

Wilks Water Terms and Conditions

1. Our obligation to provide the Services

- 1.1 By signing our [Water Brokerage Services Form] we (Water Exchange Australia Pty Ltd ABN 86 120 711 104 trading as Wilks Water) agree to the services detailed in Parts 3 and 4 of this Form (the **Services**), on the terms set out in the Form.
- 1.2 We will provide the Services diligently and with due care and skill.
- 1.3 In performing the Services, we will comply with all applicable laws, including the Water Act 2007 (Cth), the Water Markets Intermediaries Code and the Australian Consumer Law.

2. Your obligation to pay for the Services

- 2.1 You agree to pay for the Services in accordance with our Schedule of Fees and Charges.
- 2.2 We will invoice you upon agreed trade terms detailed in this form for all temporary (allocation) transfers, IVT parking or transfer of allocation to related entity licences. This invoice is to be paid immediately upon receipt due to the changes in the temporary water market and for all IVT Transfers will ensure timely processing of your transfer through the IVT or to a Water Broking Account awaiting IVT opening announcement.
- 2.3 All deposits for permanent entitlement transfers must be paid immediately upon signing of the Contract, with the balance of funds due two (2) weeks from Water Authority approval, as stipulated in the exchanged contract.
- 2.4 All deposits for leases, forward water, deferred trades and carryover space must be paid immediately upon receipt of the Deposit Invoice and in accordance with the relevant signed agreement. We will provide the final invoice detailing the balance of funds which are due two (2) weeks prior to the delivery date.
- 2.5 You must pay the invoiced amount within the timeframes in clause 2.2, 2.3 and 2.4 unless you dispute the invoiced amount.
- 2.6 If you dispute the invoiced amount, you must, within 2 days after you receive the invoice, advise us in writing of the amount that you consider is due and the reason for the difference. We will review the agreed negotiated trade and provide a response within 24 hours of your advice.

3. Your obligation to provide us with adequate instructions and information.

- 3.1 To enable us to provide the Services, we require that you provide us with adequate instructions and information.
- 3.2 We may request such instructions and information via our Water Brokerage Services Form,
- 3.3 You must use all reasonable endeavours to respond to such requests promptly and adequately.

4. Our liability in connection with the Services

- 4.1 If our services fail to comply with this instruction or any amendment to this instruction as agreed in writing, our liability will be limited to performing the services again or paying the cost of having the services performed again. We will not be liable for any related loss or damage.

5. Use of Website and Limitation of Liability

- 5.1 Your use of our website is undertaken at your own risk.

5.2 To the extent permitted under the Trade Practices Act 1974 and other relevant legislation, our website and all information, content, materials, products and services included or otherwise made available are provided on an 'as is' basis, unless otherwise specified. We make no representations or warranties of any kind, express or implied, as to the accuracy of information on this website.

5.3 By continued use of our website, you agree that we will not be held liable for any damages of any kind arising from the use of this website or from any information, content, materials, products or services therein, unless otherwise specified in writing.

6. Termination

6.1 You may terminate this instruction at any time for your convenience and for any reason by giving written notice to us.

6.2 Termination may only take place prior to Water Authority approval of the transfer of the eligible tradeable water rights detailed in this form or prior to exchange on permanent entitlement transfers, leases, forward water, deferred water and carryover space trades.

6.3 If you terminate this instruction, you must:

- a. pay us for the Services carried out prior to termination; and
- b. reimburse us for any costs that we have incurred or will incur in connection with the Services or the anticipated supply of Services, to the extent such costs are not covered by the amount paid under paragraph a.

6.4 We may terminate this instruction by giving written notice to you if you fail to pay an amount due under the instruction, you fail to provide us with adequate instructions following a request from us to do so, or you otherwise are in substantial breach of this instruction. We will have no liability to you arising from such termination.

7. Privacy and Client information

7.1 You acknowledge that information relating to you that is required to complete or process the transaction(s), including your personal information, may be collected, stored and used by, and disclosed to, stored and used by:

- a. the water market authority;
- b. relevant water registry; and
- c. us;

involved in the completion or processing of the transaction(s), for the purpose of completing and processing the transaction(s) or as required by law, and you consent to such collection, disclosure, storage and use.

7.2 You also consent to the collection, storage and use of information relating to you by us and its disclosure to potential purchasers of our business.

7.3 For further information about the collection, disclosure, storage and use of your Personal Information, refer to our policy at wilkswater.com.au/resources/privacy

8. Direct Marketing / Promotional Material

8.1 At times we will contact you via email, telephone or text message with advertising or marketing material. We do not send advertising or marketing information unless we have your express consent in accordance with Australian laws. If you receive direct marketing communications from us which you do not wish to receive, you may remove your name from the database by utilising the unsubscribe link in the email or text message or by contacting us directly via email or phone. Please allow 5 business days for this request to be processed. Direct marketing includes Wilks Water:

- a. sending communications to you and/or contacting you directly as set out above;

- b. personalising the layout of our website to display products and services of interest to you; and
 - c. providing targeted advertising content to you.
- 8.2 Despite removing your name from the database from receiving future advertising and marketing information, we may send you non-commercial administrative emails. Administrative Emails relate to your account and may include administrative and transaction confirmations, requests and enquiries or information about a particular account.

9. Copyright

- 9.1 Except where expressly provided to the contrary by these terms, you do not have any right, title or interest in or to any proprietary rights relating to our website, documents or forms.
- 9.2 Our website may contain material that is protected by copyright, trade mark, and other laws. Except where expressly provided to the contrary, you may only reproduce and distribute the material on the website for your own personal, non-commercial use. Material published on or sourced from our website must not be used, stored, reproduced, published, altered or transmitted in any form or by any means in whole or in part without our prior written consent, except where such use, reproduction, etc, constitutes Fair Use under the Copyright Act.