



Deloitte Risk Advisory Pty Ltd  
ACN 611 748 184  
Grosvenor Place  
225 George Street  
Sydney, NSW, 2000  
Australia

23/11/2020

Tel: +61 2 9322 7000

Ken Barton  
Crown Resort Limited  
Crown Towers  
8 Whiteman Street  
Southbank, Victoria, 3006

[www.deloitte.com.au](http://www.deloitte.com.au)

Dear Ken,

## Re: Phase 1 of Organisational Culture Review

Thank you for asking us to assist Crown Resorts Limited ("Crown" or "you") with this project. This letter and our standard terms and conditions (the "Terms") which are enclosed with this letter set out the basis on which we will provide our services to you.

### Our engagement

You have asked us to conduct an initial assessment of Crown's culture framework and previous work to define and embed the values of the business as the first stage of a broader organisational culture assessment (the "Services"). The Services we will perform are described in more detail in section 3 below.

The purpose of the Services is to provide an assessment of the current state of Crown's organisational culture framework maturity by reviewing documents and undertaking focused consultations to validate the information being reviewed (the "Purpose").

The scope of our engagement is limited to the matters set out in this letter. So that we can assist you effectively, please ensure that you are satisfied that the scope of our engagement and the Services we will provide are sufficient for your needs. If you wish to discuss this with us further, please let us know.

We understand that Anne Siegers will be the nominated contact and will instruct us on the project.



**MAKING AN  
IMPACT THAT  
MATTERS**

*since 1845*

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited ("DTTL"), its global network of member firms, and their related entities (collectively, the "Deloitte organisation"). DTTL (also referred to as "Deloitte Global") and each of its member firms and related entities are legally separate and independent entities, which cannot obligate or bind each other in respect of third parties. DTTL and each DTTL member firm and related entity is liable only for its own acts and omissions, and not those of each other. DTTL does not provide services to clients. Please see [www.deloitte.com/about](http://www.deloitte.com/about) to learn more.

Deloitte is a leading global provider of audit and assurance, consulting, financial advisory, risk advisory, tax and related services. Our global network of member firms and related entities in more than 150 countries and territories (collectively, the "Deloitte organisation") serves four out of five Fortune Global 500® companies. Learn how Deloitte's approximately 312,000 people make an impact that matters at [www.deloitte.com](http://www.deloitte.com).

#### Deloitte Asia Pacific

Deloitte Asia Pacific Limited is a company limited by guarantee and a member firm of DTTL. Members of Deloitte Asia Pacific Limited and their related entities, each of which are separate and independent legal entities, provide services from more than 100 cities across the region, including Auckland, Bangkok, Beijing, Hanoi, Hong Kong, Jakarta, Kuala Lumpur, Manila, Melbourne, Osaka, Seoul, Shanghai, Singapore, Sydney, Taipei and Tokyo.

#### Deloitte Australia

The Australian partnership of Deloitte Touche Tohmatsu is a member of Deloitte Asia Pacific Limited and the Deloitte organisation. As one of Australia's leading professional services firms, Deloitte Touche Tohmatsu and its affiliates provide audit, tax, consulting, risk advisory, and financial advisory services through approximately 8000 people across the country. Focused on the creation of value and growth, and known as an employer of choice for innovative human resources programs, we are dedicated to helping our clients and our people excel. For more information, please visit our web site at <https://www2.deloitte.com/au/en.html>.

Liability limited by a scheme approved under Professional Standards Legislation.  
Member of Deloitte Asia Pacific Limited and the Deloitte organisation.

©2020 Deloitte Risk Advisory, Deloitte Touche Tohmatsu

#### CONFIDENTIAL

This is a draft document. As it is a work in progress it may be incomplete, contain preliminary conclusions and may change. You must not rely on, disclose or refer to it in any document. We accept no duty of care or liability to you or any third party for any loss suffered in connection with the use of this document



## 1 Background

We understand that:

- Your objective is to undertake an initial assessment of the maturity of the organisational culture framework at Crown for the purpose of identifying current strengths, gaps and opportunities for improvement;
- This will be the first phase of a broader assessment of the organisational culture at Crown, which will be undertaken following the appointment of a new senior executive for People & Culture.

## 2 Our team

Victoria Whitaker is the Lead Engagement Partner, who is primarily responsible for the Services. Michael Williams, Partner, will support Victoria in delivering this project. Matthew Fraser, Partner, will act as the Quality Assurance partner for this engagement. Stephen Roche, Partner, is the Lead Client Service Partner with overall responsibility for the Services we provide to you, is also available as required.

Murray Lawson will be the Director responsible for delivering the project and working with your team.

## 3 Our services

There are four phases in our proposed project. You have asked us to deliver phases 1 immediately, with phase 2-4 to be delivered at an appropriate time in the future. In delivering this project we will:

| Phase 1:<br>Current state of culture measurement framework  | Phase 2:<br>Revise culture framework and conduct measurement  | Phase 3:<br>Derive the insights  | Phase 4:<br>Define the target culture state & roadmap   |
|---|---|--|---|
| <ul style="list-style-type: none"> <li>• Artefact review</li> <li>• Establish existing culture data</li> <li>• Stakeholder mapping</li> </ul> | <ul style="list-style-type: none"> <li>• Identify key focus areas</li> <li>• Data collection &amp; analysis tools</li> <li>• Plan field work approach</li> <li>• Survey</li> <li>• Focus groups &amp; interviews</li> </ul> | <ul style="list-style-type: none"> <li>• Obtain and collate data</li> <li>• Survey analysis</li> <li>• Interview and focus group analysis</li> <li>• Consolidated analysis</li> <li>• Reporting</li> </ul> | <ul style="list-style-type: none"> <li>• Leading practice review</li> <li>• Establishing leaders' expectations</li> <li>• Target Culture distillation</li> <li>• Conduct gap assessment</li> <li>• Roadmap</li> <li>• Final report</li> </ul> |

You have asked that this letter of engagement focus on Phase 1 of this project including:

### Phase 1: Current state of culture measurement framework

|                       |   |
|-----------------------|---|
| Project Establishment | <ul style="list-style-type: none"> <li>• Workshop with risk and human resources executive to establish project governance and management, define focus areas and understand current approaches to culture.</li> </ul>   |
| Artefact review       | <ul style="list-style-type: none"> <li>• Review documents and artefacts to understand aspirational culture and determine the possible universe of indicators to evaluate culture</li> <li>• Validate material contained in the artefacts through key stakeholder interviews</li> <li>• Draft report of artefact review</li> </ul> |



Identify and validate existing culture indicators

- Identified existing culture indicators, determine their validity, reliability, form, frequency, ownership and location within the organisation
- Determine the most effective means of accessing and collecting the data, limitations and any privacy or data use restrictions

We will provide our Work on the following assumptions and conditions. These are in addition to any assumptions or conditions which may be included in our Work:

- Our Work will be based on the Information provided to us;
- We will assume that the Information provided is true, correct and complete and not misleading. If the Information is untrue, incorrect, incomplete or misleading then our Work may be incorrect or inappropriate for you;
- We will not audit or otherwise test or verify the information given to us in the course of the Services;
- We will engage with your appointed internal project lead (Project Whip) and Steering Committee throughout the process and anticipate receiving relevant data and insights as per project workplan agreed upon during project kick-off and planning;
- Deloitte works 7.5-hour days, and do not work on public holidays. Deloitte will be closed for a 2-week period over Christmas and New Year and will not be available for delivery during this period;
- We have defined protocols for report finalisation and validation of our observations and factual findings including protocols for assessing and documenting the rationale for any changes to recommendations that may arise during Crown's review of our draft report;
- Crown stakeholders will review and sign-off deliverables within a reasonable period of time. If no comments are provided, it is assumed that the deliverable has been reviewed and accepted and no further improvements are to be made before acceptance;
- Our Partners and staff have professional obligations in responding to actual or suspected non-compliance with laws and regulations (NOCLAR). Our registered psychologists also have reporting requirements under AHPRA regulation. We will agree with you at the outset how any revelations of illegal activity or personal harm will be dealt with through this project.
- This engagement is not intended to be an appointment of Victoria Whitaker or Michael Williams, or any other Deloitte team member, as an expert witness. This means that our work may not comply with any regulatory rules relating to the appointment of an expert witness; or be appropriate for the purposes of an expert witness appointment;
- We may be subject to a summons, subpoena or request to produce our files in relation to this engagement from someone else, including a regulator. Where the law allows it, we will tell you about any such request before we produce any files. However, our work in meeting these requests does not form part of the scope of work in relation to this engagement. Accordingly, you agree to indemnify us for any reasonable costs or expense we incur in complying with any subpoena or request or request to produce our files or to provide evidence in respect of our Work. We will advise you as soon as we are able of any additional fees that might be required to prepare for and respond to these types of requests;



- Crown may want to include our work or reference to our work in communications with any or other party. We agree to Ashurst and Crown doing this provided you first provide us with consent of any references to our work and provide us with the wording to review the context. You acknowledge that we do not accept or assume responsibility to anyone other than Crown for our work or for any reliance which may be placed on our work by any party, including any regulator, tribunal or inquiry.
- As noted in section 9 of the attached Terms, our Work is for your exclusive use and must be used only by you and only for the Purpose. We accept no responsibility to anyone (apart from you) who is provided with or obtains a copy of our Work without our written agreement. We reserve the right to include in our Work a statement limiting the use to which the report may be put, any limitations on the scope of the Services performed and setting out the respective responsibilities of Crown and Deloitte; and
- If these assumptions are wrong or the circumstances change then we may need to change the scope of the services, vary the fees or extend the timeframes for completion.

The scope of our engagement is limited to the tasks set out above. If the scope or the Services do not meet your needs, please let us know so that we can vary this letter and our fees accordingly.

#### 4 Our Work

We will provide you with the following Outputs as part of the Services:

1. Report reviewing the design effectiveness of the current framework for culture.

Any Work we provide to you may be used only by you for the Purpose and in the manner described in the Terms.

#### 5 Your responsibilities

In addition to the responsibilities which are described in the Terms you are responsible for:

- You acknowledge that our ability to deliver the Services is dependent on you meeting your responsibilities, as well as you providing us with instructions and making timely decisions.
- All nominated Crown executive members and key stakeholders will support engagement activities for the duration of the engagement and Crown stakeholders will be available to meet within the required timeframes.
- Decisions required from Crown will be made in a timely manner and not adversely impact the critical path, key delivery milestones, or activities, outlined in our approach section of this proposal.
- Crown will be responsible for scheduling and hosting (when done in person) the internal interviews.
- Crown will ensure that all relevant documentation requested is available to Deloitte for review.
- Crown will provide sufficient resources to deliver upon their obligations within this project.

#### 6 Our Fees

##### (a) Fees

This proposal is offered to you on a time and materials basis. We estimate that our fee for the Services (excluding expenses and GST) will be \$60-70,000.



This fee is based on the assumptions set out above. If you require us to provide additional services, please let us know and we can provide you with an indication of the likely fees involved.

**(b) Expenses**

Due to COVID travel restrictions, we do not anticipate incurring additional expenses in the course of delivering this engagement. However, should travel become possible we will agree any travel expenses and disbursements with you in writing prior to them being incurred. We do not anticipate any other expenses.

**7 Billing**

We will issue invoices to you at the end of each month. Our invoices will be addressed to and paid by Crown Resorts Limited, unless you tell us otherwise.

**8 Timing**

We will progress with of this project immediately, with the timing of further culture assessment to follow once key executive appointments have been finalized.

**9 Potential impact of COVID-19**

We each acknowledge that there is potential for business disruption resulting from the COVID-19 virus and that it is impossible to foresee how it will develop or the containment measures which may be imposed. We therefore agree that all commitments as to timing in relation to our work are tentative only. This limitation prevails over any commitments as to timing in relation to our work made during the currency of the COVID-19 virus epidemic.

Due to the current COVID-19 situation, you understand and agree that these Services shall be performed remotely. Remote access to documentation will be made available. Virtual conferencing will be used, and Crown personnel will be actively engaged in these meetings.

**10 Acceptance**

Please confirm that you agree to these terms by signing, dating and returning the enclosed copy of this letter to us.

Please contact me if you would like to discuss this letter and the terms of engagement with us.

We look forward to working with you.

Yours sincerely

Personal Information

**Victoria Whitaker**  
Partner, Risk Advisory



Crown Resorts Limited agrees to the terms of this Agreement. Signed for and on behalf of Crown Resorts Limited by its duly authorised representative:

Personal Information

Signature KEN BARTON

Name CEO

Title 24/11/20.

Date