



ASIC

Australian Securities & Investments Commission

INFORMATION SHEET 165

Claims of legal professional privilege

This information sheet explains how we approach claims of legal professional privilege (LPP), including:

- ASIC's compulsory information-gathering powers and LPP
- who can make an LPP claim to ASIC
- how to make an LPP claim to ASIC
- what to do with a document over which LPP is claimed
- how to make a voluntary confidential disclosure of LPP information
- what you can do if we do not accept your LPP claim.

Section 1: Legal professional privilege and compulsory powers

ASIC has a range of compulsory information-gathering powers to enable us to require a person to:

- provide us with documents and information
- attend an examination to answer questions and provide reasonable assistance.

We use compulsory information-gathering powers in two broad areas of our regulatory activity:

- surveillances in respect of compliance with the law
- investigations of suspected breaches of the law.

In responding to a compulsory notice issued by ASIC, you must provide all responsive information (i.e. the information requested in the notice) to ASIC except for information that attracts a valid claim of LPP. In respect of LPP information you may:

- waive privilege and provide the information to ASIC in response to the compulsory notice
- if you are the privilege holder, seek to provide the LPP information to ASIC on a limited and confidential basis intended to preserve privilege (see Section 5), or

Information sheets provide concise guidance on a specific process or compliance issue or an overview of detailed guidance.

- withhold the information from ASIC.

Further information about ASIC's approach to enforcement and the use of compulsory information-gathering powers is set out respectively in Information Sheet 151 *ASIC's approach to enforcement* (INFO 152) and Information Sheet 145 *ASIC's compulsory information-gathering powers* (INFO 145).

Categories of LPP

Essentially, there are two distinct categories of LPP:

- advice privilege, which applies to confidential information (communications and documents) brought into existence for the dominant purpose of giving or obtaining legal advice
- litigation privilege, which applies to confidential information (communications and documents) brought into existence for the dominant purpose of a client being provided with professional legal services in relation to actual or anticipated legal proceedings involving the client as a party.

Section 2: Who can make a claim of LPP to ASIC

If you are the recipient of a compulsory notice, you may assert an LPP claim over responsive information by providing the detail specified in Section 3 to ASIC if you:

- are the privilege holder, or
- are not the privilege holder but seek to assert the LPP claim on behalf of the privilege holder (third-party LPP claim).

The privilege holder is generally the person who:

- in respect of advice privilege, is the client for whom the legal advice is being given or obtained
- in respect of litigation privilege, is the client who is involved as a party in actual legal proceedings or who is anticipated to be involved as a party in anticipated legal proceedings.

If you are a lawyer and rely on s69 of the *Australian Securities and Investments Commission Act 2001* (ASIC Act) or s296 of the *National Consumer Credit Protection Act 2009* (National Credit Act) to refuse to comply with a compulsory notice, you must give to ASIC a written notice setting out the information required by s69(3) of the ASIC Act or s296(3) of the National Credit Act.

Section 3: How to make a claim of LPP to ASIC

For a claim of LPP over information in documents, you should provide the details specified under the heading 'LPP claims over information in documents'. For a claim of LPP over oral information, you should provide the details specified under the heading 'LPP claims over oral information'.

We will not accept a blanket LPP claim. To assert LPP you should adhere to the process set out below. If the LPP claim pertains to documents, you should itemise the documents in the manner specified. If the claim relates to oral information in response to an examination question, you should specify that you are claiming LPP specifically in relation to information responsive to that question.

LPP claims over information in documents

If you (the notice recipient) are responding to a compulsory notice issued by ASIC, you should make any LPP claims over responsive information by providing the details specified in this section:

- prior to or by the date specified in the notice for disclosure of the information to ASIC, or
- by such later date as may be specified by ASIC.

In order to make an LPP claim you should complete a schedule which identifies the documents over which LPP is claimed, by individually itemising each document and providing the following information in respect of each document:

- the names of all authors and recipients of the document together with their positions and employer (if any)
- the date of the document
- the type of document (e.g. email or letter)
- the category of LPP claimed (advice privilege or litigation privilege) and the basis on which the privilege is claimed
- the name of all persons who claim the right to assert the privilege (including any third parties on whose behalf the privilege claim is made)
- whether the form of the document is electronic or hard copy
- the address of the premises where the document is kept
- whether privilege is claimed over the whole or part of the document. Please note, where only part of the document is subject to a claim of privilege, an appropriately masked version of the document must be provided to ASIC.

In the case of a third-party LPP claim in respect of a document, you should also provide the following information to ASIC:

- the identity of the privilege holder
- the last known contact details of the privilege holder
- an explanation of the circumstances by which the document came to be within your possession or control.

LPP claims over oral information

If, during a compulsory examination conducted by ASIC, you seek to claim LPP over information responsive to an ASIC question you should provide to ASIC the details specified below during the examination or at such later date as may be specified by ASIC:

- the names of all parties who communicated the information or to whom the information has been communicated, together with their positions and employer (if any)
- the date of the communication
- the category of LPP claimed (advice privilege or litigation privilege) and the basis on which the privilege is claimed
- the name of all persons who claim the right to assert the privilege (including any third parties on whose behalf the privilege claim is made)
- whether the information has been recorded in part or in whole in a tangible form (e.g. electronic or hard copy).

In the case of a third-party LPP claim, you should also provide the following details to ASIC in respect of the information:

- the identity of the privilege holder
- the last known contact details of the privilege holder
- an explanation of the circumstances by which the information came to be known by you.

Section 4: Retention of the information over which LPP is claimed

If you are the notice recipient and you are asserting a privilege claim in respect of a document (LPP document) that has not been accepted by ASIC or been determined in your favour:

- on your own behalf, you may choose to:
 - provide the LPP document to ASIC in a sealed envelope or container as appropriate, clearly marked 'LPP documents' and with a copy of the ASIC notice attached. At the conclusion of the matter those documents will generally be returned to the party who provided them to ASIC
 - withhold the LPP document from ASIC and, if you do so, you must keep it safe under your custody or control and it must not be destroyed. A failure to retain the LPP document may amount to non-compliance with a notice under the ASIC Act, or
 - seek to provide the LPP document to ASIC in accordance with the 'Voluntary confidential LPP disclosure agreement' discussed in Section 5.
- as a third-party LPP claim, you may choose to:
 - provide the LPP document to ASIC in a sealed envelope or container, as appropriate, clearly marked 'LPP documents' and with a copy of the ASIC notice attached. At the conclusion of the matter those documents will generally be returned to the party who provided them to ASIC, or
 - withhold the LPP document from ASIC and, if you do so, keep the LPP document safe for so long as it is under your custody or control. If you are requested to relinquish custody or control of the LPP document, you should give ASIC reasonable notice of the request prior to relinquishing custody or control of the LPP document. A failure to retain the LPP document may amount to non-compliance with a notice under the ASIC Act.

Section 5: Voluntary confidential disclosure of LPP information

ASIC may elect to accept, on a confidential basis, privileged information (or information that is claimed to be privileged) voluntarily provided by a notice recipient or other disclosing party. ASIC's standard agreement, the 'Voluntary confidential LPP disclosure agreement', sets out the terms on which ASIC may elect to accept such information. The agreement provides that:

- ASIC and the privilege holder agree the disclosure of the information to ASIC is not a waiver of any privilege existing at the time of the disclosure. (Note: Although the agreement prevents ASIC from asserting that the provision of the information amounts to a waiver of privilege, the agreement does not prevent third parties from

asserting that privilege has been waived. You should consider seeking legal advice in relation to this issue.)

- ASIC will generally treat the information as confidential, but the privilege holder retains responsibility for otherwise safeguarding any privilege, including asserting any privilege where ASIC is compelled by law to disclose the information (such as in the case of a court order for discovery or a subpoena)
- ASIC is permitted to review and use the information for ASIC's investigative purposes
- ASIC agrees it will not seek the admission of the disclosed information as evidence in any proceeding other than:
 - where the privilege holder has consented to its tender as evidence
 - to challenge the validity of the privilege claim
 - where privilege has otherwise been waived or it has been determined that the information is not privileged
 - for the purposes of a criminal proceeding in respect of the falsity of a statement made by the privilege holder.

A full copy of ASIC's 'Voluntary confidential LPP disclosure agreement' is available on www.asic.gov.au.

ASIC believes there can be a public benefit in accepting privileged documents (or documents claimed to be privileged) on this basis, as it may assist in the effective and efficient conclusion of ASIC's investigation and determination of consequential steps (which might include no further regulatory action). It may also assist the parties to identify efficiently, and with precision, the critical issues to be addressed in an investigation. It will often be in the public interest for ASIC, in seeking to perform its regulatory functions, to have access to LPP material and it will often not be detrimental to the privilege holder for this to occur.

Section 6: If ASIC does not accept an LPP claim

ASIC will not accept a claim of LPP where in ASIC's opinion your claim is:

- not substantiated by the information you have provided in support of your claim, or
- otherwise not valid (e.g. because ASIC believes privilege has been waived or the information was unlikely to have ever been privileged).

If ASIC does not accept a claim of LPP you have made, you can:

- withdraw your claim of LPP and provide the information to ASIC
- make a request (or ASIC may invite you) to enter into a voluntary LPP dispute resolution process with ASIC
- make an application to the court seeking a declaration that the information is privileged.

If a claim of privilege is made to obstruct or hinder an ASIC investigation or to intentionally or recklessly avoid compliance with a notice, such conduct may constitute an offence under the ASIC Act.

In circumstances where ASIC is required to make an application to the court seeking a declaration that information over which privilege has been claimed is not privileged, and is successful in obtaining that declaration, ASIC will seek recovery of its costs.

Section 7: Information over which LPP is not claimed

As the notice recipient you must, by or before the date specified in the compulsory notice, provide ASIC with all responsive information over which you do not claim privilege on your own behalf and in respect of which you are not making a third-party LPP claim. Failure to do so will be considered non-compliance with ASIC's notice.

Section 8: Particular situations

Providing non-privileged information

If you make a claim of LPP as the holder of the privilege, or assert LPP on behalf of a third party, you must provide all non-privileged information to ASIC by the date specified. Failure to do so is likely to be a breach of the ASIC Act and may be a criminal offence.

When ASIC may require additional details

ASIC may require you to provide additional details in support of your LPP claim. For instance further details may be sought where:

- the only indicia of privilege in the privilege claims schedule you provide to ASIC is that a lawyer was a maker or a recipient of a communication. This is because the inclusion of a lawyer in a communication does not of itself satisfy the dominant purpose test required to establish LPP
- a person instructs an internal or external lawyer to conduct a review of facts and circumstances, some or all of which fall within the scope of an ASIC investigation. ASIC will not accept a claim that the mere occurrence of the lawyer's review gives rise to a valid LPP claim over information relating to those facts and circumstances. ASIC draws a distinction between documents brought into existence for the purposes of the lawyer's review, where a valid claim of LPP may be available, and the documents and information that existed prior to the lawyer's review, where a valid claim of LPP is generally less likely to be available.

LPP claimed to be held by a company and one of its officers

If an officer of a company claims to hold LPP jointly with the company over information that appears to be company information, ASIC may require you to provide additional details in support of your claim that LPP is jointly held.

Waiver of privilege

ASIC will not accept a claim of LPP where the LPP holder or a joint LPP holder has waived the privilege or where the privilege holder or joint privilege holder has acted in a manner inconsistent with the maintenance of the privilege.

When you claim LPP over information on which you rely

Where you withhold information from ASIC because of a claim of LPP and at the same time rely on the information withheld to justify or defend your conduct, ASIC will require an explanation as to why the basis on which you assert LPP has not been waived by that reliance. If you withhold information and rely, or intend later to rely, on the information to justify or defend your conduct, you should also consider:

- voluntary confidential disclosure of LPP information to ASIC pursuant to ASIC's 'Voluntary confidential LPP disclosure agreement'. The disclosure of the information may narrow the issues in ASIC's investigation or lead to a quicker conclusion to ASIC's investigation

- the cost of proceedings (civil, criminal or administrative) brought by ASIC where the withheld information will have to be disclosed in responding to the claims in those proceedings. Delay in disclosing the withheld information to ASIC may also result in ASIC seeking its costs in civil proceedings even if you successfully defend the proceedings by reliance on the withheld information.

Companies in external administration

In the case of an external administration of a company in which both a receiver and a liquidator or administrator have been concurrently appointed, it is ASIC's position that, subject to the terms of the receiver's deed of appointment, the receiver has the right to assert or waive any privilege (to the exclusion of the liquidator or administrator) in respect of any communications concerning an asset forming part of the secured property.

Claims by lawyers

If you are a lawyer and make an LPP claim to ASIC as the privilege holder, you should follow the procedure set out in Section 3 to make a claim. In these circumstances, ASIC will not accept an attempt by you to rely on s69 of the ASIC Act or s296 of the National Credit Act.

Where can I get more information?

- Download INFO 145 *ASIC's compulsory information-gathering powers* and INFO 151 *ASIC's approach to enforcement* from www.asic.gov.au/infosheets.
- Call ASIC on 1300 300 630.
- Visit the ASIC website at www.asic.gov.au.

Important notice

Please note that this information sheet is a summary giving you basic information about a particular topic. It does not cover the whole of the relevant law regarding that topic, and it is not a substitute for professional advice. This information sheet includes some generalisations about the application of the law. Some provisions of the law referred to have exceptions or important qualifications. In most cases your particular circumstances must be taken into account when determining how the law applies to you.



ASIC

Australian Securities & Investments Commission

Australian Securities and Investments Commission

Voluntary Confidential Legal Professional Privilege
Disclosure Agreement

Australian Securities and Investments Commission (**ASIC**)
[insert name of Disclosing Party] (**Disclosing Party**)

Contract Information

Parties

Name Australian Securities and Investments Commission
ABN 86 768 265 615
Short form name **ASIC**

ASIC Representative *[insert name and position of person to receive notices]*
[insert postal address]
[insert physical address]
[insert phone number]
[insert facsimile number]
[insert email address]

Name *[insert name of Disclosing Party]*
ABN *[insert ABN]*
Short form name **Disclosing Party**

Disclosing Party Representative *[insert name and position of person to receive notices]*
[insert postal address]
[insert physical address]
[insert phone number]
[insert facsimile number]
[insert email address]

Recitals

- A. ASIC issued a notice under section [*insert section number*] of the [*insert details of legislation*] to the Disclosing Party dated [*insert date*] (the **Notice**) in connection with an investigation related to [*describe subject matter of investigation*] (the **Investigation**).
- B. On [*insert date*] ASIC received notification from the Disclosing Party that it held, or had within its control documents (the **Disclosed Information**), which it claims are subject to legal professional privilege (**Privilege**).
- C. The Disclosing Party has sought to provide the Disclosed Information to ASIC under this Agreement in a manner which is consistent with the maintenance of any Privilege. ASIC has agreed to receive the Disclosed Information subject to the terms of this Agreement.
- D. The Disclosing Party has entered into this Agreement to facilitate the provision of the Disclosed Information to ASIC, to assist in the conduct of the Investigation, without waiving any Privilege in the Disclosed Information.
- E. Neither the entry by ASIC into this Agreement, nor its receipt of the Disclosed Information subject to the terms of this Agreement, indicates that ASIC accepts that the Disclosed Information is subject to Privilege.

1. ASIC acknowledgments and undertakings

1.1 ASIC acknowledges that:

- (a) the Disclosing Party does not lose the right to make a claim that the Disclosed Information is subject to Privilege by having provided the Disclosed Information to ASIC in accordance with this Agreement;
- (b) the Disclosed Information has been provided to ASIC in confidence by the Disclosing Party;
- (c) the provision of the Disclosed Information to ASIC by the Disclosing Party is not a waiver of any Privilege existing at the time of disclosure and is consistent with the maintenance of any Privilege;
- (d) subject to clause 3.1, it will not seek to present the Disclosed Information as evidence in proceedings against the Disclosing Party, or any third parties.

1.2 ASIC undertakes that it will not contend in any proceeding, that by reason of the Disclosing Party having disclosed the Disclosed Information to ASIC under this Agreement, that the Disclosing Party has lost its right to make a claim that the Disclosed Information is subject to Privilege.

1.3 Subject to clause 1.2, ASIC reserves its rights to contend in any proceeding that the Disclosed Information disclosed to ASIC by the Disclosing Party is not subject to Privilege (including, without limitation, by reason of the Disclosed Information lacking the necessary quality of confidentiality).

2. Provision of the Disclosed Information to ASIC

2.1 The Disclosing Party must:

- (a) within [*insert number of days*] days of the date of this Agreement provide the Disclosed Information to ASIC electronically on a CD-DVD disc or a USB stick or in hard copy;
- (b) within [*insert number of days*] days of the date of this Agreement provide ASIC with a schedule in the form of the Privilege Claims Schedule as set out in Schedule A completed in respect of each document that comprises the Disclosed Information (the **Schedule**).

2.2 If the Schedule (completed in respect of each document that comprises the Disclosed Information) is not provided to ASIC in accordance with the timeframe set out in clause 2.1:

- (a) the Disclosed Information ceases to be Disclosed Information for the purposes of this Agreement;
- (b) the Disclosing Party is taken to have waived any Privilege in the Disclosed Information; and
- (c) ASIC is not obliged to treat the Disclosed Information as privileged or, for the purposes of its obligations under this Agreement, as confidential.

2.3 ASIC will retain and store the Disclosed Information in accordance with its evidence management processes.

2.4 ASIC will return the Disclosed Information to the Disclosing Party at the:

- (a) conclusion of the Investigation, if ASIC does not commence proceedings; or
- (b) conclusion (including any appeals) of any proceedings commenced by ASIC as a result of the Investigation.

3. Use of the Disclosed Information by ASIC

- 3.1 ASIC will not seek to present the Disclosed Information as evidence in any proceeding other than:
- (a) where the Disclosing Party has consented to its admission as evidence in the proceeding;
 - (b) subject to clause 1.2, to challenge the validity of the Privilege claim (including, without limitation, by asserting that the Disclosed Information lacks the necessary quality of confidentiality);
 - (c) where Privilege in respect of the Disclosed Information has otherwise been waived or it has been determined that the Disclosed Information is not privileged;
 - (d) in a criminal proceeding in respect to the falsity of a statement made by a person who has a claim of privilege in respect of the Disclosed Information.
- 3.2 Subject to clause 3.1, ASIC may use the Disclosed Information for the purposes of the Investigation and any proceedings commenced by ASIC as a result of the Investigation, including any appeals in respect of those proceedings.
- 3.3 Without limiting clause 3.2, ASIC is permitted to obtain, and to present as evidence in proceedings against the Disclosing Party or third parties, material and information obtained as a result of the Disclosing Party having provided the Disclosed Information to ASIC.

4. Disclosure of the Disclosed Information by ASIC

- 4.1 ASIC will treat the Disclosed Information as confidential, and will not disclose the Disclosed Information, other than in accordance with the procedures set out in this clause 4.
- 4.2 ASIC is permitted to disclose the Disclosed Information to:
- (a) ASIC's external advisers or experts, on a confidential basis, in performance of their duties, who will provide an acknowledgement to ASIC that the Disclosed Information is received by them on that basis; and
 - (b) any Commonwealth Minister or any committee established by the Parliament of the Commonwealth of Australia, or to any advisor to such Minister or committee, in response to any questions or requests to which ASIC may be expected to respond, whether by reason of compulsion or not. If Disclosed Information is to be disclosed pursuant to this clause 4.2(b), ASIC will request that the recipient of the Disclosed Information maintain the confidentiality of the Disclosed Information.
- 4.3 If ASIC is compelled by law (other than under the *Freedom of Information Act 1982* (Cth) (**FOI Act**)) to release the Disclosed Information, prior to making the disclosure, ASIC will endeavour to:
- (a) notify the Disclosing Party in writing of the legal requirement as soon as reasonably practicable;
 - (b) identify the information that falls within the terms of the legal requirement (the **Responsive Information**), and advise the Disclosing Party that the Responsive Information is available for inspection by the Disclosing Party, prior to ASIC producing the Responsive Information in response to the legal requirement, to enable the Disclosing Party to determine if a claim of Privilege or some other claim will be asserted by it in response to the legal requirement.
- 4.4 If ASIC receives a request to release the Disclosed Information under the FOI Act, ASIC will:
- (a) notify the Disclosing Party of the request as soon as reasonably practicable;

- (b) assert Privilege as an exemption, if ASIC accepts that a valid claim of Privilege arises in relation to Disclosed Information that falls within the scope of the request (**Responsive Information**).

If there is a dispute between ASIC and the Disclosing Party as to whether there is a valid claim of Privilege in relation to Responsive Information, ASIC will consult with the Disclosing Party in accordance with the business affairs and/or personal information FOI Act exemption provisions. If after consulting with the Disclosing Party, ASIC does not claim a business affairs and/or personal information exemption over the Responsive Information, ASIC will not release the Responsive Information until the Disclosing Party has exercised its appeal and review rights under the FOI Act.

- 4.5 The Disclosing Party acknowledges that it is the responsibility of the Disclosing Party to assert a claim of Privilege before a Court in relation to the Disclosed Information should it wish to maintain any Privilege in that information.
- 4.6 Nothing in this clause 4 derogates from any obligation which either party may have under the *Privacy Act 1988* (Cth) as amended from time to time in relation to the protection of personal information.
- 4.7 Notwithstanding any other provision of this Agreement, ASIC may disclose the provisions of this Agreement.

5. Privilege Claim Disputes

- 5.1 In the event that there is a dispute between ASIC and the Disclosing Party as to whether there is a valid claim of Privilege in relation to the Disclosed Information and that dispute does not arise in the circumstances contemplated by clause 4.4, the parties acknowledge that the procedure to resolve that dispute is:
 - (a) if it has not already done so, for the Disclosing Party to provide ASIC with the Schedule (completed in respect of each document that comprises the Disclosed Information);
 - (b) for ASIC to inform the Disclosing Party in writing whether the claim of Privilege is accepted;
 - (c) if the Privilege claim is not accepted by ASIC, by application by either the Disclosing Party or ASIC for a declaration as to whether the Disclosed Information is privileged.

6. Consequences of Disclosed Information not being privileged

- 6.1 If a document that forms part of the Disclosed Information is determined not to be privileged or ceases to be privileged (including, without limitation, by reason of the Disclosed Information lacking the necessary quality of confidentiality):
 - (a) the document shall cease to be Disclosed Information for the purposes of this Agreement;
 - (b) ASIC shall not be obliged to treat the document as privileged or, for the purposes of its obligations under this Agreement, as confidential; and
 - (c) for the avoidance of doubt, any restriction arising under this Agreement on the way in which ASIC may use, disclose or release the document shall cease to apply.

7. Dispute Resolution

- 7.1 The parties will endeavour to resolve any dispute under this Agreement, excluding disputes which arise under clauses 4.4 and 5.1, by non-binding mediation before they commence legal

proceedings (except proceedings for interlocutory relief). The parties are to agree to the appointment of a mediator within a period of 30 days from the day that the dispute arises, and if such agreement is not reached, a mediator may be appointed by the President for the time being of [insert name of agreed society or institution] upon the application of either party. If the mediation has not already concluded, either party may terminate the mediation [insert number of days] days after the date of appointment of the mediator.

- 7.2 Each party is to pay their own costs in relation to the preparation for, and conduct of the meditation. The costs and fees of the mediator are to be borne equally by the parties.

8. Variation

No agreement or understanding varying or extending this Agreement is legally binding upon either party unless the agreement or understanding is in writing and signed by both parties.

9. Assignment

A party may only assign its rights under this Agreement with the prior written consent of the other party.

10. Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

12. Governing law and jurisdiction

This Agreement is governed by the law of [insert jurisdiction] and each party submits to the non-exclusive jurisdiction of the courts of [insert jurisdiction].

Schedule A – Privilege Claims Schedule

No.	Description of document	Date of document	State if the document is an original or copy and its form (e.g. electronic, hard copy)	State category of privileged claimed and the grounds of privilege (e.g. advice or litigation privilege)	State where privilege is claimed over the whole or part of the document	Identify the privilege holder and any joint privilege holders
1	<i>[Describe each document for which privilege is claimed, including the type of document (e.g. email, letter) and listing all authors and recipients.]</i>					
2						
3						
4						

List of Authors & Recipients

Name	Business Title	Employer (or state if self-employed)

Signing page

EXECUTED as an agreement.

Signed for and on behalf of the **Australian Securities and Investments Commission** by its duly authorised representative in the presence of

Signature of witness ←

Name of witness (print)

Signature of representative ←

Name of representative (print)

Position of representative (print)

Date

[Select one of the following execution clauses.]

[Where the Disclosing Party is a company, select the execution block below.]

Executed by *[insert name of company]* in accordance with section 127 of the *Corporations Act 2001*

Signature of director ←

Name of director (print)

Signature of director/company secretary/sole director and sole company secretary (Please delete as applicable) ←

Name of director/company secretary/ sole director and sole company secretary (print)

Date

[Where the Disclosing Party is an individual, select the execution block below.]

Signed by *[insert Disclosing Party name]*
in the presence of

_____	←	_____
Signature of witness		Signature of Disclosing Party
_____		_____
Name of witness (print)		Date

[Where the Disclosing Party is a partnership, select the execution block below.]

Signed for and on behalf of *[insert name of Partnership]* by *[print name of Partner]* who warrants that he/she is duly authorised to bind the partnership in the presence of

_____	←	_____
Signature of witness		Signature of partner
_____		_____
Name of witness (print)		Date