RMS / Us

<table>
<thead>
<tr>
<th>Roads and Maritime Services (ABN 76 236 371 088)</th>
</tr>
</thead>
<tbody>
<tr>
<td>101 Miller Street, North Sydney, NSW 2060, Australia</td>
</tr>
<tr>
<td>Attention: Emma Davies, Roads and Maritime Services</td>
</tr>
</tbody>
</table>

Recipient / You

<table>
<thead>
<tr>
<th>Recipient Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACN &amp; ABN:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Attention:</td>
</tr>
</tbody>
</table>

Approved Purpose (see clause 2.1)

<table>
<thead>
<tr>
<th>Solely for the purposes of the Recipient:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Participating in any industry briefing that RMS provides;</td>
</tr>
<tr>
<td>2. Preparing its response to the invitation to submit an expression of interest;</td>
</tr>
<tr>
<td>3. If applicable, preparing its tender in response to the request for tenders; and</td>
</tr>
<tr>
<td>4. If applicable, entering into contractual arrangements with RMS,</td>
</tr>
<tr>
<td>for The Northern Road Upgrade - Stage 3 North (Project).</td>
</tr>
</tbody>
</table>

Date

| Signed, Sealed and Delivered as a Deed Poll on the day of 2015 |

[Use if Recipient is a company incorporated in Australia executing under section 127 of the Corporations Act.]

Signed, sealed and delivered as a deed poll by the Recipient in accordance with section 127 of the Corporations Act:

<table>
<thead>
<tr>
<th>Signature of Director:</th>
<th>Signature of 2nd Director / Secretary:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
</tbody>
</table>

[Use if Recipient is a company incorporated in Australia or foreign corporation executing under power of attorney.]

Signed, sealed and delivered as a deed poll for and on behalf of the Recipient in the presence of:

<table>
<thead>
<tr>
<th>Signature of Witness:</th>
<th>Signature of Attorney:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
</tbody>
</table>

The Attorney warrants and represents that he or she is duly authorised to execute as attorney for the Recipient and has received no notice revoking the power of attorney appointing him or her.

[Use if Recipient is a foreign corporation not executing under power of attorney.]

Signed, sealed and delivered as a deed poll for and on behalf of the Recipient in the presence of:

<table>
<thead>
<tr>
<th>Signature of Witness:</th>
<th>Signature of Authorised Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
</tbody>
</table>

The signatory warrants and represents that he or she is duly authorised to execute on behalf of the Recipient.
RMS Confidentiality and Disclaimer

Deed Poll

You solemnly promise by entering into this Deed Poll that you will:

(a) do, or ensure they are done, the things you promise and must do; and

(b) not do, or permit to be done, the things you promise not to and must not do,

under this Deed Poll.

1 What is Confidential Information?

1.1 In this Deed Poll, Confidential Information means information which you obtain from us or our representatives in connection with the Approved Purpose (whether or not recorded in any form and including where obtained through the Data Room). It also includes all information relating to our business policies, plans, strategies, financial details, proposals, systems, ideas, methods, know-how and intellectual property. It also includes information directly or indirectly derived from that information (including any expression of interest, tender or other document that you produce in connection with the Approved Purpose).

1.2 It does not include information which:

(a) is in or becomes part of the public domain (unless information is in or becomes part of the public domain because it has been disclosed without our consent);

(b) was already lawfully known to you on a non-confidential basis;

(c) is provided to you by another person who is in possession of it lawfully and can disclose it to you on a non-confidential basis; or

(d) is independently developed by you without access to the Confidential Information.

2 Your use of Confidential Information

2.1 You must use the Confidential Information solely for the Approved Purpose. You must not use it for any other purpose, or allow any other person to do so, without our written consent.

2.2 Except as expressly permitted by clauses 2.3 and 2.4, you must not disclose the Confidential Information to any other person without our prior written consent.

2.3 You may disclose the Confidential Information to your employees and contractors, but only on a strict need-to-know basis for the Approved Purpose.

2.4 You may disclose the Confidential Information as strictly required by law, but you promise to inform us first and seek to limit the terms of that disclosure in any manner we reasonably request.

2.5 If you disclose Confidential Information under clause 2.2 or 2.3, you remain responsible to us for the recipient’s actions and promise to:

(a) before making the disclosure, expressly inform the recipient that the Confidential Information is confidential to us;

(b) before making the disclosure, ensure the recipient owes you legally enforceable confidentiality obligations no less onerous than this Deed Poll;

(c) ensure the recipient complies with such confidentiality obligations; and

(d) if at any time required by us, obtain a confidentiality undertaking from the recipient in our favour in the form of an Individual Deed Poll (for an individual) or on the same terms as this Deed Poll (in all other cases).

2.6 You promise to take reasonable steps to protect the Confidential Information and keep it secure from unauthorised access.

2.7 You promise to inform us as soon as possible if:

(a) you become aware or suspect that there has been any unauthorised disclosure or use; or

(b) you are required to disclose the Confidential Information by law.

2.8 You must return or destroy (at our option) the Confidential Information and all copies of it when you no longer require it for the Approved Purpose or on our earlier request.

3 Access to Data Room

3.1 You acknowledge and agree that you will receive access to the Data Room in accordance with, and subject to, this Deed Poll during the period set out in the Data Room Interaction Rules or as otherwise determined by us.

3.2 We may, in our discretion, withdraw or limit access to the Data Room at any time and for any reason, including where you fail to comply with an obligation under this Deed Poll. Access to the Data Room will otherwise automatically cease if you are not selected to submit a tender for the Project.

3.3 You acknowledge and agree that access to the Data Room for you and any person working with you in relation to the Approved Purpose (such as a consortium and joint venture member) will be restricted to a maximum of 2 individuals (“Data Room Representatives”),

3.4 The initial Data Room Representatives are specified in Schedule 1. You may change a Data Room Representative with our written consent. Requests to change a Data Room Representative must be made in writing to the RMS Representative under the Data Room Interaction Rules.

3.5 You promise to have each Data Room Representative execute an Individual Deed Poll and give us an original copy of each executed Individual Deed Poll. A Data Room Representative will not receive access to the Data Room until we have received a scanned copy of the Individual Deed Poll executed by them and a scanned copy of this Deed Poll executed by you. We may withdraw or limit access to the Data Room if original hard copies are not promptly provided to us.

3.6 You promise to ensure each Data Room Representative complies with the Individual Deed Poll executed by them and to immediately notify us if:

(a) you become aware or suspect that a person other than a Data Room Representative has access to the Data Room;

(b) you become aware or suspect that a Data Room Representative’s username and password are known to any other person; or

(c) a Data Room Representative ceases to be involved in the Approved Purpose.

4 Conditions of Data Room access

4.1 You acknowledge and agree that the Data Room Representative’s access to the Data Room will be subject to:
4.3 You acknowledge and agree that:
(a) access to the Data Room may not be available from time to time, including because we decide to withdraw or limit access, or due to software, hardware, equipment or communication system maintenance, error, malfunction or failure;
(b) you access and use the Data Room at your own risk, and we are not liable or responsible to you for any cost, liability, loss or damage incurred or suffered as a result of any delay in accessing or inability to access the Data Room (including because the Data Room is not available), or any computer virus or other malicious software transmitted as a result of accessing the Data Room.

4.4 You acknowledge and agree that we, and others authorised by us, may collect, use and disclose information about the access to and use of the Data Room by you and the Data Room Representatives. You consent, and promise to ensure the Data Room Representatives consent, to such collection, use and disclosure.

5 No reliance on any information we provide

5.1 You promise that:
(a) you will prepare any expression of interest or tender and enter into any contract with us with respect to the Project based on your own investigations, interpretations, deductions, information and determinations including (without limitation) your own independent evaluation of the accuracy, adequacy, suitability and completeness of any RMS Information; and
(b) you will not in any way rely upon the accuracy, adequacy, suitability or completeness of any RMS Information, for the purposes of preparing any expression of interest or tender or entering into any contract with us with respect to the Project.

5.2 You acknowledge and agree that:
(a) we have no obligation to check or ensure the RMS Information remains current or to keep the RMS Information updated; and
(b) any forecasts or projections contained in the RMS Information relate to unknown future matters and we do not warrant they will be achieved.

5.3 As between you and us, RMS Information, and all copyright and other intellectual property rights in the RMS Information, always remains our property. This Deed Poll does not give you any right, title or interest in it.

6 Our reliance on this Deed Poll

6.1 You acknowledge and promise that if we accept any expression of interest or tender:
(a) we will be doing so and we will be entering into any contract with respect to the Project in reliance upon the acknowledgments and warranties contained in this Deed Poll; and
(b) we will not be liable to you for any claims (to the extent permitted by law), arising out of or in any way in connection with:
(c) the provision of, or the purported reliance upon, or use of, RMS Information by you or any other person associated with any expression of interest or tender to whom the RMS Information is disclosed by you; or
(d) a failure by us to provide any information to you.

7 Release and indemnity

7.1 You irrevocably release and indemnify us from and against:
(a) any claim against us by, or liability of us to, any person; and
(b) (without being limited by paragraph (a)) any costs, liability, losses or damages suffered or incurred by us, arising out of or in connection with:
(c) the provision of, or the purported reliance upon, or use of, RMS Information by you or any other person to whom RMS Information is disclosed by you; or
(d) RMS Information being relied upon, or otherwise being used in the preparation of any information or document, including any information or document which is "misleading or deceptive" or "false and misleading", by you or any other person to whom RMS Information is disclosed by you.

7.2 You irrevocably release and indemnify us from and against any and all claims, liability, costs, charges, expenses or loss arising directly or indirectly out of or in connection with:
(a) any breach by you of this Deed Poll;
(b) any breach by the relevant individual of an Individual Deed Poll required by this Deed Poll; or
(c) any act or omission by any of your representatives which, if done or omitted to be done by you, would be a breach of your obligations under this Deed Poll.

8 Injunction

You acknowledge and agree that damages are not a sufficient remedy for us for any breach of this Deed Poll and that we are entitled to specific performance and injunctive relief.

9 General

9.1 This Deed Poll supersedes all other discussions, representations and statements about its subject matter.
9.2 This Deed Poll may be varied or waived only if we both agree in writing.

9.3 You promise not to assign, novate or terminate this Deed Poll without our prior written consent.

9.4 If we do not exercise a right at any time in connection with a default under this Deed Poll, this does not mean that we have waived the right or cannot exercise it later.

10 Privacy
If any Personal Information is disclosed to you by us or on our behalf, you promise not to use or disclose it except for the Approved Purpose; and that you will notify us of any request for access to that information. You promise to also comply with any reasonable direction which we give you relating to our obligations under Privacy Laws.

11 Governing law
The laws of New South Wales, Australia, govern this Deed Poll and you submit to the non-exclusive jurisdiction of the courts of that place.

12 End of this Deed Poll
This Deed Poll ends when:

(a) we notify you in writing it ends;

(b) it is replaced by a later Deed Poll or agreement which protects the Confidential Information to the same or similar degree; or

(c) the Confidential Information is no longer confidential (but not through a breach by you or anyone you have disclosed it to).

13 Definitions
In this Deed Poll, unless the contrary intention appears:

Approved Purpose means the purpose described on the front page of this Deed Poll.

Confidential Information has the meaning as described in clause 1 of this Deed Poll.

Data Room means the electronic data room and question and answer facility arranged by us for the Project, which will contain documents, data, requests for clarification, questions, answers and other information relevant to the Project.

Data Room Interaction Rules means the document containing rules relating to the access to and use of the Data Room, as provided by us or on our behalf from time to time.
## Schedule 1 – Initial Data Room Representatives

<table>
<thead>
<tr>
<th>No.</th>
<th>Full Name</th>
<th>Company</th>
<th>Email Address</th>
<th>Daytime Contact Number</th>
<th>Mobile Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Schedule 2 – Individual Deed Poll**

<table>
<thead>
<tr>
<th>RMS / Us</th>
<th>Roads and Maritime Services (ABN 76 236 371 088)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>101 Miller Street, North Sydney, NSW 2060, Australia</td>
</tr>
<tr>
<td></td>
<td><strong>Attention:</strong> Emma Davies, Roads and Maritime Services</td>
</tr>
<tr>
<td>Individual / You</td>
<td><strong>Individual Name:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td>Recipient</td>
<td><strong>Recipient Name:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>ACN &amp; ABN:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td>Approved Purpose</td>
<td><strong>Solely for the purposes of the Recipient:</strong></td>
</tr>
<tr>
<td>(see clause 2.1)</td>
<td>1. Participating in any industry briefing that RMS provides;</td>
</tr>
<tr>
<td></td>
<td>2. Preparing its response to the invitation to submit an expression of interest;</td>
</tr>
<tr>
<td></td>
<td>3. If applicable, preparing its tender in response to the request for tenders; and</td>
</tr>
<tr>
<td></td>
<td>4. If applicable, entering into contractual arrangements with RMS,</td>
</tr>
<tr>
<td></td>
<td>for The Northern Road Upgrade - Stage 3 North (<strong>Project</strong>).</td>
</tr>
<tr>
<td>Date</td>
<td><strong>Signed, Sealed and Delivered as a Deed Poll on the day of 2015</strong></td>
</tr>
</tbody>
</table>

**Signed, sealed and delivered as a deed poll by the Individual in the presence of:**

<table>
<thead>
<tr>
<th>Signature of Witness:</th>
<th>Signature of Individual:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RMS Confidentiality and Disclaimer
Deed Poll

You solemnly promise by entering into this Deed Poll that you will:
(a) do, or ensure they are done, the things you promise and must do; and
(b) not do, or permit to be done, the things you promise not to and must not do,
under this Deed Poll.

1 What is Confidential Information?

1.1 In this Deed Poll, Confidential Information means information
which the Recipient obtains from us or our representatives in connection with the Approved Purpose
(whether or not recorded in any form and including where obtained
through the Data Room). It also includes all information relating to
our business policies, plans, strategies, financial details, proposals, systems, ideas, methods,
know-how and intellectual property. It also includes
information directly or indirectly
derived from that information
(including any expression of
interest, tender or other document
that the Recipient produces in
connection with the Approved Purpose).

1.2 It does not include information which:
(a) is in or becomes part of the
public domain (unless
information is in or becomes
part of the public domain
because it has been disclosed
without our consent);
(b) was already lawfully known to the Recipient on a non-
confidential basis;
(c) is provided to the Recipient by
another person who is in
possession of it lawfully and
can disclose it to the Recipient
on a non-confidential basis; or
(d) is independently developed by the
Recipient without access to the
Confidential Information.

2 Your use of Confidential Information

2.1 You must use the Confidential Information solely for
the Approved Purpose. You must not use it for any other purpose without
our written consent.

2.2 Except as expressly permitted by clauses 2.3 and 2.4, you must not disclose the Confidential
Information to any other person
without our prior written consent.

2.3 You may disclose the Confidential Information to the Recipient, its employees and contractors, but only
on a strict need-to-know basis for the Approved Purpose.

2.4 You may disclose the Confidential Information as strictly required by law, but you promise to inform us
first and seek to limit the terms of
that disclosure in any manner we reasonably request.

2.5 You must only disclose Confidential Information under clause 2.2 or 2.3 (other than to the Recipient) if:
(a) you expressly inform the recipient that it is confidential to;
(b) the recipient owes the Recipient legally enforceable confidentiality obligations no less onerous than the
Confidentiality and Disclaimer Deed Poll; and
(c) if it has been required by us, the Recipient has obtained a confidentiality undertaking from the recipient in our
favour in accordance with the Confidentiality and Disclaimer Deed Poll.

2.6 You promise to take reasonable steps to protect the Confidential Information and keep it secure from
unauthorised access.

2.7 You promise to inform us as soon as possible if:
(a) you become aware or suspect that there has been any
unauthorised disclosure or use; or
(b) you are required to disclose the Confidential Information by
law.

2.8 You must return or destroy (at our
option) the Confidential Information and all copies of it
when you no longer require it for the Approved Purpose or on our earlier request.

3 Access to Data Room

3.1 This clause 3 only applies where you receive access to the Data Room.

3.2 You acknowledge and agree that your access to the Data Room is subject to this Deed Poll and will be
limited to the period set out in the Data Room Interaction Rules or as otherwise determined by us.

3.3 We may, in our discretion, withdraw or limit your access to the Data Room at any time and for any
reason, including where you fail to
comply with an obligation under this Deed Poll. Your access to the Data Room will otherwise
automatically cease if the Recipient
is not selected to submit a tender for the Project.

3.4 You will not receive access to the Data Room until we have received
a scanned copy of this Deed Poll
executed by you and a scanned
copy of the Confidentiality and
Disclaimer Deed Poll executed by the Recipient. We may withdraw or limit
access to the Data Room if original hard copies are not promptly provided to us.

3.5 You promise to:
(a) ensure your username and password are not disclosed to or known to any person;
(b) immediately notify us if you become aware or suspect that your username and password
are known to any other person; and
(c) immediately notify us if you cease to be involved in the Approved Purpose.

3.6 You acknowledge and agree that
your access to the Data Room will be subject to:
(a) the terms of this Deed Poll, the Confidentiality and Disclaimer
Deed Poll and the Data Room
Interaction Rules; and
(b) any other terms for the access
to and use of the Data Room
provided by us from time to
time (including where
provided through the Data Room).

3.7 You promise to comply with the
terms referred to in clause 3.5 at all
times and check the Data Room for
any changes to such terms or new
terms each time you access the Data
Room.

3.8 You acknowledge and agree that:
(a) access to the Data Room may
not be available from time to
time, including because we
decide to withdraw or limit access, or due to software,
hardware, equipment or
communication system
maintenance, error, malfunction or failure;
(b) we are not responsible for the
operation of any software,
hardware, equipment or
communication system that is used to access the Data Room, including the cost, compatibility and functionality of the software, hardware, equipment or communication system; and

(c) you access and use the Data Room at your own risk, and we are not liable or responsible to you for any cost, liability, loss or damage incurred or suffered as a result of any delay in accessing or inability to access the Data Room (including because the Data Room is not available), or any computer virus or other malicious software transmitted as a result of accessing the Data Room.

You acknowledge and agree that we, and others authorised by us, may collect, use and disclose information about the access to and use of the Data Room by you. You consent to such collection, use and disclosure.

4 No reliance on any information we provide

4.1 You promise that:

(a) you will carry out work relating to the Approved Purpose (including preparing any expression of interest or tender of the Recipient) based on your own investigations, interpretations, deductions, information and determinations including (without limitation) your own independent evaluation of the accuracy, adequacy, suitability and completeness of any RMS Information; and

(b) you will not in any way rely upon the accuracy, adequacy, suitability or completeness of any RMS Information, for the purposes of carrying out work relating to the Approved Purpose (including preparing any expression of interest or tender of the Recipient).

4.2 You acknowledge and agree that:

(a) we have no obligation to check or ensure the RMS Information remains current or to keep the RMS Information updated; and

(b) any forecasts or projections contained in the RMS Information relate to unknown future matters and we do not warrant they will be achieved.

4.3 As between you and us, RMS Information, and all copyright and other intellectual property rights in the RMS Information, always remains our property. This Deed Poll does not give you any right, title or interest in it.

5 Injunction

You acknowledge and agree that damages are not a sufficient remedy for us for any breach of this Deed Poll and that we are entitled to specific performance and injunctive relief.

6 General

6.1 This Deed Poll supersedes all other discussions, representations and statements about its subject matter.

6.2 This Deed Poll may be varied or waived only if we both agree in writing.

6.3 You promise not to assign, novate or terminate this Deed Poll without our prior written consent.

6.4 If we do not exercise a right at any time in connection with a default under this Deed Poll, this does not mean that we have waived the right or cannot exercise it later.

7 Privacy

If you receive any Personal Information disclosed to the Recipient by us or on our behalf, you promise not to use or disclose it except for the Approved Purpose; and that you will notify us of any request for access to that information. You promise to also comply with any reasonable direction which we give you relating to our obligations under Privacy Laws.

8 Governing law

The laws of New South Wales, Australia, govern this Deed Poll and you submit to the non-exclusive jurisdiction of the courts of that place.

9 End of this Deed Poll

This Deed Poll ends when:

(a) we notify you in writing it ends;

(b) it is replaced by a later Deed Poll or agreement which protects the Confidential Information to the same or similar degree; or

(c) the Confidential Information is no longer confidential (but not through a breach by you or anyone you have disclosed it to).

10 Definitions

In this Deed Poll, unless the contrary intention appears:

Approved Purpose means the purpose described on the front page of this Deed Poll.

Confidential Information has the meaning as described in clause 1 of this Deed Poll.

Confidentiality and Disclaimer Deed Poll means the deed poll entitled “Confidentiality and Disclaimer Deed Poll” executed by the Recipient in favour of us in relation to the Project.

Data Room means the electronic data room and question and answer facility arranged by us for the Project, which will contain documents, data, requests for clarification, questions, answers and other information relevant to the Project.

Data Room Interaction Rules means the document containing rules relating to the access to and use of the Data Room, as provided to the Recipient or you by us or on our behalf from time to time.

Personal Information has the same meaning as in the Privacy Laws.

Privacy Laws means the Privacy & Personal Information Protection Act 1998 (NSW) or any other law regulating our use of information we collect about individuals.

Project means the project identified on the front page of this Deed Poll.

Recipient means the person named on the front page of this Deed Poll as the Recipient.

RMS Information means any information made available by us or on our behalf (including but not limited to Confidential Information) in connection with the Approved Purpose or the Project (including where made available through the Data Room).

we and us and our means Roads and Maritime Services.

you and your means the person named on the front page of this Deed Poll as the Individual.