DEED OF PRO-ACTIVE COMPLIANCE

Between

Asset Industries Australia PTY LTD
ABN 97 112 795 552

and

The Commonwealth of Australia
(as represented by the Office of the Fair Work Ombudsman)
Details

<table>
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<tr>
<th>Parties</th>
<th>Office of the Fair Work Ombudsman (FWO) and Asset Industries (Contractor)</th>
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<td>FWO</td>
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<tr>
<td>Name</td>
<td>Commonwealth of Australia as represented by the Office of the Fair Work Ombudsman</td>
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<tr>
<td>ABN</td>
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<td>FWO</td>
<td>Patrick Kelly</td>
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<td>Representative:</td>
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<tr>
<td>Contractor</td>
<td>Asset Industries Australia Pty Ltd</td>
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<td>Contractor:</td>
<td>Theo Vlachos</td>
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<td>Representative:</td>
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Recitals

A In August 2012 FWO sought tenders for the provision of cleaning services to 13 FWO premises across the ACT, Victoria, South Australia, Tasmania, Queensland and NSW (the Cleaning Services).

B FWO has selected the Contractor as a preferred tenderer to provide the Cleaning Services and FWO intends to enter into a contract with the Contractor for the provision of Cleaning Services for a term of 3 years (the Contract).
C In the period 2008 to 2011 FWO received complaints regarding the workplace relations compliance of the Contractor.

D FWO is committed to ensuring the contractors it engages, including subcontractors, provide fair Australian workplaces.

E The parties agree as follows.

| Date of the Deed | The date the parties execute the Deed or, if it is executed on different dates, the date of the last execution. See page 6 of the Deed. |
1 Acknowledgements

1.1 The Contractor acknowledges that:

(a) there are opportunities for continuous improvement in relation to its workplace practices to ensure ongoing compliance with Commonwealth workplace laws;

(b) the promises it has given in this Deed are reasonable in the circumstances;

(c) FWO may:
   i. make this Deed available for public inspection, including by posting it on the FWO internet site at www.fairwork.gov.au;
   ii. release a copy of this Deed pursuant to any relevant request under the Freedom of Information Act 1982 (Cth);
   iii. issue a media release in relation to this Deed; and
   iv. from time to time, publicly refer to this Deed and its terms;

(d) if the Contractor contravenes any of the terms of this Deed, FWO may terminate the Contract and commence an investigation into any Identified Contraventions or complaints regarding the Contractor and take any enforcement action FWO considers appropriate in respect of the outcome of that investigation; and

(e) for the avoidance of any doubt, this Deed does not confer FWO with any additional rights to the Relevant Workplace Laws and Guidelines.

2 Promise to take pro-active compliance activity
The Contractor must do or cause to be done all those activities and things set out in 'Attachment A – Pro-active Compliance Activities'.

3 Term of Pro-active Compliance Deed

3.1 Commencement
This Deed comes into effect when both the FWO and the Contractor have executed this Deed.

3.2 Term
The Deed will have effect from the Commencement Date as specified in subclause 3.1 and will cease on the Completion Date of the Contract.

4 No inconsistent statements
The Contractor:

(a) must not; and

(b) must ensure that each of its officers, employees or agents, do not;

make any statement, orally or in writing, or otherwise which conveys or implies or could reasonably be construed as conveying or implying anything inconsistent with the acknowledgements contained in this Deed.
5 Termination by the FWO

5.1 Termination of Deed
At any time, the FWO may by notice in writing terminate this Deed if the Contractor commits, in the opinion of FWO, a serious or persistent breach of the Deed or fails to observe a term or terms of this Deed.

5.2 Termination of the Contract
Without limiting FWO's rights under the Contract, FWO may exercise its right of termination under clause 23 of the Contract if the Contractor commits, in the opinion of FWO, a serious or persistent breach of the Deed or fails to observe a term of term of the Deed.

6 Continuing Obligations

6.1 General Survival
Any provision of this Deed remaining to be performed or observed by the Contractor or having effect after the cessation of this Deed for whatever reason (including termination by the FWO) remains in full force and effect and is binding on the Contractor after this Deed ends.

6.2 Survival
Without limiting the generality of subclause 6.1, the following clauses survive cessation of this Deed for whatever reason (including termination by the FWO):
(a) Clause 1 (Acknowledgements); and
(b) Clause 4 (No inconsistent statements).

7 Legally binding
The terms of this Deed are intended to have immediate effect on all parties executing this Deed.

8 Entire Agreement

8.1 Entire Agreement
This Deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter. No oral explanation or information provided by either party to the other:
(a) affects the meaning or interpretation of this Deed; or
(b) constitutes any collateral agreement, warranty or understanding between FWO and the Contractor

8.2 Priority
If there is any inconsistency between the terms of this Deed and any provisions of the Contract, this Deed will prevail to the extent of any inconsistency.
10 Construction
No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Deed or any part of it.

11 Costs
The parties must pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this Deed and any other related documentation.

12 Severance
If the whole or any part of this Deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This has clause no effect if the severance alters the basic nature of this Deed or is contrary to public policy.

13 Competency
The Contractor acknowledges that:
(a) before executing the Deed, the Contractor was given the opportunity to seek independent legal and other advice of its choice; and
(b) the Contractor fully understands the effect of this Deed.

14 Governing law
This Deed shall be construed in accordance with the laws for the time being of the State of Victoria and the parties hereby submit to the jurisdiction of the Courts of that State and the Courts empowered to hear appeals from the Courts of that State.
Signing Page

EXECUTED as a Deed for and on behalf of [to be completed] in accordance with section 127 of the Corporations Act 2001 (Cth)

(Signature) .............................. ..............................

(Officer) ........................................ (Officer)

THEO VLACNO) .................................................. (Name of Secretary/Director in Full)

(Name of Director in Full)

Dated: 1/5/2013

EXECUTED as a Deed for and on behalf of:
THE COMMONWEALTH OF AUSTRALIA as represented by:
The Office of the Fair Work Ombudsman (ABN 43 884 188 232)

(Signature) ........................................ (Signature)

M. (Name of Director in Full)

(Printed Name and Title)

In the presence of:

STEVEN RONSON ........................................

(Printed Name)

Dated: 7/5/2013
ATTACHMENT A – PRO-ACTIVE COMPLIANCE ACTIVITIES

Future Workplace Relations Compliance

1. For the purpose of this Attachment A:


2. The Contractor must ensure that it complies, and as far as practicable must ensure its subcontractors comply, at all times and in all respects with Relevant Workplace Laws and Guidelines by developing systems and processes to ensure ongoing compliance.

3. The Contractor must resolve all future workplace relations complaints made by its employees, and as far as practicable complaints made by employees of subcontractors, about the Relevant Workplace Laws and Guidelines within 30 days of receipt of a complaint and within 7 days of the resolution of the complaint provide to FWO the results of same for validation.

Self-Audit Program

4. Within 14 days from the Date of this Deed, the Contractor must communicate the following information to all of its employees, and as far as practicable to all of the employees of its subcontractors, via email:

   a) the Contractor will undertake yearly audits to determine that correct wages, loadings, allowances and penalties have been paid and met, and if not, the Contractor will rectify this;

   b) a specified person that employees, including employees of subcontractors, are invited to contact if the employees have any concerns about payment of wages, loadings, allowances and penalties owed to them for any work performed during the Term of the Deed (Employee Reporting Process); and

   c) where to access further information about workplace rights and entitlements including the FWO website [www.fairwork.gov.au](http://www.fairwork.gov.au) or the Fair Work Infoline 13 13 94.

5. One month from the Commencement Date of the Contract (Initial Reporting Date) the Contractor will provide FWO with a report setting out:

   a) the proposed instruments, rates of pay and methodology to be used for the purposes of self-auditing, including where relevant the Commonwealth Cleaning Services Guidelines, for approval by FWO before commencement of an audit; and

   b) the implementation of systems and processes designed to ensure ongoing compliance by the Contractor with Relevant Workplace Laws and Guidelines.

6. The Contractor must implement systems and processes to allow it to self-audit compliance with Relevant Workplace Laws and Guidelines (the **Self-Audit Process**). The Self-Audit Process must:

   a) investigate and record the wages, loadings, allowances and penalties paid to 10% of non-management employees of the Contractor and between 5 and 20 employees of any subcontractors...
b) investigate and record the amount paid to non-management employees on termination, for all non-management employees whose employment ended during a selected one month period;

c) identify any contraventions of Relevant Workplace Laws and Guidelines relating to underpayment of wages, loadings, allowances and penalties of any employees audited in accordance with subclause 6(a) and (b) (Identified Contraventions); and

d) be conducted at least once in each 12 month period during the Term of the Deed.

7. Within 30 days of identifying contraventions as part of the Self-Audit Process, the Contractor must ensure rectification of any Identified Contraventions affecting employees of the Contractor, and as far as practicable ensure subcontractors rectify any Identified Contraventions affecting employees of subcontractors, in relation to the period the employee has been employed, by:

a) back-paying the affected individuals; or

b) if the underpaid employees cannot be located, paying any outstanding amounts to the Commonwealth of Australia, through the FWO, pursuant to section 559 of the Fair Work Act 2009.

8. At each 12 month anniversary from the Initial Reporting Date, the Contractor must provide a report to FWO's Representative, certified by a Certified Practising Accountant (Compliance Report), containing details of:

a) the methodology, implementation and progress of the Self-Audit Process and the Employee Reporting process; and

b) results of the Self-Audit Process and the Employee Reporting Process including, but not limited to:

i. the nature and quantum of each Identified Contravention;

ii. whether the Identified Contraventions arose from the Employee Reporting process or the Self-Audit Process; and

iii. all action taken to rectify each of the Identified Contraventions.

9. Following the production of the Compliance Report, the Contractor must provide to FWO's Representative such further written information regarding the Self-Audit Process and the Employee Reporting Process as requested within 14 days of such request.

Resources

10. The Contractor must commit all necessary resources, financial or otherwise, and meet all necessary expenses associated with the effective implementation of the requirements of the Deed, including the effective implementation of the Self-Audit Process and the Employee Reporting Process.

11. The Contractor will make available specified personnel to act as liaison officers for all queries from the Contractor's employees which concern workplace relations compliance.

12. The Contractor must identify a single contact person to whom all queries from the FWO which concern the implementation of the Self-Audit Process and the Employee Reporting Process can be directed.