Conflict of Interest Disclosure - JPH Lawyers Pty Ltd

**JPH Lawyers Client engagement terms and conditions**  
JPH Lawyers Pty Ltd  
ACN: 618 417 299

Thank you for engaging the JPH Lawyers.

These terms and conditions apply to all clients who engage an entity in the JPH Lawyers to provide our legal, advisory and related services.

**Tailoring our services to you**

The annexure to these terms describes the separate entities which comprise the JPH Group business units, and the specific services which each unit provides to our clients. When you engage JPH Group, you may engage more than one business unit to act for you, if you require a range of services to be provided. For example, you may require tax and accounting advice - which is provided by our JPH Tax partnership, as well as mortgage broking services - which are provided separately by JPH Mortgages.

**No referral fees or commissions**

If a client is referred from one business unit to another, no JPH entity pays a referral fee or commission to another of the JPH entities.

Each business unit charges the client separately for the services which it supplies to the client.

**There are some specific terms which apply to different business units**

As a result of each business unit providing services of a different kind, each one has different regulatory and disclosure requirements.

So when you engage each business unit, there will be additional terms and conditions specific to those services. Those terms and conditions complement these general terms, but to the extent there is any inconsistency the specific terms and conditions prevail.

**Business units have some common ownership, and common officers**

Each business unit is a separate legal entity, but each unit has ownership in common with the others to varying degrees, and do have common officers and employees.

**Confidentiality**

Your confidential information is kept confidential to your file within each business unit, except to the extent that you authorise JPH Group to share information between business units in order that each business unit is able to provide its services to you.

Generally that authorisation will be sought from you in person when it is apparent that you will require, for instance, tax and accounting services (provided by JPH Tax) as well as legal services (provided by JPH Lawyers).

Otherwise, JPH Lawyers will seek that authorisation from you in writing.

In some circumstances, outlined under 'Conflicts management' below, persons who work in or have an ownership interest in a particular business unit will be prevented from accessing information on your file in that business unit. page 2

**Conflicts management**

In some circumstances JPH Group may be acting on behalf of two clients in relation to a single transaction.

Generally this arises in respect of the Mint Business Brokers business unit where, for example, Mint may be acting for the vendor of a business or real estate, and sells (or proposes to sell) that business or real estate to a different client of another JPH Group business unit.

In such circumstances, JPH Group will apply the following protocols (**Conflicts Protocols**):

Mint will not act for both a vendor and purchaser in respect of the same business or real estate;

The other client will be represented by a separate JPH Group business unit;

Where Mint has an owner, employee or officer in common with the other JPH entity, then strict matter protocols will be effected such that no person in the JPH Group – regardless of their capacity - will have access to both client files (sometimes referred to as a 'Chinese wall');

Consistent with the JPH Group's confidentiality policies and obligations, neither JPH entity will share information about their respective clients;

Information about the respective clients' positions will only be disclosed as instructed by each relevant client, consistent with commercial arm's length dealing.

**Remuneration arrangements**

JPH Group confirms that in the above circumstances, as in every matter, each business unit charges and recovers fees and expenses only from that unit's own clients.

However, in circumstances where business units have common ownership, officers or employees, those persons or entities may benefit indirectly from services provided by another business unit under the Conflicts Protocols. To provide an example, although a common director will be prevented by the Conflicts Protocols from acting in Mint on a transaction for client B (because, say, that director acts for client A on that transaction in JPH Taxation), the common director may benefit indirectly from the services provided to Client B because they have a financial interest in Mint.

**Advertising arrangements**

Mint Business Brokers may advertise real estate or businesses either publicly (where instructed by the client under an agreed marketing plan) or to existing clients of the JPH Group or to both.

If the JPH Group receives any instructions from other clients regarding real estate or businesses being sold by Mint Business Brokers, then Mint Business Brokers and each relevant entity in the JPH Group will immediately implement the Conflicts Protocols.

**Concerns**

Any current or prospective client of JPH Group who has any concerns regarding these terms, the implementation of these terms or the application of the Conflicts Protocols, should immediately speak with their existing contact at JPH Group to attempt to resolve those concerns.

If those concerns cannot be resolved to the client or prospective client's satisfaction, then JPH Group will advise the client to seek independent advice (and will assist with a referral if so requested).

**Consent**

By engaging an entity in the JPH Group, you acknowledge and agree that you are bound by these terms and consent to each relevant entity in the JPH Group providing its services to you in the manner set out in this document. Each of those entities may separately rely on this acknowledgment. page 3

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| **Annexure to JPH Group terms and conditions - JPH Group Entities Entity** | JPH Group Pty Ltd ACN 125 795 959  as trustee for the JPH Group Unit Trust ABN 12 092 515 212 |
| **Services** | Non-trading |
| **Services** | **Tax and accounting services** |
| **Entity** | The partners in the JPH Taxation Services Partnership ABN 53 139 458 805 |
| **Short name** | JPH Tax |
| **Services** | **Business & real estate services** |
| **Entity** | Mint Business Brokers Pty Ltd ACN 603 735 333  as trustee for JPH Asset Management Unit Trust ABN 89 354 462 429 |
| **Licence details** | Victoria State Licence Number: 077075L. Agent: Blake Hedley |
| **Short name** | Mint Business Brokers/Mint |
| **Services** | **Mortgage Broking** |
| **Entity** | JPH Mortgage Origination Pty Ltd ACN 108 784 425  as trustee for the JP Unit Trust ABN 60 669 597 408 |
| **Services** | Mortgage Broking |
| **Licence details** | Credit licensee – licence number 392272 |
| **Short name** | JPH Mortgage |
| **Services** | **Financial planning and advice** |
| **Entity** | JPH Capital Pty Ltd ACN 604 474 464 ATF JPH  Capital Unit Trust ABN 69 363 575 833 |
| **Licence details** | AFS Representative Number: 001008171  Authorised representative of Interprac Financial Planning Pty Ltd AFSL 246638 |
| **Short name** | JPH Capital |
| **Services** | **Legal services including conveyancing and estate planning** |
| **Entity** | JPH Lawyers Pty Ltd ACN 618 417 299  ATF JPH Lawyers Unit Trust ABN 22 413 156596 |
| **Short name** | JPH Lawyers |