

SITE MEMBERSHIP TERMS & CONDITIONS (v1.0 23 August12)

TO: MACONOCHIE & ASSOCIATES*
BY: SITE MEMBER APPLICANT

1. Membership

In consideration of a User being authorised as a Member of the Site ("**Membership**"), the User accepts these Terms and Conditions ("**Terms and Conditions**") by clicking the "I accept" button on the Membership application.

***Maconochie & Associates** means Maconochie & Associates Pty Ltd ACN 159 773 921, Registered Office: Suite 603, Level 6, 37 Bligh Street, SYDNEY NSW 2000.

"M&A" means Maconochie & Associates

"Member" is a User who has been granted password access [Refer: Password Access Sub menu of the Membership Menu] to the password protected sections of the Site. A Member may also be authorised to access the content of the ancillary Intralinks password protected secure data exchange which is an ancillary part of the Site provided by Intralinks, Inc.

"Site" means the M&A website which includes the Intralinks secure data exchange.

"User" means a person who has Registered on the Site as a registered user and who has primary access to the Site

2. Terms and Conditions

These Terms and Conditions may be modified at any time upon posting on the Site of the modified Terms and Conditions, which will become effective immediately. The most recent version of these terms at any time can be viewed at any time by clicking on Membership Terms and Conditions. The Site is also governed by our Privacy Policy and Terms of Use.

3. Confidential and Proprietary Information

The Site's Infrastructure menu and Intralinks data exchange contain content which is Confidential and Proprietary Information of M&A in connection with major infrastructure financing ("**Content**") Through Membership, you will have access to the Content. You do not have any ownership interest in the Content or any improvements, modifications or enhancements to it.

Content is "**Confidential and Proprietary Information**" which is not in the public domain or which is in the public domain as a result of a breach of these Terms and Conditions or any deed or agreement with similar or equivalent terms and conditions and includes **Derived Information**, but **does not include** information that:

- (i) could be readily inferred from publicly available information
- (ii) was already in the Member's possession at the time it was first disclosed to the Member, provided it had been obtained lawfully; or is derived by the Member independently of and without reference to the Content.

Content is and will continue to be the intellectual property of M&A whose rights are protected at law. You acknowledge and agree that the M&A owns the Content and that nothing will be construed to transfer or licence any of M&A's proprietary or intellectual property rights to the Member.

"Derived Information" means all notes, calculations, memos, reports, conclusions, summaries, computer models, records, copies, reproductions, recordings and any material derived or made partly or wholly from any of the Content to the extent so derived.

4. Safeguarding the Content

The Member acknowledges:

- (i) that the Content is valuable proprietary information and confidential to M&A; and
- (ii) may only be used and disclosed to Associates of the Member who have been given prior access to these terms and conditions and who will henceforth be deemed to be Members subject to them; and
- (iii) the Member will maintain a record of all such Associates to whom the Member has disclosed Content and promptly provide that information to M&A upon written request; and
- (iv) that monetary damages may not be an adequate remedy for any breach of these terms and conditions and will be in addition to other rights and remedies that M&A may have however arising.

Also:

- (a) The Member is responsible for holding the Content in strict confidence, keeping it secured and not disclosing it to any person (or allowing any person to observe or have access to it) other than in accordance with these Terms and Conditions or as required by law; and
- (b) only reproduce or permit the reproduction in any form in whole or part of a record that contains Content for the Specified Purpose and in accordance with these terms and conditions

"Specified Purpose" means the purpose of determining whether and the terms on which the Member or its Associate may wish to enter into a transaction in connection with the Content.

"Associate" of a Member includes an employer party or an employee, officer, agent or adviser to it.

5. Idea Submissions

Your suggestions and comments are welcome. If you send us creative suggestions, ideas, notes, drawings concepts or other information (collectively "Information"), it shall be deemed and will remain the property of the Site, not subject to any confidentiality and the Site will not be liable for or owe any compensation for any use or disclosure of the information.

6. Termination

The Site may terminate your Membership access at any time for any reason without notice. Upon termination, you must immediately return or destroy all Content held by you, but these terms and conditions will remain in effect.

7. General

These Terms and Conditions are:

- (a) accepted by you and sent to the Site by you clicking the "**I Accept**" button below;
- (b) are governed by the law applicable in New South Wales, Australia; and
- (c) the Member irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales in connection with them; and
- (d) and are effectively executed as a deed poll in favour of the beneficiaries of the Site and its owners as enforced by any of them severally.

8. Contact Information

Email: manager@maconochieassociates.com

Maconochie & Associates