

**STATEMENT OF NEIL GEORGE JEANS – RFS – Initialism - 001**

**ANNEX E**

**AML/CTF Support  
Engagement**

**October 2020**



**INITIALISM**

**Engaging Party** MinterEllison on behalf of Crown Resorts Limited  
Rialto Towers 525 Collins Street Melbourne VIC 3000

**The Contractor** Initialism Pty Ltd - ACN 610 692 647  
[REDACTED]

### The Services

MinterEllison hereby engages Initialism to provide AML/CTF professional advisory services for the purpose of MinterEllison advising its client Crown Resorts Limited.

Initialism will provide advice and support regarding AML/CTF matters as instructed by MinterEllison. The matters may include but not be limited to:

- Any specific advisory matters relating to the implementation of the Crown Joint AML/CTF Program;
- Reviewing the data and information inputs used or may be required to be used in the Transaction Monitoring Program;
- Undertake a root cause analysis of the failure to identify and/or non-escalation of potential structuring to avoid threshold transaction reporting requirements;
- Support Grant Thornton's reviewing of bank account transactions to identify any incidents of possible structuring to avoid threshold transaction reporting requirements;
- Review Crown's investigation into incidents of potential structuring to avoid threshold reporting requirements to establish whether there are indications of money laundering or other criminal activity that is suspicious and may reporting under section 41 of the AML/CTF Act;
- Reviewing bank account transactions to identify any additional typologies that can be incorporated into Crown's enhanced transaction monitoring program;
- Support response to AUSTRAC engagement and correspondence; and
- Provide all other professional advisory services related to the above matters as requested by MinterEllison.

### Information

It is assumed that all relevant information and documents will be made available to Initialism to complete the work detailed above.

### Fee

Our fees are calculated based on hourly rates for time spent, which are quoted in the table below exclusive of GST. The team for this engagement and our hourly rates is:

	Hourly Rate (excl GST)
Neil Jeans	\$325.00
Chris Pitt	\$300.00
Victoria Eccleston	\$300.00

Given the broad nature of the work we will charge on an hourly basis, providing details of the hours worked on a weekly basis.

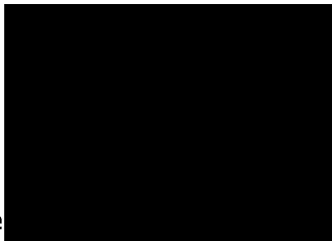
Fees will be invoiced to Crown Resorts Limited c/- MinterEllison at the end of the calendar month for the previous month's work.

**Acceptance**

Thank you once again for selecting Initialism for this work, please sign below to indicate your engagement and terms and conditions:

**MinterEllison on behalf of Crown Resorts Limited**

Signature



Name: Richard Murphy

Position: Partner

Date: 15 October 2020

**For Initialism Pty Ltd - ACN 610 692 647**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

# Terms & Conditions

**These terms and conditions** shall apply to all transactions between Initialism Pty Ltd A.C.N. 610 692 647 (Initialism) and its Clients relating to the provision of Services. Clients are legally bound by these Terms and Conditions, any third-party End User Licence Agreement, our Privacy Policy, and any Ancillary Document (collectively referred to as 'Agreements').

**Terms of use:** The Services are provided by Initialism upon these Terms and Conditions. Signed statements of work received by Initialism from the Client shall constitute an irrevocable acceptance of these Terms and Conditions by the Client to the extent permissible by law. These Terms and Conditions:

- (a) apply to all transactions between Initialism and you in relation to the provision of any Services by Initialism;
- (b) shall be read in conjunction with:
  - i. any End User License Agreement for products provided as part of Services offered by Initialism, either directly or through its partners;
  - ii. the Quote; and
  - iii. the Statement of Work.

The above documents are to be interpreted in the following order of priority to the extent of any inconsistency and in the absence of any provision to the contrary:

- (a) The End User Licence Agreement
- (b) The Quote
- (c) These Terms and Conditions
- (d) The Statement of Work

You also agree to comply with any additional terms which apply to third-party content, material, information, software, or other services provided as part of the Services provided by Initialism.

**Modification of the Terms and Conditions:** Initialism may at any time at its sole discretion change, add or remove part or any part of these Terms and Conditions by posting amended Terms on its website. Unless otherwise specifically set forth in the amended Terms, all changes will be effective upon the date the amended Terms are published on the website. Your continued use of Services provided by Initialism following the effective date will constitute binding acceptance of the Terms and agreement to be bound by the changes specified therein.

**Quotations:** Quotations are provided according to our understanding of the scope of the work. Initialism may provide the Client with a Quote.

Unless previously withdrawn, any Quote issued by us is valid for the period stated on the quote or where no period is so stated, at any time before the Services are

delivered regardless of whether an Order has been placed. We will notify the Client of any amendment as soon as practicable, at which point the amended Quote will be the estimate or Quote for the purposes of these terms and conditions. Prices in a Quote refer to the entire Services in a Quote and are subject to change by Initialism if only part of the Services set out in a Quote is then requested by the Client.

**Delivery of Services:** An indication of the time frame for the provision of the Services in a Quote is an estimate only and is not a fixed time frame. Subject to any obligations in respect of consumer guarantees under the Australian Consumer Law, this estimate is not binding upon Initialism. We will use reasonable endeavours to meet completion dates specified in any proposal or otherwise agreed. However you acknowledge that any completion dates are merely an estimate and we will not be held liable for any loss or damage suffered by you as a result of any failure to meet any completion dates and any reliance you have made on any estimated completion dates. At any stage of the provision of the Services we may require your sign off and final approval. You must not unreasonably withhold your sign off and final approval.

**Invoicing:** Initialism may, at its absolute discretion, issue an invoice to the Client in any one or more of the following ways:

- (a) Upon receipt of an Order from the Client, for the amount (or part thereof), for the Services ordered as set out in the Statement of Work or Service Packages, for an amount representing Initialism's usual charges for the Services as described in the Statement of Work;
- (b) During the course of the provision of the Services, where the provision of the Service extends over more than one month.
- (c) Upon completion of the provision of the Services; or
- (d) Any time thereafter, for any additional charges and any amount not previously invoiced.

**Payment:** Unless agreed separately, the following payment terms apply:

- (a) Unless otherwise stated all prices quoted by Initialism are Australian Dollars (AUD) and are net, exclusive of Goods and Services Tax (GST).
- (b) Every effort is made to ensure pricing on Initialism's website is current and correct. However, pricing is subject to change without notice. Should there be a discrepancy between the website pricing and Initialism's internal pricing, Initialism will notify the Client before proceeding with the work.
- (c) Any claim or dispute gives no right to the Client to

suspend or delay payment of the invoice to Initialism. If Initialism issues an invoice in accordance with this clause, then the Client must pay the invoice within 14 days of a valid tax invoice being issued to the Client.

- (d) If any invoice is due but unpaid, Initialism may withhold the provision of any further Services until overdue amounts are paid in full. Initialism may at its complete discretion apply any payment received from the Client to any amount owing by the Client to Initialism.
- (e) The Client is not entitled to retain any money owing to Initialism notwithstanding any default or alleged default by Initialism of these terms and conditions. Nothing in this clause affects the Client's rights for any alleged failure of a guarantee under the Australian Consumer Law.
- (f) The Client is to pay Initialism on demand interest at the rate of 10% per year on all overdue amounts owed by the Client to Initialism, calculated daily. All costs and expenses associated with collecting overdue amounts, including legal fees and internal costs and expenses of Initialism, are to be paid by the Client as a debt due and payable under these terms and conditions.
- (g) Initialism and the Client agree to comply with their obligations in relation to Goods and Services Tax (GST) under the A new Tax System (Goods and Services Tax) Act 1999 and any other applicable legislation governing GST. Payment is not deemed to have been made until Initialism receives cleared funds.
- (h) To the extent permissible at law, Initialism will charge a surcharge for payments made by credit card.

**Disclaimers:** Initialism will not be liable for any damages of any kind arising from the use of any third-party website accessed by the Client as part of the Services, including without limitation, direct, indirect, incidental, and punitive and consequential damages. Initialism makes no guarantee of any specific result from use of a third-party website. Initialism is not responsible for the products, services, actions, or failure to act of any third-party in connection with or referenced on any third-party website accessed by the Client as part of the Services.

**Limitation on liability:** Other than in respect of any rights under the Australian consumer law (including without limitation in respect of any consumer guarantee) or any other applicable law under which liability cannot be excluded or limited, in no event will initialism be liable to you for any indirect, consequential, exemplary, incidental, special or punitive damages, or for lost profits, revenues or business opportunities, even if Initialism has been advised of the possibility of such damages or if such loss, damage or expense is caused by act, omission or

negligence by Initialism or its related entities. Notwithstanding anything else contained in this Agreement Initialism's total liability to you or any third party concerning any claim relating to this Agreement or to the Service will not exceed the total fees actually paid by you to Initialism.

**No warranty:** Initialism is not liable for physical or financial injury, loss, or damage or for consequential loss or damage of any kind arising out of the provision of the Services or arising out of Initialism's negligence or in any way whatsoever. All other conditions and warranties, statutory or otherwise and whether express or implied, are hereby excluded to the fullest extent permitted by the applicable law, and no guarantee, other than that expressly herein contained and the statutory guarantee that cannot be excluded or limited under the applicable law, applies to the Service to which the guarantee relates, or any part thereof.

**Consumer guarantees:** Initialism's liability for a breach of a guarantee is under Div. 1 of Part 3-2 of Schedule 2 of the Competition and Consumer Act 2010 ("Australian Consumer Law") (other than section 51, 52 or 53) for the supply of Services not of a kind ordinarily acquired for personal, domestic or household use or consumption and is limited to:

- (a) the supplying of the services again; or
- (b) the payment of the cost of having the services supplied again.

Initialism's liability under s 275 of the Australian Consumer Law for the supply of Services not of a kind ordinarily acquired for personal, domestic, or household use or consumption is expressly limited to a liability to pay to the consumer an amount equal to:

- (a) the cost of replacing the Services; or
- (b) the cost of obtaining equivalent Services; whichever is the lowest amount.

**Client's disclaimer:** The Client agrees to disclaim any right to rescind or cancel the Contract or to claim for damages or restitution arising out of any alleged misrepresentation by any employee, agent, or representative of Initialism. The Client agrees and acknowledges that the Client buys the Services relying solely upon the Client's own skill, judgment, and evaluation of the Services. The Client agrees that Initialism shall not be liable to the extent permissible at law for technical advice or assistance given in good faith for which it is not contractually bound to provide.

**Intellectual property:** The copyright and all other intellectual property in the Services vested in Initialism shall remain vested in Initialism and shall not be used by the Client unless prior written consent of Initialism is obtained.

**Default by customer:** Each of the following occurrences constitutes an event of default:

- (a) the Client breaches or is alleged to have breached

these terms and conditions for any reason (including, but not limited to, defaulting on any payment due under these terms and conditions) and fails to remedy that breach within 14 days of being given notice by Initialism to do so; or

- (b) the Client purports to assign its rights under these terms and conditions without Initialism's prior written consent.

Where an event of default occurs, except where payment in full has been received by Initialism, Initialism may:

- (a) terminate these terms and conditions;
- (b) terminate any or all Orders and credit arrangements (if any) with the Client;
- (c) refuse to provide further Services;
- (d) retain (where applicable) all money paid by the Client on account of Services or otherwise.

In addition to any action permitted to be taken by Initialism as stated above, on the occurrence of an event of default all invoices will become immediately due and payable.

**Mediation:** If a Dispute arises out of or relates to this Agreement (the "Dispute") a party may not commence any court proceedings relating to the Dispute unless he or she has complied with this clause, except where the party seeks urgent interlocutory relief. A party claiming that a Dispute has arisen must give written notice to the other party specifying the nature of the Dispute. On receipt of that notice by the other party, the parties must endeavour to resolve the Dispute expeditiously using informal Dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.

If the parties do not agree within seven days of receipt of the notice referred to above (or such further period as agreed in writing by them) as to:

- (a) the Dispute resolution technique and procedures to be adopted;
- (b) the timetable of all steps in the proceedings; and
- (c) the selection and compensation of the independent person required for such technique

then the Dispute shall be submitted to mediation in accordance with, and subject to, The Resolution Institute Mediation Rules.

**Privacy:** The Client acknowledges that the Client has read and understood and is bound by the Privacy Policy of Initialism as published on Initialism's website and as amended from time to time.

In addition to our Privacy Policy, you authorise Initialism to collect, retain and use personal information about you for the purposes of:

- (a) processing payment for any services which you purchase from any party using the website;
- (b) provision of information to suppliers to enable performance under an approved Order; and
- (c) any other use that you authorise.

You have rights of access to and correction of the registration information and any other personal information that is held about you. Under the Privacy Act 1988 (Commonwealth), you may request access to, or correction of your personal information held by us subject to payment of reasonable charges for compliance with any request for access to or correction of personal information.

**General:**

**Waiver** - Any indulgence by one party to another or failure to enforce a provision shall not prejudice the rights of that party under this Agreement nor be deemed to be a novation hereof or a waiver of the party's rights against the other.

**Entire Agreement** - This Agreement constitutes the entire agreement between the parties and no representation, warranties or guarantees or other terms and conditions whether expressed or implied of whatever nature not contained or recorded in this Agreement have been made or agreed to.

**Jurisdiction** - This agreement is governed by and shall be interpreted in accordance with the laws from time to time enforced in the State of Victoria, Australia and each party hereby submits to the non-exclusive jurisdiction of the Courts of Victoria and any Court competent to hear appeals therefrom.

**Severance** - Notwithstanding termination of this agreement for any reason, all clauses of this agreement that are expressly intended to continue to be binding and enforceable shall continue to be binding and enforceable. In addition, all obligations to pay any sum due, keep Confidential Information confidential, and all other covenants shall continue to be fully binding and fully enforceable.

**Assignment** - Initialism may assign the Agreements or any part of them, and Initialism may delegate any of its obligations under the Agreements. You must not assign the Agreements or any part of them, nor transfer your rights under the Agreements, to any third party.