes Status: Disclosed</p>	User: Pemba	Sarwar Haji
	<p>Subject: Tax Question: Further to question 22 of the tab labelled "Tax" in the RFI Excel workbook (Data room reference: #12B03), please advise the following: i) the quantum of payments made to contractors in the Review Period; ii) how payments to contractors have been treated for PAYG, SG and PRT.</p>	Disclosure: Question Author's User Group Has Undisclosed Answers: No	Internal Sam Sheppard
	<p>Related Documents: 12 Information Request List > 12B03 1101 Pemba ACIS - RF Acis comments 6Dec21.xlsx</p>	Age: 63d 01h 08m	Date: 2021-12-10 13:15
Answer #1	<p>Date: 2021-12-10 12:54 Disclosed: Yes Answer: i)Xtramedia \$517,760 since 01/07/18 Diversify \$98,755.15 since 01/07/19 Object IT \$253,061.01 since 30/06/20 ii) They have been treated as independant cotractors and paid on invoice. No PAYG, SG and excluded for PRT</p>	User: Internal	Mark Bromback
210	<p>Question Date: 2021-12-09 16:43 Submission Date: 2021-12-09 16:43 Priority: Medium Answered: Yes Status: Disclosed</p>	User: Pemba	Una Kim
	<p>Subject: IP agreements - Redchip Question: Please provide all agreements under which Redchip granted an irrevocable, royalty free licence in perpetuity to ACIS to use, modify, adapt and develop intellectual property rights in the precedent document database.</p>	Disclosure: Question Author's User Group Has Undisclosed Answers: No	Internal Gavin Barnes
Answer #1	<p>Date: 2021-12-10 12:20 Disclosed: Yes Answer: See attached.</p>	User: Internal	Gavin Barnes
5883	<p>Question Date: 2021-12-09 16:45 Submission Date: 2021-12-09 16:45 Priority: Low Answered: Yes Status: Disclosed</p>	User: Pemba	Una Kim
	<p>Subject: Level 8, 100 Skyring Terrace, Newstead QLD 4006 Question: Please confirm the current annual rent payable under the Sublease.</p>	Disclosure: Question Author's User Group Has Undisclosed Answers: No	Internal Sam Sheppard
Answer #1	<p>Date: 2021-12-10 10:29 Disclosed: Yes Answer: Rent is \$140,631 pa</p>	User: Internal	Mark Bromback
2121	<p>Question Date: 2021-12-09 16:48 Submission Date: 2021-12-09 16:48 Priority: Medium Answered: Yes Status: Disclosed</p>	User: Pemba	Dominic O'Connor
	<p>Subject: Follow-up #1903 Pricing negotiation dynamics Question: Following up on #1903, can you please elaborate the pricing changes are communicated and established with customers? For example, if prices were increased by X% how would this be communicated and passed onto clients? And at what frequency do you generally undergo prices increases with clients? When referring to price increases, we refer to both ASIC fee increases and other price increases (i.e. over-and-above ASIC fee increases)</p>	Disclosure: Question Author's User Group Has Undisclosed Answers: No	Internal Gavin Barnes
Answer #1	<p>Date: 2021-12-10 09:52 Disclosed: Yes Answer: Typically there is a price increase each year that coincides with Asic reviewing their fees - costs to incorporate a company. They typically benchmark off CPI. Acis always pass on the increase in Asic fees and we also pass on CPI increases. These are communicated to the client via email and apply the next time that client logs on to order product. The exception to that would be in the case where a new client has just signed up and that coincided with the annual price increase, they would naturally pick up increases in the Asic fee but not any other uplift Acis was applying.</p>	User: Internal	Gavin Barnes
5633	<p>Question Date: 2021-12-09 16:51 Submission Date: 2021-12-09 16:51 Priority: Low Answered: Yes Status: Disclosed</p>	User: Pemba	Una Kim
	<p>Subject: Level 8, 100 Skyring Terrace, Newstead QLD 4006 Question: Please provide a plan with the area encompassing the 'Licensed Area' under the Sublease (in comparison to the Subleased Premises).</p>	Disclosure: Question Author's User Group Has Undisclosed Answers: No	Internal Gavin Barnes
		Age: 63d 02h 04m	Date: 2021-12-10 12:19

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	Answer #1	Date: 2021-12-10 12:19 Disclosed: Yes	User: Internal Gavin Barnes Attachments: Level 8 Acis.Redchip Floor plan..pdf Ellivo drawings Acis Change 080321.pdf
	Answer: See attached		
416	Question Date: 2021-12-09 16:54 Submission Date: Not set Priority: Medium Answered: No Status: Rejected by Q&A Administrator	User: Pemba Una Kim Disclosure: Not set Has Undisclosed Answers: No Internal Gavin Barnes Age: 63d 21h 03m Date: 2021-12-09 17:20	Comments: Irrelevant no one has any recollection of matters that occurred 18 years ago.
	Subject: Litigation and disputes Question: Our Litigation Searches revealed that there was an application to wind up Acis Services Pty Ltd ACN 069 187 140 (referred to as Australian Company Incorporation Services Pty Ltd) in the Queensland Supreme Court in 2003. Please provide further information in respect of this matter including any relevant documentation.		
9679	Question Date: 2021-12-10 10:56 Submission Date: 2021-12-10 10:56 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 62d 03h 49m Date: 2021-12-11 10:34	
	Subject: References to Target Group Question: Please confirm that (i) all RFI responses provided in Folder 11 which refer to 'ACIS', 'Group or Group Company' or 'Vendor' is inclusive of Acis Settlements and Reviewa and if not, please provide additional responses with respect to those entities (ii) any RFI responses received since which refer to the Target Group is inclusive of Acis Settlements and Reviewa and if not, please provide additional responses with respect to those entities.		
	Answer #1	Date: 2021-12-11 10:34 Disclosed: Yes	User: Internal Gavin Barnes Attachments:
	Answer: Confirmed they are inclusive of Acis Settlements and Reviewa.		
156	Question Date: 2021-12-10 16:45 Submission Date: 2021-12-10 16:45 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 62d 03h 29m Date: 2021-12-11 10:54	
	Subject: Function of Acis Holdings Question: We understand the function of each Target Group Company as at October 2020 to be the following based on DocID 0109: a) Acis Services - A dormant entity with no trading activities and is the holding company of Acis Services. b) Australian Company Incorporation Services - Generates all of the revenue of the Acis Group including the invoicing of subscriptions for SuperDepot and is the sole external trading entity for the Acis Group. c) Acis Legal - An incorporated legal practice which delivers legal services to the Acis Group. d) Acis Nominees - Acts as the attorney for trust deeds which are settled under power of attorney and the directors are employees who can provide a wet signature on deeds as required. e) SuperDepot - Owns the IP rights in the SuperDepot business which is the 'opt out' subscription platform delivering superannuation deed compliance. f) Acis Settlements - Acts as settlor for trust products supplied by Acis where the client elects to use them as the settlor, driven by the order form. The directors of Acis Settlements are employees who can provide a wet ink signature on deeds as required. g) Reviewa - One of the new products for Acis Please confirm that the function of each Target Group Company remains the same as above or otherwise confirm which Target Group Company functions have changed. For example, we understand Pemba has been informed that Acis Settlements doesn't have any employees (just the shareholder who is the financial controller) and its role is to staple \$10 notes to the trust deeds and then send them out - we assume for stamp duty purposes which is not consistent with the function stated above. Please would you clarify what is the correct position and the full extent of all current and historic business undertaken by Acis Settlements and the other Target Group Companies (if relevant).		
	Answer #1	Date: 2021-12-11 10:54 Disclosed: Yes	User: Internal Gavin Barnes Attachments:
	Answer: All correct.		
2985	Question Date: 2021-12-10 16:46 Submission Date: 2021-12-10 16:46 Priority: High Answered: Yes Status: Disclosed	User: Pemba Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 62d 03h 22m Date: 2021-12-11 11:01	
	Subject: Material suppliers Question: In response to our RFI 8828, we understand that there are no specific supplier agreements in place other than those supplier agreements already disclosed. Please confirm that there are no contracts with respect to the following suppliers as identified in Management at Doc0209 and provide a brief description on how the Business contracts with each supplier; (a) McDONALD PRINTING GROUP (b) TOLL PRIORITY (c) Object IT (d) KPMG (e) SnellemanTom (f) Lawyers Guns & Money Pty Ltd as trustee for the Lawyers Guns & Money Trust (g) Advisers Digest (h) AFFINITY COMMUNICATIONS.		

Project Fairway - Q&A Report

Additionally, we understand from a previous RFI response that ASIC is the third largest supplier of the Business but this has not been included in Doc0209. Please confirm if this is the case and provide us with the expenditure associated with ASIC.

Answer #1

Date: 2021-12-11 11:01
Disclosed: Yes
Attachments:
User: Internal Gavin Barnes
Answer: A brief description on how the Business contracts with ;
 (a) McDONALD PRINTING GROUP - supplies company binders, document boxes, corporate merchandise, register inserts, pens and the like.
 (b) TOLL PRIORITY - couriers
 (c) Object IT - software development and IT consulting
 (d) KPMG - Accounting, tax and compliance.
 (e) SnellemanTom - Accounting services
 (f) Lawyers Guns & Money Pty Ltd as trustee for the Lawyers Guns & Money Trust - director services for Gavin Barnes
 (g) Advisers Digest - Superannuation training in particular the services of Peter Johnson
 (h) AFFINITY COMMUNICATIONS - communications strategy.

7795

Question Date: 2021-12-10 16:47
Submission Date: 2021-12-10 16:47
Priority: Medium
Disclosed: Yes
Status: Disclosed
Age: 62d 03h 18m
Date: 2021-12-11 11:05
Subject: IP agreements
Question: Please confirm that other than the (a) Services and Licences Agreement between Acis and Redchip Lawyers, (b) Contractor's Agreement – Sumit Chawla and (c) Contractor's Agreement – Jeremy Ryan, there are no other external authors, contributors or independent contractors that were involved in the development of any material intellectual property, IT or proprietary software by or for the Target Group.

Answer #1

Date: 2021-12-11 11:05
Disclosed: Yes
Attachments:
User: Internal Gavin Barnes
Answer: All correct save that Xtramedia are an IT contractor delivering software development services.

4804

Question Date: 2021-12-10 16:47
Submission Date: 2021-12-10 16:47
Priority: Medium
Disclosed: Yes
Status: Disclosed
Age: 62d 02h 58m
Date: 2021-12-11 11:25
Subject: Moral rights waivers
Question: Please confirm whether any moral rights waivers were obtained from Sumit Chawla and Jeremy Ryan. Based on the agreements disclosed, this does not appear to be the case.

Answer #1

Date: 2021-12-11 11:25
Disclosed: Yes
Attachments:
User: Internal Gavin Barnes
Answer: No moral rights waivers have been obtained from either party. We don't anticipate any problems in obtaining such waivers if required.

8239

Question Date: 2021-12-10 16:48
Submission Date: 2021-12-10 16:48
Priority: Medium
Disclosed: Yes
Status: Disclosed
Age: 62d 02h 57m
Date: 2021-12-11 11:26
Subject: Material IP
Question: Please confirm if all the employees involved in the development of any material intellectual property, IT or proprietary software by or for the Target Group were employed on the terms of the Acis Employment Agreement (as disclosed at 0903 in the Data Room).

Answer #1

Date: 2021-12-11 11:26
Disclosed: Yes
Attachments:
User: Internal Gavin Barnes
Answer: That's correct.

4528

Question Date: 2021-12-10 16:48
Submission Date: 2021-12-10 16:48
Priority: Medium
Disclosed: Yes
Status: Disclosed
Age: 62d 02h 52m
Date: 2021-12-11 11:31
Subject: Privacy
Question: Some of the privacy policies (e.g. Acis and Reviewa) refer to third party integrations. Please provide details of the existing third party integrations.

Answer #1

Date: 2021-12-11 11:31
Disclosed: Yes
Attachments:
User: Internal Gavin Barnes
Answer: Acis has integrations with the following third parties -

1. Class;
2. BGL - CAS360 and SF 360;
3. XERO;
4. Fuse Sign;
5. Australian Business Register

4233

Question Date: 2021-12-10 16:48
Submission Date: 2021-12-10 16:48
Priority: Medium
Disclosed: Yes
Status: Disclosed
Age: 62d 02h 52m
Date: 2021-12-11 11:31
Subject: Privacy
Question: Some of the privacy policies (e.g. Acis and Reviewa) refer to third party integrations. Please provide details of the existing third party integrations.

Project Fairway - Q&A Report

	Status: Disclosed	Age: 60d 02h 36m	User: Internal	Date: 2021-12-13 11:47
	Subject: Third party software			
	Question: Please confirm what, if any, third party software (including open source software) is used in the Target Group's products and services and identify relevant open source terms (if applicable).			
	Answer #1			
	Date: 2021-12-13 11:47		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: The open-source software used are the programming languages:			
	<ul style="list-style-type: none"> • PHP • Python • Angular 			
	we don't have any detail of specific open source terms governing use.			
8107	Question Date: 2021-12-10 16:48		User: Pemba	Una Kim
	Submission Date: 2021-12-10 16:48			
	Priority: Medium		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed		User: Internal	Gavin Barnes
	Age: 62d 02h 43m		Date: 2021-12-11 11:40	
	Subject: Cyberattacks			
	Question: Provide details of all cyberattacks on the Target Group and any instances of unauthorised access to or disclosure of the Target Group's data, as well as details on how such attacks / instances were remediated, and the steps taken to prevent similar attacks / instances from occurring again.			
	Answer #1			
	Date: 2021-12-11 11:40		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: We have not had an cyberattack on the Target Group nor any unauthorised access which as resulted in any disclosure or loss of the Target Group's data.			
8659	Question Date: 2021-12-10 16:49		User: Pemba	Una Kim
	Submission Date: 2021-12-10 16:49			
	Priority: Low		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed		User: Internal	Gavin Barnes
	Age: 62d 02h 40m		Date: 2021-12-11 11:43	
	Subject: Complaints			
	Question: Provide details of any complaint made or investigation conducted in relation to the privacy practices of the Target Group and how the complaint or investigation was resolved or dealt with.			
	Answer #1			
	Date: 2021-12-11 11:43		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: There has been no formal written complaints made nor investigations conducted in relation to the privacy practices of the Target Group.			
8659.1	Question Date: 2021-12-10 16:49		User: Pemba	Una Kim
	Submission Date: 2021-12-10 16:49			
	Priority: Medium		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed		User: Internal	Gavin Barnes
	Age: 62d 02h 38m		Date: 2021-12-11 11:45	
	Subject: Complaints			
	Question: **Please change to Medium" priority: Provide details of any complaint made or investigation conducted in relation to the privacy practices of the Target Group and how the complaint or investigation was resolved or dealt with.			
	Related Questions:			
	#8659 Complaints			
	Answer #1			
	Date: 2021-12-11 11:45		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: Refer answer #8659.			
5329	Question Date: 2021-12-10 16:50		User: Pemba	Una Kim
	Submission Date: 2021-12-10 16:50			
	Priority: Medium		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed		User: Internal	Gavin Barnes
	Age: 60d 02h 41m		Date: 2021-12-13 11:42	
	Subject: Terms for staff not on executive service contracts			
	Question: In relation to the staff identified who are not on executive service contracts, please provide a copy of the terms under which these personnel are employed or engaged.			
	Answer #1			
	Date: 2021-12-13 11:42		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: As for these staff it is somewhat a mixed bag, in the case of 3 staff there employment terms were confirmed via email. As for the rest there are no formal letters of offer nor employment agreements. The proposal is to have all staff sign off a summary of their current employment key terms - commencement date, current salary, title, accrued employee entitlements, sick leave accrual.			
1043	Question Date: 2021-12-10 16:50		User: Pemba	Una Kim
	Submission Date: 2021-12-10 16:50			
	Priority: Medium		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed		User: Internal	Gavin Barnes
	Age: 62d 02h 33m		Date: 2021-12-11 11:50	
	Subject: Template employment agreement			

Project Fairway - Q&A Report

Question: Please confirm whether all employees are employed under the terms of the template employment agreement provided or identify any material deviations in place for particular employees.

Answer #1

Date: 2021-12-11 11:50

User: Internal Gavin Barnes

Disclosed: Yes

Attachments:

Answer: all employees are employed under the terms of the template employment agreement provided.

6910

Question Date: 2021-12-10 16:51

User: Pemba Una Kim

Submission Date: 2021-12-10 16:51

Priority: Medium

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

User: Internal Gavin Barnes

Age: 62d 02h 31m

Date: 2021-12-11 11:52

Subject: Equity participation scheme

Question: Please confirm which individuals participate in the equity participation scheme and the number of shares each person has in the scheme.

Answer #1

Date: 2021-12-11 11:52

User: Internal Gavin Barnes

Disclosed: Yes

Attachments:

Answer: There is one employee Michael Neilsen and a copy of his agreement and all relevant scheme details are disclosed.

7091

Question Date: 2021-12-10 16:51

User: Pemba Una Kim

Submission Date: 2021-12-10 16:51

Priority: Medium

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

User: Internal Gavin Barnes

Age: 62d 02h 20m

Date: 2021-12-11 12:03

Subject: Remuneration review, overtime, leave, Fair Work complaints or investigations, modern awards

Question: Please confirm:

- (a) what steps the business takes to review employee remuneration to ensure amounts paid are above any modern award which applies to employees;
- (b) whether there is a practice of paying overtime to employees in addition to base salary and, if so, the circumstances in which this is paid;
- (c) whether there is a practice of paying annual leave loading for employees covered by a modern award and, if so, at what rate it is paid;
- (d) whether any complaints have been made to, or investigated by, the Fair Work Ombudsman; and
- (e) whether there are any circumstances where the business has not complied with the term of a modern award which covers employees.

Answer #1

Date: 2021-12-11 12:03

User: Internal Gavin Barnes

Disclosed: Yes

Attachments:

Answer: Responses are below -

- (a) what steps the business takes to review employee remuneration to ensure amounts paid are above any modern award which applies to employees. (Employee remuneration is typically reviewed annually, by exception more often at the request of the employee. To the best of our knowledge all employees are paid above award rates)
- (b) whether there is a practice of paying overtime to employees in addition to base salary and, if so, the circumstances in which this is paid; (Overtime is by exception and is paid by prior agreement with specific staff in very busy periods, typically only for the production team);
- (c) whether there is a practice of paying annual leave loading for employees covered by a modern award and, if so, at what rate it is paid; (Not paid)
- (d) whether any complaints have been made to, or investigated by, the Fair Work Ombudsman; (No complaints or investigation)
- (e) whether there are any circumstances where the business has not complied with the term of a modern award which covers employees.(Not to the Sellers knowledge)

6941

Question Date: 2021-12-10 16:51

User: Pemba Una Kim

Submission Date: 2021-12-10 16:51

Priority: Medium

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

User: Internal Gavin Barnes

Age: 62d 02h 14m

Date: 2021-12-11 12:09

Subject: Xtramedia Net Pty Ltd - contract services payments

Question: In relation to the contract with Xtramedia.Net Pty Ltd, which entity makes payments for the contract services and to what extent do services continue to be provided under the terms of that contract (i.e. how regularly does Ben Kilah perform work for the business)?

Answer #1

Date: 2021-12-11 12:09

User: Internal Gavin Barnes

Disclosed: Yes

Attachments:

Answer: Xtramedia is paid by Acis Pty Ltd - Ben delivers IT services via Xtramedia and that is an ongoing " as needed" involvement as he works with the internal IT team on a time and materials basis.

8868

Question Date: 2021-12-10 16:52

User: Pemba Una Kim

Submission Date: 2021-12-10 16:52

Priority: Medium

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

User: Internal Gavin Barnes

Age: 62d 02h 14m

Date: 2021-12-11 12:09

Subject: Employee or contractor claims

Question: Please confirm whether there have been any claims made, or threatened by, employees or contractors (including claims which have been resolved) in the last 3 years.

Answer #1

Date: 2021-12-11 12:09

User: Internal Gavin Barnes

Disclosed: Yes

Attachments:

Answer: There have been no claims made.

3373

Question Date: 2021-12-10 16:52

User: Pemba Una Kim

Submission Date: 2021-12-10 16:52

Project Fairway - Q&A Report

	<p>Priority: Medium Answered: Yes Status: Disclosed</p>	<p>Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes</p>
	<p>Age: 62d 06h 58m Date: 2021-12-11 07:25</p>	
	<p>Subject: Work health and safety regulators - reports Question: Please confirm whether any events have been reported to work health and safety regulators in the past 3 years and confirm whether there have been any work health and safety investigations or prosecutions in the past 3 years.</p>	
	<p>Answer #1 Date: 2021-12-11 07:25 Disclosed: Yes Answer: No events reported to workplace health and safety in the last 3 years.</p>	<p>User: Internal Gavin Barnes Attachments:</p>
3765	<p>Question Date: 2021-12-10 16:53 Submission Date: 2021-12-10 16:53 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pembra Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard</p>
	<p>Age: 60d 04h 02m Date: 2021-12-13 10:21</p>	
	<p>Subject: Superannuation contributions Question: Please confirm whether any superannuation contributions are made to a defined benefit fund.</p>	
	<p>Answer #1 Date: 2021-12-13 09:59 Disclosed: Yes Answer: No contributions are made to a defined benefit fund</p>	<p>User: Internal Mark Bromback Attachments:</p>
4171	<p>Question Date: 2021-12-10 16:53 Submission Date: 2021-12-10 16:53 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pembra Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes</p>
	<p>Age: 62d 07h 02m Date: 2021-12-11 07:21</p>	
	<p>Subject: Superannuation obligations Question: Please confirm whether the business has complied with all superannuation obligations in respect of the personnel it engages.</p>	
	<p>Answer #1 Date: 2021-12-11 07:21 Disclosed: Yes Answer: All obligations with respect to superannuation for the business have been complied with and are up to date.</p>	<p>User: Internal Gavin Barnes Attachments:</p>
542	<p>Question Date: 2021-12-12 13:51 Submission Date: 2021-12-12 13:51 Priority: High Answered: Yes Status: Disclosed</p>	<p>User: Pembra Chris Meaney Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes</p>
	<p>Age: 60d 02h 46m Date: 2021-12-13 11:37</p>	
	<p>Subject: Oct-21 and Nov-21 trading update (sales data) Question: Thank you for providing updated monthly P&L and BS data through to Nov-21. Can you please update the sales by customer files (i.e. VDR ref '0513 Sales by Client Type and Postcode 2022FY') for October and November actuals as well?</p>	
	<p>Answer #1 Date: 2021-12-13 10:58 Disclosed: Yes Answer: Refer attached</p>	<p>User: Internal Mark Bromback Attachments: Sales by Client OCT NOV21.xlsx</p>
3500	<p>Question Date: 2021-12-12 13:52 Submission Date: 2021-12-12 13:52 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pembra Chris Meaney Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes</p>
	<p>Age: 60d 02h 50m Date: 2021-12-13 11:33</p>	
	<p>Subject: Customer invoicing Question: How does ACIS invoice customers? Is this performed through Xero or through another sales/CRM system? What are the standard/default payment terms offered to customers? Further to the above, from responses previously received we note that you are unable to extract aged debtors and creditors listings for prior periods, how does this impact the business' ability to manage debtors and creditors?</p>	
	<p>Answer #1 Date: 2021-12-13 11:22 Disclosed: Yes Answer: Invoicing is done through our propriety system the standard terms offered are nil, 7 days 30 days EOM. Creditors are processed through Xero and are able to be produced retrospectively. Debtors are only able to be produced on a current basis. There has been no material impact with the ongoing management of debtors</p>	<p>User: Internal Mark Bromback Attachments:</p>
8629	<p>Question Date: 2021-12-12 13:53 Submission Date: 2021-12-12 13:53 Priority: High Answered: Yes Status: Disclosed</p>	<p>User: Pembra Chris Meaney Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes</p>
	<p>Age: 60d 02h 47m Date: 2021-12-13 11:36</p>	
	<p>Subject: Overhead costs in FY22 Question: Is the view of the business that the current level of overheads is appropriate to support the increase in revenue forecast in FY22F? Is there any view as to whether additional headcount may be required to sustain the increased workload? Further, if additional heads are required, is there adequate space in your current office to house these staff?</p>	
	<p>Answer #1 Date: 2021-12-13 11:36 User: Internal Gavin Barnes</p>	

Project Fairway - Q&A Report

Disclosed: Yes

Attachments:

Answer: At present we have sufficient staff to carry the increased revenue, bearing in mind Acis Legal are outsourcing volume through the offshore away team as needed. If additional head count is needed we have the space to manage the head count. The office space was reconfigured and expanded to cater for a larger head count this calendar year.

285

Question Date: 2021-12-12 13:53

User: Pembra Chris Meaney

Submission Date: 2021-12-12 13:53

Priority: High

Disclosure: All Data Room Users

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Troy Morgan

Age: 60d 00h 57m

Date: 2021-12-13 13:26

Subject: YTD FY22 rent costs

Question: We note from the YTD FY22 P&L within the '080709 FY22_Normalisations_KPMG' file that rent is significantly reduced in August, October and November of 2021 (i.e. FY22). Can you please advise what has driven the reduction in rent during these months?

For context, in FY21 we were seeing a charge of c.\$19k, however in Aug-21 it was c.7k, Oct-21 c.\$(0.7)k and Nov-21 c.\$2.5k.

Answer #1

Date: 2021-12-13 13:26

User: Internal Troy Morgan

Disclosed: Yes

Attachments:

Answer: Monthly rent appears to be \$11,873 (exc \$2,500 for Sydney) which has changed recently. There have been a series of refunds/adjustments which have led to the unusual items in the current financial year but relate to overpayments in FY21.

Some revision of the normalisations will be required but I don't expect them to be material. For present purposes, assume normalised rent for FY22 will be \$11,873 per month excluding outgoings.

7326

Question Date: 2021-12-13 13:28

User: TCA Partners Sam Sheppard

Submission Date: 2021-12-13 13:28

Priority: Low

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Sam Sheppard

Age: 60d 00h 54m

Date: 2021-12-13 13:29

Subject: Vlad queries

Question: - To avoid potential misclassification issues later on, please clarify why Gavin and Martin will not be employees?
- Could you please follow up on which products require contracts (e.g. SuperDepot) and provide samples for those?

Answer #1

Date: 2021-12-13 13:29

User: Internal Sam Sheppard

Disclosed: Yes

Attachments:

Answer: LTIP plus Directors Fees

In terms of the query below in particular those dealing with LTIP for myself and Martin, the historical position is that we have been paid directors fees through our interposed consulting entities. I am not employee of my law firm, I get paid a consultancy fee from Redchip in the same fashion that I get paid a director's fee from Acis. I have run that consulting arrangement and my tax affairs in that fashion for at least the last 20 years. I have always had a number of external engagements aside from Redchip that paid consulting revenue/board fees to my consulting entity.

Our preference is that any director fees together with the incentives as referenced in the term sheet are dealt with through a consultancy agreement between Acis and our respective interposed entities.

Product Contracts

As we spoke about in the zoom call yesterday we don't have products supply contracts with any party other than an agreement we signed with Deloitte about five years ago. That was a one-off. All other customer engagements are governed by our standard terms and conditions whether they are customers of ACIS, reviewa or SuperDepot.

3480

Question Date: 2021-12-13 14:00

User: Pembra Chris Meaney

Submission Date: 2021-12-13 14:00

Priority: High

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 59d 23h 57m

Date: 2021-12-13 14:26

Subject: Personal expenses

Question: With reference to the answer provided for Q&A item #5065, we note that the insurance claim relates to a trip to the US Master golf tournament in the USA. Can you please confirm whether this was a business or personal trip?

Further, can you please confirm more broadly whether personal expenses are captured within EBITDA.

Answer #1

Date: 2021-12-13 14:26

User: Internal Gavin Barnes

Disclosed: Yes

Attachments:

Answer: The trip referred to was personal, Acis corporate travel insurance covers directors (and their families) for personal travel, both domestic and abroad.

As for the 2nd part of the query, Acis only covers Acis-related expenses

1404.1

Question Date: 2021-12-13 14:03

User: Pembra Chris Meaney

Submission Date: 2021-12-13 14:03

Priority: Medium

Disclosure: All Data Room Users

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Sam Sheppard

Age: 59d 03h 05m

Date: 2021-12-14 11:18

Subject: Rent relief query

Project Fairway - Q&A Report

Question: We note from the detailed monthly consolidation file provided that the rent expense in Jun-20 in \$(15.8)k vs an average monthly expense of c.\$21k for the remaining months. Can you please confirm that the rent relief received was only the c.\$14k detailed previously, and the remainder of the difference - vs the average monthly expense - related to other adjustments?

Related Questions:

#1404 Rent relief query

Answer #1**Date:** 2021-12-13 18:57**User:** Internal Troy Morgan**Disclosed:** Yes**Attachments:**

Answer: The rent relief was \$14k. All rent to this point appears to be one month ahead of the invoice date. E.g. June 2020 was processed in May 2020, May 2020 was processed in April and therefore, there was no office rent was recorded in June.

In FY21, the same thing happens starting in July where July and August are recorded in July. If you exclude the \$14k refund and total the 24 months, his will be very close to the correct total and therefore the monthly average should be materially correct.

Answer #2**Date:** 2021-12-14 10:22**User:** Internal Mark Bromback**Disclosed:** Yes**Attachments:**

Answer: Hi Gav. This question relates to adjustments made by KPMG

8395.1

Question Date: 2021-12-13 14:35**User:** Pamba Claire Ho**Submission Date:** 2021-12-13 14:35**Priority:** High**Disclosure:** Question Author's User Group**Answered:** Yes**Has Undisclosed Answers:** No**Status:** Disclosed

Internal Gavin Barnes

Age: 58d 22h 12m**Date:** 2021-12-14 16:11**Subject:** PPSR Searches

Question: In response to RFI Response #8395 relating to the "AllPAAP no exceptions" registrations against the Target Group and Vendors, we were not advised of what the registrations with respect to the AllPAAP registrations in favour of Esanda Finance (3 against Acis Services and 3 against Echelon Pty Ltd) related to. Please confirm:

- (i) what the AllPAAP registrations relate to and whether these registrations will be released prior to Completion; and
- (ii) if any of these registrations relate to security for borrowed moneys and if there are any termination or other rights in the underlying documents that would be triggered by the Proposed Transaction.

Related Questions:

#8395 PPSR Searches

Answer #1**Date:** 2021-12-14 16:11**User:** Internal Gavin Barnes**Disclosed:** Yes**Attachments:**

Answer: These registrations are a combination of old expired and haven't been removed, incorrectly registered in the 1st place without the knowledge of the party in question. In any event we can confirm the registrations will be released prior to Completion and/or none these registrations relate to security for borrowed moneys and nor do they have any termination or other rights that would be triggered by the Proposed Transaction.

2990

Question Date: 2021-12-13 15:20**User:** Pamba Chris Meaney**Submission Date:** 2021-12-13 15:20**Priority:** Medium**Disclosure:** Question Author's User Group**Answered:** Yes**Has Undisclosed Answers:** No**Status:** Disclosed

Internal Gavin Barnes

Age: 59d 19h 53m**Date:** 2021-12-13 18:30**Subject:** Financing arrangements

Question: Per the balance sheet, there are the following liabilities, as at Jun-21:

- Chattel Mortgage
- Hire purchase liability
- Loan - Westpac

Can you please provide a brief description of what each relate to (i.e. car financing)?

Additionally, there was also previously a QRIDA loan amount on the balance sheet. Can you please also provide some brief context around this balance?

Answer #1**Date:** 2021-12-13 16:09**User:** Internal Mark Bromback**Disclosed:** Yes**Attachments:**

Answer: Chattel Mortgage relates to the loan for the production printers.
Hp liability relates to the Motor Vehicle Loan
The Loan Westpac relates to the loan for the purchase of CST Documents.
The QRIDA Loan was a facility to assist with covid cashlow changes and this loan has been cleared

6491

Question Date: 2021-12-13 16:13**User:** Pamba Vladimir Vukic**Submission Date:** 2021-12-13 16:13**Priority:** Medium**Disclosure:** Question Author's User Group**Answered:** Yes**Has Undisclosed Answers:** No**Status:** Disclosed

Internal Sam Sheppard

Age: 59d 22h 01m**Date:** 2021-12-13 16:22**Subject:** Clarification of Employee Status

Question: To avoid potential misclassification issues later on, we wanted to clarify why Gavin and Martin will not be employees?

Answer #1**Date:** 2021-12-13 16:22**User:** Internal Sam Sheppard**Disclosed:** Yes**Attachments:**

Answer: LTIP plus Directors Fees

Project Fairway - Q&A Report

In terms of the query below in particular those dealing with LTIP for myself and Martin, the historical position is that we have been paid directors fees through our interposed consulting entities. I am not employee of my law firm, I get paid a consultancy fee from Redchip in the same fashion that I get paid a director's fee from Acis. I have run that consulting arrangement and my tax affairs in that fashion for at least the last 20 years. I have always had a number of external engagements aside from Redchip that paid consulting revenue/board fees to my consulting entity.

Our preference is that any director fees together with the incentives as referenced in the term sheet are dealt with through a consultancy agreement between Acis and our respective interposed entities.

4991	Question Date: 2021-12-13 16:14 Submission Date: 2021-12-13 16:14 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Vladimir Vukic Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Age: 59d 22h 00m Date: 2021-12-13 16:23
	Subject: Contracts Question: Could you please follow up on which products require contracts (e.g. SuperDepot) and provide samples for those? [This is a repeat of the question from the email chain]	User: Internal Sam Sheppard
	Answer #1 Date: 2021-12-13 16:23 Disclosed: Yes Answer: As we spoke about in the zoom call on 6-December we don't have products supply contracts with any party other than an agreement we signed with Deloitte about five years ago. That was a one-off. All other customer engagements are governed by our standard terms and conditions whether they are customers of ACIS, reviewa or SuperDepot.	Attachments: User: Internal Sam Sheppard
1960	Question Date: 2021-12-13 16:49 Submission Date: 2021-12-13 16:49 Priority: High Answered: Yes Status: Disclosed	User: Pemba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Age: 59d 20h 10m Date: 2021-12-13 18:13
	Subject: Tax Question: Please confirm whether All Things Must Pass Pty Ltd beneficially owns shares in Acis Holdings Pty Ltd or as trustee for a trust.	User: Internal Troy Morgan
	Answer #1 Date: 2021-12-13 18:13 Disclosed: Yes Answer: Beneficially.	Attachments: User: Internal Troy Morgan
7637	Question Date: 2021-12-13 19:11 Submission Date: 2021-12-13 19:11 Priority: High Answered: Yes Status: Disclosed	User: Pemba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Age: 59d 03h 34m Date: 2021-12-14 10:49
	Subject: Liability re legal advice and services Question: Please provide an overview of the Target Group's contractual and legal liability for the provision of legal advice and legal services (intra-group and to Acis customers) as this part of RFI (8009) was not answered.	User: Internal Gavin Barnes
	Answer #1 Date: 2021-12-14 10:49 Disclosed: Yes Answer: Acis Legal Pty Ltd an ILP employs the lawyers - the paralegals and front of house staff employed by Acis operate under their supervision. Only the lawyers in the ILP give legal advice to clients in a narrow band (in and around the Acis core product suite) typically related to variations, modifications of core products to suit the client specific application/request. Any legal advice outside that narrow channel is referred to Acis external lawyer panel, the client's then has to decide to engage or not with that external law firm. Acis Legal as an ILP is insured for professional indemnity advice via the the QLS and Lexon.	Attachments: User: Internal Gavin Barnes
2110	Question Date: 2021-12-13 19:12 Submission Date: Not set Priority: High Answered: No Status: Rejected by Q&A Administrator	User: Pemba Claire Ho Disclosure: Not set Has Undisclosed Answers: No Internal Age: 58d 22h 35m Date: 2021-12-14 15:48 Comments: Claire I think this has been covered off - i went top to bottom in the Q & A so if I am wrong please ask a more specific question in light of what I have covered off.
	Subject: Acis Legal Question: In response to our RFI relating to the function of Acis Legal, Management advised (RFI Response 8009) that "Acis Legal Pty Ltd which is part of the Group is an ILP, it's function and operation in terms of providing legal advice to Acis customers has been explained in detail to Pemba." We understand from Pemba that in addition to the provision of legal services to the Acis Group, there is a Brisbane-based team available during business hours to provide general guidance at no cost to the customer, i.e. a 'hotline' for general advice that customers can call up to ask questions. However, for written, specific client advice, Acis refers the customer to its referral law firm partners. Please confirm this is the case and that Acis Legal does not have any other function.	
3696	Question Date: 2021-12-13 19:13 Submission Date: 2021-12-13 19:13 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Age: 58d 22h 33m Date: 2021-12-14 15:50
	Subject: PPSR Searches Question: Please confirm that the 1 'general tangible' registration against Acis Settlements in favour of Suncorp Metway-Limited (i) has been made in the ordinary course of business and is expected to remain in place following Completion and (ii) does not relate to security for borrowed moneys, and (iii) there are no termination or other rights in the underlying documents that would be triggered by the Proposed Transaction.	User: Internal Gavin Barnes

Project Fairway - Q&A Report

	Answer #1	Date: 2021-12-14 15:50 Disclosed: Yes Answer: That registration is an error on the part of Suncorp likely from seeing the name Acis Settlements P/L in a trust deed as settlor and their lawyers being over zealous. Please ignore it.	User: Internal Attachments:	Gavin Barnes
5277	Question Date: 2021-12-13 19:13 Submission Date: Not set Priority: High Answered: No Status: Rejected by Q&A Administrator	Age: 58d 22h 32m Comments: already explained.	User: Pemba Disclosure: Not set Has Undisclosed Answers: No	Claire Ho Gavin Barnes
	Subject: Function of Acis Group Companies Question: Please confirm what the function of Acis Holdings Pty Ltd is (other than it being the holding company of the Acis Group).			
7400	Question Date: 2021-12-13 19:14 Submission Date: 2021-12-13 19:14 Priority: High Answered: Yes Status: Disclosed	Age: 58d 22h 28m	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No	Claire Ho Gavin Barnes
	Subject: Acquisitions Question: Please confirm there are no claims, payment obligations or liabilities (including any unresolved claims or anything likely to give rise to a claim) involving a third party, the Target Group, the sellers, the guarantors, Quick Companies Pty Ltd or CST Documents Pty Ltd pursuant to their respective acquisition agreements (CST Documents SSA dated 14 December 2017 and Quick Companies ASA dated 9 May 2016).	Date: 2021-12-14 15:55		
	Answer #1	Date: 2021-12-14 15:55 Disclosed: Yes Answer: That is confirmed - and as far as the Sellers are aware there is nothing outstanding that would give rise to such a claim.	User: Internal Attachments:	Gavin Barnes
8021	Question Date: 2021-12-13 19:14 Submission Date: 2021-12-13 19:14 Priority: Medium Answered: Yes Status: Disclosed	Age: 58d 20h 48m	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No	Claire Ho Gavin Barnes
	Subject: Trust ABNs Question: Please provide us with the trust ABNs for Echelon Superannuation Fund and The Echelon Trust for the purposes of running PPSR searches or confirm there are none.	Date: 2021-12-14 17:35		
	Answer #1	Date: 2021-12-14 16:10 Disclosed: Yes Answer: Echelon Trust ABN 55 461 001 906 Echelon Superannuation Fund ABN 91 428 166 039	User: Internal Attachments:	Matt Neibling
1579	Question Date: 2021-12-13 19:15 Submission Date: 2021-12-13 19:15 Priority: Medium Answered: Yes Status: Disclosed	Age: 58d 03h 06m	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No	Claire Ho Gavin Barnes
	Subject: Dividends Question: In respect of each Target Group Company, please provide details of: (a) all dividends and other distributions declared and paid and any reduction of capital undertaken during the last 3 years; (b) any dividends or other distributions declared or determined but not paid; (c) any agreement or arrangement which restricts the payment of dividends or the making of any other distribution; and (d) details of any transactions undertaken which involved the provision of financial assistance within the terms of section 260 of the Corporations Act.	Date: 2021-12-15 11:17		
	Answer #1	Date: 2021-12-15 11:17 Disclosed: Yes Answer: responses are underlined. (a) all dividends and other distributions declared and paid (as disclosed in the accounts provided) and any reduction of capital undertaken (NONE) during the last 3 years; (b) any dividends or other distributions declared or determined but not paid (NIL); (c) any agreement or arrangement which restricts the payment of dividends or the making of any other distribution; (NONE) and (d) details of any transactions undertaken which involved the provision of financial assistance within the terms of section 260 of the Corporations Act.(NONE)	User: Internal Attachments:	Gavin Barnes
6135	Question Date: 2021-12-13 19:15 Submission Date: 2021-12-13 19:15 Priority: Medium Answered: Yes Status: Disclosed	Age: 58d 22h 31m	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No	Claire Ho Gavin Barnes
	Subject: Deed of Termination Question: Please confirm the licence fee for FY2020 (which constitutes part of the assignment fee) referred to in Doc 0308 has been made by the Company to each of Echelon and All Things Must pass pursuant to the Deed of Termination. We understand the interim payments of \$150,000 has already been made.	Date: 2021-12-14 15:52		

Project Fairway - Q&A Report

	Answer #1	Date: 2021-12-14 15:52 Disclosed: Yes Answer: This question has been superseded by later questions, this was an interim installment all amounts pursuant to the termination deed have been paid in full as disclosed.	User: Internal Gavin Barnes Attachments:
9870	Question Date: 2021-12-13 19:16 Submission Date: 2021-12-13 19:16 Priority: Medium Answered: Yes Status: Disclosed	User: Pamba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 58d 22h 34m Date: 2021-12-14 15:49	Subject: IT - Salesforce Question: The response to #73 of the Legal Diligence Preliminary Information Request List provides that "A key external consultant has been engaged by the company to work with us in relation to [the salesforce implementation] and salesforce have recommended one of their implementation team for us to engage with Salesforce external consultant". Please confirm if the external consultant referred to is Cludo Pty Ltd trading as VISEO Australia (as disclosed in 0404).
	Answer #1	Date: 2021-12-14 15:49 Disclosed: Yes Answer: Correct - sorry to be a little obtuse all of that has been happening in virtual parallel to this process.	User: Internal Gavin Barnes Attachments:
3428	Question Date: 2021-12-13 19:16 Submission Date: 2021-12-13 19:16 Priority: Medium Answered: Yes Status: Disclosed	User: Pamba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 59d 01h 00m Date: 2021-12-14 13:23	Subject: Object IT Contractor's Agreement - commencement date Question: Please confirm the commencement date of the Object IT Contractor's Agreement (0410) as this item is blank in the reference schedule
	Answer #1	Date: 2021-12-14 13:23 Disclosed: Yes Answer: Commencement Date - 1st July 2020.	User: Internal Gavin Barnes Attachments:
5264	Question Date: 2021-12-13 19:17 Submission Date: Not set Priority: Medium Answered: No Status: Rejected by Q&A Administrator	User: Pamba Claire Ho Disclosure: Not set Has Undisclosed Answers: No Internal Gavin Barnes Age: 56d 06h 09m Comments: it's been asked again.	Subject: Fully executed copy of Redchip Service and License Agreement Question: The Redchip Service and License Agreement is unsigned (0318). Please provide a fully executed copy.
9366	Question Date: 2021-12-13 19:17 Submission Date: 2021-12-13 19:17 Priority: Medium Answered: Yes Status: Disclosed	User: Pamba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 59d 01h 05m Date: 2021-12-14 13:18	Subject: Breach of Target Groups's intellectual property rights Question: Noting the answer provided to RFI #70 "Intellectual Property" and "Overview of the ACIS Group IP", please confirm there has been no breach of the Target Group's intellectual property rights by a third party or a third party's intellectual property rights by the Target Group.
	Answer #1	Date: 2021-12-14 13:18 Disclosed: Yes Answer: To the sellers knowledge there has been no breach	User: Internal Gavin Barnes Attachments:
3782	Question Date: 2021-12-13 19:17 Submission Date: 2021-12-13 19:17 Priority: Medium Answered: Yes Status: Disclosed	User: Pamba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 59d 01h 06m Date: 2021-12-14 13:17	Subject: Ownership of material IP rights and IT Question: Please confirm that all employee or contractor-developed material intellectual property rights and IT developed by or for the Target Group is owned by the Target Group.
	Answer #1	Date: 2021-12-14 13:17 Disclosed: Yes Answer: That is confirmed.	User: Internal Gavin Barnes Attachments:
4298	Question Date: 2021-12-13 19:18 Submission Date: 2021-12-13 19:18 Priority: Medium Answered: Yes Status: Disclosed	User: Pamba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 59d 01h 07m Date: 2021-12-14 13:16	Subject: Moral rights waivers Question: Further to RFI 4804, please confirm whether any other moral rights waivers have been obtained, including from Redchip or Xtramedia?
	Answer #1	Date: 2021-12-14 13:16 Disclosed: Yes	User: Internal Gavin Barnes Attachments:

Project Fairway - Q&A Report

6091	<p>Answer: No they haven't been obtained</p> <p>Question Date: 2021-12-13 19:18 Submission Date: 2021-12-13 19:18 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pembra Claire Ho</p> <p>Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal: Gavin Barnes</p>
<p>Age: 58d 22h 41m Date: 2021-12-14 15:42</p>		
<p>Subject: Domain name details Question: For the domain names owned by the Target Group, including acis.net.au, acis.com.au, superdepot.net.au, cst.com.au, quickcompanies.com.au, reviewa.net.au, please provide details of the applicable domain registrar, renewal dates, and the name and email of the registrant as reflected in the WHOIS database, and a copy of all applicable domain registry certificates, WHOIS database records or domain account printouts reflecting the name of the registrant organisation (not anonymised) in order to prove ownership by the Target Group.</p>		
<p>Answer #1</p>		
<p>Date: 2021-12-14 15:42 User: Internal Gavin Barnes Disclosed: Yes Attachments:</p>		
<p>Answer: Refer to the data room under the IP heading all current domain certificates added. A list of domains owned with their last renewal dates is below -</p>		
<p>Domain Name renewal date acis.com.au 26-Feb-22 acislegal.online 13-Jun-22 acislegal.net 13-Jun-22 acislegal.com 13-Jun-22 acislegal.net.au 13-Jun-22 acislegal.com.au 13-Jun-22 trustdepot.net.au 1-Apr-22 trustdepot.online 1-Apr-22 whytaketherisk.com.au 10-Dec-22 quickcompanies.com.au 30-May-22 cstdocuments.com 3-Dec-22 cstdocuments.com.au 3-Dec-22 superdepot.net.au 15-Dec-22 cst.com.au 6-May-22 acis.net.au 28-Jun-22</p>		
957	<p>Question Date: 2021-12-13 19:18 Submission Date: 2021-12-13 19:18 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pembra Claire Ho</p> <p>Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal: Sam Sheppard</p>
<p>Age: 59d 01h 36m Date: 2021-12-14 12:47</p>		
<p>Subject: Documents related to the Salesforce engagement Question: Please provide all agreements relating to the Salesforce engagement, including any master agreements pursuant to which the Salesforce order was made (0403). Alternatively, please confirm if the applicable governing terms are https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/salesforce_MSA.pdf (as reference in the order form).</p>		
<p>Answer #1</p>		
<p>Date: 2021-12-14 12:42 User: Internal Mark Bromback Disclosed: Yes Attachments: Order Form_Q-04921353.pdf Order Form_Q-05119533.pdf</p>		
<p>Answer: Attached signed sales force agreements. The governing rules are per the order form</p>		
5603	<p>Question Date: 2021-12-13 19:19 Submission Date: 2021-12-13 19:19 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pembra Claire Ho</p> <p>Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal: Gavin Barnes</p>
<p>Age: 58d 02h 59m Date: 2021-12-15 11:24</p>		
<p>Subject: Details, description and documents relating to material IP owned by the Target Group Question: Please provide all details, description and documents relating to the material IP owned by the Target Group including: (a) the ACIS and SuperDepot web interface used by customers to order products and services; (b) the back end of the platform that manages the production of the products and services including printing and binding; (c) the customer database including comprehensive history on all customers within the proprietary CRM; (d) the catalogue and library of precedents, templates, forms and documents which comprise core ACIS product range (e.g. company constitutions, trust deeds, superannuation fund deeds and rules and deeds of amendments) (ACIS Product Suite); and (e) the ACIS platform (front and back end plus the CRM). Please include any development agreements and / or details of all persons who contributed to the development of each piece of IP, and provide evidence that each of those persons has assigned all intellectual and moral rights to a Target Group Company.</p>		
<p>Answer #1</p>		
<p>Date: 2021-12-15 11:24 User: Internal Gavin Barnes Disclosed: Yes Attachments:</p>		
<p>Answer: There are no documents relating to the material IP owned by the target group as regards Acis , super depot and reviewa. Those applications and platforms were all developed and built in-house by employed staff or by contractors. Full details have been previously supplied in that regard including copies of current agreements with contractors. The backend platform that manages production of documents and services, the database, the customer relationship management functionality of the database are all proprietary and no documentation exists. The catalogue and library of precedents templates, forms and documents which comprise the core product range was either developed in house by the Acis legal team and or otherwise dealt is dealt with in the ACIS and redchip license agreement document 0318.</p>		
2546	<p>Question Date: 2021-12-13 23:13</p>	<p>User: Pembra Claire Ho</p>

Project Fairway - Q&A Report

Submission Date: 2021-12-13 23:13

Priority: High

Answered: Yes

Status: Disclosed

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 59d 02h 29m

Date: 2021-12-14 11:54

Subject: Material Customers

Question: We understand that Management has advised Pemba that the Business is highly diversified across the customer base i.e. professional advisory firms. Please confirm that there are no 'material' customers with respect to the Business and that no one / group of customer(s) is critical to the Business / Target Group (this part of RFI 8828 was not answered with Management only confirming that that virtually all customers are 'transactional' other than some SuperDepot customers that pay annual subscriptions).

Answer #1

Date: 2021-12-14 11:52

Disclosed: Yes

Answer: Confirmed

User: Internal Mark Bromback

Attachments:

7433

Question Date: 2021-12-13 23:14

Submission Date: 2021-12-13 23:14

Priority: High

Answered: Yes

Status: Disclosed

User: Pemba Claire Ho

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 59d 01h 54m

Date: 2021-12-14 12:29

Subject: Material Suppliers

Question: We understand from a previous RFI response (8828) that Acis is the only contracting entity of the Target Group but this is inconsistent with our review of the Business' standard terms and conditions under which Reviewa and SuperDepot are also contracting entities of the Target Group. Please confirm which is correct. Management has also advised that all suppliers except 'ASIC' are replaceable. Please confirm that all the suppliers identified in Doc# 0209 (Top 16 Suppliers) are all replaceable with alternative suppliers and will not have a material impact to the Business.

Answer #1

Date: 2021-12-14 12:29

Disclosed: Yes

Answer: Acis, Reviewa and Super depot all engage with customers. Aside from Acis and Australia Post (on the top 16 supplier list) all other suppliers can be replaced.

User: Internal Gavin Barnes

Attachments:

9757

Question Date: 2021-12-13 23:14

Submission Date: 2021-12-13 23:14

Priority: High

Answered: Yes

Status: Disclosed

User: Pemba Claire Ho

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 59d 02h 28m

Date: 2021-12-14 11:55

Subject: Material Supplier - ASIC

Question: We understand from a previous RFI response that ASIC is the third largest supplier of the Business but this has not been included in Doc 0209 (we understand there are no contracts in place with ASIC). Please confirm if this is the case and provide us with the expenditure associated with ASIC. This part of RFI 2985 was not answered.

Answer #1

Date: 2021-12-14 11:51

Disclosed: Yes

Answer: ASIC is the government body that registers companies and payments are made the following days for the charges incurred.

User: Internal Mark Bromback

Attachments:

There is no contract in place.

The charges are recoded in the P&L as Incorp & Registration Fees in COGS

3408

Question Date: 2021-12-13 23:14

Submission Date: 2021-12-13 23:14

Priority: High

Answered: Yes

Status: Disclosed

User: Pemba Claire Ho

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 59d 02h 02m

Date: 2021-12-14 12:21

Subject: Reviewa and BGL

Question: We note that Management has advised (RFI response 7798) that a reason for Reviewa's establishment was so that BGL (Acis' integration partner) did not think Acis Group was developing products that competed with BGL. Please confirm (i) what BGL's product offering is and provide copies of any arrangements in place between BGL and the Acis Group (in relation to RFI response 7798) (ii) whether in Management's view the product offering provided by BGL and Reviewa are similar in nature (iii) whether there will be any issues (commercially or relating to IP etc.) that will arise if BGL becomes aware of Reviewa's product offering and Reviewa being an entity related to the Acis Group (iv) that no Acis Group Company is bound by any restriction on the products and services it can develop and offer or otherwise, in favour of BGL.

Answer #1

Date: 2021-12-14 12:21

Disclosed: Yes

Answer: 1. BGL delivers a full corporate registry management solution. As disclosed Acis platform integrates with BGL for a client using BGL solution to manage their corporate registry for end users. No written agreement exists.
2. Reviewa manages one aspect only for clients - the annual return/annual solvency declaration/payment of Acis AR fee. that same functionality is part of BGL's corporate registry solution.
3. There are no IP issues as between BGL and Acis - we can't speculate what BGL might do if they discover that Acis owns Reviewa.
4. Acis can do whatever it likes in terms of product development.

User: Internal Gavin Barnes

Attachments:

5860

Question Date: 2021-12-13 23:14

Submission Date: 2021-12-13 23:14

Priority: High

Answered: Yes

Status: Disclosed

User: Pemba Claire Ho

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Project Fairway - Q&A Report

		Age: 59d 02h 14m	Date: 2021-12-14 12:09
	Subject: eWay contract		
	Question: Please provide a copy of the agreement / terms in place with eWay (e-commerce platform) (in response to RFI 8828) or otherwise confirm that this arrangement is not material to the Business.		
	Answer #1		
	Date: 2021-12-14 12:09	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
	Answer: Our subscription was renewed NOV20 for 3 years refer invoice attached. It's not material - it's their standard customer engagement terms.		
6852	Question Date: 2021-12-14 11:46	User: Pamba	Claire Ho
	Submission Date: 2021-12-14 11:46		
	Priority: Medium	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
		Age: 59d 01h 19m	Date: 2021-12-14 13:04
	Subject: Contractor Agreements		
	Question: "ACIS IT resources" (0412) refers to Ben (Xtramedia), Sunny (Quixom), Akshay (TrooCreative), Ankit (Trooinbound), Sumit (Systango) as contractors. Please provide us with the relevant agreements for these contractors. Please provide details of each person's engagement, including their contributions, and provide evidence that each of those persons has assigned all intellectual and moral rights to a Target Group Company.		
	Answer #1		
	Date: 2021-12-14 13:04	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
	Answer: Refer to the contracts uploaded to the folder - Information Technology		
7721	Question Date: 2021-12-14 11:46	User: Pamba	Claire Ho
	Submission Date: 2021-12-14 11:46		
	Priority: High	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
		Age: 59d 02h 13m	Date: 2021-12-14 12:10
	Subject: Tracano IP		
	Question: Please provide all relevant documents and agreements relating to the transfer of ownership of the IPR and assignment of the IP Licence Agreement from Tracano Pty Ltd to All Things Must Pass Pty Ltd as referred to in Doc# 0310		
	Answer #1		
	Date: 2021-12-14 12:10	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
	Answer: It's all comprised in the Deed terminating the 2 license agreements.		
4560	Question Date: 2021-12-14 11:47	User: Pamba	Claire Ho
	Submission Date: 2021-12-14 11:47		
	Priority: Medium	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
		Age: 59d 01h 20m	Date: 2021-12-14 13:03
	Subject: Disaster recovery		
	Question: RFI #113 refers to the agreement with AWS that provides maintenance support and disaster recovery. Please provide us with a copy of the agreement with AWS.		
	Answer #1		
	Date: 2021-12-14 12:25	User: Internal	Mark Bromback
	Disclosed: Yes	Attachments: AWS Backup SLA.pdf AWS Customer Agreement.pdf Amazon Compute Service Level Agreement.pdf	
	Answer: Refer attached documentation from AWS the terms are standard		
245	Question Date: 2021-12-14 11:48	User: Pamba	Claire Ho
	Submission Date: 2021-12-14 11:48		
	Priority: Low	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
		Age: 59d 02h 20m	Date: 2021-12-14 12:03
	Subject: Discrepancies between ASIC Search and Registers		
	Question: Our Asic Searches revealed the following inconsistencies between the register of members / register of officers: (a) Acis Settlements does not specify Mark Bromback as the current shareholder and fails to specify the date of cessation of Shane Topping as a shareholder of Acis Settlements. Please confirm Mark Bromback is the current shareholder of Acis Settlements and Shane Topping is no longer the shareholder of Acis Settlements. (b) Acis Holdings and CST Documents fails to specify the date of cessation of Kehn Investments Pty Ltd and Danielle Chiodo respectively, as a shareholder of the relevant Target Group Company. Please confirm they are no longer shareholders of the relevant Target Group Company; (c) the register of officers / directors for Acis Nominees and Acis Settlements does not list Harry Fuller, Findlay Barnes and Thomas Campbell as directors of the relevant Target Group Company when they are stated as directors of the relevant Target Group Company under our ASIC Searches. Please confirm the listed individuals are the correct officers of the relevant Target Group Company; (iv) the register of members for Acis Nominees does not specify the correct date of entry of Acis Holdings as a shareholder (the members register noting the date of entry as 27 February 2018 while the share certificate states the date entered in the register of members is 29 September 2010). Please confirm Acis Holdings' entry as a shareholder of Acis Nominees was 29 September 2010.		
	Answer #1		
	Date: 2021-12-14 12:03	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
	Answer: Responses to the questions are underlined -		

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Acis Settlements does not specify Mark Bromback as the current shareholder and fails to specify the date of cessation of Shane Topping as a shareholder of Acis Settlements. Please confirm Mark Bromback is the current shareholder of Acis Settlements and Shane Topping is no longer the shareholder of Acis Settlements. (Confirmed)

(b) Acis Holdings and CST Documents fails to specify the date of cessation of Kehn Investments Pty Ltd and Danielle Chiodo respectively, as a shareholder of the relevant Target Group Company. Please confirm they are no longer shareholders of the relevant Target Group (That is correct)

(c) the register of officers / directors for Acis Nominees and Acis Settlements does not list Harry Fuller, Findlay Barnes and Thomas Campbell as directors of the relevant Target Group Company when they are stated as directors of the relevant Target Group Company under our ASIC Searches. Please confirm the listed individuals are the correct officers of the relevant Target Group Company;

(Findlay Barnes and Thomas Campbell are directors, Harry Fuller is no longer a director)

(iv) the register of members for Acis Nominees does not specify the correct date of entry of Acis Holdings as a shareholder (the members register noting the date of entry as 27 February 2018 while the share certificate states the date entered in the register of members is 29 September 2010). Please confirm Acis Holdings' entry as a shareholder of Acis Nominees was 29 September 2010. (CORRECT)

5654	Question Date: 2021-12-14 11:48 Submission Date: 2021-12-14 11:48 Priority: High Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 59d 02h 29m Date: 2021-12-14 11:54
	Subject: Royalty Payments Question: We understand a royalty payment of approximately \$2.1 million was paid by the Business split between Echelon ATF the Echelon Trust (Echelon) (\$1.16M) and All Things Must Pass Pty Ltd (ATMP) (\$.96M). Please confirm that the royalty payments: (i) were made pursuant to the IP Licence Agreement between Tracano Pty Ltd and Australian Company Incorporation Services Pty Ltd (0315) and the Intellectual Property Systems Licence Agreement between Echelon Pty ATF Echelon Trust and Australian Company Incorporation Services Pty Ltd (03B19); and (ii) are separate to the assignment fee paid under the deed of terminations in relation to the agreements specified in (i). Please also confirm whether there are any other relevant agreements under which royalty payments are being made or any future payments are intended to be made (we understand these will no longer be made post-Completion).	

Answer #1

Date: 2021-12-14 11:54
Disclosed: Yes
Answer: The payment was made pursuant to the deeds of termination in respect of the two licenses. Those deeds terminated the 2 royalty agreements. All IP rights, if any, held by the licensors in each case were assigned to Acis. From the termination date under the deed no further royalty payments will be made.

5052	Question Date: 2021-12-14 12:45 Submission Date: 2021-12-14 12:45 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 59d 01h 15m Date: 2021-12-14 13:08
	Subject: Overview of complaints on products and services Question: Please provide an overview on what kind of complaints are received (if any) by the Business with respect to any of the products and services that are offered to customers clients and how such complaints are dealt with. Please also confirm that no complaints have been made against the Business with respect to any legal services that the customer claims is being provided to them by the Business.	

Answer #1

Date: 2021-12-14 13:08
Disclosed: Yes
Answer: Customer complaints are largely non-existent as regards the product. Typically a problem relates to use assisting an accountant who has ordered something in error, their judgement or they have made a mistake with their product (incorrect named beneficiaries for example) and require assistance to fix it. Custom orders may receive the odd complaint based on timeliness of delivery. No legal service complaints and no notifications to insurers either.

519	Question Date: 2021-12-14 14:53 Submission Date: 2021-12-14 14:53 Priority: High Answered: Yes Status: Disclosed	User: Pembra Chris Meaney Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 58d 03h 06m Date: 2021-12-15 11:17
	Subject: Trading entity P&L for YTD22 (including Nov-21) Question: Can you please provide an updated version of file '080322 Acis P&L 2022FY YTD' to include the latest trading results for Nov-21? Noting that the current version provided is updated to Oct-21 only.	

Related Documents:

08 Financial 0803 Management accounts > 080322 Acis P&L 2022FY YTD.xlsx

Answer #1

Date: 2021-12-14 16:07
Disclosed: Yes
Answer: Refer attached updated P&L

96	Question Date: 2021-12-14 17:30 Submission Date: 2021-12-14 17:30 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Chris Meaney Disclosure: All Data Room Users Has Undisclosed Answers: No Internal Troy Morgan Age: 57d 23h 07m Date: 2021-12-15 15:16
	Subject: Increase in IP balance in Aug and Sep-21 Question: Can you please confirm if the increase in intellectual property on the balance sheet in Aug-21 and Sep-21 was the result of the royalties being purchased from the vendors?	

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If this was the case, was it recorded simply by debiting IP and crediting cash?

Answer #1

Date: 2021-12-15 15:16 **User:** Internal Troy Morgan
Disclosed: Yes **Attachments:**
Answer: Can you please confirm if the increase in intellectual property on the balance sheet in Aug-21 and Sep-21 was the result of the royalties being purchased from the vendors?

That is correct

If this was the case, was it recorded simply by debiting IP and crediting cash?

That is correct?

[KPMG - Yes that's correct. There were payments in July, August, and September.]

Related Documents:

03 Intellectual Property > 0312 Echelon IP Agreement Termination 190821.pdf

5275

Question Date: 2021-12-14 17:37 **User:** Pamba Chris Meaney
Submission Date: 2021-12-14 17:37
Priority: High **Disclosure:** Question Author's User Group
Answered: Yes **Has Undisclosed Answers:** No
Status: Disclosed **Internal** Sam Sheppard

Age: 57d 20h 28m

Date: 2021-12-15 17:55

Subject: FY21 consolidated P&L and BS

Question: We have noted variances between the FY21 P&L and BS per '080706 FY21_Monthly Normalisations' file and the data presented within '0808 ACIS Group - 2021 Consolidation'. Notably net assets and PBT do not agree.

Can you please advise why this is the case and whether the original consolidation file ('0808 ACIS Group - 2021 Consolidation') has been superseded?

Related Documents:

08 Financial > 080706 FY21_Monthly Normalisations_KPMG.xlsx

08 Financial > 0808 ACIS Group - 2021 Consolidation.xlsx

Answer #1

Date: 2021-12-15 17:52 **User:** Internal Matt Hargreaves
Disclosed: Yes **Attachments:** Acis Consol - FY21 Comparison of monthly normalised v Annual Consolidation.xlsx

Answer: Please see attached a detailed reconciliation between the two documents. Most line item variances relate to allocation or presentation variances in the different consolidation preparations. The two actual variances relate to:

1. VDR 080706 adjusting the the P&L for actual rent expense, rather than the application of AASB 16 which was used in VDR 0808. The rent adjustment was shown in VDR 0807 at row 128.

2. The previously disclosed capitalisation of some IT staff wages that were not picked up in VDR 0808. These were disclosed in VDR 0807 at row 141. The tax impact of this capitalisation is also included in VDR080706.

2437

Question Date: 2021-12-14 18:47 **User:** Pamba Claire Ho
Submission Date: 2021-12-14 18:47
Priority: Low **Disclosure:** Question Author's User Group
Answered: Yes **Has Undisclosed Answers:** No
Status: Disclosed **Internal** Gavin Barnes

Age: 58d 03h 27m

Date: 2021-12-15 10:56

Subject: JVs and partnerships

Question: Please confirm there are no joint venture or partnership agreements to which the Target Group is a party. This part of the RFI response (Doc 12B03) was not answered.

Answer #1

Date: 2021-12-15 10:56 **User:** Internal Gavin Barnes
Disclosed: Yes **Attachments:**

Answer: there are none.

3985

Question Date: 2021-12-14 18:48 **User:** Pamba Claire Ho
Submission Date: 2021-12-14 18:48
Priority: Low **Disclosure:** Question Author's User Group
Answered: Yes **Has Undisclosed Answers:** No
Status: Disclosed **Internal** Gavin Barnes

Age: 58d 03h 23m

Date: 2021-12-15 11:00

Subject: Customers

Question: Please provide details of any pricing, commissions, rebates, discounts, royalties or consideration given to a customer of ACIS. This part of the RFI response 4 (Doc 12B03) was not answered.

Answer #1

Date: 2021-12-15 11:00 **User:** Internal Gavin Barnes
Disclosed: Yes **Attachments:**

Answer: That can't be done as pricing, commissions and any rebates are largely negotiated per customer.

3081

Question Date: 2021-12-14 23:07 **User:** Pamba Chris Meaney
Submission Date: 2021-12-17 12:38
Priority: High **Disclosure:** Question Author's User Group
Answered: Yes **Has Undisclosed Answers:** No
Status: Disclosed **Internal** Sam Sheppard

Age: 51d 05h 04m

Date: 2021-12-22 09:19

Subject: Working capital monthly profile

Question: We note from the monthly FY22 YTD balance sheet data that debtors reduced significantly in Jul-21 and Aug-21, in comparison to the preceding months (and historical trends). What drove this reduction? For context, the balance reduced from averaging c.\$1m in the preceding months to c.\$500k in Jul/Aug.

Further to the above, we observed that GST payable and trade payables spiked in Jul-21, then reduced significantly in Aug-21 (with GST moving into a receivable position). Can you please advise what drove this profile?

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Related Documents:

08 Financial > 080710 FY22 Consolidated Balance Sheet November.xlsx

Answer #1

Date: 2021-12-21 17:58 **User:** Internal Matt Hargreaves
Disclosed: Yes **Attachments:** Acis Revenue Adjustments JUL AUG21.xlsx
Answer: On a consolidated basis, Trade debtors is 755,696 and \$723,842 in July and August 2021 respectively. These figures are understated by the understatement of sales for July and August that was corrected in September 2021. This has been previously disclosed, but for completeness, the attached summarises the timing error.

618.1

Question Date: 2021-12-14 23:08 **User:** Pembra Andrew Cawthron
Submission Date: 2021-12-14 23:08
Priority: High **Disclosure:** Question Author's User Group
Answered: Yes **Has Undisclosed Answers:** No
Status: Disclosed **Internal** Sam Sheppard

Age: 57d 22h 03m

Date: 2021-12-15 16:20

Subject: Capex**Question:** Please advise the quantum of capex required to complete the development of both (i) ACIS2.0 and (ii) Reviewa?

Are they both still on course to be completed during FY22?

Related Questions:

#618 Capex

Answer #1

Date: 2021-12-15 12:10 **User:** Internal Matt Neibling
Disclosed: Yes **Attachments:**
Answer: IT capex previously provided includes the completion of both Reviewa an Acis 2.0. Reviewa will be completed early 2022. Anticipate Acis 2.0 completion by end of 2022.

6964

Question Date: 2021-12-14 23:10 **User:** Pembra Chris Meaney
Submission Date: 2021-12-14 23:10
Priority: Medium **Disclosure:** Question Author's User Group
Answered: Yes **Has Undisclosed Answers:** No
Status: Disclosed **Internal** Gavin Barnes

Age: 57d 01h 18m

Date: 2021-12-16 13:05

Subject: Employee liabilities**Question:** Can you please advise whether the annual leave and long service leave provided for on the balance sheet are fully costed (i.e. include super and on-costs)?

Further to the above, can you please provide the employee leave listing at Nov-21, noting that the latest date provided is Oct-21.

Answer #1

Date: 2021-12-16 13:05 **User:** Internal Gavin Barnes
Disclosed: Yes **Attachments:** Leave Balances 30NOV21.xlsx
Answer: See attached leave balances extracted from Xero as at 30/11/21.
 Long service leave is calculated by KPMG at each year end using a present value calculation to include super and on-costs and the probability that an employee will satisfy the vesting requirements. The calculation performed by Xero (as attached) does not include super or on-costs and is only calculated for those who have a present entitlement.

Annual leave does not include super or on-costs.

2044

Question Date: 2021-12-14 23:46 **User:** Pembra Andrew Cawthron
Submission Date: 2021-12-14 23:46
Priority: High **Disclosure:** Question Author's User Group
Answered: Yes **Has Undisclosed Answers:** No
Status: Disclosed **Internal** Gavin Barnes

Age: 57d 21h 01m

Date: 2021-12-15 17:22

Subject: Bank guarantees**Question:** (i) Our understanding is there is only one bank guarantee facility in existence - refer VDR document 08.02.11. Please confirm whether statement is accurate?

(ii) If so, please advise whether any amounts have been drawn against this facility to date? And if so, please confirm the current outstanding balance under the facility, and how this is accounted for on the balance sheet?

(iii) Please also confirm whether any deposits are currently restricted under the bank guarantee facilities? If so, please provide the quantum and advise how these deposits are accounted for on the balance sheet.

(iv) Finally, please advise whether there are any other rental or other security deposits paid by ACIS as at the latest balance sheet date?

Related Documents:

08 Financial 0802 Financial Arrangements > 080211 Westpac Bank Guarantee Rent Acis Signed 240621.pdf

Answer #1

Date: 2021-12-15 17:22 **User:** Internal Gavin Barnes
Disclosed: Yes **Attachments:**
Answer: (i) Our understanding is there is only one bank guarantee facility in existence - refer VDR document 08.02.11. Please confirm whether statement is accurate?

That is accurate.

(ii) If so, please advise whether any amounts have been drawn against this facility to date? And if so, please confirm the current outstanding balance under the facility, and how this is accounted for on the balance sheet?

It is a guarantee. It has not been drawn down. As it has not been drawn done, it has not been accounted for on the balance sheet.

(iii) Please also confirm whether any deposits are currently restricted under the bank guarantee facilities? If so, please provide the quantum and advise how these deposits are accounted for on the balance sheet.

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No they are not.

(iv) Finally, please advise whether there are any other rental or other security deposits paid by ACIS as at the latest balance sheet date?

There are none.

3776	Question Date: 2021-12-15 10:23 Submission Date: 2021-12-15 10:23 Priority: High Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Age: 58d 03h 14m Date: 2021-12-15 11:09	Claire Ho Gavin Barnes
	Subject: ATMP Question: Please confirm if ATMP is a trading entity and/or holds interests in other entities outside of Acis and if so, provide details of its trading activities / those entities it holds interests in.		
	Answer #1 Date: 2021-12-15 11:09 Disclosed: Yes Answer: It does nothing other than hold equity in Acis Holdings	User: Internal Attachments:	Gavin Barnes
4716	Question Date: 2021-12-15 10:23 Submission Date: 2021-12-15 10:23 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Age: 58d 03h 12m Date: 2021-12-15 11:11	Claire Ho Gavin Barnes
	Subject: The Echelon Trust - AllPAAPs PPSR Question: Please confirm that the AllPAAPs with exceptions registrations in favour of Westpac against The Echelon Trust also relates to security for an acquisition facility currently with a zero balance or otherwise confirm (i) what the AllPAAP registrations relate to and whether these registrations will be released prior to Completion and (ii) if any of these registrations relate to security for borrowed moneys and if there are any termination or other rights in the underlying documents that would be triggered by the Proposed Transaction.		
	Answer #1 Date: 2021-12-15 11:11 Disclosed: Yes Answer: They relate to the acquisition facility with a ZERO balance. To the sellers knowledge there are no termination rights that would be triggered by the proposed transaction.	User: Internal Attachments:	Gavin Barnes
5691	Question Date: 2021-12-15 10:24 Submission Date: 2021-12-15 10:24 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Age: 58d 03h 26m Date: 2021-12-15 10:57	Claire Ho Gavin Barnes
	Subject: Template T&Cs Question: Please confirm what the governing law is under the SuperDepot and Acis (old) template terms and conditions as there is none currently specified under these terms.		
	Answer #1 Date: 2021-12-15 10:57 Disclosed: Yes Answer: Laws of the State of Queensland.	User: Internal Attachments:	Gavin Barnes
3213	Question Date: 2021-12-15 10:25 Submission Date: 2021-12-15 10:25 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Age: 58d 03h 25m Date: 2021-12-15 10:58	Claire Ho Gavin Barnes
	Subject: SuperDepot T&Cs Question: Is there an intention for SuperDepot to also adopt new standard terms and conditions noting the current terms and conditions are materially similar to the current website terms and conditions of ACIS i.e. the old ACIS T&Cs? (Doc# 0916B2)		
	Answer #1 Date: 2021-12-15 10:58 Disclosed: Yes Answer: No plans to change the T's and C's for Super Depot.	User: Internal Attachments:	Gavin Barnes
8068	Question Date: 2021-12-15 10:25 Submission Date: 2021-12-15 10:25 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Age: 58d 02h 48m Date: 2021-12-15 11:35	Claire Ho Gavin Barnes
	Subject: Deloitte contract Question: We understand Deloitte is now subject to Acis' standard terms and conditions. Please provide a copy of the Deloitte contract (which we understand was entered into with the Business approximately 5 years ago) and / or a copy of the deed / notice pursuant to which the agreement was terminated.		
	Answer #1 Date: 2021-12-15 11:35 Disclosed: Yes Answer: Refer to document 0525. it was never formally terminated it has by operation been superseded by our standard terms as Deloitte never moved to a full procurement model across the business.	User: Internal Attachments:	Gavin Barnes
4810.2	Question Date: 2021-12-15 12:06 Submission Date: 2021-12-15 12:06	User: Pemba	Nick Halliday

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	Priority: Medium Answered: Yes Status: Disclosed	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard
	Age: 57d 22h 03m Date: 2021-12-15 16:20	
	Subject: Workers Compensation Question: Noting CST is dormant, can you please confirm a NSW Worker's Compensation policy has been implemented for ACIS? If so can you provide the documentation	
	Related Folders: 10 Insurances	
	Related Questions: #4810.1 Workers Compensation	
	Answer #1 Date: 2021-12-15 12:10 Disclosed: Yes Answer: We have not transferred the account to Acis but undertake to do so	User: Internal Mark Bromback Attachments:
9536	Question Date: 2021-12-15 13:03 Submission Date: 2021-12-15 13:03 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Andrew Cawthron Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard
	Age: 57d 22h 04m Date: 2021-12-15 16:19	
	Subject: Bank reconciliations Question: Please provide copies of the bank reconciliations performed in respect of each bank account as at 30 June 2021 and 30 November 2021, in order to reconcile to the cash balances recorded on the balance sheet	
	Answer #1 Date: 2021-12-15 15:31 Disclosed: Yes	User: Internal Mark Bromback Attachments: ANZ Acis 300621.pdf Acis Legal 301121.pdf ANZ Acis 301121.pdf Westpac Acis Legal 300621.pdf Westpac Acis OLS 301121.pdf Westpac Acis 301121 CA.pdf Westpac Acis 300621 CA.pdf Westpac CST 300621.pdf Westpac CST 301121.pdf Westpac Acis OLS 300621.pdf
	Answer: Refer attached statements	
752	Question Date: 2021-12-15 14:35 Submission Date: 2021-12-15 14:35 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 57d 01h 35m Date: 2021-12-16 12:48	
	Subject: Contracts or commitments Question: In response to our RFI, Management responded, 'none to the knowledge of the seller'. Please note our comments with respect to the relevant line item. In relation to each Group Company, please provide details of, and where relevant copies of documents relating to: (a) any contracts or commitments which contain unusual or onerous obligations; (b) any contracts or commitments which were entered into outside the ordinary course of business or which are not on arm's length terms; (c) any contracts or commitments which establish an agency, distributorship, marketing, licensing or other arrangement; Corrs: we understand the Target Group is a party to a number of licensing agreements. Please confirm this does not apply to licensing agreements. (d) any non-compete agreements with any third party (other than an employee of a Group Company); (e) any contracts which would give rise to a material liability or disruption to the business of a Group Company if terminated or breached; Corrs: please confirm that ASIC and Australia Post is carved out. (f) any offer or proposal that remains open for acceptance which, if accepted, would result in that Group Company being party to any contract or commitment within paragraphs (a) to (e) above; and (g) all documents varying or otherwise affecting the terms of any agreement, arrangement, offer or proposal within paragraphs (a) to (f) above.	
	Answer #1 Date: 2021-12-16 12:48 Disclosed: Yes Answer: In response - 1. as to a,b - None; 2. as to (c) they are disclosed - the Redchip agreement and the Fuse sign agreement 3.(d) - NONE 4. (e) - none save those you have carved out, (g) is also a NO	User: Internal Gavin Barnes Attachments:
8514	Question Date: 2021-12-15 15:05 Submission Date: 2021-12-15 15:05 Priority: High Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard
	Age: 57d 22h 04m Date: 2021-12-15 16:19	
	Subject: Newstead lease Question: Please confirm that (i) the only lease in connection with the Business is the sublease over part of Level 8, 100 Skyring Terrace, Newstead QLD 4006 and the Target Group is not a party to any other lease or occupancy arrangements (ii) in Management's view, there will be no issues with respect to obtaining a change of control consent which may be triggered by the Proposed Transaction pursuant to the sublease. Please also provide a brief overview of the relationship between Redchip and the Business.	
	Answer #1	

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Date: 2021-12-15 15:40 **User:** Internal Mark Bromback
Disclosed: Yes **Attachments:**
Answer: The only lease is in relation to L8 100 Skyring Tce and it is our view that there should be no issues with a change of control consent.

Redchip and Acis has been in the same premises since 1997, Rechip has been Acis's preferred Solicitors during this period. Acis Holdings and Redchip having a common director

3521 **Question Date:** 2021-12-15 17:38 **User:** Pembra Chris Meaney
Submission Date: 2021-12-15 17:38 **Disclosure:** Question Author's User Group
Priority: Medium **Has Undisclosed Answers:** No
Answered: Yes **Status:** Disclosed **Internal** Gavin Barnes
Age: 50d 01h 22m **Date:** 2021-12-23 13:01

Subject: Annual financial statements
Question: Where relevant, can you please provided updated versions of the entity level annual financial statements for FY21? We note that all documents previously provided are in 'draft' form. Please provide final versions (if available), which reconcile to the annual consolidation excel file.

Answer #1
Date: 2021-12-21 17:32 **User:** Internal Matt Hargreaves
Disclosed: Yes **Attachments:**
Answer: The financial statements have not yet been finalised but we will be able to provide final signed copies in January.

6910.1 **Question Date:** 2021-12-15 17:43 **User:** Pembra Chris Meaney
Submission Date: 2021-12-15 17:43 **Disclosure:** Question Author's User Group
Priority: Medium **Has Undisclosed Answers:** No
Answered: Yes **Status:** Disclosed **Internal** Gavin Barnes
Age: 57d 01h 19m **Date:** 2021-12-16 13:04

Subject: Equity participation scheme
Question: Per document '0913 ACIS Equity Participation Scheme Rules' we note that this was addressed to Belinda and Shane Topping. Can you please confirm that they are not also members of the equity participation scheme and only Michael is a member?

Related Questions:
#6910 Equity participation scheme

Answer #1
Date: 2021-12-16 13:04 **User:** Internal Gavin Barnes
Disclosed: Yes **Attachments:**
Answer: Only Michael Nielsen is a member.

2489 **Question Date:** 2021-12-15 21:11 **User:** Pembra Claire Ho
Submission Date: 2021-12-15 21:11 **Disclosure:** Question Author's User Group
Priority: Medium **Has Undisclosed Answers:** No
Answered: Yes **Status:** Disclosed **Internal** Gavin Barnes
Age: 57d 01h 19m **Date:** 2021-12-16 13:04

Subject: Deloitte contract
Question: We understand from RFI Response 8068 that the Deloitte Contract (0525) entered into in 1 January 2017 was never formally terminated but superseded by the Business' standard terms and conditions as "Deloitte never moved to a full procurement model across the business". Please clarify what this means.

 We also note that the expiry date under the Deloitte contract is 31 December 2019 unless the parties by mutual agreement decide to extend the agreement for a further period. Please confirm whether (i) the Deloitte Contract effectively expired on 31 December 2019 and no agreement was made to extend the term of the contract and (ii) Deloitte now engages with the Business on the Business' standard terms and conditions via account creation or a request for services (like all other customers of the Business).

Answer #1
Date: 2021-12-16 13:04 **User:** Internal Gavin Barnes
Disclosed: Yes **Attachments:**
Answer: The agreement expired and hasn't been renewed. they are a transactional 'ad hoc' customer

1183 **Question Date:** 2021-12-16 03:26 **User:** Pembra Una Kim
Submission Date: 2021-12-16 03:26 **Disclosure:** Question Author's User Group
Priority: Low **Has Undisclosed Answers:** No
Answered: Yes **Status:** Disclosed **Internal** Gavin Barnes
Age: 57d 01h 21m **Date:** 2021-12-16 13:02

Subject: Expiry of Xtramedia agreement
Question: We note that the Xtramedia Agreement (Doc 0917) expired on 17 October 2018 (assuming the option to a further term was exercised) however the Xtramedia Agreement appears to remain in place. Please confirm this is the case and if so, on what terms and conditions Ben/Xtramedia are currently engaged with the Business. If the Xtramedia Agreement (Doc0917) has been renewed since the expiry date, please provide any written documentation specifying the renewal terms.

Answer #1
Date: 2021-12-16 13:02 **User:** Internal Gavin Barnes
Disclosed: Yes **Attachments:**
Answer: By mutual agreement it has continued on - same terms as disclosed in the agreement

2325 **Question Date:** 2021-12-16 09:57 **User:** Pembra Claire Ho
Submission Date: Not set **Disclosure:** Not set
Priority: Medium **Has Undisclosed Answers:** No
Answered: No **Status:** Rejected by Q&A Administrator **Internal** Gavin Barnes
Age: 56d 03h 18m **Date:** 2021-12-17 11:05
Comments: refer to the answers provided to #752

Subject: Contracts

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Question: In response to our RFI, Management responded, 'none to the knowledge of the seller'. Please note our comments with respect to the relevant line item and clarify the correct position.

In relation to each Target Group Company, please provide details of, and where relevant copies of documents relating to:

- (a) any contracts or commitments which contain unusual or onerous obligations;
- (b) any contracts or commitments which were entered into outside the ordinary course of business or which are not on arm's length terms;
- (c) any contracts or commitments which establish an agency, distributorship, marketing, licensing or other arrangement; We understand the Target Group is a party to a number of licensing agreements. Please confirm this does not apply to licensing agreements.
- (d) any non-compete agreements with any third party (other than an employee of a Group Company);
- (e) any contracts which would give rise to a material liability or disruption to the business of a Group Company if terminated or breached; Please confirm that ASIC and Australia Post is carved out.
- (f) any offer or proposal that remains open for acceptance which, if accepted, would result in that Group Company being party to any contract or commitment within paragraphs (a) to (e) above; and
- (g) all documents varying or otherwise affecting the terms of any agreement, arrangement, offer or proposal within paragraphs (a) to (f) above.

9246	Question Date: 2021-12-16 09:59 Submission Date: 2021-12-16 09:59 Priority: High Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 57d 03h 55m Date: 2021-12-16 10:28	Claire Ho
	Subject: Modern awards Question: In response to our RFI (6826) as to whether any modern awards apply to the employees of the Target Group, Management advised no award applies which is inconsistent with Doc 0920 which refers to 6 employees of the Business who are covered by the Clerks Award. Please confirm what the correct position is and confirm whether (i) the Clerks Award applies to the employees of the Target Group as identified in Doc 0920 and (ii) any other modern awards apply to the employees of the Target Group.		
	Answer #1 Date: 2021-12-16 10:27 Disclosed: Yes Answer: We have moved all personel out of the Clerks award and we have updated our files to reflect same	User: Internal Attachments:	Mark Bromback
5387	Question Date: 2021-12-16 10:00 Submission Date: 2021-12-16 10:00 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 57d 01h 22m Date: 2021-12-16 13:01	Claire Ho
	Subject: EPS Question: Please confirm when the Acis Equity Participation Scheme (0918) was adopted.		
	Answer #1 Date: 2021-12-16 13:01 Disclosed: Yes Answer:	User: Internal Attachments:	Gavin Barnes Jul-17
4688	Question Date: 2021-12-16 10:00 Submission Date: 2021-12-16 10:00 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 57d 01h 18m Date: 2021-12-16 13:05	Claire Ho
	Subject: Loan agreement Question: Please provide an executed copy of the loan agreement entered into with Sushruth and Shwetha (Doc 0908). The document we have been provided has not been executed.		
	Answer #1 Date: 2021-12-16 13:05 Disclosed: Yes Answer: attached	User: Internal Attachments: Sushruth and Swetha Loan agreement 15DEC21.pdf	Gavin Barnes
7883	Question Date: 2021-12-16 10:01 Submission Date: 2021-12-16 10:01 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 57d 01h 39m Date: 2021-12-16 12:44	Claire Ho
	Subject: Stephen Harvey's Employment Contract Question: Please confirm the agreement date of Stephen Harvey's employment contract (09B29).		
	Answer #1 Date: 2021-12-16 11:21 Disclosed: Yes Answer: 13DEC21 updated agreement attached	User: Internal Attachments: Stephen Harvey Employment Agreement_Signed 131221.pdf	Mark Bromback
5141	Question Date: 2021-12-16 10:01 Submission Date: 2021-12-16 10:01 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 56d 03h 16m Date: 2021-12-17 11:07	Claire Ho
	Subject: Consultancy Agreements Question: In response to our RFI in Doc 12B03, Management advised that there are no consulting arrangements. The Xtramedia Agreement is a consultancy agreement (Doc0917). Please clarify the correct position.		
	Answer #1 Date: 2021-12-17 11:07	User: Internal	Gavin Barnes

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	Disclosed: Yes	Attachments:	
	Answer: Xtramedia deliver software and IT development services. That's no consulting in my opinion.		
6614	Question Date: 2021-12-16 10:02	User: Pembra	Claire Ho
	Submission Date: 2021-12-16 10:02		
	Priority: High	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
	Age: 56d 03h 13m	Date: 2021-12-17 11:10	
	Subject: Employment		
	Question: In response to our RFI in Doc 12B03, Management advised that 'to the best of their knowledge there are no details of any directorships, consultancy agreements or employment agreements of any Group Officer with any third party business entity or industry association'. This is inconsistent with our DD Materials where we understand Martin and Gavin have consultancy agreements with their respective entities (Snelleman Tom and Redchip). Please clarify the correct position.		
	Answer #1		
	Date: 2021-12-17 11:10	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
	Answer: Snelleman Tom as a firm provides accountancy and tax compliance to Acis. Redchip as a firm deliver legal services to Acis.		
7422	Question Date: 2021-12-16 10:06	User: Pembra	Claire Ho
	Submission Date: 2021-12-16 10:06		
	Priority: Medium	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
	Age: 57d 01h 23m	Date: 2021-12-16 13:00	
	Subject: TechPath contracting entity		
	Question: Please confirm the entity that contracts with TechPath as this is not disclosed in document 0409.		
	Answer #1		
	Date: 2021-12-16 13:00	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
	Answer: Acis.		
4407	Question Date: 2021-12-16 10:06	User: Pembra	Claire Ho
	Submission Date: 2021-12-16 10:06		
	Priority: Medium	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Sam Sheppard
	Age: 57d 03h 57m	Date: 2021-12-16 10:26	
	Subject: Domain registry certificates, WHOIS database records, domain account printouts		
	Question: Please provide a copy of all applicable domain registry certificates, WHOIS database records or domain account printouts reflecting the name of the registrant organisation (not anonymised) in order to prove ownership by the Target Group of the following domain names as these were not disclosed in the Data Room:		
	o acis.net.au		
	o acislegal.online		
	o acislegal.net		
	o acislegal.com		
	o cstdocuments.com		
	o hairfollicletestingaustralia.net.au		
	o jacintacallaghan.com.au		
	o lauderbeauty.com.au		
	o optimumhealthclinic.com.au		
	o trustdepot.online		
	Answer #1		
	Date: 2021-12-16 10:25	User: Internal	Mark Bromback
	Disclosed: Yes	Attachments:	
	Answer: We believe this details have been supplied	acislegal.pdf	
	Domain Name Expiry Date	cst.pdf	
	acis.com.au 26-Feb-22	cstdocuments.pdf	
	acislegal.online 13-Jun-22	acislegal-1.pdf	
	acislegal.net 13-Jun-22	acis-1.pdf	
	acislegal.com 13-Jun-22	acis.pdf	
	acislegal.net.au 13-Jun-22	whytaketherisk.pdf	
	acislegal.com.au 13-Jun-22	trustdepot.pdf	
	trustdepot.net.au 1-Apr-22	reviewa.pdf	
	trustdepot.online 1-Apr-22	superdepot.pdf	
	whytaketherisk.com.au 10-Dec-22	quickcompanies.pdf	
	quickcompanies.com.au 30-May-22		
	cstdocuments.com 3-Dec-22		
	cstdocuments.com.au 3-Dec-22		
	superdepot.net.au 15-Dec-22		
	cst.com.au 6-May-22		
	acis.net.au 28-Jun-22		
1899	Question Date: 2021-12-16 10:07	User: Pembra	Claire Ho

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Submission Date: 2021-12-16 10:07

Priority: Medium

Answered: Yes

Status: Disclosed

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 57d 01h 24m

Date: 2021-12-16 12:59

Subject: Renewal dates in RFI #6091

Question: Please confirm whether the renewal dates provided in response to RFI 6091 are expiry dates or whether the domain names automatically renew on such dates.

Answer #1

Date: 2021-12-16 12:59

Disclosed: Yes

Answer: they lapse/expire if not renewed on those dates

User: Internal Gavin Barnes

Attachments:

1000

Question Date: 2021-12-16 10:07

Submission Date: 2021-12-16 10:07

Priority: Medium

Answered: Yes

Status: Disclosed

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 57d 01h 25m

Date: 2021-12-16 12:58

Subject: Expiry dates of domain names

Question: Please confirm expiry dates for the following domain names or, if the domain names automatically review, please provide the renewal dates:

- o reviewa.net.au
- o hairfollicletestingaustralia.net.au
- o jacintacallaghan.com.au
- o lauderbeauty.com.au
- o optimumhealthclinic.com.au

Answer #1

Date: 2021-12-16 10:23

Disclosed: Yes

Answer: reviewa.net.au domain expiry date is 11-Sep-2026; it is not set up for auto-renewal, but we renewed this time for five years.

User: Internal Mark Bromback

Attachments:

The other 4 sites are not known to us

2493

Question Date: 2021-12-16 10:39

Submission Date: 2021-12-16 10:39

Priority: High

Answered: Yes

Status: Disclosed

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 56d 03h 02m

Date: 2021-12-17 11:21

Subject: Expired contractor agreements

Question: We note that the contractor agreements for each of Troocreative Media Private Limited (Akshay Sani), Troobound Private Limited (Anti Kandoliya), Quixom Technology Pvt Ltd (Sunny Pandya) and Sunny Pandaya have expired. Please confirm these agreements are no longer on foot / effective and if they are, what terms they have been engaged on.

Answer #1

Date: 2021-12-17 11:21

Disclosed: Yes

Answer: the contractors were engaged initially on a 3 month trial and we didn't update or renew their agreements post the trial, they remain with us as contractors on the basis of those agreements.

User: Internal Gavin Barnes

Attachments:

2241

Question Date: 2021-12-16 11:17

Submission Date: 2021-12-16 11:17

Priority: High

Answered: Yes

Status: Disclosed

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 57d 01h 33m

Date: 2021-12-16 12:50

Subject: Acis Portal Web Application Security Assessment

Question: Please confirm that the remaining open vulnerabilities identified in the "ACIS Portal Web Application Security Assessment" report dated 13 November 2020 (data room reference 0414) have been remediated.

Answer #1

Date: 2021-12-16 12:50

Disclosed: Yes

Answer: Confirmed.

User: Internal Gavin Barnes

Attachments:

6497

Question Date: 2021-12-16 11:19

Submission Date: 2021-12-16 11:19

Priority: Medium

Answered: Yes

Status: Disclosed

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Sam Sheppard

Age: 56d 04h 33m

Date: 2021-12-17 09:50

Subject: Fully executed contractor agreements

Question: Please provide fully executed copies of the contractor agreements (DOC 04B18 04B19 04B20 04B21). These have not been executed by ACIS.

Answer #1

Date: 2021-12-17 08:27

Disclosed: Yes

Answer: Exicuted agreements attached

User: Internal Mark Bromback

Attachments: Trooinbound Kandoliya Ahreement Signed.pdf
Troocreative Saini Agreement Signed.pdf
Chawla Contractor Agreement Signed.pdf
Quixom Pandya agreement signed.pdf

5287

Question Date: 2021-12-16 11:20

Submission Date: 2021-12-16 11:20

Priority: High

Answered: Yes

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

User: Pembra Chris Meaney

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	Status: Disclosed	Age: 56d 19h 13m	Internal	User: Sam Sheppard
	Subject: FY22 YTD capex spend	Date: 2021-12-16 19:10		
	Question: Of the \$432,690 highlighted as the YTD capex spend in the 'Capitalised IT Cost' tab of the '080709 FY22_Normalisations_KPMG' file, can you please advise the quantum of this amount which related to Reviewa and the quantum which related to ACIS 2.0?			
	Further, can you please advise whether these costs would be incurred during the normal course of business, or if they have been specifically incurred to develop the new products?			
	Answer #1			
	Date: 2021-12-16 15:09	User: Internal		User: Martin Kerrigan
	Disclosed: Yes	Attachments:		
	Answer: Our estimate of the allocation is			
	reviewa:\$259,614			
	Acis 2.0 = :\$173,076			
	Incurred for the development of new products and new distribution.			
9041	Question Date: 2021-12-16 11:56	User: Pembra		User: Claire Ho
	Submission Date: 2021-12-16 11:56			
	Priority: Medium	Disclosure: Question Author's User Group		
	Answered: Yes	Has Undisclosed Answers: No		
	Status: Disclosed	Internal		User: Gavin Barnes
	Age: 57d 01h 26m	Date: 2021-12-16 12:57		
	Subject: Spam Act and marketing practices			
	Question: Please confirm the Business is compliant with the Spam Act and provide a brief overview on the Business' direct marketing practices.			
	Answer #1			
	Date: 2021-12-16 12:57	User: Internal		User: Gavin Barnes
	Disclosed: Yes	Attachments:		
	Answer: To the Sellers knowledge we are compliant, our database communications are "Acis all Areas' and are via email to subscribers.			
525	Question Date: 2021-12-16 12:08	User: Pembra		User: Claire Ho
	Submission Date: 2021-12-16 12:08			
	Priority: Medium	Disclosure: Question Author's User Group		
	Answered: Yes	Has Undisclosed Answers: No		
	Status: Disclosed	Internal		User: Gavin Barnes
	Age: 56d 02h 31m	Date: 2021-12-17 11:52		
	Subject: Off the shelf software			
	Question: We note that the Business uses the following off-the-shelf software: Bugsnag, LogDNA, Atlassian - Jira & Confluence, Zendesk, and Adobe. Please provide a brief description on the function and usage of the software.			
	Answer #1			
	Date: 2021-12-17 08:24	User: Internal		User: Mark Bromback
	Disclosed: Yes	Attachments:		
	Answer: <ul style="list-style-type: none"> • Bugsnag: <ul style="list-style-type: none"> o Bugsnag monitors application stability and alerts any errors/exceptions in the code at runtime. Assists in resolving bugs faster by seeing the line of code and user actions leading up to the error. Provides insight and decision making about prioritizing fixing errors with the most significant impact on application stability. • LogDNA <ul style="list-style-type: none"> o LogDNA is a log management tool. At Acis all the logs are available in LogDNA in real-time to troubleshoot any issues. Assist in reproducing client reported issues. LogDNA provides an option to automatically have alerts built by searching in the logs. • Atlassian - Jira & Confluence: <ul style="list-style-type: none"> o Jira is the project management tool used at Acis. Confluence is used for documentation. • Zendesk <ul style="list-style-type: none"> o Acis used Zendesk as a ticketing system for all support requests. • Adobe <ul style="list-style-type: none"> o All pdf's in the system – Including order forms, are generated using adobe. The documents generated in Acis are converted to pdf using Adobe before being printed and moved to storage. 			
376	Question Date: 2021-12-16 12:54	User: Pembra		User: Claire Ho
	Submission Date: 2021-12-16 12:54			
	Priority: Medium	Disclosure: Question Author's User Group		
	Answered: Yes	Has Undisclosed Answers: No		
	Status: Disclosed	Internal		User: Gavin Barnes
	Age: 56d 03h 00m	Date: 2021-12-17 11:23		
	Subject: Domain registry certificates, WHOIS database records, domain account printouts			
	Question: In response to our RFI #4407, to provide a copy of all applicable domain registry certificates, WHOIS database records or domain account printouts reflecting the name of the registrant organisation (not anonymised) in order to prove ownership by the Target Group of the following domain names as these were not disclosed in the Data Room, only a list of the domain names and expiry dates were provided as opposed to the domain registry certificates. Please provide copies of the registry certificates (so that we can prove ownership) or confirm the Target Group cannot locate these for the following domain names:			
	<ul style="list-style-type: none"> o acis.net.au o acislegal.online o acislegal.net o acislegal.com o cstdocuments.com o hairfollicletestingaustralia.net.au o jacintacallaghan.com.au o lauderbeauty.com.au o optimumhealthclinic.com.au o trustdepot.online 			

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	Answer #1	Date: 2021-12-17 11:23 Disclosed: Yes Answer: o acis.net.au o acislegal.online o acislegal.net o acislegal.com	User: Internal Gavin Barnes Attachments:
		these domains are owned by the target group	
4011	Question Date: 2021-12-16 13:04 Submission Date: 2021-12-16 13:04 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 57d 01h 15m Date: 2021-12-16 13:08	
	Subject: Domain registry certificates, WHOIS database records or domain account printouts Question: In response to our RFI (4407), to provide a copy of all applicable domain registry certificates, WHOIS database records or domain account printouts reflecting the name of the registrant organisation (not anonymised) in order to prove ownership by the Target Group of the following domain names as these were not disclosed in the Data Room, only a list of the domain names and expiry dates were provided as opposed to the domain registry certificates. Please provide copies of the registry certificates (so that we can prove ownership) or confirm the Target Group cannot locate these for the following domain names: o acis.net.au o acislegal.online o acislegal.net o acislegal.com o cstdocuments.com o hairfollicletestingaustralia.net.au o jacintacallaghan.com.au o lauderbeauty.com.au o optimumhealthclinic.com.au o trustdepot.online		
	Answer #1	Date: 2021-12-16 13:08 Disclosed: Yes Answer: we have disclosed all the certificates we have. Acis owns - acis.net.au o acislegal.online o acislegal.net o acislegal.com o cstdocuments.com	User: Internal Gavin Barnes Attachments:
		these do not belong to us and we have knowledge of them hairfollicletestingaustralia.net.au o jacintacallaghan.com.au o lauderbeauty.com.au o optimumhealthclinic.com.au o trustdepot.online	
7769	Question Date: 2021-12-16 15:17 Submission Date: 2021-12-16 15:17 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 56d 03h 05m Date: 2021-12-17 11:18	
	Subject: Commencement date of TechPath agreement Question: Please confirm the commencement date and term of the TechPath agreement (Doc0409) and confirm it is still on foot. We note that the agreement hasn't been executed and notably there are no signing pages. Please could you clarify whether the agreement has been executed and if so, provide a copy or otherwise confirm the agreement is effective and advise of how the Business contacts with Techpath i.e. online portal, via email correspondence etc.		
	Answer #1	Date: 2021-12-17 11:18 Disclosed: Yes Answer: The Tech Path agreement commenced 1st July,2020 and it remains on foot. We cannot locate a signed copy of the agreement. Tech support via phone, email and they meet and review monthly onsite	User: Internal Gavin Barnes Attachments:
618.2	Question Date: 2021-12-16 16:50 Submission Date: 2021-12-16 16:50 Priority: High Answered: Yes Status: Disclosed	User: Pembra Andrew Cawthron Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 56d 02h 54m Date: 2021-12-17 11:29	
	Subject: Capex Question: Thank you for providing the FY23 and FY24 forecast capex information. Please can you update this to include a breakdown of the annual capitalised costs by project (e.g. ACIS 2.0, other)? Please also advise whether any of the IT capex or opex is considered a business as usual cost (vs. incremental cost for the purpose of developing new software/programs etc.)?		
	Related Questions: #618 Capex		
	Answer #1	Date: 2021-12-17 11:29 User: Internal Gavin Barnes	

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	Disclosed: Yes Answer: No we can't.	Attachments:
4007	Question Date: 2021-12-16 17:11 Submission Date: 2021-12-16 17:11 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 56d 02h 31m Date: 2021-12-17 11:52
	Subject: Consent for direct marketing Question: Following on from RFI (9041), please confirm how the Business obtains consent for direct marketing i.e. is there a clear opt-in process and whether the Business has a clear opt-out process for direct marketing material.	
	Answer #1 Date: 2021-12-17 11:52 Disclosed: Yes Answer: Opt out	User: Internal Gavin Barnes Attachments:
7700	Question Date: 2021-12-16 17:54 Submission Date: 2021-12-16 17:54 Priority: High Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 56d 04h 31m Date: 2021-12-17 09:52
	Subject: Overview of ACIS Group IP Question: According to the "Overview of the ACIS Group IP" (Doc0307), the key material IP includes: (a) the ACIS and SuperDepot web interface used by customers to order products and services; (b) the back end of the platform that manages the production of the products and services including printing and binding; (c) the customer database including comprehensive history on all customers within the proprietary CRM; (d) the catalogue and library of precedents, templates, forms and documents which comprise core ACIS product range (e.g. company constitutions, trust deeds, superannuation fund deeds and rules and deeds of amendments) (ACIS Product Suite); and (e) the ACIS platform (front and back end plus the CRM). We note this document was prepared in October 2020. Please confirm the material IP of the Business remains the same or whether there have been any changes to what constitutes the material IP in the Business i.e. should (a) also include the Reviewa web interface.	
	Answer #1 Date: 2021-12-16 20:11 Disclosed: Yes Answer: The material IP of the business remains as described but (a) should include the Reviewa web interface.	User: Internal Matt Neibling Attachments:
2523	Question Date: 2021-12-16 19:40 Submission Date: 2021-12-16 19:40 Priority: High Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 56d 03h 21m Date: 2021-12-17 11:02
	Subject: Salesforce proposal Question: We understand that the entire IT platform, which supports the Business, will be rebuilt by a way of a Salesforce Proposal. Please provide: (i) further details with respect to this project including a brief overview on the product's role in the Business and whether it intends to replace or coexist with the current Acis proprietary software; (ii) confirmation as to when the product intends to go live noting the agreement says it is scheduled for January 2021. Please confirm if this should be January 2022; and (iii) confirmation as to whether the agreement has terminated, as the agreement states that the term ends on 17 December 2021.	
	Answer #1 Date: 2021-12-17 10:52 Disclosed: Yes Answer: The entire Acis IT platform is being rebuilt - that project, Acis 2.0, is already underway - and various Salesforce modules are parts of that process. Project detail has been provided previously as a part of tech DD. Salesforce modules will be rolled out to replace certain parts of Acis' current proprietary software (e.g. CRM) commencing Jan 2022, while others are new (e.g. Telephony) and others will displace existing 3rd party providers (e.g. Salesforce Pardot replaces Active Campaign). The first release of Acis 2.0 (e.g. Shipping Service, developed in-house) is already live and operating. Our new Pricing Service (also developed by Acis) will be released in Jan 2022, followed by our proprietary Payment Service. Components of Acis 2.0 (including Salesforce modules, proprietary developments and other 3rd party inclusions) will progressively roll out throughout 2022. My understanding is that our agreement with Salesforce runs for 3 years from 14/11/21. The first Salesforce component (Sales Cloud) of Acis 2.0 is scheduled for release 17 Jan 2022.	User: Internal Matt Neibling Attachments:
969	Question Date: 2021-12-16 20:26 Submission Date: 2021-12-16 20:26 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 56d 02h 28m Date: 2021-12-17 11:55
	Subject: Object IT Contractor's Agreement Question: With respect to 0410 Contractor's Agreement Object IT, the agreement states that it is subject to and conditional upon special conditions in Schedule 2, however no special conditions have been provided. Please provide a copy of these special conditions (if any) or confirm non exist.	
	Answer #1 Date: 2021-12-17 11:55 Disclosed: Yes Answer: No such conditions exist	User: Internal Gavin Barnes Attachments:
9718	Question Date: 2021-12-16 21:12 Submission Date: 2021-12-16 21:12 Priority: High Answered: Yes	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No

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	Status: Disclosed	Age: 56d 03h 08m	User: Internal	Date: 2021-12-17 11:15
	Subject: Reviewa product offering			
	Question: Please confirm that the Reviewa product offering has not been finalised and the intended completion date for its development is early 2022.			
	Answer #1			
	Date: 2021-12-17 11:15		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: it is in production release now			
524	Question Date: 2021-12-16 21:14		User: Pamba	Claire Ho
	Submission Date: 2021-12-16 21:14			
	Priority: High		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed		User: Internal	Sam Sheppard
	Age: 56d 03h 59m		Date: 2021-12-17 10:24	
	Subject: Salesforce proposal			
	Question: Please confirm that the Salesforce proposal is otherwise referred to as Acis 2.0. Please provide an update as to how this project is progressing.			
	Answer #1			
	Date: 2021-12-17 10:11		User: Internal	Matt Neibling
	Disclosed: Yes		Attachments:	
	Answer: Implementation of Salesforce is a part of Acis 2.0 and the various modules of Salesforce will be rolled out in 2022 starting Jan 17. The project referred to as Acis 2.0 has other components (such as pricing/invoicing, payments, Acis Portal, production etc.), which will also be released throughout 2022. In terms of an update as to progress, Acis 2.0 is on track.			
9134	Question Date: 2021-12-16 22:22		User: Pamba	Claire Ho
	Submission Date: 2021-12-16 22:22			
	Priority: High		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed		User: Internal	Gavin Barnes
	Age: 56d 02h 29m		Date: 2021-12-17 11:54	
	Subject: Moral rights waivers			
	Question: Please confirm whether any moral rights waivers have been obtained by contractors and consultants who have been engaged (both current and historically) by the Business.			
	Answer #1			
	Date: 2021-12-17 11:54		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: We have not obtained any moral rights waivers			
1871	Question Date: 2021-12-16 22:48		User: Pamba	Claire Ho
	Submission Date: 2021-12-16 22:48			
	Priority: Medium		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed		User: Internal	Gavin Barnes
	Age: 56d 03h 15m		Date: 2021-12-17 11:08	
	Subject: Transfer of domain name to Target Group			
	Question: We understand from the ACIS IP Business Overview (Doc 0307) that the domain "cst.com.au" will be transferred to the Target Group. Please confirm this is still the case and also confirm whether the domain name cstdocuments.com.au which is also owned by CST Corporate Solutions Pty Ltd will be transferred to the Target Group.			
	Answer #1			
	Date: 2021-12-17 11:08		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: Correct			
9224	Question Date: 2021-12-16 22:55		User: Pamba	Claire Ho
	Submission Date: 2021-12-16 22:55			
	Priority: High		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed		User: Internal	Gavin Barnes
	Age: 56d 03h 18m		Date: 2021-12-17 11:05	
	Subject: ACIS IP Business Overview			
	Question: We understand from the ACIS IP Business Overview (Doc 0307) that to the best of Management's knowledge, it is not aware of:			
	(a) any claims, allegations nor does it have any reason to suspect that it does not have the unfettered right to commercialise and exploit the IP relevant to the ACIS Platform and the ACIS Product Suite in the operations of its Business; and			
	(b) of any actual or threatened claims or other allegations that the products or platform infringe the intellectual property rights, confidentiality or moral rights of any third party.			
	Please confirm this is still the case.			
	Answer #1			
	Date: 2021-12-17 11:05		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: Correct			
5993	Question Date: 2021-12-16 23:22		User: Pamba	Claire Ho
	Submission Date: 2021-12-16 23:22			
	Priority: Medium		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed		User: Internal	Gavin Barnes
	Age: 52d 01h 16m		Date: 2021-12-21 13:07	
	Subject: Executed copy of the Redchip Service and License Agreement			
	Question: Please provide a fully executed copy of the Redchip Service and License Agreement, and provide written evidence of confirmation that all parties to the agreement agree with the amended commencement date of the agreement.			
	Answer #1			

Project Fairway - Q&A Report

	Date: 2021-12-21 13:07 Disclosed: Yes Answer: Added to the dataroom today 21/12/21.	User: Internal Attachments:	Gavin Barnes
4692	Question Date: 2021-12-16 23:28 Submission Date: 2021-12-16 23:28 Priority: Low Answered: Yes Status: Disclosed	User: Pamba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Valerie Manalo Gavin Barnes
	Age: 56d 06h 10m Date: 2021-12-17 08:13 Subject: KPMG original letter of offer Question: Please provide the original letter of offer in relation to the supplier arrangements with KPMG. In the event that the letter of offer cannot be located, please confirm that it cannot be located.		
	Answer #1 Date: 2021-12-17 08:13 Disclosed: Yes Answer: It can't be located.	User: Internal Attachments:	Gavin Barnes
1524	Question Date: 2021-12-16 23:40 Submission Date: 2021-12-16 23:40 Priority: High Answered: Yes Status: Disclosed	User: Pamba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Valerie Manalo Gavin Barnes
	Age: 56d 06h 11m Date: 2021-12-17 08:12 Subject: IP/IT Contractors Question: In response to our RFI, Management has advised that other than the (a) Services and Licences Agreement between Acis and Redchip Lawyers, (b) Contractor's Agreement – Sumit Chawla and (c) Contractor's Agreement – Jeremy Ryan, there are no other external authors, contributors or independent contractors that were involved in the development of any material intellectual property, IT or proprietary software by or for the Target Group (save that Xtramedia are an IT contractor delivering software services). Please confirm the position of contractors: Troocreative Media Private Limited, Trooinbound Private Limited, Quixom Technology Pvt Ltd and Sunny Rajendra Pandya. We understand these contractors were engaged to provide services associated with the development of software relating to the Business.		
	Answer #1 Date: 2021-12-17 08:12 Disclosed: Yes Answer: All are engaged to provide services related to the development of software used by the business.	User: Internal Attachments:	Gavin Barnes
212	Question Date: 2021-12-17 09:38 Submission Date: 2021-12-17 09:38 Priority: High Answered: Yes Status: Disclosed	User: Pamba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes
	Age: 56d 02h 51m Date: 2021-12-17 11:32 Subject: Income Tax Question: Thank you for providing the FY18-20 income tax returns, please provide the following: (a) Supporting workpapers; (b) Please confirm the FY21 income tax return has not yet been lodged?		
	Answer #1 Date: 2021-12-17 11:32 Disclosed: Yes Answer: You have the draft returns, it hasn't been lodged. No working papers will be made available, if you have a specific query it can be discussed at an agreed time with KPMG.	User: Internal Attachments:	Gavin Barnes
3690	Question Date: 2021-12-17 09:38 Submission Date: 2021-12-17 09:38 Priority: Medium Answered: Yes Status: Disclosed	User: Pamba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes
	Age: 56d 02h 49m Date: 2021-12-17 11:34 Subject: Income Tax Question: Please provide a copy of the FY21 income tax return (including workpapers), or if not yet lodged, provide a copy of the FY21 tax provision workings and please advise the status/expected timing of lodgement of the FY21 ITR. Please also provide a copy of any FY22 tax provision workings, if available.		
	Answer #1 Date: 2021-12-17 11:34 Disclosed: Yes Answer: This has been previously addressed. There are no FY 22 tax provision workings.	User: Internal Attachments:	Gavin Barnes
9967	Question Date: 2021-12-17 09:38 Submission Date: 2021-12-17 09:38 Priority: Medium Answered: Yes Status: Disclosed	User: Pamba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes
	Age: 56d 02h 48m Date: 2021-12-17 11:35 Subject: Income Tax Question: Please provide copies of all internal and external tax advice received during the Review Period (if any), including recommendations to the Board.		
	Answer #1 Date: 2021-12-17 11:35 Disclosed: Yes Answer: The only advice received has been disclosed in the form of a memorandum from CGW.	User: Internal Attachments:	Gavin Barnes
5734	Question Date: 2021-12-17 09:38 Submission Date: 2021-12-17 09:38 Priority: Medium Answered: Yes Status: Disclosed	User: Pamba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Matt Hargreaves
	Age: 56d 01h 15m Date: 2021-12-17 13:08		

Project Fairway - Q&A Report

	<p>Subject: Income Tax Question: Advise details of the 'rent expense' of \$167,766 treated as an 'other deductible' expense in the Australian Company Incorporation Services Pty Ltd FY20 ITR?</p>		
	<p>Answer #1 Date: 2021-12-17 13:08 Disclosed: Yes Answer: This is the rent paid not included in the P&L for accounting purposes due to the application AASB 16 Leases for accounting purposes. For tax purposes, the actual rent paid is the deductible amount, you will noticed the add back of the amortisation and interest relating to the lease as well.</p>	<p>User: Internal Matt Hargreaves Attachments:</p>	
9090	<p>Question Date: 2021-12-17 09:38 Submission Date: 2021-12-17 09:38 Priority: Low Answered: Yes Status: Disclosed</p>	<p>User: Pamba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No</p>	<p>Internal Matt Hargreaves Date: 2021-12-17 13:03 Age: 56d 01h 20m</p>
	<p>Subject: Income Tax Question: Advise details of the ~\$70k deferred tax asset included in the Australian Company Incorporation Services Pty Ltd FY21 financial statements.</p>		
	<p>Answer #1 Date: 2021-12-17 13:03 Disclosed: Yes Answer: See attached calculation workpaper for the DTA</p>	<p>User: Internal Matt Hargreaves Attachments: Acis Pty Ltd - Deferred Tax Balance 2021.xlsx</p>	
3466	<p>Question Date: 2021-12-17 09:38 Submission Date: 2021-12-17 09:38 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pamba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No</p>	<p>Internal Gavin Barnes Date: 2021-12-17 11:53 Age: 56d 02h 30m</p>
	<p>Subject: Income Tax Question: We understand one of Australian Company Incorporation Services Pty Ltd (or ACIS Holdings Pty Ltd) has made annual payments of \$120k to Peter Johnson since the time of the CST Documents acquisition in FY19. Please confirm how these payments have been treated for income tax purposes.</p>		
	<p>Answer #1 Date: 2021-12-17 11:53 Disclosed: Yes Answer: The same as all payments to contractors</p>	<p>User: Internal Gavin Barnes Attachments:</p>	
5719	<p>Question Date: 2021-12-17 09:38 Submission Date: Not set Priority: Low Answered: No Status: Rejected by Q&A Administrator</p>	<p>User: Pamba Sarwar Haji Disclosure: Not set Has Undisclosed Answers: No</p>	<p>Internal Gavin Barnes Date: 2021-12-17 11:49 Age: 56d 02h 34m</p>
	<p>Subject: Income Tax Question: Please advise details of the asset line item 'Software Development – Reviewa' of \$451,534 in the Depreciation Report (dataroom doc# 080708). It does not appear this asset has been depreciated for tax or accounting purposes.</p>		
3454	<p>Question Date: 2021-12-17 09:38 Submission Date: 2021-12-17 09:38 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pamba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No</p>	<p>Internal Gavin Barnes Date: 2021-12-17 11:12 Age: 56d 03h 11m</p>
	<p>Subject: General taxes Question: Please advise the expected quantum of payments to employees from the ACIS MEP/bonus pool as a result of the proposed transaction.</p>		
	<p>Answer #1 Date: 2021-12-17 11:12 Disclosed: Yes Answer: NIL</p>	<p>User: Internal Gavin Barnes Attachments:</p>	
3436	<p>Question Date: 2021-12-17 09:38 Submission Date: 2021-12-17 09:38 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pamba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No</p>	<p>Internal Gavin Barnes Date: 2021-12-17 11:49 Age: 56d 02h 34m</p>
	<p>Subject: Goods & Services Tax ("GST") Question: Please confirm the Target is not, and has never been a member (including a representative member) of a GST group</p>		
	<p>Answer #1 Date: 2021-12-17 11:49 Disclosed: Yes Answer: No GST group</p>	<p>User: Internal Gavin Barnes Attachments:</p>	
3442	<p>Question Date: 2021-12-17 09:38 Submission Date: 2021-12-17 09:38 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pamba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No</p>	<p>Internal Gavin Barnes Date: 2021-12-17 11:45 Age: 56d 02h 38m</p>
	<p>Subject: Employment Taxes Question: Please provide the FBT returns, backing calculations and supporting documentation for the Review Period</p>		
	<p>Answer #1 Date: 2021-12-17 11:45 Disclosed: Yes Answer: There are no returns</p>	<p>User: Internal Gavin Barnes Attachments:</p>	

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9050	Question Date: 2021-12-17 09:38 Submission Date: Not set Priority: Medium Answered: No Status: Rejected by Q&A Administrator	User: Pemba Disclosure: Not set Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes Age: 56d 02h 35m Date: 2021-12-17 11:48 Comments: The questions is unclear - all and any obligations related to this topic have been disclosed.
	Subject: Employment Taxes Question: Please provide a listing of all pay codes, including a description of each code and how each code is treated for PAYG withholding, superannuation and payroll tax purposes.		
3525	Question Date: 2021-12-17 09:38 Submission Date: 2021-12-17 09:38 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes Age: 56d 02h 36m Date: 2021-12-17 11:47
	Subject: Goods & Services Tax ("GST") Question: Please provide details of any GST-free supplies & / or purchases; and the basis on which they have been treated as such.		
	Answer #1 Date: 2021-12-17 11:47 Disclosed: Yes Answer: Asic payments are GST free.	User: Internal Attachments:	Gavin Barnes
3522	Question Date: 2021-12-17 09:38 Submission Date: Not set Priority: Low Answered: No Status: Rejected by Q&A Administrator	User: Pemba Disclosure: Not set Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes Age: 56d 02h 37m Date: 2021-12-17 11:46
	Subject: Goods & Services Tax ("GST") Question: Has the Target made input taxed financial supplies during the Review Period? If so, please provide details of the input taxed financial supplies.		
3513	Question Date: 2021-12-17 09:38 Submission Date: 2021-12-17 09:38 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes Age: 56d 02h 41m Date: 2021-12-17 11:42
	Subject: Goods & Services Tax ("GST") Question: If the Target has made input taxed financial supplies, please confirm whether the financial acquisitions threshold ("FAT") is monitored. If yes, please provide working papers in respect of the FAT and details relating to the attribution method used in relation to the recovery or otherwise of input tax credits in relation to financial and any other input taxed supplies.		
	Answer #1 Date: 2021-12-17 11:42 Disclosed: Yes Answer: No FAT	User: Internal Attachments:	Gavin Barnes
1027	Question Date: 2021-12-17 09:55 Submission Date: 2021-12-17 09:55 Priority: High Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes Age: 56d 02h 42m Date: 2021-12-17 11:41
	Subject: All Taxes Question: This question relates to the following Target Entities: Acis Holdings Pty Ltd, Acis Services Pty Ltd, CST Documents Pty Ltd, Acis Legal Pty Ltd, Acis Nominees Pty Ltd, Acis Legal Pty Ltd, Superdepot Pty Ltd, Acis Settlements Pty Ltd, and Reviewa Pty Ltd Please confirm that all relevant returns required to be lodged in the Review Period by the Target Entities with respect to Income tax, GST (or foreign equivalent), employment taxes and stamp duty have been lodged with the Revenue Authorities by the relevant due dates. Please provide details to the extent this is not the case.		
	Answer #1 Date: 2021-12-17 11:41 Disclosed: Yes Answer: All returns have been lodged.	User: Internal Attachments:	Gavin Barnes
1034	Question Date: 2021-12-17 09:55 Submission Date: 2021-12-17 09:55 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes Age: 56d 02h 43m Date: 2021-12-17 11:40
	Subject: All Taxes Question: This question relates to the following Target Entities: Acis Holdings Pty Ltd, Acis Services Pty Ltd, CST Documents Pty Ltd, Acis Legal Pty Ltd, Acis Nominees Pty Ltd, Acis Legal Pty Ltd, Superdepot Pty Ltd, Acis Settlements Pty Ltd, and Reviewa Pty Ltd Please provide copies of any correspondence between the Target Entities and any Revenue Authorities in relation to income tax, GST or employment taxes regarding shortfall and penalties, disputes, audits or risk reviews, as well as any private rulings, and ruling requests (including those in progress).		
	Answer #1 Date: 2021-12-17 11:40 Disclosed: Yes Answer: NIL	User: Internal Attachments:	Gavin Barnes
6645	Question Date: 2021-12-17 09:55 Submission Date: 2021-12-17 09:55	User: Pemba	Sarwar Haji

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	Priority: High Answered: Yes Status: Disclosed	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 52d 01h 11m	Date: 2021-12-21 13:12
	Subject: All Taxes Question: This question relates to the following Target Entities: Acis Holdings Pty Ltd, Acis Services Pty Ltd, CST Documents Pty Ltd, Acis Legal Pty Ltd, Acis Nominees Pty Ltd, Acis Legal Pty Ltd, Superdepot Pty Ltd, Acis Settlements Pty Ltd, and Reviewa Pty Ltd Please provide copies of the ATO income tax account and integrated client account for the Target Entities covering the period from the beginning of the Review Period, confirming payment of tax obligations	
	Answer #1	
	Date: 2021-12-17 13:40 Disclosed: Yes Answer: Acis legal BAS have been uploaded. There are no BAS for the other entities mentioned.	User: Internal Gavin Barnes Attachments:
	Answer #2	
	Date: 2021-12-17 15:49 Disclosed: Yes	User: Internal Mark Bromback Attachments: CST Documents - ATO ITA.pdf 2021 551 Acis Services.pdf 2021 ICA - ACIS Legal.pdf CST Documents - ATO ICA.pdf 2021 Acitivity Statement Acis Services.pdf 2021 ITA - ACIS Legal.pdf
	Answer: Refer attached Nominees Superdepot and Settlements are non trading entities reviewa has not processed a return nor earned income	
6639	Question Date: 2021-12-17 09:55 Submission Date: 2021-12-17 09:55 Priority: High Answered: Yes Status: Disclosed	User: Pamba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 56d 02h 53m	Date: 2021-12-17 11:30
	Subject: All Taxes Question: This question relates to the following Target Entities: Acis Holdings Pty Ltd, Acis Services Pty Ltd, CST Documents Pty Ltd, Acis Legal Pty Ltd, Acis Nominees Pty Ltd, Acis Legal Pty Ltd, Superdepot Pty Ltd, Acis Settlements Pty Ltd, and Reviewa Pty Ltd Please advise if the Target Entities have received any Covid-19 tax relief (e.g. JobKeeper, ATO cashflow boost, payroll, GST deferrals) during FY20/21/YTD. For each stimulus or benefit, please confirm the basis for eligibility and provide copies of analysis and calculations as relevant.	
	Answer #1	
	Date: 2021-12-17 11:30 Disclosed: Yes Answer: No they didn't	User: Internal Gavin Barnes Attachments:
7643	Question Date: 2021-12-17 09:55 Submission Date: Not set Priority: Medium Answered: No Status: Rejected by Q&A Administrator	User: Pamba Sarwar Haji Disclosure: Not set Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 56d 03h 11m	Date: 2021-12-17 11:12
	Subject: Income Tax Question: This question relates to the following Target Entities: Acis Holdings Pty Ltd, Acis Services Pty Ltd, CST Documents Pty Ltd, Acis Legal Pty Ltd, Acis Nominees Pty Ltd, Acis Legal Pty Ltd, Superdepot Pty Ltd, Acis Settlements Pty Ltd, and Reviewa Pty Ltd To the extent not already provided, please provide copies of all tax returns, workpapers and transmittal letters for the Target Entities during the Review Period	
7649	Question Date: 2021-12-17 09:55 Submission Date: 2021-12-17 09:55 Priority: Medium Answered: Yes Status: Disclosed	User: Pamba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 56d 03h 21m	Date: 2021-12-17 11:02
	Subject: Income Tax Question: This question relates to the following Target Entities: Acis Holdings Pty Ltd, Acis Services Pty Ltd, CST Documents Pty Ltd, Acis Legal Pty Ltd, Acis Nominees Pty Ltd, Acis Legal Pty Ltd, Superdepot Pty Ltd, Acis Settlements Pty Ltd, and Reviewa Pty Ltd Please provide copies of the tax fixed asset registers ("TFARs") of the Target Entities. Please include an indication of the location (state) of any assets which are fixed to the ground by more than their own weight. Please advise whether the Target Entities self-assess the effective lives of any depreciating assets.	
	Answer #1	
	Date: 2021-12-17 11:02 Disclosed: Yes Answer: The named entities have no plant and equipment or hard assets.	User: Internal Gavin Barnes Attachments:
7652	Question Date: 2021-12-17 09:55 Submission Date: 2021-12-17 09:55 Priority: High Answered: Yes Status: Disclosed	User: Pamba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 56d 02h 55m	Date: 2021-12-17 11:28
	Subject: GST Question: This question relates to the following Target Entities: Acis Holdings Pty Ltd, Acis Services Pty Ltd, CST Documents Pty Ltd, Acis Legal Pty Ltd, Acis Nominees Pty Ltd, Acis Legal Pty Ltd, Superdepot Pty Ltd, Acis Settlements Pty Ltd, and Reviewa Pty Ltd In respect of GST registered Target Entities, please provide a sample of copies of 4x lodged BASs for years in the Review Period and supporting workpapers	
	Answer #1	
	Date: 2021-12-17 11:28 Disclosed: Yes Answer: Acis legal has lodged some BAS, they will be uploaded no other entity save Acis lodge BAS	User: Internal Gavin Barnes Attachments:
7610	Question Date: 2021-12-17 09:55	User: Pamba Sarwar Haji

Project Fairway - Q&A Report

Submission Date: 2021-12-17 09:55

Priority: Medium

Answered: Yes

Status: Disclosed

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 56d 03h 32m

Date: 2021-12-17 10:51

Subject: GST

Question: This question relates to the following Target Entities: Acis Holdings Pty Ltd, Acis Services Pty Ltd, CST Documents Pty Ltd, Acis Legal Pty Ltd, Acis Nominees Pty Ltd, Acis Legal Pty Ltd, Superdepot Pty Ltd, Acis Settlements Pty Ltd, and Reviewa Pty Ltd
Please provide copies of any BAS or GST processes and procedure manuals in respect of requested lodged BASs

Answer #1

Date: 2021-12-17 10:51

Disclosed: Yes

Answer: No BAS or GST all taken up via Acis

User: Internal Gavin Barnes

Attachments:

1381

Question Date: 2021-12-17 09:55

User: Pemba Sarwar Haji

Submission Date: Not set

Priority: High

Answered: No

Status: Rejected by Q&A Administrator

Disclosure: Not set

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 56d 03h 34m

Date: 2021-12-17 10:49

Comments: they don't employ staff.

Subject: Employment Taxes

Question: This question relates to the following Target Entities: Acis Holdings Pty Ltd, Acis Services Pty Ltd, CST Documents Pty Ltd, Acis Legal Pty Ltd, Acis Nominees Pty Ltd, Acis Legal Pty Ltd, Superdepot Pty Ltd, Acis Settlements Pty Ltd, and Reviewa Pty Ltd
Please provide the lodged payroll tax annual reconciliations, backing calculations and supporting documentation for the Review Period.

1372

Question Date: 2021-12-17 09:55

User: Pemba Sarwar Haji

Submission Date: 2021-12-17 09:55

Priority: High

Answered: Yes

Status: Disclosed

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 56d 03h 34m

Date: 2021-12-17 10:49

Subject: Employment Taxes

Question: This question relates to the following Target Entities: Acis Holdings Pty Ltd, Acis Services Pty Ltd, CST Documents Pty Ltd, Acis Legal Pty Ltd, Acis Nominees Pty Ltd, Acis Legal Pty Ltd, Superdepot Pty Ltd, Acis Settlements Pty Ltd, and Reviewa Pty Ltd
Please provide the year-end payroll reports (detailing the taxable wages, PAYG withholding, superannuation contributions, etc.) for each employing Target Entities.

Answer #1

Date: 2021-12-17 10:49

Disclosed: Yes

Answer: They don't employ any staff - Acis Pty Ltd employs all staff.

User: Internal Gavin Barnes

Attachments:

9194

Question Date: 2021-12-17 09:55

User: Pemba Sarwar Haji

Submission Date: 2021-12-17 09:55

Priority: Medium

Answered: Yes

Status: Disclosed

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 56d 03h 35m

Date: 2021-12-17 10:48

Subject: Employment Taxes

Question: This question relates to the following Target Entities: Acis Holdings Pty Ltd, Acis Services Pty Ltd, CST Documents Pty Ltd, Acis Legal Pty Ltd, Acis Nominees Pty Ltd, Acis Legal Pty Ltd, Superdepot Pty Ltd, Acis Settlements Pty Ltd, and Reviewa Pty Ltd
Please provide the Fringe Benefit Tax ("FBT") returns, backing calculations and supporting documentation.

Answer #1

Date: 2021-12-17 10:48

Disclosed: Yes

Answer: The only entity as mentioned which may have FBT returns is Acis Pty Ltd these other entities will have no FBT returns, all staff and contractor aside from the lawyers employed by Acis Legal P/L, are engaged with Acis Pty Ltd.

User: Internal Gavin Barnes

Attachments:

8171

Question Date: 2021-12-17 10:11

User: Pemba Claire Ho

Submission Date: 2021-12-17 10:11

Priority: High

Answered: Yes

Status: Disclosed

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 56d 02h 59m

Date: 2021-12-17 11:24

Subject: Systango contract

Question: Please confirm whether Sumit (Systango)'s contract referred to in 0412 is the agreement disclosed at Doc#0407 or if there is a separate agreement for Systango. If there is, please provide a copy.
We note that Sumit's contractor agreement has also expired. Please confirm if this agreement is still on foot / effective and if so, what terms they have been engaged on. According to Doc# 0412, 'IT resources', all the contractors are "expected to be until 2022".

Answer #1

Date: 2021-12-17 11:24

Disclosed: Yes

Answer: Same agreement and it remains on foot despite the fact it may have expired by term.

User: Internal Gavin Barnes

Attachments:

6119

Question Date: 2021-12-18 12:59

User: Pemba Una Kim

Submission Date: 2021-12-18 12:59

Priority: High

Answered: Yes

Status: Disclosed

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Sam Sheppard

Age: 52d 01h 29m

Date: 2021-12-21 12:54

Subject: Salesforce Proposal

Project Fairway - Q&A Report

Question: The Viseo Agreement / Salesforce Proposal states that the term ends on 17 December 2021 although we understand the agreement / arrangement is still on foot. Please confirm whether this agreement has been renewed (and provide any relevant or additional documentation entered into) or otherwise confirm on what terms the arrangement is continuing on. This part of RFI 2523 was not answered.

Answer #1

Date: 2021-12-21 11:58
Disclosed: Yes

User: Internal Mark Bromback

Attachments:

Answer: The Salesforce agreement is for 3 years from NOV21

1216

Question Date: 2021-12-18 13:00
Submission Date: 2021-12-18 13:00

User: Pembra Una Kim

Priority: Low

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 52d 00h 53m

Date: 2021-12-21 13:30

Subject: Director relationships

Question: Please confirm the answer to the RFI, "Please confirm there are no details of any directorships, consultancy agreements or employment agreements of any Group Officer with any third party business entity or industry association", is no.

In our RFI requesting clarity on the Business' position as we understand Martin and Gavin have arrangements with their respective entities, we were advised "Snellman Tom as a firm provides accountancy and tax compliance to Acis. Redchip as a firm deliver legal services to Acis."

Answer #1

Date: 2021-12-21 13:30
Disclosed: Yes

User: Internal Gavin Barnes

Attachments:

Answer: Aside from as disclosed with respect to Martin (Snelleman Tom) and Gavin (Redchip lawyers and Yodal) there are no directorships, consultancy agreements or employment agreements of any Group Officer with any third party business entity or industry association that is connected to or operates in the same industry segments as Acis. For the avoidance of doubt, Both Martin and Gavin have other business investments and commitments that may or may not involve directorships and consultancy commitments but are entirely unrelated to Acis or it's business.

7162

Question Date: 2021-12-18 13:40
Submission Date: 2021-12-18 13:40

User: Pembra Una Kim

Priority: High

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 52d 00h 51m

Date: 2021-12-21 13:32

Subject: Techpath - Change of Control

Question: We note that under the Techpath Agreement, Techpath has a termination and suspension right if there is a change of control of ACIS. Please confirm whether in Management's view, there will be any issues with respect to obtaining consent in relation to the change of control, and confirm if the Techpath Agreement is material to the operations of the Business.

Answer #1

Date: 2021-12-21 13:32
Disclosed: Yes

User: Internal Gavin Barnes

Attachments:

Answer: No issue with consent to change of control

6853

Question Date: 2021-12-18 14:39
Submission Date: 2021-12-18 14:39

User: Pembra Una Kim

Priority: Medium

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Sam Sheppard

Age: 52d 00h 17m

Date: 2021-12-21 14:06

Subject: Westpac CST Purchase Loan

Question: With respect to the Westpac CST Purchase Loan Doc # 080212, please provide a copy of the Business Finance Agreement General Terms and the Additional General Terms referred to in the agreement.

Answer #1

Date: 2021-12-21 13:38
Disclosed: Yes

User: Internal Mark Bromback

Attachments: Westpac CST Loan Latest General Terms.pdf

Answer: Latest copy attached

1314

Question Date: 2021-12-18 14:40
Submission Date: 2021-12-18 14:40

User: Pembra Una Kim

Priority: Medium

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Sam Sheppard

Age: 52d 01h 29m

Date: 2021-12-21 12:54

Subject: Westpac Konica Printer Loan

Question: With respect to the Westpac Konica Printer Loan (Doc #080214), please provide a copy of the Auto and Equipment Finance Agreement General Terms (version February 2020).

Answer #1

Date: 2021-12-21 11:57
Disclosed: Yes

User: Internal Mark Bromback

Attachments: Printer Loan General Conditions.pdf

Answer: Refer attached

5698

Question Date: 2021-12-18 14:46
Submission Date: 2021-12-18 14:46

User: Pembra Una Kim

Priority: High

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

Internal Gavin Barnes

Age: 51d 21h 05m

Date: 2021-12-21 17:18

Subject: Financing Arrangements

Question: With respect to the financing arrangements in place within the Target Group: (i) QRIDA facility agreement (ii) Westpac CST Purchase Loan agreement (iii) Westpac Mazda Chattle Mortgage, (iv) Westpac Konica Printer Loan and Konica Minolta Order Form), please confirm whether each of these loans are intended to be paid out or if they will remain in place and provide details of the total outstanding balance for each loan.

Project Fairway - Q&A Report

Please also confirm that other than the financing arrangements stated above (Folder 0802), there are no other financing arrangements in place (apart from the Bank Guarantee relating to the Newstead Sublease which we expect will continue post-Completion).

Answer #1

Date: 2021-12-21 17:18
 Disclosed: Yes
 Answer: This has ben dealt with previously including in the term sheet.

User: Internal Gavin Barnes

Attachments:

9393

Question Date: 2021-12-18 14:47
 Submission Date: 2021-12-18 14:47
 Priority: Medium
 Answered: Yes
 Status: Disclosed

User: Pembra Una Kim

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Sam Sheppard

Age: 51d 23h 29m

Date: 2021-12-21 14:54

Subject: QRIDA signed facility agreement

Question: With respect to the QRIDA signed facility agreement (080215) please provide a copy of the General Conditions and the Guidelines as specified in the Facility Letter.

Answer #1

Date: 2021-12-21 14:50
 Disclosed: Yes
 Answer: refer attached

User: Internal Mark Bromback

Attachments: Acis QRIDA Signed General Conditions.pdf

4709

Question Date: 2021-12-18 15:17
 Submission Date: 2021-12-18 15:17
 Priority: High
 Answered: Yes
 Status: Disclosed

User: Pembra Una Kim

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Sam Sheppard

Age: 52d 01h 29m

Date: 2021-12-21 12:54

Subject: Konika Minolta

Question: Please provide a copy of any separate rental, lease print plan or finance agreement in connection with the equipment financing arrangement between Konika Milnolta and ACIS (080215) or confirm there are none.

Answer #1

Date: 2021-12-21 12:23
 Disclosed: Yes
 Answer: refer attached 60 months service agreement

User: Internal Mark Bromback

Attachments: Konika Signed order 240220.pdf

1109

Question Date: 2021-12-18 17:08
 Submission Date: 2021-12-18 17:08
 Priority: High
 Answered: Yes
 Status: Disclosed

User: Pembra Una Kim

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 52d 00h 52m

Date: 2021-12-21 13:31

Subject: Westpac CST Purchase Loan

Question: Please provide an executed copy of the Westpac CST Purchase Loan (Doc 080212) and of all the associated finance documentation relating to the Westpac CST Purchase Loan (Doc 080212) including the Additional General Terms and the related security documents specified in page 8 of the agreement.

Answer #1

Date: 2021-12-21 13:23
 Disclosed: Yes
 Answer: refer attached

User: Internal Mark Bromback

Attachments: Westpac Acis Holdings CST Loan exicuted.pdf

5151

Question Date: 2021-12-18 17:08
 Submission Date: 2021-12-18 17:08
 Priority: Low
 Answered: Yes
 Status: Disclosed

User: Pembra Una Kim

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 52d 01h 11m

Date: 2021-12-21 13:12

Subject: Konika Milnolta Order Form

Question: Please provide a countersigned copy of Konika Milnolta Order Form (080215) as the commencement date is when both parties have signed the order form.

Answer #1

Date: 2021-12-21 13:11
 Disclosed: Yes
 Answer: Have requested countersigned copy

User: Internal Mark Bromback

Attachments:

1880

Question Date: 2021-12-18 17:09
 Submission Date: 2021-12-18 17:09
 Priority: Low
 Answered: Yes
 Status: Disclosed

User: Pembra Una Kim

Disclosure: Question Author's User Group

Has Undisclosed Answers: No

Internal Sam Sheppard

Age: 52d 00h 17m

Date: 2021-12-21 14:06

Subject: Westpac Konika Printer Loan - executed copy

Question: Please provide an executed copy of Westpac Konika Printer Loan (Doc 080214). This loan agreement has not been executed. Please also confirm what the settlement date is under this loan agreement.

Answer #1

Date: 2021-12-21 13:22
 Disclosed: Yes
 Answer: refer attached

User: Internal Mark Bromback

Attachments: Printer Loan Agreement.pdf

7881

Question Date: 2021-12-18 17:38
 Submission Date: Not set
 Priority: Low
 Answered: No
 Status: Rejected by Q&A Administrator

User: Pembra Una Kim

Disclosure: Not set

Has Undisclosed Answers: No

Internal Gavin Barnes

Age: 52d 22h 55m

Date: 2021-12-20 15:28

Comments: it was never signed nor accepted

Subject: QRIDA facility letter

Question: Please provide a copy of the General Security Deed referred to under the QRIDA facility letter (080215).

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1834	Question Date: 2021-12-19 21:49 Submission Date: 2021-12-19 21:49 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Age: 52d 01h 11m Date: 2021-12-21 13:12
	Subject: Hedging transactions Question: Please confirm there are agreements and associated documents relating to any futures, exchange' or other derivative or hedging transactions under which any Target Group Company has any continued exposure.		
	Answer #1 Date: 2021-12-21 13:07 Disclosed: Yes Answer: No exposure	User: Internal Mark Bromback Attachments:	
9758	Question Date: 2021-12-19 21:50 Submission Date: 2021-12-19 21:50 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Age: 52d 00h 50m Date: 2021-12-21 13:33
	Subject: IP claims Question: Please confirm there are no claims of any kind (historical, present or likely to arise) in connection with the 'Specified IP' formerly owned by ATMP/Tracano and Echelon under the licence agreements with ACIS and each of Echelon and ATMP were party to.		
	Answer #1 Date: 2021-12-21 13:33 Disclosed: Yes Answer: Correct no claims of any kind	User: Internal Gavin Barnes Attachments:	
6689	Question Date: 2021-12-19 23:39 Submission Date: 2021-12-19 23:39 Priority: High Answered: Yes Status: Disclosed	User: Pembra Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Age: 51d 21h 06m Date: 2021-12-21 17:17
	Subject: Tracano to ATMP IP Assignment Question: Please provide all relevant documents and agreements relating to the transfer of ownership of the IPR and assignment of the IP Licence Agreement from Tracano Pty Ltd to All Things Must Pass Pty Ltd as referred to in Doc# 0310. For clarity, we have not received any documents relating to the assignment of IP from Tracano to ATMP.		
	Answer #1 Date: 2021-12-21 17:17 Disclosed: Yes Answer: Refer to document 0309. All things must pass P/L acquired the " business" of Tracano P/L - refer to the Tracano license as disclosed when it became a shareholder in Acis Holdings Pty Ltd. Yes there were 2 separate transactions one a share sale and the other, the Tracano license (a business sale) so ATMP acquired the right from Tracano and then collapsed those plus the corresponding IP rights back to Acis as part of the termination, document 0309. Please don't ask any further questions nor request any further detail on this.	User: Internal Gavin Barnes Attachments:	
2908	Question Date: 2021-12-19 23:46 Submission Date: 2021-12-19 23:46 Priority: Low Answered: Yes Status: Disclosed	User: Pembra Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Age: 51d 21h 13m Date: 2021-12-21 17:10
	Subject: Direct Marketing Practices Question: Please confirm whether customers have a 'opt-in' button to receive direct marketing material from the Business including either (i) filling in a paper form (ii) verbally (in person or via phone); or (iii) ticking a box on a website. With respect to the Business' opt-out option, please confirm what is involved with this process i.e. the customer clicks an 'unsubscribe option'.		
	Answer #1 Date: 2021-12-21 17:10 Disclosed: Yes Answer: OPT out via unsubscribe	User: Internal Gavin Barnes Attachments:	
2145	Question Date: 2021-12-20 10:24 Submission Date: 2021-12-20 10:24 Priority: High Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Age: 52d 00h 44m Date: 2021-12-21 13:39
	Subject: Acis Legal lawyers Question: We understand that Acis Legal hires an in-house team of lawyers who are 'employees' of the Target Group. Please confirm the number of lawyers engaged, whether these lawyers are contracted under the Template Employment Contract or otherwise provide copies of their agreements.		
	Answer #1 Date: 2021-12-21 13:39 Disclosed: Yes Answer: we have answered this question in terms of who they are which is also the number. No template agreements signed, that is in hand.	User: Internal Gavin Barnes Attachments:	
8318	Question Date: 2021-12-20 10:30 Submission Date: 2021-12-20 10:30 Priority: Low Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Age: 52d 01h 17m Date: 2021-12-21 13:06

Project Fairway - Q&A Report

	Subject: 04B21 Sunny Rajendra Pandya's contractor agreement		
	Question: Please provide a fully executed copy of 04B21 Sunny Rajendra Pandya's (in his personal capacity) contractor agreement or otherwise confirm this has been superseded by 04B20 Sunny Rajendra Pandya (Quixom Pandaya)'s contractor agreement which we have an executed copy of.		
	Answer #1	Date: 2021-12-21 13:06	User: Internal Gavin Barnes
	Disclosed: Yes		Attachments:
	Answer: The agreement has been superseded		
1792	Question Date: 2021-12-20 15:44		User: Pemba Claire Ho
	Submission Date: 2021-12-20 15:44		
	Priority: High		Disclosure: Question Author's User Group
	Answered: Yes		Has Undisclosed Answers: No
	Status: Disclosed	Age: 52d 01h 03m	Date: 2021-12-21 13:20
	Subject: Acis Legal employees		
	Question: Please provide a list of all the lawyers who are employed by Acis Legal, provide a copy of their practising certificates and confirm that all lawyers employed by Acis Legal are compliant with their own professional requirements, eg CPD		
	Answer #1	Date: 2021-12-21 13:20	User: Internal Gavin Barnes
	Disclosed: Yes		Attachments:
	Answer: Gavin Barnes Emily Pritchard Stephen Harvey James Creevy Dean Saxvick (about to commence his PLT in Feb,2022 pre his admission)		
	Save Dean, all are QLS members and form part of the Lexon scheme. They are CPD compliant. Acis doesn't have copies of their practicing certificates.		
3377	Question Date: 2021-12-21 11:29		User: Pemba Andrew Cawthron
	Submission Date: 2021-12-21 11:29		
	Priority: High		Disclosure: Question Author's User Group
	Answered: Yes		Has Undisclosed Answers: No
	Status: Disclosed	Age: 50d 01h 23m	Date: 2021-12-23 13:00
	Subject: Capitalised wages (FY20)		
	Question: Please confirm the quantum of capitalised wages in FY20 (if any). We understand per previous discussions this may be nil although we are keen to confirm on the basis there were capitalised IT costs of \$87k in this period.		
	Answer #1	Date: 2021-12-21 17:34	User: Internal Matt Hargreaves
	Disclosed: Yes		Attachments:
	Answer: No IT Wages or on-costs were capitalised in FY20. In FY21 development work increased and it was determined by the internal finance team that the IT employees were now sufficiently involved in development work to warrant capitalisation.		
2099	Question Date: 2021-12-21 17:23		User: Pemba Sarwar Haji
	Submission Date: 2021-12-21 17:23		
	Priority: Medium		Disclosure: Question Author's User Group
	Answered: Yes		Has Undisclosed Answers: No
	Status: Disclosed	Age: 50d 01h 14m	Date: 2021-12-23 13:09
	Subject: Employment taxes		
	Question: Please advise the historical, and current, payroll grouping status of the ACIS Group Entities (CST Documents and ACIS Pty Ltd). Which entity is DGE?		
	Answer #1	Date: 2021-12-23 13:09	User: Internal Gavin Barnes
	Disclosed: Yes		Attachments:
	Answer: Acis is the DGE for the Group.		
3534	Question Date: 2021-12-21 17:23		User: Pemba Sarwar Haji
	Submission Date: 2021-12-21 17:23		
	Priority: Low		Disclosure: Question Author's User Group
	Answered: Yes		Has Undisclosed Answers: No
	Status: Disclosed	Age: 49d 23h 25m	Date: 2021-12-23 14:58
	Subject: Income Tax		
	Question: With regards to JobKeeper, please confirm 'employee nomination forms' were executed for all employees receiving JobKeeper.		
	Answer #1	Date: 2021-12-23 14:58	User: Internal Gavin Barnes
	Disclosed: Yes		Attachments:
	Answer: confirmed		
2096	Question Date: 2021-12-21 17:23		User: Pemba Sarwar Haji
	Submission Date: 2021-12-21 17:23		
	Priority: Low		Disclosure: Question Author's User Group
	Answered: Yes		Has Undisclosed Answers: No
	Status: Disclosed	Age: 29d 03h 35m	Date: 2022-01-13 10:48
	Subject: Income Tax		
	Question: Please confirm the process behind the JobKeeper applications submitted to the ATO (e.g., timing of filing, how the actuals vs forecast was prepared, etc.).		
	Answer #1	Date: 2022-01-11 14:30	User: Internal Mark Bromback
	Disclosed: Yes		Attachments:

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Answer: The jobKeeper application was based on actuals for APRIL20 v APRIL19 in line with the government requirements.

There was a fall of greater than 30% in revenue and it was on that basis that our application for JobKeeper was submitted and approved

2844	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Age: 29d 03h 47m Date: 2022-01-13 10:36	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes
	Subject: Income Tax Question: Please confirm there are currently no deferred COVID-19 related payments / taxes / benefits that are required to be repaid by ACIS (or any other group entity).			
	Answer #1 Date: 2022-01-13 10:36 Disclosed: Yes Answer: Confirmed.	User: Internal Attachments:		Gavin Barnes
2847	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: High Answered: Yes Status: Disclosed	User: Pemba Age: 29d 03h 49m Date: 2022-01-13 10:34	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes
	Subject: Income Tax Question: Please confirm whether any income tax or stamp duty advice was received in respect of the IP assignments to ACIS from ATMP and Echelon which took place in August 2021. Please provide a copy if so.			
	Answer #1 Date: 2022-01-12 15:12 Disclosed: Yes Answer: See this document	User: Internal Attachments:		Martin Kerrigan
	https://dataroom.ansarada.com/mvc/0gbmy21qd0f%7C85687/4378149/DocumentViewer#/word?fileid=50735371			
2841	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: High Answered: Yes Status: Disclosed	User: Pemba Age: 32d 04h 16m Date: 2022-01-10 10:07	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Sam Sheppard
	Subject: Income Tax Question: How was the valuation of IP for the IP assignment fees paid by ACIS to ATMP and Echelon determined? Was a formal valuation (internal or external) undertaken?			
	Answer #1 Date: 2022-01-10 10:05 Disclosed: Yes Answer: This was settled via negotiation. On the one hand the terms of the IP agreements allowed for the cancellation of the IP agreements and that the IP would continue to be held via ATMP. But the reality was that ATMP had been usurped by digital means. An agreement was made to pay the amount via the deed.	User: Internal Attachments:		Martin Kerrigan
8720	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Age: 29d 01h 52m Date: 2022-01-13 12:31	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes
	Subject: Goods & Services Tax ("GST") Question: Advise if any consideration has been given to the \$20m GST turnover threshold, in the context of monthly vs quarterly reporting periods. We note the FY21 turnover was approximately \$21m.			
	Answer #1 Date: 2022-01-13 12:16 Disclosed: Yes Answer: The change to monthly reporting has not yet occurred but will be required based on expected turnover	User: Internal Attachments:		Matt Hargreaves
2832	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Age: 29d 01h 51m Date: 2022-01-13 12:32	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Gavin Barnes
	Subject: Goods & Services Tax ("GST") Question: Please advise what the following GST-free income items relate to, as described in the 'GST Audit Report' tab of the BAS workpapers: 'Sales income - companies' and 'Sales income - secretarial'			
	Answer #1 Date: 2022-01-13 12:13 Disclosed: Yes Answer: This relates to the Asic charges being recovered which are GST free	User: Internal Attachments:		Matt Hargreaves
2835	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Age: 24d 23h 44m Date: 2022-01-17 14:39	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Sarwar Haji Sam Sheppard
	Subject: Employment taxes Question: Please advise expected timing of FY21 QLD PRT filing (or provide a copy if lodged).			
	Answer #1			

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	Date: 2022-01-13 12:56 Disclosed: Yes Answer: The initial filing was incorrect as we had not made a deduction for JobKeeper. A request to amend was submitted in July and has been followed up since but today has not been actioned by OSR	User: Internal Mark Bromback Attachments:
Answer #2	Date: 2022-01-14 14:47 Disclosed: Yes	User: Internal Mark Bromback Attachments: Acis Payroll Tax 2021 Annual Return - CN 3881310 140122.pdf
2075	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 02h 20m Date: 2022-01-13 12:03
	Subject: Employment taxes Question: We have sighted a contractor agreement in the dataroom (doc #0407) wherein ACIS engages directly with an individual. Please confirm the employment taxes treatment of this arrangement (super, PRT, PAYGW) and reasoning. If there are other contractor arrangements of this nature (i.e. outsource labour), whether domestic or foreign, please provide detail of i) quantum of arrangements / payments, ii) employment taxes treatment and provide further samples (if not of a similar form).	
Answer #1	Date: 2022-01-13 12:03 Disclosed: Yes Answer: He is an IT contractor and and non-resident for tax purposes in Australia. We have no knowledge of his taxation affairs all payment made to him are grossed up from our perspective. All similar arrangement's relating to IT outsourced contactors are disclosed.	User: Internal Gavin Barnes Attachments:
2072	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 02h 18m Date: 2022-01-13 12:05
	Subject: General taxes Question: We understand certain personal employee and / or shareholder expenses may be incurred by the Target (e.g. travel costs) during the Review Period. Please advise how these have been treated for income tax or FBT purposes.	
Answer #1	Date: 2022-01-13 12:05 Disclosed: Yes Answer: There are no such expenses.	User: Internal Gavin Barnes Attachments:
2861	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 02h 48m Date: 2022-01-13 11:35
	Subject: Employment taxes Question: We understand one of ACIS (or ACIS Holdings Pty Ltd) has made annual payments of \$120k to Peter Johnson since the time of the CST Documents acquisition in FY19. Please confirm how these payments have been treated for employment taxes purposes.	
Answer #1	Date: 2022-01-13 11:35 Disclosed: Yes Answer: They are treated by Acis as fees paid to Consultants	User: Internal Gavin Barnes Attachments:
2864	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: High Answered: Yes Status: Disclosed	User: Pemba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 02h 49m Date: 2022-01-13 11:34
	Subject: Employment taxes Question: Where payments to directors are invoiced to companies (of which they are shareholders), please confirm how these are treated for payroll tax, superannuation and PAYGW.	
Answer #1	Date: 2022-01-13 11:34 Disclosed: Yes Answer: They are treated as consulting revenue by those entities which in each case have multiple sources of said revenue.	User: Internal Gavin Barnes Attachments:
2080	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 03h 48m Date: 2022-01-13 10:35
	Subject: All Taxes Question: Please confirm that all relevant returns required to be lodged in the Review Period by All Things Must Pass Pty Ltd with respect to Income tax, GST (or foreign equivalent), employment taxes and stamp duty have been lodged with the Revenue Authorities by the relevant due dates. Please provide details to the extent this is not the case.	
Answer #1	Date: 2022-01-12 14:46 Disclosed: Yes Answer: All returns have been lodged by the relevant date. December 2021 BAS has been lodged today. 2021 ITR has also been lodged.	User: Internal Martin Kerrigan Attachments:

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2077	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 50d 01h 10m Date: 2021-12-23 13:13
	Subject: All Taxes Question: Please provide copies of any correspondence between All Things Must Pass Pty Ltd and any Revenue Authorities in relation to income tax, GST or employment taxes regarding shortfall and penalties, disputes, audits or risk reviews, as well as any private rulings, and ruling requests (including those in progress).	
	Answer #1 Date: 2021-12-23 13:13 Disclosed: Yes Answer: No such correspondence nor notices	User: Internal Gavin Barnes Attachments:
2050	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: High Answered: Yes Status: Disclosed	User: Pembra Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 03h 50m Date: 2022-01-13 10:33
	Subject: All Taxes Question: Please provide copies of the ATO income tax account and integrated client account for All Things Must Pass Pty Ltd covering the period from the beginning of the Review Period, confirming payment of tax obligations	
	Answer #1 Date: 2022-01-12 15:15 Disclosed: Yes Answer: The 2021 ITR and December BAS has not shown up on the ATO portal. We will provide an updated statement as soon as the ATO shows the updated account.	User: Internal Martin Kerrigan Attachments: ATO Income Tax Account.pdf
116	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 50d 01h 12m Date: 2021-12-23 13:11
	Subject: All Taxes Question: Please advise if All Things Must Pass Pty Ltd has received any Covid-19 tax relief (e.g. JobKeeper, ATO cashflow boost, payroll, GST deferrals) during FY20/21/YTD. For each stimulus or benefit, please confirm the basis for eligibility and provide copies of analysis and calculations as relevant.	
	Answer #1 Date: 2021-12-23 13:11 Disclosed: Yes Answer: No covid -19 tax relief payment rec'd.	User: Internal Gavin Barnes Attachments:
2047	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: High Answered: Yes Status: Disclosed	User: Pembra Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 03h 49m Date: 2022-01-13 10:34
	Subject: Income Tax Question: To the extent not already provided, please provide copies of all tax returns, workpapers and transmittal letters for All Things Must Pass Pty Ltd during the Review Period	
	Answer #1 Date: 2022-01-12 14:57 Disclosed: Yes Answer: See below	User: Internal Martin Kerrigan Attachments: 2017 Account Preparation Workpapers All Things Must Pass Pty Ltd.xlsx 2018 Account Preparation Workpapers All Things Must Pass Pty Ltd.xlsx 2019 Account Preparation Workpapers - All Things Must Pass Pty Ltd.xlsx 2020 Account Preparation Workpapers - All Things Must Pass Pty Ltd.xlsx 2021 Account Workpapers - All Things Must Pass Pty Ltd.xlsx 2021 Income Tax Return.pdf 2017 Income Tax Return.pdf 2018 Income Tax Return.pdf 2019 Income Tax Return.pdf 2020 Income Tax Return.pdf
4074	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 03h 49m Date: 2022-01-13 10:34
	Subject: GST Question: Advise if All Things Must Pass Pty Ltd is GST registered. If so, please provide a sample of copies of 4x lodged BASs for years in the Review Period and supporting workpapers	
	Answer #1 Date: 2022-01-12 15:02 Disclosed: Yes Answer:	User: Internal Martin Kerrigan Attachments: December 2019 BAS.pdf June 2020 BAS.pdf

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March 2020 BAS.pdf
September 2019 BAS.pdf
BAS Workpapers - 2020 FY.xlsx

	Answer: Yes		
2041	Question Date: 2021-12-21 17:23 Submission Date: 2021-12-21 17:23 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Sarwar Haji	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 50d 01h 21m Date: 2021-12-23 13:02
	Subject: Employment Taxes Question: If All Things Must Pass Pty Ltd is an employing entity, please provide the lodged payroll tax annual reconciliations, backing calculations and supporting documentation for the Review Period.		
	Answer #1 Date: 2021-12-23 13:02 Disclosed: Yes Answer: This entity does not employ any staff.	User: Internal Gavin Barnes	Attachments:
596	Question Date: 2021-12-22 10:05 Submission Date: 2021-12-22 10:05 Priority: High Answered: Yes Status: Disclosed	User: Pemba Una Kim	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 50d 01h 23m Date: 2021-12-23 13:00
	Subject: Yodal and ACIS Question: Please confirm if there is any relationship (informal or formal) between Yodal (which we understand Gavin Barnes is a director of) and the Target Group and provide copies of any relevant documentation or confirm there are none.		
	Answer #1 Date: 2021-12-23 13:00 Disclosed: Yes Answer: There are no arrangements formal or informal between yodal and the target group	User: Internal Gavin Barnes	Attachments:
8293	Question Date: 2021-12-22 10:13 Submission Date: 2021-12-22 10:13 Priority: High Answered: Yes Status: Disclosed	User: Pemba Una Kim	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 50d 01h 24m Date: 2021-12-23 12:59
	Subject: Agreements with Lawyers Question: In response to our RFI (2145) requesting on what terms the lawyers are contracted on, we were advised that 'No template agreements signed, that is in hand'. We understand this to mean that there are currently no contracts in place between the Target Group and the 5 lawyers employed by the Business. Please confirm this is the case and whether there is an intention for these lawyers to enter into employment contracts with the Business (including if their engagement would be on the template employment contract and which Target Group Company would be the employing entity. If this is not the case and there are employment contracts in place, please provide copies). We also note that we have received a copy of Stephen Harvey's employment contract (which are on the terms of the template employment contract with Acis Co as the employing entity). Please clarify the position with respect to our previous RFI response where we have been advised that 'No template agreements signed, that is in hand'.		
	Answer #1 Date: 2021-12-23 12:59 Disclosed: Yes Answer: Stephen Harvey has a signed Employment agreement. In the New Year will make arrangements for the remaining members of the legal team to execute employment agreements using the same template that is being put in place with Stephen Harvey.	User: Internal Gavin Barnes	Attachments:
9161	Question Date: 2021-12-23 14:42 Submission Date: 2021-12-23 14:42 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Claire Ho	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 02h 51m Date: 2022-01-13 11:32
	Subject: ATMP - Business interests Question: Please provide: (i) a general overview of the business interests and undertakings of ATMP in particular (but not limited to) interests in businesses that do or may operate in competition with, or in sectors adjacent to the Acis Group or Reviewa (including through any formal or informal joint venture / partnership) or otherwise confirm there are none (we understand historically that ATMP acquired the business of Tracano notwithstanding this has now been disposed); (ii) details of any restrictions on conduct, expansion or non-compete commitments that apply in relation to ATMP (whether formal or informal); and (iii) copies of all agreements relating to the same or confirm that none exist.		
	Answer #1 Date: 2022-01-13 11:32 Disclosed: Yes Answer: ATMP is an SPV and established and is used for the sole purpose of holding shares in Acis Holdings Pty Ltd.	User: Internal Gavin Barnes	Attachments:
3052	Question Date: 2021-12-23 14:43 Submission Date: 2021-12-23 14:43 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Claire Ho	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 32d 04h 21m Date: 2022-01-10 10:02
	Subject: ATMP - Business interests Question: Please provide details of any directorships, consultancy agreements or employment agreements of any ATMP director / officer with any third party business entity or industry association.		
	Answer #1 Date: 2022-01-10 10:00	User: Internal Martin Kerrigan	

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	Disclosed: Yes Answer: There are no written agreements. Directorships are as per ASIC statement.	Attachments:
453	Question Date: 2021-12-23 14:43 Submission Date: 2021-12-23 14:43 Priority: Medium Answered: Yes Status: Disclosed	User: Pemba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 30d 23h 40m Date: 2022-01-11 14:43
	Subject: ATMP - Business interests Question: Please provide copies of the asset register of ATMP and confirm that all assets of ATMP set out in the asset register are in the possession of ATMP.	
	Answer #1 Date: 2022-01-11 14:43 Disclosed: Yes Answer: it's only asset is it's shareholding in Acis Holdings Pty Ltd, there is no asset register per se.	User: Internal Gavin Barnes Attachments:
1561	Question Date: 2021-12-23 14:43 Submission Date: 2021-12-23 14:43 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 32d 04h 22m Date: 2022-01-10 10:01
	Subject: ATMP - Business interests Question: Please confirm that ATMP is not party to any commercial contract or lease (we understand there are no operational / trading activities undertaken by ATMP and its only function is the holding shares in Acis Holdings).	
	Answer #1 Date: 2022-01-10 10:01 Disclosed: Yes Answer: That is correct.	User: Internal Martin Kerrigan Attachments:
3934	Question Date: 2021-12-23 14:44 Submission Date: 2021-12-23 14:44 Priority: Low Answered: Yes Status: Disclosed	User: Pemba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 02h 53m Date: 2022-01-13 11:30
	Subject: ATMP - Group Structure Question: Please provide a group structure chart showing the ownership of ATMP.	
	Answer #1 Date: 2022-01-13 11:30 Disclosed: Yes Answer: There is no Group structured chart, refer to the Asic search and the company register(being uploaded).	User: Internal Gavin Barnes Attachments:
3672	Question Date: 2021-12-23 14:45 Submission Date: 2021-12-23 14:45 Priority: High Answered: Yes Status: Disclosed	User: Pemba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 23d 02h 25m Date: 2022-01-19 11:58
	Subject: Constituent Documents Question: Please provide a copy of the constitution and any shareholders deed for ATMP and the ATMP shareholders.	
	Answer #1 Date: 2022-01-19 11:58 Disclosed: Yes Answer: Refer to the folder -ATMP folder added 0108	User: Internal Gavin Barnes Attachments:
1280	Question Date: 2021-12-23 14:45 Submission Date: 2021-12-23 14:45 Priority: High Answered: Yes Status: Disclosed	User: Pemba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 02h 55m Date: 2022-01-13 11:28
	Subject: Constituent Documents Question: Please confirm if any ATMP shareholder holds shares in ATMP on trust and if so, provide their trust ABNs, a copy of the trust deed and all amendments, supplemental deeds and related documents.	
	Answer #1 Date: 2022-01-13 11:28 Disclosed: Yes Answer: This question has been answered by the response to other questions asked in relation to the entity. Copies of the relevant trust deeds will be uploaded to the data room.	User: Internal Gavin Barnes Attachments:
5230	Question Date: 2021-12-23 14:45 Submission Date: 2021-12-23 14:45 Priority: High Answered: Yes Status: Disclosed	User: Pemba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 03h 08m Date: 2022-01-13 11:15
	Subject: Constituent Documents Question: If ATMP is the trustee or beneficiary of a trust, please provide a copy of: the unit register of the trust and the trust ABN, the trust deed and all amendments, supplemental deeds and related documents	
	Answer #1 Date: 2022-01-13 11:15 Disclosed: Yes Answer: ATMP isn't the trustee of any trust.	User: Internal Gavin Barnes Attachments:
162	Question Date: 2021-12-23 14:46 Submission Date: 2021-12-23 14:46	User: Pemba Claire Ho

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	Priority: High Answered: Yes Status: Disclosed	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 23d 02h 26m Date: 2022-01-19 11:57	
	Subject: Registers and share certificates Question: Please provide a complete and up to date copy of the register of members for ATMP, including details of any shares held on trust and details of the underlying trust (including ABN).	
	Answer #1 Date: 2022-01-19 11:57 Disclosed: Yes Answer: Refer to the folder -ATMP folder added 0108	User: Internal Gavin Barnes Attachments:
5039	Question Date: 2021-12-23 14:46 Submission Date: 2021-12-23 14:46 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 29d 03h 24m Date: 2022-01-13 10:59	
	Subject: Registers and share certificates Question: Please provide a complete and up to date copy of the register of officers / directors maintained by ATMP.	
	Answer #1 Date: 2022-01-13 10:59 Disclosed: Yes Answer: There are only two directors, there have only ever been to directors since the company was incorporated as disclosed in the Asic search.	User: Internal Gavin Barnes Attachments:
3250	Question Date: 2021-12-23 14:46 Submission Date: 2021-12-23 14:46 Priority: Low Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 23d 02h 26m Date: 2022-01-19 11:57	
	Subject: Minutes Question: In relation to ATMP, please provide copies of all resolutions and minutes of meetings of the directors (including any board papers) within the past three years.	
	Answer #1 Date: 2022-01-19 11:57 Disclosed: Yes Answer: Refer to the folder -ATMP folder added 0108	User: Internal Gavin Barnes Attachments:
3488	Question Date: 2021-12-23 14:47 Submission Date: 2021-12-23 14:47 Priority: High Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 29d 03h 10m Date: 2022-01-13 11:13	
	Subject: Corporate matters Question: In relation to ATMP, please provide: (i) details of all transfers of shareholdings (and confirmation that all stamp duty has been paid on all transfer of shares); (ii) details of any shares held on trust and details of the beneficial owner(s); (iii) details of any partly paid shares and the extent to which they are paid up; (iv) any encumbrances over any shares; and (v) copies of documents relating to any share buy-backs, share cancellations or redemptions of shares within the Specified Period.	
	Answer #1 Date: 2022-01-13 11:13 Disclosed: Yes Answer: Refer to the Company register and members share register uploaded to the data room. Since the incorporation of the company there have been some share transfers between the entities associated with Martin Kerrigan (FFTB Pty Ltd) and Gavin Barnes (Astral Weeks P/I atf the Astral Weeks Trust and Veedon Fleece P/I atf The Veedon Fleece Superannuation Fund) In 2020 there was a disposal/sell down by Barnes entities to Raceteak P/I ATF the Ingram Superannuation Fund. Duty if applicable was paid on all share transfers. None of the shares are encumbered and they are all fully paid up. Kerrigan Entities - FFTB P/L atf Kerrigan No.1 Family Trust, same entity is also the trustee of the Kerrigan Superannuation Fund. Barnes entities - Astral Weeks P/I atf the Astral Weeks Trust and Veedon Fleece P/I atf The Veedon Fleece Superannuation Fund Ingram Entities - Raceteak Pty Ltd atf the Ingram Superannuation Fund.	User: Internal Gavin Barnes Attachments:
7033	Question Date: 2021-12-23 14:50 Submission Date: 2021-12-23 14:50 Priority: High Answered: Yes Status: Disclosed	User: Pembra Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 29d 03h 28m Date: 2022-01-13 10:55	
	Subject: Corporate matters Question: Please provide copies of all agreements and arrangements creating or which may give rise to a right to require the issue of any shares, notes, debentures, options, warrants or other securities in ATMP, including: (i) subscription agreements, convertible note agreements, option agreements and warrant agreements; and (ii) employee share or option plans.	
	Answer #1 Date: 2022-01-13 10:55 Disclosed: Yes	User: Internal Gavin Barnes Attachments:

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	Answer: There are none.		
3206	Question Date: 2021-12-23 14:51 Submission Date: 2021-12-23 14:51 Priority: High Answered: Yes Status: Disclosed	User: Pembra Claire Ho	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 29d 03h 29m Date: 2022-01-13 10:54		
	Subject: Corporate matters Question: Please provide copies of all agreements or other arrangements creating or which may give rise to any encumbrance, option, right of pre-emption, right of first or last refusal or other third party right over any of the shares of ATMP.		
	Answer #1 Date: 2022-01-13 10:54 Disclosed: Yes Answer: There are none.	User: Internal Gavin Barnes	Attachments:
9663	Question Date: 2021-12-23 14:51 Submission Date: 2021-12-23 14:51 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Claire Ho	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 29d 03h 50m Date: 2022-01-13 10:33		
	Subject: Dividends, distributions and other transactions Question: In respect of ATMP, please provide details of: (a) all dividends and other distributions declared and paid and any reduction of capital undertaken during the Specified Period (b) any dividends or other distributions declared or determined but not paid; (c) any agreement or arrangement which restricts the payment of dividends or the making of any other distribution; and (d) details of any transactions undertaken which involved the provision of financial assistance within the terms of section 260 of the Corporations Act.		
	Answer #1 Date: 2022-01-13 07:16 Disclosed: Yes	User: Internal Martin Kerrigan	Attachments: 2021 Dividends.pdf 2020 Dividends.pdf 2019 Dividends.pdf 2018 Dividends.pdf 2017 Dividends.pdf
	Answer: See attachments for dividends declared and paid during the period There were no reductions in capital No dividends have been determined and not paid. There are no restrictions on the ability to pay dividends or make distributions No transactions were entered into that involved the provision of financial assistance.		
7865	Question Date: 2021-12-23 14:52 Submission Date: 2021-12-23 14:52 Priority: High Answered: Yes Status: Disclosed	User: Pembra Claire Ho	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 49d 23h 30m Date: 2021-12-23 14:53		
	Subject: Related party transactions Question: Please provide details of any contracts, agreements, transactions or commitments between the shareholders, officers, directors, or other related parties of ATMP (as defined in section 228 of the Corporations Act) on the one part, and an Acis Group Company on the other (eg a shareholder loan agreement) (other than an agreement for payment of salary or fees pursuant to an employment or consultancy agreement).		
	Answer #1 Date: 2021-12-23 14:53 Disclosed: Yes Answer: There are none save the shareholders agreement disclosed to which ATMP is a party.	User: Internal Gavin Barnes	Attachments:
8367	Question Date: 2021-12-23 14:52 Submission Date: 2021-12-23 14:52 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Claire Ho	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 49d 04h 23m Date: 2021-12-24 10:00		
	Subject: Acquisitions, disposal and restructurings Question: Please provide details of all material acquisitions and disposals by ATMP which occurred within the past three years (including the Tracano business).		
	Answer #1 Date: 2021-12-24 10:00 Disclosed: Yes Answer: No acquisitions in the last 3 years. As disclosed the rights under the Acis Tracano license were terminated by agreement.	User: Internal Gavin Barnes	Attachments:
6068	Question Date: 2021-12-23 14:52 Submission Date: 2021-12-23 14:52 Priority: High Answered: Yes Status: Disclosed	User: Pembra Claire Ho	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 49d 04h 26m Date: 2021-12-24 09:57		
	Subject: Solvency Question: Please confirm that there have been no insolvency proceedings (e.g. appointment of a receiver, liquidator, administrator or similar officer or an application for winding up or dissolution) in relation to ATMP or any circumstances which may give rise to a risk of ATMP becoming insolvent or subject to any insolvency proceedings.		
	Answer #1 Date: 2021-12-24 09:57	User: Internal Gavin Barnes	

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	Disclosed: Yes	Attachments:	
	Answer: There are no proceedings nor circumstances giving rise to such.		
9389	Question Date: 2021-12-23 14:53	User: Pemba	Claire Ho
	Submission Date: 2021-12-23 14:53		
	Priority: High	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
	Age: 49d 23h 21m	Date: 2021-12-23 15:02	
	Subject: Financial accomodation		
	Question: Please provide details and copies of all agreements and associated documents relating to: (a) any current and proposed debt facilities of ATMP including facility agreements, loan agreements, bill facilities, overdraft facilities, debt instruments, material finance and operating leases and material equipment finance and hire purchase agreements; (b) any guarantees, cross guarantees, indemnities and letters of comfort given by ATMP; (c) any swaps, futures, options, exchange' or other derivative or hedging transactions under which ATMP has any continued exposure (d) commercial security deposits, performance bonds or equivalent commitments given by or on behalf of ATMP; (e) any inter-company loans or any type of financing arrangement between ATMP and any related company of ATMP (if applicable); and (f) any financing arrangements relating to specific assets.		
	Answer #1		
	Date: 2021-12-23 15:02	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
	Answer: There are no current or proposed debt facilities relating to ATMP>		
9198	Question Date: 2021-12-23 14:53	User: Pemba	Claire Ho
	Submission Date: 2021-12-23 14:53		
	Priority: High	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
	Age: 49d 23h 22m	Date: 2021-12-23 15:01	
	Subject: Breaches		
	Question: Please confirm there has not been any breach of any financial accomodation or guarantee of ATMP as described above.		
	Answer #1		
	Date: 2021-12-23 15:01	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
	Answer: there has been no breach		
3095	Question Date: 2021-12-23 14:53	User: Pemba	Claire Ho
	Submission Date: 2021-12-23 14:53		
	Priority: Medium	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
	Age: 49d 23h 28m	Date: 2021-12-23 14:55	
	Subject: Employment - management		
	Question: Please provide: (a) details of the organisational and management structure of ATMP (if available, please provide an organisational structure diagram); (b) a schedule containing a breakdown of employees including all of the following details of the number, type (full time, part time, casual), location, employing entity, business unit, position, gross annual income, accrued leave entitlements (both annual and long service leave) and details of any industry award or enterprise bargaining agreement applicable to such employee; (c) copies of any standard form contracts of employment (including letters of offer) used for ATMP employees and / or contractors, employment agreements for key members of the executive/management team and any STI and LTI programs implemented by ATMP, or otherwise confirm, no employees / contractors are engaged by ATMP.		
	Answer #1		
	Date: 2021-12-23 14:55	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
	Answer: No Such agreements, the structure is all revealed in the Asic search. The company's sole activity since inception is as a shareholder of Acis Holdings Pty Ltd		
6747	Question Date: 2021-12-23 14:54	User: Pemba	Claire Ho
	Submission Date: 2021-12-23 14:54		
	Priority: Medium	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
	Age: 49d 23h 24m	Date: 2021-12-23 14:59	
	Subject: Legal proceedings		
	Question: Please provide details regarding threatened, pending and current litigation, arbitration or mediation to which ATMP is or has been party during the past three years.		
	Answer #1		
	Date: 2021-12-23 14:59	User: Internal	Gavin Barnes
	Disclosed: Yes	Attachments:	
	Answer: there are proceedings threatened or pending wrt the company		
8374	Question Date: 2021-12-23 14:54	User: Pemba	Claire Ho
	Submission Date: 2021-12-23 14:54		
	Priority: High	Disclosure: Question Author's User Group	
	Answered: Yes	Has Undisclosed Answers: No	
	Status: Disclosed	Internal	Gavin Barnes
	Age: 49d 23h 25m	Date: 2021-12-23 14:58	
	Subject: Proceedings against a director or executive		
	Question: Please confirm that no director or executive of ATMP has been in the subject of any criminal or civil proceedings, ASIC or other regulatory investigations or enquiries or has been declared bankrupt or committed an act of bankruptcy.		

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	<p>Answer #1</p> <p>Date: 2021-12-23 14:58 Disclosed: Yes Answer: Confirmed.</p>	<p>User: Internal Gavin Barnes Attachments:</p>
6183	<p>Question Date: 2021-12-23 14:54 Submission Date: 2021-12-23 14:54 Priority: High Answered: Yes Status: Disclosed</p>	<p>User: Pamba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 49d 23h 26m Date: 2021-12-23 14:57</p> <p>Subject: Proceedings against a director or executive Question: Please provide details of: (i) any insolvency proceedings (eg appointment of a receiver, liquidator, administrator or similar officer or an application for winding up or dissolution) in relation to any ATMP shareholder in any jurisdiction; (ii) any circumstances which may give rise to risk of any ATMP shareholder becoming insolvent or subject to any insolvency proceedings; and (iii) any circumstances which have arisen or are likely to arise which entitle or will entitle any person to enforce any encumbrance over any assets of any ATMP shareholder.</p>
	<p>Answer #1</p> <p>Date: 2021-12-23 14:57 Disclosed: Yes Answer: There are no insolvency proceedings, no circumstances giving rise to such proceedings and no circumstances in which a 3rd party could enforce an encumbrance over ATMP></p>	<p>User: Internal Gavin Barnes Attachments:</p>
5074	<p>Question Date: 2021-12-23 16:40 Submission Date: 2021-12-23 16:40 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pamba Claire Ho Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 49d 04h 25m Date: 2021-12-24 09:58</p> <p>Subject: ATMP - proceedings Question: In response to RFI 6757 we have been advised that "there are proceedings threatened or pending wrt the company". Please confirm this was meant to be "there are NO proceedings threatened or pending wrt to the company".</p>
	<p>Answer #1</p> <p>Date: 2021-12-24 09:58 Disclosed: Yes Answer: there are none.</p>	<p>User: Internal Gavin Barnes Attachments:</p>
3141	<p>Question Date: 2021-12-24 14:45 Submission Date: 2021-12-24 14:45 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pamba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 01h 51m Date: 2022-01-13 12:32</p> <p>Subject: Income Tax Question: We understand FY21 development costs in respect of Reviewa have been added to a software development pool. Please confirm whether all other capitalised expenditure in respect of in-house software is also being added to software development pools as a result.</p>
	<p>Answer #1</p> <p>Date: 2022-01-13 12:15 Disclosed: Yes Answer: Yes, going forward future software development costs will be allocated to the software development pool</p>	<p>User: Internal Matt Hargreaves Attachments:</p>
5356	<p>Question Date: 2021-12-24 14:45 Submission Date: 2021-12-24 14:45 Priority: High Answered: Yes Status: Disclosed</p>	<p>User: Pamba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Sam Sheppard Age: 24d 23h 43m Date: 2022-01-17 14:40</p> <p>Subject: Income Tax Question: In regard to the annual payments made to Peter Johnson, the KPMG 'ACIS Normalised EBITDA for FY20' document (Data Room ref #0402) states \$30k is allocated to rent and \$90k is allocated to consultancy fees. Further, the same document states these payments "reflect an in substance non-compete payment". Please confirm this is correct. Has consideration as to the income tax deductibility of this payment been considered (i.e. possible capital expense)?</p> <p>Separately, if the payments are truly in respect of consultancy and rental fees, has consideration been given to possible FBT applying on the rental portion? Have any FBT declarations in respect of 'employment vs private use' been provided during the Review Period?</p>
	<p>Answer #1</p> <p>Date: 2022-01-14 07:09 Disclosed: Yes Answer: The rental amount is for a full commercial office space in Catlereaugh St Haymarket, with photocopiers boardrooms and a normal business set up. There is no personal useage on the rental .</p>	<p>User: Internal Martin Kerrigan Attachments:</p>
3968	<p>Question Date: 2021-12-24 14:46 Submission Date: 2021-12-24 14:46 Priority: Low Answered: Yes Status: Disclosed</p>	<p>User: Pamba Sarwar Haji Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes Age: 29d 03h 32m Date: 2022-01-13 10:51</p> <p>Subject: Income Tax Question: Please provide dividend statements for distributions made by ACIS group entities during the Review Period</p>
	<p>Answer #1</p> <p>Date: 2022-01-13 10:51 Disclosed: Yes Answer: Only dividends for distribution made are by Holdings P/L.</p>	<p>User: Internal Gavin Barnes Attachments:</p>

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6157.1	Question Date: 2022-01-10 12:28 Submission Date: 2022-01-10 12:28 Priority: High Answered: Yes Status: Disclosed	User: Pembra Andrew Cawthron Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Age: 10d 01h 42m Date: 2022-02-01 12:41 Gavin Barnes
	Subject: Monthly consolidated normalised P&L Question: Thank you for providing the monthly consolidated normalised financial information to November 2021. Given the passage of time, could you please update this to now include the monthly consolidated normalised financial information (P&L and balance sheet) for December 2021? Please also advise the amounts capitalised from the P&L to the balance sheet in December 2021, split between IT costs and wages for each project?		
	Related Questions: #6157 Monthly consolidated normalised P&L		
	Answer #1 Date: 2022-01-31 14:17 Disclosed: Yes Answer: Uploaded 27/1 (document number 08.12)		
		User: Internal Matt Hargreaves Attachments:	
4745	Question Date: 2022-01-10 13:29 Submission Date: 2022-01-10 13:29 Priority: High Answered: Yes Status: Disclosed	User: Pembra Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Age: 29d 01h 34m Date: 2022-01-13 12:49 Gavin Barnes
	Subject: PPSR searches and trustee capacity Question: Our PPSR Searches revealed the following registrations against each ATMP Shareholder (in its trustee capacity): Astral Weeks Pty Ltd - 2 AIPAAP with exceptions and 1 Financial Property (Investment Instrument) in favour of WBC; Raceteak Pty Ltd - 1 AIPAAP no exceptions in favour of MMIA Pty Limited and 1 Financial Property (Investment Instrument) in favour of Macquarie Bank Limited; FFTB Pty Ltd - 4 AIPAAP no exceptions in favour of NAB, 2 Financial Property (Investment Instrument) in favour of WBC and Management Assistance Pty Ltd and 1 AIPAAP with exceptions in favour of WBC. Please confirm: (i) what the AIPAAP registrations (whether they are no exceptions or with exceptions) relate to and whether these registrations will be released prior to Completion; (ii) if any of these registrations relate to security for borrowed moneys and if there are any termination or other rights in the underlying documents that would be triggered by the Proposed Transaction; and (iii) what the investment instrument registrations against Raceteak, Astral Weeks and FFTB Pty Ltd relate to and the proposed treatment of these registrations in connection with the Proposed Transaction. Please also identify who / which entity each of the ATMP Shareholders (Astral Weeks Pty Ltd, Veedon Fleece Pty Ltd, Raceteak Pty Ltd and FFTB Pty Ltd) are acting in trustee capacity for so that we can run PPSR searches and also provide the trust ABNs (if any).		
	Answer #1 Date: 2022-01-13 12:49 Disclosed: Yes Answer: Insofar as the PPSR search results –		
		User: Internal Gavin Barnes Attachments:	
	1. Astral weeks - there is no indebtedness to Westpac bank in respect of astral weeks and that security will be released 2. race teak P/L - the registrations don't relate to any security or interest pertaining to race teak as trustee of the Ingram superannuation fund. Race teak is also the trustee of a separate Ingram family trust 3. FFTB Pty Ltd - once again in the case of Martin Kerrigan this company is the trustee of both the Kerrigan number one family trust and also his superannuation fund. The registrations are therefore in respect of the company acting as trustee of the Kerrigan number one family trust, they are unrelated to the proposed transaction and will be released as required to enable completion to occur. Details of the ABN for the shareholders and all things must pass- 1. Kerrigan superannuation fund – 89930881568 2. the Kerrigan number one family trust – 61596674665 3. astral weeks trust – 68051272615 4. Veedon fleece superannuation fund- 31070470434 5. Ingram superannuation fund – 86676497210		
5104	Question Date: 2022-01-10 13:30 Submission Date: 2022-01-10 13:30 Priority: Medium Answered: Yes Status: Disclosed	User: Pembra Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal	Age: 30d 23h 55m Date: 2022-01-11 14:28 Gavin Barnes
	Subject: Proceedings against a director or executive Question: In response to our RFI 6183, we were advised that there are no insolvency proceedings, no circumstances giving rise to such proceedings and no circumstances in which a 3rd party could enforce an encumbrance over ATMP. Please confirm that such is also the case for each ATMP shareholder.		
	Answer #1 Date: 2022-01-11 14:28 Disclosed: Yes Answer: that's correct.		
		User: Internal Gavin Barnes Attachments:	
2034	Question Date: 2022-01-10 13:44 Submission Date: 2022-01-10 13:44	User: Pembra Una Kim	

Project Fairway - Q&A Report

	<p>Priority: Low Answered: Yes Status: Disclosed</p>	<p>Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes</p>
	<p>Age: 30d 23h 56m Date: 2022-01-11 14:27</p>	
	<p>Subject: Employees of ATMP Question: We understand there are no employment agreements under which ATMP is a party and that since inception, the only function of ATMP is acting in its capacity as shareholder for Acis Holdings. For completeness, please confirm that no individual is considered an employee / contractor of ATMP.</p>	
	<p>Answer #1 Date: 2022-01-11 14:27 Disclosed: Yes Answer: Neither Martin nor Gavin is an employee or contractor of ATMP, both are directors of that entity.</p>	<p>User: Internal Gavin Barnes Attachments:</p>
3481	<p>Question Date: 2022-01-10 14:05 Submission Date: 2022-01-10 14:05 Priority: High Answered: Yes Status: Disclosed</p>	<p>User: Pembra Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes</p>
	<p>Age: 30d 23h 57m Date: 2022-01-11 14:26</p>	
	<p>Subject: ATMP third party business interests Question: In response to our RFI 3052, Management has confirmed that "there are no written agreements relating to any directorships, consultancy agreements or employment agreements of any ATMP director / officer with any third party business entity or industry association and to refer to directorships as per ASIC Statement." Please confirm whether there are (and provide further detail on) any arrangements of any kind (informal, written or unwritten) relating to the above (noting we understand that Martin and Gavin has business interests (including directorships) with other third party entities).</p>	
	<p>Answer #1 Date: 2022-01-11 14:26 Disclosed: Yes Answer: Aside from the declared and disclosed interests as directors that both Martin and Gavin have (of relevance Martin is a director of Snelleman Tom, Gavin is a director of Redchip and Yodal) there are no other agreements relating to consultancy, employment or directorship.</p>	<p>User: Internal Gavin Barnes Attachments:</p>
9358	<p>Question Date: 2022-01-10 14:36 Submission Date: 2022-01-10 14:36 Priority: Low Answered: Yes Status: Disclosed</p>	<p>User: Pembra Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes</p>
	<p>Age: 31d 00h 02m Date: 2022-01-11 14:21</p>	
	<p>Subject: Disposals and Restructurings Question: Please confirm there have been no disposals or restructurings by ATMP which occurred within the past three years. This part of RFI 8367 was not answered.</p>	
	<p>Answer #1 Date: 2022-01-11 14:21 Disclosed: Yes Answer: Aside from Ingram's superannuation trust becoming a shareholder in ATMP as has been previously disclosed there has been disposals by ATMP or restructuring.</p>	<p>User: Internal Gavin Barnes Attachments:</p>
5612	<p>Question Date: 2022-01-10 16:39 Submission Date: 2022-01-10 16:39 Priority: High Answered: Yes Status: Disclosed</p>	<p>User: Pembra Una Kim Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes</p>
	<p>Age: 31d 00h 04m Date: 2022-01-11 14:19</p>	
	<p>Subject: Newstead Lease - Change of Control Question: We note that a change of control restriction will likely apply to Acis Co pursuant to the Newstead Lease which will require the consent of both the Sub-Landlord (Redchip) and the Head Landlord (Growthpoint Properties Australia Limited as custodian of the Newstead Property Trust). We understand from a previous RFI response that there will be no issues obtaining consent to the change of control from Redchip. Please confirm if in Management's view, there will be any issues with respect to obtaining consent from the Head Landlord, Growthpoint Properties Australia Limited as custodian of the Newstead Property Trust .</p>	
	<p>Answer #1 Date: 2022-01-11 14:19 Disclosed: Yes Answer: Management anticipates no issues with the approval of the Sub-Landlord or landlord.</p>	<p>User: Internal Gavin Barnes Attachments:</p>
9967.1	<p>Question Date: 2022-01-11 17:04 Submission Date: 2022-01-11 17:04 Priority: Medium Answered: Yes Status: Disclosed</p>	<p>User: Pembra Paul Capito Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes</p>
	<p>Age: 29d 03h 35m Date: 2022-01-13 10:48</p>	
	<p>Subject: Income Tax Question: Further to the response provided to qs ID #9967, please advise the dataroom folder/document # to the CGW memorandum.</p>	
	<p>Related Questions: #9967 Income Tax</p>	
	<p>Answer #1 Date: 2022-01-13 10:48 Disclosed: Yes Answer: Refer to document 0623</p>	<p>User: Internal Gavin Barnes Attachments: Discussion paper to Martin Kerrigan regarding Variation of Licence Agreement v.1.pdf</p>
5597	<p>Question Date: 2022-01-11 17:25 Submission Date: 2022-01-11 17:25 Priority: Medium Answered: Yes</p>	<p>User: Pembra Paul Capito Disclosure: Question Author's User Group Has Undisclosed Answers: No</p>

Project Fairway - Q&A Report

	Status: Disclosed	Age: 8d 20h 43m	User: Internal	Date: 2022-02-02 17:40
	Subject: Income Tax - Dividends			
	Question: Please provide the dividend statements for dividends paid by group entities in FY21 and FY22. We understand Australian Company Incorporation Services Pty Ltd and ACIS Holdings Pty Ltd have paid dividends in these periods.			
	Answer #1			
	Date: 2022-02-02 17:40		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: Paul I we believe this has been supplied perhaps not directly in response to this question. Reload the question for a response if this isn't the case and still need a reply.			
6249	Question Date: 2022-01-13 11:35		User: Pemba	Una Kim
	Submission Date: 2022-01-13 11:35			
	Priority: Low		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed	Age: 29d 01h 34m	User: Internal	Gavin Barnes
	Date: 2022-01-13 12:49			
	Subject: ATMP Shareholders Trust ABNs			
	Question: In response to our RFI 1280, we were advised that "This question has been answered by the response to other questions asked in relation to the entity." We have not received the trust ABNs of ATMP shareholders that hold shares in ATMP on trust. Please confirm none exist.			
	Answer #1			
	Date: 2022-01-13 12:49		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: Details of the ABN for the shareholders and all things must pass-			
	1. Kerrigan superannuation fund – 89930881568			
	2. the Kerrigan number one family trust – 61596674665			
	3. astral weeks trust – 68051272615			
	4. Veedon fleece superannuation fund- 31070470434			
	5. Ingram superannuation fund – 86676497210			
8049	Question Date: 2022-01-13 16:41		User: Pemba	Una Kim
	Submission Date: 2022-01-13 16:41			
	Priority: Low		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed	Age: 23d 02h 27m	User: Internal	Gavin Barnes
	Date: 2022-01-19 11:56			
	Subject: Members register			
	Question: In response to our RFI 3488, Management advised 'Refer to the Company register and members share register uploaded to the data room.'			
	We have not sighted a copy in the Data Room. Please upload this or provide us with the Document Reference Nummer.			
	Answer #1			
	Date: 2022-01-19 11:56		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: Refer to the folder -ATMP folder added 0108			
8408	Question Date: 2022-01-13 21:49		User: Pemba	Una Kim
	Submission Date: 2022-01-13 21:49			
	Priority: Low		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed	Age: 23d 02h 28m	User: Internal	Gavin Barnes
	Date: 2022-01-19 11:55			
	Subject: Dividend Statement			
	Question: Please provide an executed copy of the ATMP 2018 Dividend Statement.			
	Answer #1			
	Date: 2022-01-19 11:55		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: Refer to the new folder added All Things Must Pass 0108			
8577	Question Date: 2022-01-13 22:06		User: Pemba	Una Kim
	Submission Date: 2022-01-13 22:06			
	Priority: Medium		Disclosure: Question Author's User Group	
	Answered: Yes		Has Undisclosed Answers: No	
	Status: Disclosed	Age: 23d 02h 24m	User: Internal	Gavin Barnes
	Date: 2022-01-19 11:59			
	Subject: PPSR			
	Question: Our PPSR Searches revealed the following registrations against The Kerrigan Number 1 Family Trust ABN 61 596 674 665: 1 AllPAAP no exceptions in favour of NAB, 1 Financial Property - Investment Instrument and 1 AllPAAP with exceptions in favour of Westpac.			
	Please confirm:			
	(i) what the AllPAAP registrations (whether they are no exceptions or with exceptions) relate to and whether these registrations will be released prior to Completion;			
	(ii) if any of these registrations relate to security for borrowed moneys and if there are any termination or other rights in the underlying documents that would be triggered by the Proposed Transaction; and			
	(iii) what the investment instrument registration relates to and the proposed treatment of this registration in connection with the Proposed Transaction.			
	Answer #1			
	Date: 2022-01-19 11:59		User: Internal	Gavin Barnes
	Disclosed: Yes		Attachments:	
	Answer: Refer to the answer to question #4745			
6374	Question Date: 2022-01-19 16:34		User: Pemba	Valerie Manalo
	Submission Date: 2022-01-19 16:34			

Project Fairway - Q&A Report

	Priority: Medium Answered: Yes Status: Disclosed	Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 8d 20h 20m Date: 2022-02-02 18:03	
	Subject: PPSR Searches - follow up RFI 8577 Question: This is a follow up question to RFI 8577. The response refers to the answer to question #4745. However, the response in 4745 does not address the question as outlined below: "Our PPSR Searches revealed the following registrations against The Kerrigan Number 1 Family Trust ABN 61 596 674 665: 1 AllPAAP no exceptions in favour of NAB, 1 Financial Property - Investment Instrument and 1 AllPAAP with exceptions in favour of Westpac. Please confirm: (i) what the AllPAAP registrations (whether they are no exceptions or with exceptions) relate to and whether these registrations will be released prior to Completion; (ii) if any of these registrations relate to security for borrowed moneys and if there are any termination or other rights in the underlying documents that would be triggered by the Proposed Transaction; and (iii) what the investment instrument registration relates to and the proposed treatment of this registration in connection with the Proposed Transaction."	
	Answer #1 Date: 2022-02-02 18:03 Disclosed: Yes Answer: NAB - The Trust has guaranteed a loan to the NAB for Martin's wife over the principal place of residence. Their will be a release provided from the NAB in respect of the shares FFTB holds in ATMP at completion so the shares will be unencumbered. Westpac - this security relates to an initial loan facility for ATMP and FFTB when it acquired it's shareholding in Acis Holdings, likewise it will be released for completion of the share sale by FFTB in ATMP>	
3968.1	Question Date: 2022-01-20 22:00 Submission Date: 2022-01-20 22:00 Priority: High Answered: Yes Status: Disclosed	User: Pembra Paul Capito Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 14d 23h 22m Date: 2022-01-27 15:01	
	Subject: Income Tax - IP transfer Question: Please provide details of the capital gains tax outcomes of the transfer of IP from ATMP to ACIS in the YTD/FY22. Have capital gains tax calculations been undertaken? If so, please provide copies of calcs and any associated advice or memorandum (or advise why not undertaken). Has any CGT gain (if applicable) been considered in the context of transaction net debt adjustments i.e., provision for capital gain in ATMP.	
	Related Questions: #3968 Income Tax	
	Answer #1 Date: 2022-01-27 12:49 Disclosed: Yes Answer: The sale of the IP results in a capital loss.	
1792.1	Question Date: 2022-01-20 22:13 Submission Date: 2022-01-20 22:13 Priority: High Answered: Yes Status: Disclosed	User: Pembra Paul Capito Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 14d 23h 19m Date: 2022-01-27 15:04	
	Subject: Acis Legal employees Question: Further to your response to #1792, (detailing the lawyers employed by ACIS Legal), please advise in what capacity these 4x lawyers are employed e.g., contractors of an external firm (and if so, engaged via the external firm / corporate, or directly?); employed by ACIS Legal; employed by ACIS, etc. Please confirm the employment taxes (payroll, super) position on payments to these lawyers. Noting, the financial statements of ACIS Legal provide for expenses labelled 'consultancy fees' rather than wages, and we have not come across payroll tax lodgements for ACIS Legal in the dataroom.	
	Related Questions: #1792 Acis Legal employees	
	Answer #1 Date: 2022-01-27 15:04 Disclosed: Yes Answer: They are all employees not contractors salaries are paid by Acis PTY Ltd details of their salaries and other entitlements are as disclosed as part of the general disclosure of employee salaries and packages.	
6157.2	Question Date: 2022-01-28 10:37 Submission Date: 2022-01-28 10:37 Priority: High Answered: Yes Status: Disclosed	User: Pembra Andrew Cawthron Disclosure: Question Author's User Group Has Undisclosed Answers: No Internal Gavin Barnes
	Age: 8d 20h 44m Date: 2022-02-02 17:39	
	Subject: Monthly consolidated normalised P&L Question: Thank you for providing the updated monthly normalised financial results to December 2021. Could you please provide your thoughts on the following: 1) We have identified some small variances in the YTD Nov-21 normalised EBITDA in the latest document provided (\$2,097,595) compared to the version previously received (\$2,143,560). Please can you provide an explanation for these variances?	

Project Fairway - Q&A Report

2) Reported sales for the YTD Dec-21 period is \$11.4m (and \$22.6m for calendar year 2021), which compares to the FY22 forecast sales of \$25.5m. Are you still comfortable with the FY22F sales in light of current year trading trends?
 3) Reported gross profit margin % for the YTD Dec-21 period was 38.6%, which is marginally below the FY22 forecast gross profit margin % of 39.6%. Are you still comfortable with the FY22F gross profit margin % in light of current year trading trends?

4) The updated VDR document includes a balance sheet tab labelled 'DO NOT USE'. We appreciate this tab name has been used before but please can you clarify whether we can use the information on this tab or if it needs updating to present an accurate view of the normalised monthly balance sheets for the YTD Dec-21 period?

Related Documents:

08 Financial > 0807 ACIS - Normalised P&L 2018 to 2021 & FY22 Forecast.xlsx
 08 Financial > 080709 FY22_Normalisations_KPMG.xlsx
 08 Financial > 0812 FY22_Monthly Normalisations_KPMG (to Dec 2021).xlsx

Related Questions:

#6157.1 Monthly consolidated normalised P&L

Answer #1

Date: 2022-02-02 17:39
Disclosed: Yes
Answer: I understand that Matt Hargreaves from KPMG has spoken to you directly about the answers to 1 and 4 above and those are resolved. Please confirm.
User: Internal Gavin Barnes
Attachments: DEC1-2 v JUN1-2 xero.xlsx

As regards questions 2 and 3 refer to the attached Xero.XL - Please NOTE the following comments from our financial controller Mark Bromback -

1.The estimate for the 2022 second half is based on the historic split. I have not included the 2020 multiple due to the covid effect.
 2. The Seller is comfortable with the projections presented. The biggest factor in the GP% is the ASIC Fee. If the % of companies if better than predicted the GP% will drop if the % of non-company sales increases as expected then the GP% will improve in the second half

6390

Question Date: 2022-02-03 13:23
Submission Date: 2022-02-03 13:23

User: Pembra Claire Ho

Priority: High

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

User: Internal Gavin Barnes

Age: 4d 01h 21m

Date: 2022-02-07 13:02

Subject: Security registration against The Kerrigan Number 1 Family Trust
Question: Please confirm what the 1 Financial Property - Investment Instrument security registration against The Kerrigan Number 1 Family Trust ABN 61 596 674 665 in favour of Westpac relates to and what the proposed treatment of this registration will be in connection with the Proposed Transaction. Please also confirm if the registration relates to security for borrowed moneys and if there are any termination or other rights in the underlying documents that would be triggered by the Proposed Transaction.

Answer #1

Date: 2022-02-07 13:02
Disclosed: Yes
Answer: Refer to the answer #6374.
User: Internal Gavin Barnes
Attachments:

5597.1

Question Date: 2022-02-06 17:55
Submission Date: 2022-02-06 17:55

User: Pembra Paul Capito

Priority: High

Disclosure: Question Author's User Group

Answered: Yes

Has Undisclosed Answers: No

Status: Disclosed

User: Internal Gavin Barnes

Age: 4d 03h 05m

Date: 2022-02-07 11:18

Subject: Income Tax - Dividends
Question: We see that dividend statements have been provided for FY18-22. Please provide the dividend statements for all dividends declared and / or paid by any other group entities in FY22.

Related Questions:

#5597 Income Tax - Dividends

Answer #1

Date: 2022-02-07 11:18
Disclosed: Yes
Answer: There are none.
User: Internal Gavin Barnes
Attachments:

Corrs Chambers Westgarth

Execution

Executed as a deed.

By signing below, each person, director, secretary or attorney (as applicable) consents to electronic execution of this deed (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director, secretary or attorney (as applicable) to produce a copy of this deed bearing their signature for the purpose of signing the copy to complete its execution under section 127 of the Corporations Act 2001 (Cth) or as otherwise required by law. The copy of the signature appearing on the copy so executed is to be treated as their original signature.

Executed by Fairway BidCo Pty Ltd)
in accordance with section 127(1) of)
the Corporations Act:)

DocuSigned by:

3325A771F0C948E
Signature of Director

Thomas Matthews
Name of Director

DocuSigned by:

45800112C93F462
Signature of Director/Secretary

Mark Bryan
Name of Director/Secretary

Executed by Fairway HoldCo Pty Ltd)
in accordance with section 127(1) of)
the Corporations Act:)

DocuSigned by:

3325A771F0C948E
Signature of Director

Thomas Matthews
Name of Director

DocuSigned by:

45800112C93F462
Signature of Director/Secretary

Mark Bryan
Name of Director/Secretary

Corrs Chambers Westgarth

**Executed by Echelon
Superannuation Pty Ltd ACN 600
829 981 as trustee for the Echelon
Superannuation Fund in accordance
with section 127(1) of the Corporations
Act:**

DocuSigned by:


61334319CF444B5...
Signature of Director

Kristen Sanders

Name of Director

DocuSigned by:
Matthew Neibling

61334319CF444B5...
Signature of Director/Secretary

Matthew Neibling

Name of Director/Secretary

**Executed by Echelon Pty Ltd ACN
097 166 197 as trustee for The
Echelon Trust in accordance with
section 127(1) of the Corporations Act:**

DocuSigned by:
Matthew Neibling

61334319CF444B5...

Matthew Neibling

Sole Director and Sole Company
Secretary

Name of Sole Director and Sole
Company Secretary (print)

**Executed by Astral Weeks Pty Ltd
ACN 051 272 612 as trustee of the
Astral Weeks Trust in accordance
with section 127(1) of the Corporations
Act:**

DocuSigned by:


B2C72E58EB924C5...

Michelle Barnes

Sole Director and Sole Company
Secretary

Name of Sole Director and Sole
Company Secretary (print)

Corrs Chambers Westgarth

**Executed by Veedon Fleece Pty Ltd)
ACN 600 029 614 as trustee of the)
Veedon Fleece Superannuation)
Fund in accordance with section
127(1) of the Corporations Act:**

DocuSigned by:


7E532F32A1B46A...
Signature of Director

Gavin Barnes

Name of Director

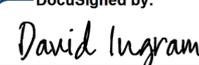
DocuSigned by:


B2C72E58E8924C5...
Signature of Director/Secretary

Michelle Barnes

Name of Director/Secretary

**Executed by Raceteak Pty Ltd ACN)
010 770 920 as trustee of the Ingram)
Superannuation Fund in accordance)
with section 127(1) of the Corporations
Act:**

DocuSigned by:


7DCBB4DF5017455...
Signature of Director

David Ingram

Sole Director and Sole Company
Secretary

Name of Sole Director and Sole
Company Secretary (print)

**Executed by FFTB Pty Ltd ACN 057)
658 401 as trustee for Kerrigan)
Superannuation Fund in accordance)
with section 127(1) of the Corporations
Act:**

DocuSigned by:


E51F4D059EDA4F3...
Signature of Director

Martin Kerrigan

Name of Director

DocuSigned by:


D1946CB02F3F413...
Signature of Director/Secretary

Georgina Kerrigan

Name of Director/Secretary

Corrs Chambers Westgarth

**Executed by FFTB Pty Ltd ACN 057)
658 401 as trustee for Kerrigan #1)
Family Trust in accordance with)
section 127(1) of the Corporations Act:**

Martin Kerrigan

Signature of Director

Martin Kerrigan

Name of Director

DocuSigned by:
Georgina Kerrigan

Signature of Director/Secretary

Georgina Kerrigan

Name of Director/Secretary

Corrs Chambers Westgarth

Executed by All Things Must Pass Pty Ltd ACN 165 606 333 in accordance with section 127(1) of the Corporations Act:

DocuSigned by:
Martin Kerrigan
E51F4D089EDA4F2...
Signature of Director

Martin Kerrigan
Name of Director

DocuSigned by:
Gavin Barnes
17E582F32A1B46A...
Signature of Director/Secretary

Gavin Barnes
Name of Director/Secretary

Signed by Matthew James Neibling in the presence of:

DocuSigned by:
Tarrant Sewell
B94C563E732A47E...
Witness

Tarrant Sewell
Name of Witness (print)

DocuSigned by:
Matthew Neibling
81334319CF444B5...
Matthew James Neibling

Signed by Martin Joseph Kerrigan in the presence of:

DocuSigned by:
Tarrant Sewell
B94C563E732A47E...
Witness

Tarrant Sewell
Name of Witness (print)

DocuSigned by:
Martin Kerrigan
E31F4D089EDA4F2...
Martin Joseph Kerrigan

Signed by Gavin James Barnes in the presence of:

DocuSigned by:
Tarrant Sewell
B94C563E732A47E...
Witness

Tarrant Sewell
Name of Witness (print)

DocuSigned by:
Gavin Barnes
17E582F32A1B46A...
Gavin James Barnes

Corrs Chambers Westgarth

Signed by **David Ingram** in the presence)
of:)

DocuSigned by:
Tarrant Sewell
B84C563E732A47E...

Witness

Tarrant Sewell

Name of Witness (print)

DocuSigned by:
David Ingram
7DCBB4DF5017455...
David Ingram