

DEED

PARTIES

AUSTRALIAN ANTI-CORRUPTION CERTIFICATION PTY LTD
ACN: 627 842 871

AND

XXX (Company)
ACN: XXX XXX XXX

DEED

THIS DEED is made on the *(day)* of *(month)*, 20XX

PARTIES

AUSTRALIAN ANTI-CORRUPTION CERTIFICATION PTY LTD (ACN: 627 842 871)

having its registered office at Unit 2, 78 Beach Street, Ettalong Beach in the State of New South Wales

[“AACC”]

AND

XXX (COMPANY) (ACN: XXX XXX XXX) having its registered office at *(address)* in the State of New South Wales

[“Declaring Entity”]

OR (delete which is not needed)

XXX (INDIVIDUAL) (ABN: XX XXX XXX XXX) trading as *(add trading name if applicable)* of *(address)* in the State of New South Wales

[“Declaring Entity”]

Collectively “the Parties”

RECITALS

- I. AACC provides a Nationwide Register for Australian Companies and Businesses who have warranted that the Company or Business has no involvement in corruption, fraudulent activity, criminal activity or bribery (“Nationwide Register”).
- II. The Declaring Entity has requested to be included on the Nationwide Register.

OPERATIVE PART

1. Definitions and Interpretation

1.1. Definitions

The following definitions apply in this Deed, including the recitals:

- a. "Business" means the business conducted by each Group Company as at the date of this agreement;
- b. "Corporations Act" means the Corporations Act 2001 (Cth);
- c. "Government Agency" means a government or government department, a governmental, semi-governmental or judicial person and a person (whether autonomous or not) charged with administration of any applicable law;
- d. "Group Company" means the Company, any Related Body Corporate of the Company and any Related Entity of the Company;
- e. "Notice" has the meaning given to that term in clause 6.5.
- f. "Party" means a party to this Deed and "Parties" has a corresponding meaning;
- g. "Related Body Corporate" has the same meaning given in the Corporations Act 2001 (Cth);
- h. "Related Entity" has the same meaning given in the Corporations Act 2001 (Cth);
- i. "Warranty" means each of the warranties and representations referred to in clause 2.

1.2. Interpretation

In this agreement, unless the context otherwise requires:

- a. a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- b. the singular includes the plural and vice versa;
- c. a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- d. a reference to any gender includes all genders;
- e. a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure, or exhibit of or to this agreement;
- f. a recital, schedule, annexure or a description of the parties forms part of this agreement;
- g. a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- h. a reference to any party to this agreement, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors and permitted assigns;
- i. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- j. where an expression is defined anywhere in this agreement, it has the same meaning throughout; and
- k. a reference to "dollars" or "\$" is to an amount in Australian currency.

1.3. Headings

In this agreement, headings are for convenience of reference only and do not affect interpretation.

2. Declaring Entity Warranties

- 2.1. The Declaring Entity warrants and represents to AACC, as an inducement to AACC to enter into this Deed, and it is a condition of this Deed that, each of the statements set out in clause 3 are, to the knowledge of the Declaring Entity true, complete and accurate, both at the date of this Deed and will continue to be true, complete and accurate unless Notice is given by the Declaring Entity to AACC.
- 2.2. There are no actions, claims, proceedings or investigations pending or threatened against the Declaring Entity or a Group Company, Related Body Corporate or related Entity.
- 2.3. The Declaring Entity has not engaged in conduct that is or could be deemed to be corrupt, fraudulent or criminal.
- 2.4. There is no claim, action, proceeding or demand which may give rise to litigation involving:
 - a. the Declaring Entity (either in relation to the Shares or a Group Company); or
 - b. a Group Company.
- 2.5. There is no unsatisfied judgment, order, arbitral award or decision of any court, tribunal or arbitrator against any Group Company or the Declaring Entity.
- 2.6. The Declaring Entity and each Group Company is not a party to any contract, agreement, arrangement or understanding which is in breach of any applicable trade practices legislation nor does the Declaring Entity or any Group Company, engage in any conduct or practice which is in breach of that legislation.
- 2.7. The Declaring Entity holds all necessary licences (including statutory licences) and consents, planning permissions, authorisations and permits for the proper carrying on of their Businesses in all their aspects.
- 2.8. There are no facts or circumstances involving any Group Company or its affairs which are likely to result in the revocation of or variation in any material respect of any permit, licence, authority or consent held by it.

3. AACC Reliance

- 3.1. The Declaring Entity warrants and represents to AACC, as an inducement to AACC to enter into this Deed and it is a condition of this Deed that, at the date of this Deed:
 - a. the execution and delivery of this Deed have been properly authorised by all necessary corporate action of the Declaring Entity ;
 - b. the Declaring Entity has full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed its obligations under this Deed;
 - c. this Deed constitutes a legal, valid and binding obligation on the Declaring Entity enforceable in accordance with its terms by appropriate legal remedy;
 - d. this Deed does not conflict with or result in the breach of or default under any provision of its constitution or any material term or provision of any agreement
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or deed or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound.

4. Indemnity

- 4.1. The Declaring Entity indemnifies AACC against any loss or claim of or against AACC to the extent that the claim arises from or is connected with any breach of any of the warranties or any other term of this Deed.

5. Separate warranties

Each warranty is a separate warranty and its meaning is not affected by any other warranty.

6. General

6.1. Liability of Parties

- a. If two or more parties are included within the same defined term in this agreement:
- i. a liability of those persons under this agreement is a joint liability of all of them and a several liability of each of them;
 - ii. a right given to those parties under this agreement is a right given severally to each of them; and
 - iii. a representation, warranty or undertaking made by each of them is made by each of them in relation to itself.

6.2. Entire agreement

- a. This agreement is the entire agreement of the parties on the subject matter.
- b. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this agreement.
- c. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this agreement.

6.3. Severability

- a. Any provision in this agreement which is invalid or unenforceable in any jurisdiction:
- i. is to be read down for the purposes of that jurisdiction if possible; or
 - ii. if cannot be read down, is to be severed to the extent of the invalidity or unenforceability for the purposes of that jurisdiction,
- so as to be valid and enforceable in that jurisdiction.

6.4. Further assurance

- a. Each party must:
- i. do, sign, execute and deliver; and

- ii. ensure that each of its employees and agents does, signs, executes and delivers,

all deeds, documents and instruments reasonably required (by notice from another party) to give full effect to this Deed and the rights and obligations of the parties under it.

- b. The obligation in 4.4(a) applies both before and after execution of this Deed.

6.5. Notices

- a. Method of giving notices

A notice, consent, approval or other communication (each a “notice”) under this agreement must be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- i. delivered to that person’s postal address;
- ii. sent by pre-paid mail to that person’s postal address;
- iii. transmitted by facsimile to that person’s facsimile number; or
- iv. sent by electronic mail to that person's email address.

- b. Time of receipt

A notice given to a person in accordance with this clause is treated as having been given and received:

- i. if delivered to a person’s address, on the day of delivery if a business day, otherwise on the next business day;
- ii. if sent by pre-paid mail, on the third business day after posting; or
- iii. if transmitted by facsimile to a person’s facsimile number and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next business day; or
- iv. if sent by electronic mail and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted, on the day of sending if a business day, otherwise on the next business day.

- c. Address of parties

For the purposes of this clause the address of a person is the address set out below or another address of which that person may from time to time give notice to each other person:

AACC

Address:

Facsimile:

Attention:

Email:

Declaring Party

Address:

Facsimile:

Attention:

Email:

6.6. Counterparts

This agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

6.7. Execution

- a. The parties may enter into this Deed by executing a facsimile or scanned copy.
- b. Signatories for any one party may execute this Deed by execution of separate counterparts. Upon receipt by any one signatory for a party of a facsimile or scanned copy of the Deed so executed, the party enters into this Deed (upon exchange) by the receiving signatory executing that facsimile or scanned copy.

6.8. Law and jurisdiction

- a. Governing law

This agreement is governed by the law in force in New South Wales.

- b. Submission to jurisdiction

The parties submit to the non-exclusive jurisdiction of the courts of New South Wales any courts which may hear appeals from those courts in relation to any proceedings in connection with this agreement.

EXECUTED AS A DEED/AGREEMENT

Executed for and on behalf of

XXX

ACN: XXX XXX XXX pursuant to Section 127 of the Corporations Act 2001 (Cth):

.....
Name:
Office held:

.....
Name:
Office held:

Executed for and on behalf of

XXX

ACN: XXX XXX XXX pursuant to Section 127 of the Corporations Act 2001 (Cth):

.....
Name: XXX
Office held: Sole Director

SIGNED SEALED & DELIVERED by

XXX

in the presence of:

(Signature)

Witness (Signature)

Witness (Print name)