



**Adapt.** Chart new markets.

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## **POWER OF ATTORNEY**

granted by

**BLUE OCEAN LAW GROUP PTY LTD**

(ACN 618 974 879)

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## Parties

<b>Principal</b>	<b>Blue Ocean Law Group Pty Ltd</b> (ACN 618 974 879) Address: C/- Work Club, Level 8, 99 Elizabeth Street, Sydney NSW 2000 Fax: +61 (0) 2 94750075 Email: <a href="mailto:ahoy@blueocean.law">ahoy@blueocean.law</a>  (the <i>Principal</i> )
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## Recitals

The Principal hereby appoints the Attorney as an attorney of the Principal in accordance with the terms of this deed poll.

## Operative provisions

### 1. Definitions and interpretation

#### Definitions

1.1 The following definitions apply in this deed poll:

**Attorney** means the person named in Schedule 1.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks in the Relevant State are open for business.

**Claim** means any claim, complaint, demand, proceeding, suit, litigation, action, cause of action or other legal recourse (whether in contract, tort, under statute or otherwise).

**Commencement Date** means the date of this deed poll.

**Documents** means all documents related to the Transaction.

**Governmental Agency** means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

**GST** has the same meaning given to that expression in the GST Law.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time.

**GST Law** has the same meaning given to that expression in the GST Act.

**Liability** includes a present, prospective, future or contingent liability.

**Loss** means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other Liability of any kind or character (including any direct, indirect, special or consequential losses, loss of profit and/or loss of reputation) that a party pays, suffers or incurs or is liable for, including all:

- (a) Liabilities on account of Tax;
- (b) interest, penalties and other amounts payable to third parties;
- (c) legal and other professional fees and expenses (on a full indemnity basis) and other costs incurred in connection with investigating, defending or settling any Claim, whether or not resulting in any Liability; and
- (d) all amounts paid in settlement of any Claim.

**Relevant State** means the state or territory in which the location set out as the address of the Principal on page 3 of this deed poll is situated.

**Stamp Duty** means any stamp, transaction or registration duty or similar charge imposed by any Governmental Agency and includes any interest, fine, penalty, charge or other amount in respect of the above.

**Tax or Taxation** means:

- (a) any tax, levy, impost, deduction, charge, rate, compulsory loan, withholding or duty by whatever name called, levied, imposed or assessed under the Tax Acts or any other statute, ordinance or law by any Governmental Agency (including profits tax, property tax, interest tax, income tax, tax related to capital gains, tax related to the franking of dividends, bank account debits tax, fringe benefits tax, sales tax, payroll tax, superannuation guarantee charge, group or Pay as You Go withholding tax and land tax);
- (b) unless the context otherwise requires, Stamp Duty and GST; and
- (c) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above.

**Tax Acts** means the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).

**Transaction** means the transaction described in Schedule 2.

## **Interpretation**

1.2 The following rules of interpretation apply in this deed poll unless the context requires otherwise:

- (a) headings in this deed poll are for convenience only and do not affect its interpretation or construction;
- (b) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (c) a reference to a document (including this deed poll) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;

- (d) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this deed poll;
- (e) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (f) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Governmental Agency and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
- (g) a reference to writing includes any communication sent by post, facsimile or email;
- (h) a reference to time refers to time in the Relevant State, and time is of the essence;
- (i) the meaning of general words is not limited by specific examples introduced by "*include*", "*includes*", "*including*", "*for example*", "*in particular*", "*such as*" or similar expressions;
- (j) a reference to any thing is a reference to the whole and each part of it;
- (k) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (l) words in the singular include the plural and vice versa; and
- (m) a reference to one gender includes a reference to the other genders.

## **2. Appointment**

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### **Attorney appointed**

- 2.1 The Principal hereby appoints the Attorney as an attorney of the Principal in accordance with the terms of this deed poll.

### **Duration of appointment**

- 2.2 The appointment of the Attorney pursuant to clause 2.1:
- (a) commences on and from the Commencement Date; and
  - (b) continues indefinitely unless and until it is revoked by the Principal pursuant to clause 2.3.

### **Revocation of appointment**

- 2.3 The Principal may revoke any or all of the powers conferred on the Attorney pursuant to this deed poll by notice to the Attorney at any time.

## **3. Powers**

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### **Grant of powers**

- 3.1 The Attorney is hereby granted the power to do any or all of the following in the Principal's name or in its own name as the act of the Principal, subject to the terms and conditions of this deed poll: