



# **IPro Agreement**

**Entity Solutions Services Pty Ltd  
(ESS)**

**Gionvanni Raciti  
(Independent Professional)**

## **Terms**

### **Introduction**

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- A. ESS is a professional services company that provides a range of support services including billing, management and related services to companies such as the Client and individuals such as the Independent Professional (IPro).
- B. The IPro is a skilled, independent professional who conducts a business providing professional services to companies such as the Client.
- C. The IPro acknowledges that they procured and negotiated the terms of the client assignment on their own, without the assistance of ESS.
- D. The IPro is using the services of ESS as an alternative to establishing their own corporate structure and to ensure their statutory and professional compliance.
- E. The IPro wishes to become engaged by ESS as an independent contractor in exchange, amongst other things, for ESS providing it with the ESS Services.
- F. The Client is a Client of ESS who wishes this particular IPro to provide it, or their client, with the Services. The IPro agrees to provide those Services to the Client, as ESS' independent contractor.

### **It is agreed**

#### **1. Appointment**

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##### **1.1. Term**

- (a) The IPro's appointment will commence on the Commencement Date and will conclude on the Expiry Date, as specified in Part 2 of the Schedule.
- (b) If ESS continues to engage the IPro after the Expiry Date:
  - (i) The continuing engagement will be on terms as varied by written agreement to be recorded in a separate schedule or any other form of writing, as required by ESS; or
  - (ii) If there is no written agreement, the continuing engagement will be on the terms and conditions set out in this Agreement, except the Agreement will continue for an unspecified duration, subject to termination with clause 8.

## 1.2. Nature of Appointment

- (a) The IPro is appointed by ESS as an independent contractor. This Agreement does not create a relationship between the IPro and either the Client or ESS of employer and employee, principal and agent, partners or joint venturers.
- (b) The IPro will not receive or be entitled to receive from ESS any employment benefits which employees generally have, for example notice of termination, redundancy, personal, holiday, maternity (paid or unpaid), parental (paid or unpaid), or long service leave or any other minimum employment entitlements as prescribed in the *Fair Work Act 2009* and all amendments, consolidations and replacements thereof.
- (c) The IPro shall be entitled to receive payment packaging entitlements in accordance with ESS' policies (as amended from time to time) and the ESS Services as specified in Part 10 of the Schedule.
- (d) The IPro shall not be considered an employee of ESS.
- (e) For the purposes of taxation compliance and the provision of services as outlined in clause 4, ESS accepts responsibility for the remittance of payments on behalf of the IPro. This in no way entitles the IPro to receive employment benefits as outlined in clause 1.2(b) and the IPro acknowledges that these benefits, if applicable have been compensated for and offset by the all inclusive IPro Fee which was directly negotiated between them (the IPro) and the Client.

## 2. Performance of Services

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### 2.1. Nature of Performance

- (a) The IPro will perform the Services as set out in Part 1 of the Schedule and any other conditions stipulated by the Client in Part 11 of the Schedule, when requested by ESS and the Client, in accordance with all applicable laws, to the best of his/her skill and knowledge and at all times acting in good faith.
- (b) The IPro shall:
  - (i) make good any unsatisfactory Services it performs, including the rectification of defects in the performance of the Services at no further cost to the Client or ESS; and

- (ii) immediately notify ESS of any activity it is involved in which may create a conflict of interest with the duties the IPro owes ESS and/or the Client.
- (c) The IPro shall maintain all authorisations, permits and licences required to perform the Services, and must produce evidence of such to ESS, upon request.
- (d) The IPro may delegate the performance of the Services to another person (Delegated Person) with the prior consent of the Client and/or ESS and upon the Delegated Person executing this Agreement.
- (e) The parties acknowledge this agreement may be extended to involve the future provision of Services to other Clients of ESS at the conclusion of any initial engagement. Such further engagement shall be in accordance with clause 1.1.

## 2.2. **Facilities**

- (a) The IPro will provide the necessary equipment (including specialised computer equipment) and consumable at no further cost to the Client or ESS, unless it is more advantageous or best suited to use the Client's equipment to provide the Services.
- (b) The IPro may be provided with access to facilities of the Client and staff resources as the parties mutually agree as being reasonable and necessary for the IPro to perform the Services.

## 2.3. **Location**

The IPro will provide the Services at the location specified in Part 5 of the Schedule or at any other location agreed from time to time.

## 2.4. **Liability and Indemnity**

The IPro will be liable and agrees to indemnify ESS for all loss, cost, expense, claim or consequence incurred by ESS arising in the course of or as a direct or indirect result of performing the Services where the IPro has committed a malicious, dishonest or fraudulent act or omission or a wilful violation of law.

## 2.5. **Delivery of Services**

- (a) The IPro must perform the Services as required by the Client.
- (b) In order to perform the Services in accordance with clause 2.5(a), the IPro must perform the Services during the Service Hours set out in Part 3 of the Schedule or at any other time or times agreed.

## 3. **Payment**

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### 3.1. **Evidence**

The IPro must provide ESS with documentation evidencing the time spent, milestone or deliverable completed as detailed in Part 8 of the Schedule and in the form approved by ESS.

### 3.2. **Payment**

- (a) ESS will pay the IPro Fee as specified in Part 6 of the Schedule upon receipt of cleared funds from the Client (unless otherwise specified in Part 8 of the Schedule) as payment for performance of the Services.
- (b) ESS will pay or reimburse the IPro for any Approved Expenses incurred by the IPro in providing the Services to the Client provided the IPro substantiates the expenses by providing an invoice or receipt. Any expenses the Client has agreed to pay on behalf of the IPro at the time of executing this Agreement will be also set out in Part 6 of the Schedule.
- (c) The IPro directs ESS to deduct and remit, from the IPro Fee, the statutory minimum requirement to meet the Superannuation Guarantee obligations on their behalf.
- (d) The IPro acknowledges that:
  - (i) they were involved solely and directly in the negotiation of their IPro fees with the Client and is satisfied with, and agreed to, the all inclusive IPro Fee;
  - (ii) an independent contractor relationship between the parties properly represents the nature of the relationship and the services provided by the IPro to the Client;
  - (iii) the IPro has freely entered into this arrangement;

- (iv) the all inclusive IPro Fee constitutes full and final settlement of any and all amounts owing to the IPro in exchange for providing the Services (including any amounts the IPro would otherwise receive as specified in clause 1.2(b)); and
- (v) their failure to adhere with their obligations regarding the submission of time sheets or notification of completion of milestone or deliverable, as prescribed by Part 8 of the Schedule or clause 3.1, may affect payment to the IPro of the all inclusive IPro Fee.

### 3.3. **GST**

- (a) In this Agreement, the terms Adjustment Note, GST, Input Tax Credit, Price, Recipient, Taxable Supply and Tax Invoice have the meaning ascribed to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) The IPro must notify ESS whether the IPro is registered for GST.
- (c) Unless otherwise expressly stated, all amounts stated under this Agreement are expressed to be exclusive of GST. If the IPro is registered for GST and GST is payable on a Taxable Supply, then the price payable for that Taxable Supply will be the amount expressed in this Agreement plus an amount equal to the amount of GST payable on the relevant Taxable Supply (the GST Amount).
- (d) No payment of the GST Amount is required until the party that will collect the GST has provided a Tax Invoice or Adjustment Note, as the case may be, to the party that is to pay the GST.
- (e) Despite any other provision in this Agreement, if the imposition of the IPro warrants that the IPro is registered for GST purposes, the IPro indemnifies ESS in respect of any loss suffered by ESS as a result of the IPro not being so registered.

## 4. **ESS Services**

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- 4.1. Unless otherwise specified in this Agreement, ESS will pay or cause to be paid when due and payable all of the Taxes in respect of the provision of the Services by the IPro, including PAYG.

- 4.2. ESS may deduct the amount of its liability or prospective liability for the Taxes from any amount due by ESS to the IPro.
- 4.3. ESS shall provide additional ESS Services as specified in Part 10 of the Schedule which includes maintaining adequate professional indemnity, public liability and worker's compensation insurance for the IPro.
- 4.4. To enable ESS to maintain appropriate worker's compensation insurance, the IPro shall notify ESS of the details to travel overseas for the purpose of delivery of the Services at least 3 days in advance of date of travel.

## 5. **Confidentiality**

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- 5.1. The IPro shall not, except in the proper course of the Services or as permitted by the Client, disclose, utilise or reveal to any person or make use of any Confidential Information.
- 5.2. The IPro shall not discuss, disclose or reveal to any person the management fee structure, amount or percentage payable, deducted and/or packaged by ESS as they acknowledge that this is confidential information and agree that it should remain private between the IPro and ESS.
- 5.3. Upon expiration or termination of this Agreement, the IPro shall return any Confidential Information or trade secrets in the IPro's possession to the Client or, where appropriate, ESS.
- 5.4. The IPro's obligations under this clause 5 will survive the termination of this Agreement.
- 5.5. The IPro agrees to execute any additional confidentiality agreements as directed by the Client.

## 6. **Intellectual Property Rights**

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- 6.1. The IPro irrevocably assigns to the Client its entire right, title and interest in and to any intellectual property rights which the IPro brings into being, develops or improves during the course of this Agreement for the purpose of providing the Services, with effect from the time the relevant intellectual property right is created or brought into existence.
- 6.2. The IPro must at any time on ESS' request execute and deliver all documents and papers to secure the legal protection of the assignment under this clause 6.1. The IPro irrevocably appoints ESS its attorney to do anything necessary to secure the

legal perfection of the assignment under this clause 6.1. The IPro must ratify anything done by ESS as attorney in accordance with this clause 6.1.

- 6.3. The IPro warrants to the Client that the use of Intellectual Property provided by the IPro will not breach any other person's Intellectual Property rights and indemnifies the Client against all claims, losses or damages which may be suffered by the Client as a result of any such breach.

## **7. Privacy**

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- 7.1. The IPro acknowledges that, as part of this Agreement or the provision of Services, it will or may be required to provide certain "personal information", (as those terms are defined in the *Privacy Act 1988* (Cth)) to ESS or the Client (Disclosed Personal Information). Disclosed Personal Information includes information that was provided by IPro prior to the date of this Agreement.
- 7.2. The IPro acknowledges and/or agrees that it has been given access to or a copy of the privacy policies of ESS and the Client.
- 7.3. The IPro consents to:
- (a) ESS and the Client collecting, using and disclosing the Disclosed Personal Information in accordance with their respective privacy policies and Privacy Collection Statement(s);
  - (b) ESS disclosing the Disclosed Personal Information to the Client; and
  - (c) ESS and the Client collecting, using and disclosing the Disclosed Personal Information to any of their service providers or any government authority or agency, for the purposes of providing the ESS Services or discharging any reporting or statutory obligations imposed on ESS or the Client relating to the IPro.
- 7.4. The IPro acknowledges that the consents given under clause 7.3 are fundamental to this Agreement and the ability of ESS to perform its obligations and receive the benefit of the Services. If the IPro withdraws any of its consents, then ESS may terminate this Agreement by immediate notice to the IPro.
- 7.5. The IPro must comply with all relevant privacy laws, including the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and any equivalent or similar law (Privacy Law), and must not do or allow anything that would breach any Privacy Law.



- 7.6. If at any time the IPro provides Disclosed Personal Information relating to another person to ESS or the Client, then the IPro must ensure that the person has read and understood the privacy policies and Privacy Collection Statements of ESS and the Client and separately consents to that Disclosed Personal Information being collected, used and disclosed by ESS and the Client.

## **8. Termination**

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- 8.1. This Agreement will automatically terminate on the Expiry Date.
- 8.2. ESS may at any time before the Expiry Date terminate this Agreement without notice if any of the following events occur:
- (a) the IPro breaches a material provision of this Agreement;
  - (b) the Client ceases to require ESS or the IPro's services; or
  - (c) the Client otherwise refuses to allow the IPro to continue providing the Services.

### **8.3. Notice**

Either party may at any time and for whatever reason terminate this Agreement by giving the other no less than the amount of notice contained in Part 7 of the Schedule.

### **8.4. Restraint**

- (a) In order to protect the interests and goodwill of the Client, the IPro undertakes that it will not, without the written consent of the Client, either during or for a period stipulated in Part 12 of the Schedule after the termination of this Agreement, undertake work for any client (or client of theirs) for whom it undertook work pursuant to this Agreement.
- (b) The above clause 8.4(a) shall not apply in circumstances where the Client's client had previously engaged the IPro to provide services to it of a similar kind to those provided by the IPro in accordance with this Agreement or the words "Not Applicable" have been inserted in Part 12 of the Schedule.
- (c) The IPro is not prohibited from performing work during the course of this Agreement pursuant to other contracts, provided any such contract does not cause a conflict of interest with its obligations owed to the Client or

ESS, or otherwise interferes in the provision of the Services. Where acceptance of another contract may potentially result in a conflict of interest or interference in the provision of the Services, the IPro must obtain written approval from the Client or ESS.

#### **8.5. Delivery of material**

- (a) On the termination of this Agreement, or when requested by ESS, the IPro must deliver to ESS and/or the Client:
  - (i) the Confidential Information;
  - (ii) the Intellectual Property; and
  - (iii) any other property of ESS or the Client;

which is in the IPro's possession, custody or control.

### **9. Policies**

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- 9.1. The IPro acknowledges that it has been provided with a copy of the ESS' workplace policies and procedures, including its Equal Opportunity and Occupational Health and Safety Policies.
- 9.2. The IPro acknowledges that it will carefully review and adhere to the policies and procedures of ESS, along with any policies and procedures provided by the Client, at all times for the duration of this Agreement.

### **10. Occupational Health and Safety**

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- 10.1. ESS shall not be liable for any injury, damage or loss sustained by the IPro, or damage or loss sustained by the Client caused by the IPro in performing the Services, not otherwise covered by ESS' worker's compensation, professional indemnity and public liability insurance coverage.
- 10.2. The IPro shall notify ESS in the form required by ESS of being provided with health and safety training by the Client and complete a workplace safety assessment, when required by ESS.
- 10.3. The IPro shall notify ESS immediately of any workplace injury or any other risk to health and safety the IPro has risen with the Client.

### **11. Severance**

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If any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force, as if the Agreement does not contain such part.

## 12. Notices

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- 12.1. A notice or other communication required or permitted to be given by one party to another must be in writing and:
- (a) delivered personally; or
  - (b) sent by pre-paid mail to the address of the addressee specified in this Agreement; or
  - (c) sent via email to the email address of the addressee as notified in this Agreement or such other email address notified as being the email address to use for the purposes of this clause.
- 12.2. A notice or other communication is taken to have been given (unless otherwise proved):
- (a) if sent by facsimile before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
  - (b) if mailed from Australia to an address within Australia, on the second Business Day after posting; or
  - (c) if mailed from Australia to an address outside Australia or mailed from outside Australia to an address within Australia, on the fifth Business Day (at the address to which it is mailed) after posting; or
  - (d) if sent by email:
    - (i) where the email is sent during a Business Hour on a Business Day, on return of a receipt produced by the system to which the email was sent which confirms successful transmission of the email to the email address of the recipient or, where no return receipt is produced by the recipient's email system, by the end of the last Business Hour on the day the email was sent; or

- (ii) where the email is sent after the end of the last Business Hour on a Business Day or on a non-Business Day, the email will be deemed to be received at the beginning of the first Business Hour on the next Business Day.

12.3. The address for service of each party is set out in this Agreement. A party may change its address for service by giving notice of that change in writing to the other party.

### **13. Waiver, variation or Extension**

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13.1. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

13.2. The exercise of a power or right does not preclude:

- (a) its future exercise; or
- (b) the exercise of any other power or right.

13.3. The variation or waiver of a provision or extension of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

13.4. Both parties agree and consent that the requirement for a signature of a party for the purposes of varying or extending this Agreement is taken to have been met if:

- (a) ESS via email displays the proposed terms of the variations or extension of the Agreement;
- (b) ESS through Entity Online or Entity Mobile displays the proposed terms of the variation or extension of this Agreement and provides a mechanism to indicate assent to the proposed terms (including by means of an "I accept" type button);
- (c) the IPro indicates assent by using the provided mechanism (eg by clicking on the "I accept" button) for extension of this Agreement and for any variation (other than an extension) of this Agreement by electronic communication exchanged from an email bearing the domain address submitted by the IPro on Entity Online or Entity Mobile, which will constitute an electronic signature and ESS may rely on the receipt of such

document so executed and delivered by electronic means as if the original had been received;

- (d) Upon IPro providing his or her assent as per clause 13.4(c), ESS indicates assent by electronic communication exchanged from an email bearing the domain address of as entered in Part 13 of Schedule which will constitute an electronic signature and IPro may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

13.5. For the purposes of *the Electronic Transactions Act 1999* (Cth) (and equivalent statutes in the States and Territories), the parties agree that the method described in this clause 13.4 is reliable and appropriate for the purposes of identifying the signing party and to sign documents for the purposes of this Agreement.

#### **14. Governing Law**

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14.1. This Agreement is governed by the laws of the State identified in Part 9 of the Schedule and the *Independent Contractor Act 2006*.

14.2. Each of the parties to this Agreement irrevocably agrees that the courts of the State identified in Part 9 of the Schedule shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity.

#### **15. Counterparts & Execution**

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15.1. This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party.

15.2. Both parties agree and consent that the requirement for a signature of a party for the purposes of entering into this Agreement is taken to have been met if:

- (a) ESS through Entity Online or Entity Mobile (displays the proposed terms of the Agreement and provides a mechanism to indicate assent to the proposed terms (including by means of an "I accept" type button);
- (b) the IPro indicates assent by using the provided mechanism (eg by clicking on the "I accept" button) and IPro may rely on the receipt of such

document so executed and delivered by electronic means as if the original had been received; and

- (c) Upon IPro providing his or her assent as per clause 15.2(b), ESS indicates assent by electronic communication exchanged from an email bearing the domain address entered in Part 13 of the Schedule which will constitute an electronic signature

15.3. For the purposes of *the Electronic Transactions Act 1999* (Cth) (and equivalent statutes in the States and Territories), the parties agree that the method described in clause 15.2 is reliable and appropriate for the purposes of identifying the signing party and to sign documents for the purposes of this Agreement.

## **16. Interpretation**

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In this Agreement, unless otherwise indicated by the context:

- (a) *Approved Expenses* means the expenses approved by the Client incurred in the provision of service as defined in clause 3.2 and referred to in Part 6 of the Schedule;
- (b) *Agreement* means this agreement, as amended from time to time, and any Schedules thereto;
- (c) *Client* is the client of ESS to whom the IPro is to provide the Services and referred to in Part 1 of the Schedule. For the purpose of this Agreement a reference to the 'Client' extends to Client's customer who is the ultimate end-user of the Services;
- (d) *Confidential Information* means any information obtained by the IPro during the course of the IPro's engagement including (but not limited to) the commercial arrangements, equipment or affairs of ESS and the Client, client, customer or mailing lists of ESS or its clients, any and all information concerning the Client as obtained by the IPro during the course of providing the Services, any information received by a party marked 'confidential' or otherwise verbally identified as confidential and the terms of this Agreement. Confidential Information however excludes any information which is in the public domain;
- (e) *Entity Mobile* means the Entity Solutions mobile phone application which will be made available on Apple or Google Play store;

- (f) *Entity Online* means the Entity online portal service located at <https://portal.entitysolutions.com.au/portal>;
- (g) *Independent Professional* is a natural person, business or corporation which provides goods or services to another entity under terms specified in a contract or within an agreement and for the purpose of this agreement is named in Part 1 of the Schedule;
- (h) *IPro Fee* is an all inclusive rate, including the statutory minimum requirement to meet the Superannuation Guarantee and stipulated in Part 6 of the Schedule;
- (i) *Intellectual Property Rights* means ESS' or the Client's intellectual property being any and all intellectual and industrial property rights throughout the world, including but not limited to all rights comprised in any copyright (including future copyright and rights in the nature of or analogous to copyright) patent, design, trade mark, circuit layout whether at common law or conferred by statute, whether or not now existing, and whether registered or registrable and including any rights to apply for registration, and rights to protect trade secrets, know-how, goodwill or Confidential Information for the full period of such rights and any renewals or extensions;
- (j) *Taxes* includes all withholding taxes, charge amounts and fringe benefits taxes imposed by any Governmental authority on or arising out of or in relation to the relationships between ESS, the IPro and the Client.

## Schedule

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### **PART 1**

#### Services

- (a) The Services include the following: Trainer
- (b) The Services are to be provided to: Dynamic Web Training  
Client's customer: Not Applicable
- (c) IPro details: Gionvanni Raciti

### **PART 2**

Term (clause 1.1): Commencement Date: 2<sup>nd</sup> November 2016  
Expiry Date: as agreed between the parties and the Client.

### **PART 3**

Service Hours during a business day (not a Saturday, Sunday or public holiday and inclusive of 1 hour break) as per Client's business need:

Start Time: Not Applicable

End Time: Not Applicable

### **PART 4**

Is the IPro required to provide equipment? No  
Equipment required to be provided by the IPro: Not Applicable

### **PART 5**

Location(s) at which the services will be provided:  
Dynamic Web Training - New South Wales - As advised by Dynamic Web Training

### **PART 6**

All inclusive IPro Fee: As per negotiated rates.

Throughout the assignment the rates may change, dependent on the training requirement and student attendance. Therefore rates are to be identified on the Ipros invoice each month, where 4% management fee and NSW Payroll Tax will be deducted from payment



After all applicable deductions including, but not limited to the required statutory minimum SG, salary packaging and taxation, the net amount will be paid by ESS via EFT into an account nominated by the IPro.

Approved Expenses:  
Not Applicable

## **PART 7**

Notice required to be given by either party for termination without cause: 1 month

## **PART 8**

Requirements for the submitting of timesheets:  
Monthly

Evidence of completion of milestone or deliverable:  
Not Applicable

IPro will be paid upon receipt of cleared funds from the Client.

Pay Cycle: Monthly

## **PART 9**

Jurisdiction: The State of VICTORIA in Australia.

## **PART 10**

ESS Services:

- Professional Indemnity, Public Liability and Worker's Compensation Insurance coverage (see clause 4).
- Time-sheet and invoice management
- Payroll management
- Superannuation management

## **PART 11**

Special requirements and/or conditions:

### **1.1.Position**

The IPro is appointed to the position of a Contract Trainer (also known as Consultant) to provide training services, reporting to Dynamic Web Trainer (DWT) or the person or persons nominated by DWT.

### **1.2. Commencement**

The Contract Trainer's services will commence on the date of this agreement.

The Contract Trainer is required:

- a) to wear a DWT corporate polo shirt, supplied by and at the cost of DWT. This is to be worn preferably with light khaki pants/slacks, and look smart and presentable;
- b) to arrive at the training venue (at least 20 minutes) prior to commencement of the class scheduled, and set up all working files on the computers which are to be used for the training course prior to the commencement of the course;
- c) Respond within 24 hours to post course support queries from students as and when required. This is only applicable to queries from the course conducted by the contract trainer;
- d) to remove all working files that have been used by the clients during the course and restore all computer files to their original state at the end of the training course;
- e) perform to the best of the Contract Trainer's abilities and knowledge the duties assigned to the Contract Trainer from time to time which may include duties for the benefit of DWT, and in the best interest of DWT's client. These duties as they occur will be communicated to the Contract Trainer, either in writing or verbally where appropriate.
- f) use all reasonable efforts to promote the interests of DWT;
- g) The Contract Trainer shall comply with all DWT standards and policies contractor obligations as communicated by DWT from time to time.

### **1.3. What the Contract Trainer must not do**

Without limiting the Contract Trainer's duties, the Contract Trainer must not:

- a) act in conflict with DWT's best interests;
- b) use internet, email or voicemail at the DWT's workplace or training centers for excessive personal use or to view or distribute offensive or illegal material; and
- c) unlawfully discriminate or sexually harass another person.

## **PART 12**

Restraint of Trade:

Please refer to Deed Poll

**PART 13**

Authorised email address of ESS: any member with a @entitysolutions.com.au domain.

[PLEASE DO NOT COMPLETE THIS SECTION IF SIGNING BY ELECTRONIC MEANS VIA ENTITY ONLINE OR ENTITY MOBILE]

**Signing**

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**Executed as an agreement on 2<sup>nd</sup> November 2016**

**EXECUTED** for and on behalf of  
**ENTITY SOLUTIONS SERVICES PTY LTD**  
(ACN 091 536 364) by its authorised representative:

**EXECUTED** for and on behalf of Giovanni Raciti

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Signature of Independent Professional

Nicol Matheson

\_\_\_\_\_  
Name of Authorised Representative