



Stockland Development Pty Limited

Deloitte Risk Advisory Pty Ltd

National Short Form IT Consultancy Agreement

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National Short Form IT Consultancy Agreement

Parties

1. **Stockland Development Pty Limited**, ABN 71 000 064 835 of 25, 133 Castlereagh Street, Sydney, New South Wales, 2000 (**Stockland**); and
2. The consultant whose details are set out in the Agreement Details (**Consultant**).

Background

- A Stockland and the Consultant wish to enter into this modular agreement, with the ability to execute one or more Statements of Work.
- B The Consultant agrees to provide, and Stockland agrees to acquire, the Services and/or the Deliverables, on the terms and conditions of this Agreement, including any Statements of Work.

Agreed terms

1 Definitions and interpretation

- 1.1 In this Agreement:

Acceptance Criteria has the meaning given in a Statement of Work.

Agreement means this document including all schedules and any annexures and any Statement(s) of Work.

Affiliate means any entity controlling, controlled by or under common control with a party to this Agreement, where 'control' means a power to control that is direct or indirect or that is or can be, exercised as a result of, or by means of, ownership of an interest, a trust, an agreement, a practice or any combination of them, whether or not they are enforceable, express or implied, formal or informal, or exercised alone or jointly.

Appointed Representative has the meaning given in a Statement of Work.

Business Day means a weekday on which banks are open in Sydney, New South Wales.

Claim means, in relation to a party, a demand, claim, action or proceeding made or brought by or against the party, however arising and whether present, ascertained, immediate, future or contingent.

Confidential Information means any information of whatever kind (regardless of the form of disclosure or the medium used to store it) disclosed or revealed by one party to the other party under or in connection with this Agreement that:

- (a) is by its nature confidential;
- (b) is designated by the disclosing party as confidential;
- (c) which the receiving party knows or reasonably ought to know is confidential; and
- (d) in the case of Stockland, includes all Stockland Data, whether disclosed before or after the date of this Agreement.

Consequential Loss means any Loss not arising naturally and not arising according to the usual course of things, from the relevant breach or acts or omissions, whether or not such Loss may reasonably be supposed to have been in the contemplation of both parties at the same time they made the contract as the probable result of the relevant breach or act or omission.

Data Breach means, in respect of any Stockland Data or system in the Consultant's control or possession or any Stockland Data or system which the Consultant is otherwise provided access to (which may or may not contain Stockland Data), any suspected, likely or actual:

Data Breach means any suspected, likely or actual:

- (a) security incident (including any vulnerability or compromise) which will impact, or is reasonably likely to impact any Stockland Data or Stockland systems in the Consultant's control or possession;
- (b) misuse, interference with, or unauthorised access to, or unauthorised disclosure or modification of, Stockland Data or Stockland systems in the Consultant's control or possession; or
- (c) any loss or destruction of Stockland Data in the Consultant's control or possession.

Deliverables means any products, systems, installations, software, software items or materials that the Consultant creates or supplies to Stockland as part of the Services under this Agreement and as described as 'Deliverables' in a Statement of Work, including any goods, and includes all related materials, manuals, technical notes and documentation and the specific deliverables applying to any particular Statement of Work.

Delivery Dates means the dates for delivery of the Deliverables set out in a Statement of Work.

Development Services means the services to be provided by the Consultant for the production of the Developed Software in accordance with the Statement of Work including the development, delivery, installation, implementation and testing of the Developed Software.

Developed Software means any software product developed or configured by or on behalf of the Consultant under any Statement of Work, including software that is customised or modified in accordance with any Statement of Work.

Disabling Code means a "back door", "time bomb", "logic bomb", "Trojan Horse", "worm", "drop dead device", "virus" or any other computer software routine intended or having the effect of:

- (a) permitting access to or use of the Deliverables, or any computer systems or data of the Consultant or Stockland or by a third person other than as authorised by the parties; or
- (b) disabling, damaging, corrupting or erasing, or disrupting or impairing the normal operation of the Deliverables or any computer system of the Consultant or Stockland or allowing any third person to do so.

Effective Date means the date set out in the Agreement Details.

Existing Materials means materials created or licensed by a party which are in existence prior to the Effective Date, subsequently brought into existence other than in the course of performing this Agreement or developed or licensed by a party independently or outside the scope of this Agreement, and any improvements, enhancements, modifications or developments thereof.

Fees means the fees set out in a Statement of Work.

Force Majeure Event means any:

- (a) act of God;
- (b) cyclones, tidal waves, landslides, lightning, earthquakes, floods, storms and adverse weather conditions;
- (c) war (declared or undeclared) or other state of armed hostilities, insurrection, riot, civil disorder, act of public enemies, national emergency (whether in fact or in law) or martial law, rebellion, blockade or revolution;
- (d) strikes, lock outs, or other industrial disturbances, restraints of labour (whether or not involving employees of the party affected);
- (e) sabotage, fire, explosions, breakage or accident to machinery, pipes or lines;
- (f) restrictions that come into effect under the *Public Health Act 2010* (NSW), the *Biosecurity Act 2015* (Cth) or any other applicable law relating to a disease, sickness or health condition (including a listed human disease (as defined in the *Biosecurity Act 2015* (Cth))), which:
 - (i) limit gatherings or human movement; or
 - (ii) otherwise implement isolation requirements or social distancing requirements for or between humans,to prevent the spread of that disease, sickness or health condition; or
- (g) other similar event beyond the reasonable control of, or could not be attributed either directly or indirectly, to the party affected by it,

the consequence of which:

- (h) could not reasonably have been prevented or remedied by expenditure by the affected party; and
- (i) cannot be circumvented by the affected party through the use of other practicable means including alternate sources and work around plans which provide a viable solution for the other party, as determined by that party acting reasonably.

Insolvency Event means:

- (a) a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;
- (b) a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (c) a party becomes or is (including under legislation) deemed or presumed to be insolvent;
- (d) a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;
- (e) any composition or arrangement is made with any one or more classes of its creditors;
- (f) except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;
- (g) a party enters into liquidation whether compulsorily or voluntarily; or
- (h) any analogous or comparable event takes place in any jurisdiction.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application or right to apply, for registration) and all rights or forms of protection of a similar nature and having equivalent or similar effect to any of these which may subsist anywhere in the world.

Key Personnel means the person or persons identified in a Statement of Work as key personnel of the Consultant.

Law means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles, requirements and determinations, mandatory codes of conduct, writs, orders, injunctions and judgements.

Loss means any loss, liability, Claim, proceeding, action, demand, damage, cost, charge, expense or diminution in value, however arising, and whether present or future, fixed or unascertained, actual or contingent.

Permitted Expenses means those expenses that will be incurred by the Consultant in performing the Services, approved by Stockland and specified in the relevant Statement of Work.

Personal Information means 'personal information' as defined in the Privacy Act and any other information relating to individuals that is subject to the operation of the Privacy Laws that a party:

- (a) has collected, received or otherwise has access to in connection with this Agreement; or
- (b) discloses or otherwise makes available to the other party.

Personnel means in respect of a person any employee, contractor, servant, agent or other person under the person's direct or indirect control and includes any subcontractors.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Laws means:

- (a) the Privacy Act;
- (b) any legislation from time to time in force in any:
 - (i) Australian jurisdiction; and/or
 - (ii) non-Australian jurisdiction (to the extent that either party is subject to the laws of that jurisdiction),affecting privacy, personal information or the collection, handling, storage, processing, protection, use or disclosure of personal information (including any sensitive information); and

- (c) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued by a government agency under an instrument identified in paragraphs (a) or (b).

Project Plan means the plan describing the project related tasks and responsibilities of the Consultant and Stockland, set out in the Statement of Work.

Security Policy means the policy setting out the obligations on the Consultant with respect to security, incident and data management provided by Stockland to the Consultant and as updated from time to time.

Services means the services, functions and responsibilities to be provided or performed by the Consultant to Stockland as described in a Statement of Work or any document referred to in a Statement of Work.

Specifications means the functional, operational, performance and technical specifications of the Services and or Deliverables set out in a Statement of Work.

Statement of Work means an order for the supply of Services which has been agreed to and executed by both parties under clause 2.2.

Statement of Work Effective Date means the date the relevant Statement of Work commences, as set out in that Statement of Work.

Statement of Work Expiry Date means the date the relevant Statement of Work expires, as set out in that Statement of Work.

Stockland Data means:

- (a) any data and information relating to Stockland (including data and/or personal information of any customer of Stockland, or the data and information of any end user of any of the Services and Deliverables) or its operations, facilities, clients, personnel and assets in whatever form that information may exist, which is accessed by the Consultant in connection with this Agreement and/or which is input into, stored in, generated by or processed as part of a Deliverable or Service; and
- (b) any other data relating to the engagement of the Consultant by Stockland pursuant to this Agreement.

Stockland Policy Library means the internal Stockland site containing policies the Consultant's Personnel are required to comply with in accordance with this Agreement.

1.2 Unless expressed to the contrary, in this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and the converse also applies;
- (c) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it;
- (d) "includes" means includes without limitation;
- (e) a reference to:
- (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
- (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
- (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
- (iv) "\$" or "dollars" is a reference to Australian currency; and
- (v) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties; and
- (f) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day.

2 This Agreement and Statements of Work

2.1 This Agreement consists of:

- (a) these terms and conditions including any schedules and annexures; and
- (b) any Statement of Work executed by the parties.

2.2 The terms of engagement for the provision of the Services will be set out in a Statement of Work in the form of Schedule 1, which shall be executed by both Stockland and the Consultant.

2.3 Each Statement of Work must be executed by the parties before either party starts performing any of its obligations under that Statement of Work.

2.4 If there is any inconsistency or conflict between these terms and conditions and a Statement of Work, the provisions of the Statement of Work will prevail to the extent of the inconsistency or conflict.

3 Term

3.1 This Agreement commences on the Effective Date and will continue until the date on which this Agreement is terminated in accordance with its terms.

3.2 A Statement of Work will commence on the Statement of Work Effective Date and will continue until the Statement of Work Expiry Date, unless terminated earlier in accordance with the terms of this Agreement.

3.3 To the extent that a Statement of Work extends beyond the termination of this Agreement, such Statement of Work will continue until the relevant Statement of Work Expiry Date and the terms of this Agreement will continue to apply for the term of such Statement of Work.

4 Services

4.1 The Consultant must provide:

- (a) the Services, in accordance with the relevant Statement of Work;

- (b) the Deliverables, in accordance with the relevant Statement of Work (including the Specifications and the Acceptance Criteria);
 - (c) any related services, functions, deliverables or other responsibilities not specifically described in the relevant Statement of Work which are reasonably necessary for the proper performance of the Services and provision of the Deliverables.
- 4.2 Stockland will provide such access and support as is reasonably necessary to enable the Consultant to perform the Services in accordance with this Agreement. The Consultant must ensure that its Personnel to whom such access is provided comply with:
- (a) the applicable policies and procedures made available on the Stockland Policy Library, (as updated by Stockland from time to time and communicated to the Consultant in writing); and
 - (b) any other reasonable policies and procedures of Stockland which are communicated to the Consultant in writing from time to time.
- 4.3 The Consultant must:
- (a) perform its obligations under this Agreement in a timely, safe, prudent and reasonable manner and with the degree of professional skill, care and diligence which may reasonably be expected of a skilled and professional person suitably qualified and experienced in the performance of obligations similar to those imposed under this Agreement;
 - (b) comply with all applicable Laws associated with the performance of its obligations and exercise of its rights under this Agreement;
 - (c) obtain and maintain all licences, clearances, permissions, authorisations, waivers, approvals and consents necessary to enable it to perform its obligations under this Agreement without infringing any Law or the rights of any person; and
 - (d) comply with all lawful and reasonable directions issued by Stockland and/or its Affiliates that are necessary to assist Stockland and/or any of its Affiliates in complying with applicable Laws and regulatory obligations in connection with the Services.
- 4.4 The parties acknowledge and agree that:
- (a) Stockland may engage several suppliers (including the Consultant) to deliver work for an overall solution;
 - (b) the Services and Deliverables may be provided in a multi-source environment involving the Consultant, Stockland and other third parties from time to time; and
 - (c) in some cases, the services provided by third parties will be related to, and will impact on:
 - (i) the performance of this Agreement by the Consultant; and
 - (ii) services performed by other third parties.
- 4.5 The Consultant must, in accordance with Stockland's reasonable directions, cooperate with and provide such assistance as is reasonably requested by any third party engaged by Stockland in connection with any aspect of an overall solution.

5 Deliverables

- 5.1 Where the provision of Deliverables is required under a Statement of Work:
- (a) the Consultant must deliver the Deliverables to Stockland for acceptance by the Delivery Dates;
 - (b) Stockland will then review and/or test the Deliverables to determine whether the Deliverables satisfy the Acceptance Criteria;
 - (c) if, after testing the Deliverables, Stockland considers that the Deliverables satisfy the Acceptance Criteria, Stockland will promptly notify the Consultant in writing of its acceptance of the Deliverables (**Acceptance**);
 - (d) if, after testing the Deliverables, Stockland considers that the Deliverables do not satisfy the Acceptance Criteria, (other than in an immaterial manner), then:
 - (i) Stockland will notify the Consultant and identify the reason(s) preventing Acceptance; and
 - (ii) the Consultant must, at the Consultant's cost, rectify the issues identified with the Deliverables and resubmit the Deliverables to Stockland for testing in accordance with the process set out in this clause 5.1; and
 - (e) if the Deliverables do not satisfy the Acceptance Criteria two or more times Stockland may by notice in writing to the Consultant:
 - (i) accept the Deliverables for a reasonable reduction in the fees payable under the relevant Statement of Work, as agreed by the parties;
 - (ii) accept the Deliverables "as-is" subject to the Consultant completing, at its own cost, a set of procedures agreed by the parties to make the Deliverables comply with the relevant Statement of Work; or
 - (iii) reject the Deliverables and terminate the relevant Statement of Work with immediate effect.
- 5.2 Stockland must issue a notice under clauses 5.1(c) or 5.1(d)(i) within 5 Business Days after completion of its review or test of the Deliverables in accordance with 5.1(b) and if Stockland fails to do so, or uses the Deliverable in a production environment, that Deliverable will be deemed Accepted.
- 5.3 For a period of 30 days after Acceptance of a Deliverable, the Consultant must remedy, as soon as practicable and at the Consultant's cost, any defect, deficiency or shortcoming in relation to that Deliverable.
- 5.4 Any notice issued by Stockland under this clause 5 or any other inspection, approval or review of the Services and/or Deliverables by Stockland does not:
- (a) relieve the Consultant of its obligations under this Agreement; or
 - (b) act as a waiver of any of Stockland's rights or remedies under this Agreement.

6 Changes to a Statement of Work

- 6.1 Stockland may propose a change or variation to the Services and/or Deliverables under a Statement of Work by delivering a written notice to the Consultant describing the proposed change or variation.

- 6.2 Within 5 Business Days after the date of receipt of a written notice from Stockland under clause 6.1, or if the Consultant wishes to propose a change or variation to any part of the Services and/or Deliverables, the Consultant must provide Stockland with a written proposal stating its proposed terms for supplying the subject matter of the change or variation including all relevant details required for the change, the changes in scope, implications and estimates as to costs and timing for implementing the proposed change or variation (**Change Proposal**).
- 6.3 If Stockland accepts and wishes to proceed with the Change Proposal, it will countersign the Change Proposal notice and the relevant Statement of Work will be amended to give effect to the changes described in the accepted Change Proposal.
- 6.4 The Consultant will continue to meet its obligations under this Agreement unchanged until the Change Proposal is approved by Stockland in accordance with clause 6.3.

7 Personnel and subcontracting

- 7.1 The Consultant must ensure that the Consultant's Personnel are skilled, experienced and qualified to perform the responsibilities assigned to them.
- 7.2 If requested to do so by Stockland, the Consultant must provide to Stockland:
- (a) accurate information about the identity, qualifications and job history of each Consultant Personnel; and
 - (b) a list of any Consultant Personnel with actual or proposed access to Stockland Data or premises.
- 7.3 The Consultant must not change any Key Personnel's involvement in the provision of the Services and performance of this Agreement unless:
- (a) they are incapacitated or unable to perform their role for any reason, or leave the Consultant's employment;
 - (b) the Services which they were performing are complete; or
 - (c) Stockland gives prior written consent to the change.
- 7.4 The Consultant must not replace, transfer, reassign, make redundant or otherwise terminate the employment of any Key Personnel until a suitable replacement is nominated by the Consultant and approved in writing by Stockland.
- 7.5 The Consultant must not subcontract any of its obligations under this Agreement without obtaining Stockland's prior written consent.
- 7.6 The Consultant is not relieved of any of its liabilities or obligations under this Agreement by appointing a subcontractor and remains fully responsible for the subcontractor's provision of Services under, and compliance with, this Agreement, including but not limited to, the Consultant and subcontractor's obligations to comply with clause 111 (Confidentiality) and clause 112 (Privacy and security);
- 7.7 The Consultant is liable to Stockland for the acts and omissions of the Consultant's Personnel and subcontractors as if they were the acts or omissions of the Consultant.
- 7.8 The Consultant is solely responsible for the payment of any superannuation, workers' compensation and taxes incidental to the employment of the Consultant's Personnel. Neither the Consultant nor the Consultant's Personnel have any entitlement from Stockland in relation to any form of employment or related benefit under this Agreement.

8 Fees and payment

- 8.1 Fees for the Services and Deliverables may be calculated on a fixed or time and materials basis as specified in the relevant Statement of Work.
- 8.2 The Consultant must issue a valid tax invoice to Stockland in respect of the applicable Fees and Permitted Expenses as specified in the relevant Statement of Work.
- 8.3 Stockland will pay all valid invoices properly issued to Stockland by the Consultant under this Agreement within 30 days after receipt.
- 8.4 An invoice is valid only if:
- (a) the amount specified in the invoice is correctly calculated in accordance with this Agreement;
 - (b) it is set out in a manner that enables Stockland to ascertain which service is covered by the invoice, the respective charge payable and how that amount is made up or calculated;
 - (c) it is addressed and delivered to the address for the Appointed Representative set out in the relevant Statement of Work; and
 - (d) if GST is applicable to the Fees, it is a proper tax invoice.
- 8.5 All expenses incurred by the Consultant in performing the Services will be the responsibility of the Consultant. No payment for any disbursements (other than the Permitted Expenses) or additional costs will be paid unless Stockland gives prior written approval.
- 8.6 If Stockland, acting in good faith, disputes that an amount in an invoice is correct, it will pay the undisputed portion of that invoice in accordance with this clause 8 and is not required to pay the remainder until the dispute is resolved. Stockland will notify the Consultant in writing that it disputes the remainder of the invoice and the disputed amounts will be resolved in accordance with clause 17.
- 8.7 Payment is a payment on account only and is not evidence of the value of the Services or an admission of liability or that the Services are satisfactory.
- 8.8 Without limiting Stockland's rights under any provision in this Agreement or at law, Stockland may withhold, deduct or set-off from any moneys otherwise due to the Consultant under this Agreement any sum which is due or payable by the Consultant to Stockland under this Agreement or any other Agreement between Stockland and the Consultant.

9 GST

- 9.1 In this clause 9 words and expressions which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* have the same meaning as in the GST Act.
- 9.2 All consideration to be provided under this Agreement is expressed to be exclusive of GST.
- 9.3 If GST is payable by a supplier on any supply made under this Agreement the recipient, on receiving a tax invoice from the supplier, will pay to the supplier an amount equal to the GST payable on the supply. This amount will be paid in addition to, and at the same time as, the consideration for the supply is to be provided.

10 Intellectual Property Rights

- 10.1 **(Deliverables)** Unless otherwise specified in a Statement of Work:
- (a) all Intellectual Property Rights in the Deliverables will vest in Stockland on creation payment of the invoice relating to that Deliverable and the Consultant absolutely and unconditionally assigns, and must procure that the Consultant's Personnel and any applicable third parties assign, to Stockland all such Intellectual Property Rights free of encumbrances and third-party rights; and
 - (b) the Consultant undertakes to do all acts, at its cost, as may be necessary to give effect to this assignment including by executing any required documents or effecting any required registrations.
- 10.2 **(Existing Material)** Unless otherwise specified in a Statement of Work:
- (a) no Intellectual Property Rights in the Existing Material of either party is assigned or otherwise transferred;
 - (b) the Consultant grants to Stockland an irrevocable, transferable, worldwide, royalty free, non-exclusive licence to use, reproduce, adapt, distribute, sublicense, on-sell and communicate (and do all such other things as are necessary or convenient in order for Stockland to exercise its rights under this Agreement) the Intellectual Property Rights in the Consultant's Existing Materials incorporated in the Deliverables; and
 - (c) Stockland grants to Stockland a non-exclusive, royalty free, non-transferable and revocable licence for the term of the relevant Statement of Work to use the Intellectual Property Rights in Stockland's Existing Material supplied by Stockland to the Consultant, solely to the extent required for the Consultant to perform its obligations under this Agreement.
- 10.3 **(Moral rights)** To the full extent permitted by law the Consultant:
- (a) consents to, and will procure that the relevant author(s) consent(s) to:
 - (i) any use of a Deliverable in accordance with, or as contemplated by, a Statement of Work without the need to make any identification of the Consultant or the author; and
 - (ii) doing anything in relation to a Deliverable that, but for the consents provided in this Agreement, would otherwise infringe any moral rights or similar non-assignable, personal rights that the Consultant or relevant author might otherwise have; and
 - (b) must obtain all necessary consents or waivers from authors of any moral rights which may subsist in any Deliverable to permit Stockland to exercise its full rights of use and quiet enjoyment in relation to that Deliverable.
- 10.4 **(Infringement)** The Consultant must promptly notify Stockland on becoming aware that the provision or use of any part of the deliverables or the Consultant's Existing Materials under this Agreement infringes or may infringe any Intellectual Property Rights, moral rights or other rights of a third party. After any such notification, the parties must mutually decide whether the provision or use of the Deliverables or the Consultant's Existing Materials (as applicable) or any part of them ought to be suspended until the matter is resolved.

11 Confidentiality

- 11.1 The Consultant agrees to keep confidential, and not to use or disclose, other than as permitted by this Agreement, any Stockland Confidential Information.
- 11.2 These obligations of confidence do not apply to Confidential Information:
- (a) that is in the public domain other than as a result of a breach of this Agreement or other obligation of confidence; or
 - (b) that is already known by, or rightfully received, or independently developed, by the Consultant free of any obligation of confidence.
- 11.3 The Consultant may use and disclose Stockland Confidential Information only on a 'need-to-know' and confidential basis:
- (a) to its officers, agents, professional advisers (including lawyers), employees, contractors, subcontractors and insurers; or
 - (b) with the prior written consent of Stockland,
- for the exercise of rights or the performance of obligations under this Agreement.
- 11.4 The Consultant must ensure that any information disclosed pursuant to clause 11.3 is kept confidential by the recipients.
- 11.5 The Consultant must take all reasonable steps to ensure the confidentiality and security of the Stockland Confidential Information in its possession or control and such steps must be no less protective than those taken to protect the Consultant's own confidential information.
- 11.6 The Consultant may disclose Stockland Confidential Information where such information is required to be disclosed:
- (a) by applicable law; or
 - (b) in accordance with the rules of any stock exchange on which the Consultant's securities are listed, provided that, the Consultant discloses only the minimum amount of Confidential Information required to satisfy that requirement and, before disclosing any information, provides a reasonable amount of notice to Stockland (to the extent permitted by law) and exhausts all reasonable steps to maintain such Confidential Information in confidence.

12 Privacy and security

- 12.1 Each party must comply with:
- (a) the Privacy Act (including the Australian Privacy Principles set out in the Privacy Act) as if it were an entity bound by the Privacy Act and notwithstanding the application of the small business exception in the Privacy Act; and
 - (b) any other Privacy Laws applicable to that party,
- in respect of Personal Information.
- 12.2 The Consultant and the Consultant's personnel must, and ensure that its subcontractors must, in connection with Stockland's Personal Information held or controlled by the Consultant pursuant to this Agreement:
- (a) only use or collect Personal Information in connection with this Agreement:
 - (i) for the sole purpose of providing the Services;
 - (ii) as expressly permitted under this Agreement; or
 - (iii) with the prior written consent of Stockland;
 - (b) comply with all privacy requirements set out in this Agreement;
 - (c) without limiting clause 12.6, ensure that it takes reasonable technical, operational, and physical steps necessary for any Personal Information held or controlled by it in connection with this Agreement to be protected against, and monitored for misuse, loss, unauthorised access, interference, modification or disclosure;
 - (d) notify Stockland promptly (and in any event, within 48 hours) of any complaint that it receives or becomes aware of from any person alleging a breach of the Privacy Laws with respect to the Personal Information;
 - (e) take reasonable steps, when requested by Stockland from time to time, to assist Stockland to comply with its obligations under the Privacy Laws and any privacy statements or policies issued by it; and
 - (f) at Stockland's request, promptly provide Stockland with a written statement that the Consultant is fully compliant with this clause 12.
- 12.3 Without limiting any other provision of this Agreement, the Consultant must ensure that:
- (a) all Stockland Data which is held or controlled by the Consultant is hosted in Australia; and
 - (b) it does not access Stockland Data from outside Australia, or disclose or transfer Stockland Data outside Australia, or make available or accessible, Stockland Data outside of Australia,
- except as expressly set out in a Statement of Work or with the prior written consent of Stockland.
- 12.4 The Consultant must promptly (and in any event, within 48 hours) notify Stockland on becoming aware of a Data Breach.
- 12.5 After notifying Stockland in accordance with clause 12.4 and unless otherwise instructed in writing by Stockland, the Consultant must:
- (a) immediately investigate and remedy the Data Breach, including by taking all necessary steps to mitigate any harm to individuals which may result from the Data Breach and to prevent the Data Breach from recurring;
 - (b) provide Stockland with information, documents and assistance reasonably required by Stockland in respect of the Data Breach;
 - (c) cooperate with all lawful directions of Stockland in relation to the Data Breach;
 - (d) not notify the OAIC or affected individuals of the Data Breach unless directed in writing by Stockland in accordance with paragraph (e);
 - (e) where applicable, and at Stockland's option, either:
 - (i) provide necessary information, documents and assistance reasonably required by Stockland in order for Stockland to prepare such statements and notify such individuals and the OAIC in respect of the Data Breach in accordance with Division 3B of Part IIIC of the Privacy Act; or
 - (ii) prepare a proposed statement in accordance with section 26WK(3) of Part IIIC of the Privacy Act, obtain Stockland's written approval (which must not be unreasonably withheld or delayed) to that statement and the method of notification for issuing such statement to affected individuals and the OAIC, and, if so instructed, issue the statement to affected individuals and the OAIC on behalf of itself and Stockland.
- 12.6 The Consultant must:
- (a) without limiting any other clause of this Agreement, implement and maintain appropriate technical, operational and physical safeguards against the destruction, loss, misuse, or unauthorised access, interference, modification or disclosure of Stockland Data held or controlled by the Consultant in connection with this Agreement;
 - (b) comply with Stockland's Security Policy when accessing Stockland's systems or environment;
 - (c) implement and maintain a secure system for Consultant Personnel performing the Services to access any Stockland Data and any Stockland system;
 - (d) maintain a register of all Consultant Personnel performing the Services who may access Stockland Data and/or Stockland systems, such register to include the period of approved access and access privileges;
 - (e) prohibit and prevent any person who does not have the appropriate level of security clearance (as determined by Stockland and notified to the Consultant) from gaining access to Stockland Data or Stockland systems;
 - (f) not use or alter Stockland Data or access any Stockland system for any purpose other than directly to the extent necessary to perform its obligations under this Agreement;
 - (g) not sell, lease or otherwise deal with or commercially exploit any Stockland Data; and
 - (h) ensure that no Disabling Code is introduced into or remains within all or any part of the Deliverables or any System used by the Consultant to carry out any of its obligations under this Agreement.
- 12.7 Unless otherwise specified in the Statement of Work, Stockland agrees to have in place and implement appropriate security, back-up and restoration procedures to protect the Stockland Data. The Consultant will only be liable to Stockland in respect of any lost, corrupted or damaged Stockland Data where the loss or

damage is caused or contributed to by the Consultant's failure to meet the requirements of this Agreement and the Statement of Work. Where the Consultant is liable under this clause 12.7, the Consultant will assist Stockland in the restoration of any such data to the last viable back-up level, at the Consultant's cost.

13 Warranties

- 13.1 The Consultant warrants to Stockland that during the term of each Statement of Work:
- (a) it has the technical expertise to provide the Deliverables and to carry out the Services;
 - (b) the Deliverables and each component of the Deliverables:
 - (i) will comply fully with the Specifications and Acceptance Criteria;
 - (ii) be free from material defects or omissions in design, material, workmanship and installation; and
 - (iii) will be fit for the purpose set out in the Statement of Work;
 - (c) it has all necessary right, title and interest (including Intellectual Property Rights) in the Deliverables and the Consultant's Materials in order to comply with its obligations under clause 10;
 - (d) all Services will be provided by the Consultant and its Personnel efficiently, with due skill, care and diligence, by a sufficient number of appropriately qualified and experienced Personnel holding all relevant industry and individual accreditations or scheme memberships, but no more senior than a given task warrants; and
 - (e) the Consultant's Personnel will not act:
 - (i) fraudulently or engage in wilful misconduct; nor
 - (ii) in any manner which would adversely affect Stockland's reputation.

14 Indemnities

- 14.1 The Consultant indemnifies Stockland and its Personnel (excluding agents) from and against any Loss suffered or incurred by Stockland or their Personnel arising out of or in connection with:
- (a) any misuse or misappropriation of Confidential Information in breach of clause 11 by the Consultant;
 - (b) any misuse or misappropriation of Personal Information in breach of the Consultant's obligations under clause 12;
 - (c) the Consultant's failure to comply with any Laws;
 - (d) any damage to or loss or destruction of real or tangible personal property;
 - (e) any Claim by any third party that:
 - (i) the Deliverables or the Consultant's Existing Materials or the manner in which they are supplied;
 - (ii) the receipt of the Deliverables or the Consultant's Existing Materials by Stockland; or
 - (iii) the possession of, or use of or dealings with the Deliverables or the Consultant's Existing Materials by Stockland in accordance with this Agreement and any applicable Statement of Work, infringe the Intellectual Property Rights or other rights of any third party;
 - (f) any infringement of Stockland's Intellectual Property Rights by the Consultant, except to the extent used in a manner contemplated by this Agreement and any applicable Statement of Work,
 - (g) any lost, corrupted or damaged Stockland Data where such loss, corruption or damage was caused as a result of a negligent act or omission of the Consultant.
- except to the extent that such Loss is caused or contributed to by Stockland and/or its Personnel. Each party must take all reasonable steps to mitigate Losses that are the subject of a claim under this Agreement.
- 14.2 If Stockland receives a demand or claim from a third party alleging an intellectual property right infringement:
- (a) Stockland must promptly notify the Consultant of that demand or claim;
 - (b) to the extent permitted by law, the Consultant will have the care and conduct of any legal defence of the demand or claim and, at the Consultant's cost, Stockland will provide all reasonable assistance if requested by the Consultant;
 - (c) the Consultant will take the necessary steps to cease the alleged infringement by modification or the procurement of an appropriate license, at its discretion; and
 - (d) the Consultant's liability under this clause is reduced proportionally to the extent that Stockland caused or contributed to the infringement.
- 14.3 The Consultant will not indemnify Stockland against any Claims by a third party for infringement of Intellectual Property Rights to the extent such Claim arises from modifications or alterations made to the Deliverables by Stockland without the Consultant's prior written consent or by a third party.

15 Limitation of liability

- 15.1 Subject to clause 15.3 and to the extent permitted by Law:
- (a) the Consultant's aggregate liability to Stockland for any Loss arising out of or in connection with a Statement of Work will be limited as set out below:
 - (i) where a scheme approved under the Professional Standards Act 1994 (NSW) applies, in the manner provided by that scheme; or
 - (ii) where a scheme approved under the Professional Standards Act 1994 (NSW) does not apply to an amount equal to 200% of the aggregate of the Fees paid and payable by Stockland to the Consultant under the relevant Statement of Work;
 - (b) Stockland's aggregate liability to the Consultant for any Loss arising out of or in connection with a Statement of Work will be limited to an amount equal to 100% of the aggregate of the Fees paid and payable by Stockland to the Consultant under the relevant Statement of Work; and
 - (c) under no circumstances will either party be liable for any indirect or consequential loss or Loss not arising naturally and not arising according to the usual course of things, from the relevant breach or acts or omissions, whether or not such Loss may reasonably be supposed to have been in the contemplation of both parties at the same time they made the contract as the probable result of the

- relevant breach or act or omission, including loss of revenue, profits, reputation, goodwill, opportunity or business, third party loss, and financing costs.
- 15.2 The limitations and exclusion in clause 15.1 apply whether the Claim arises from breach of contract, tort (including negligence) or under any other theory of liability.
- 15.3 Clause 15.1 does not apply to, and does not limit either party's liability to the other party arising out of or in connection with:
- (a) the death or injury of any person or any Loss or damage to property, arising out of or in connection with any negligence or wrongful act or omission of the first party; and
 - (b) any fraud (including fraudulent misrepresentation) or wilful misconduct of the first party; and
 - (c) the Consultant's liability under any indemnity given in this Agreement.
- 15.4 Each party's liability to pay Losses to the other party is reduced to the extent that such Losses are caused or contributed to by the other party.

16 Insurance

- 16.1 Unless otherwise agreed between the parties, the Consultant must take out and maintain in force with a reputable insurer during the term of this Agreement and for seven years following termination or expiry of this Agreement, the following insurances:
- (a) on a "claims made" basis, professional indemnity insurance for an amount no less than \$10 million for each occurrence and in the aggregate;
 - (b) on a "claims occurring" basis, public liability insurance for an amount no less than \$10 million for each occurrence and in the aggregate; and
 - (c) insurance relating to any relevant workers or accident compensation legislation.
- 16.2 The Consultant must promptly, on request by Stockland, provide to Stockland satisfactory evidence that the required policies are in effect, which may include a certificate of currency.
- 16.3 The Consultant must pay any excess payable under the insurance policies set out in clause 16.1.

17 Dispute resolution

- 17.1 Neither party may commence any court or arbitration proceedings relating to a dispute or difference arising under or in connection with this Agreement (**Dispute**) unless it has complied with this clause 17, except to seek urgent interlocutory relief.
- 17.2 A party claiming that a Dispute has arisen must promptly notify the other party in writing by giving details of the Dispute.
- 17.3 The Appointed Representatives must use reasonable endeavours to resolve any Dispute in good faith. The parties agree that any view expressed, or admission or concession made, by or on behalf of a party or any document created for the purpose of such Dispute resolution will be privileged and will not be disclosed or relied on or be the subject of a subpoena to give evidence or produce documents in any subsequent arbitral or judicial proceedings arising out of or in connection with the Dispute.
- 17.4 If the parties are unable to resolve the Dispute in accordance with clause 17.3 within 15 Business Days (or such further period as the Appointed Representatives may agree is appropriate), the parties will submit the Dispute to mediation administered by the Resolution Institute in accordance with, and subject to, the Resolution Institute Mediation Rules current at the date of submission.
- 17.5 If the parties are unable to resolve the Dispute in accordance with clause 17.4 within 15 Business Days (or such further period as the representatives of the parties attending the mediation may agree is appropriate), then either party may seek any relief it considers appropriate in a court of competent jurisdiction.
- 17.6 Despite the existence of a Dispute each party must continue to perform their obligations under this Agreement.

18 Termination

- 18.1 Stockland may terminate this Agreement or any Statement(s) of Work with immediate effect by giving written notice to the Consultant at any time if the Consultant:
- (a) experiences an Insolvency Event;
 - (b) breaches any material provision of this Agreement, including any Statement of Work (whether or not the applicable Statement of Work), which is incapable of being remedied, or where the breach is capable of being remedied, fails to remedy the breach within 14 days after receiving written notice from Stockland requiring it to do so; or
 - (c) has incurred liability for Loss sustained by Stockland which exceeds the limit on the Consultant's liability set out in clause 15.1.
- 18.2 Stockland may terminate this Agreement or any Statement(s) of Work for any reason whatsoever by giving at least 30 days' prior written notice to the Consultant.
- 18.3 The Consultant may on written notice to Stockland, immediately terminate this Agreement if the Consultant's independence as an auditor prevents the Consultant from providing the Services or Deliverables to Stockland. To the furthest extent permitted by law and its regulatory obligations, the Consultant will promptly handover the Services or Deliverables to another suitable supplier of the Services and Deliverables.

19 Consequences of termination or expiry

- 19.1 On termination or expiry of a Statement of Work for any reason:
- (a) the Consultant must immediately (at Stockland's election) return or destroy any hard copies of, and supply to Stockland and/or delete from its systems any Stockland Data and any and all Confidential Information of Stockland relating to that Statement of Work and provide written certification to Stockland that the Consultant has done so at Stockland's request; and
 - (b) within 14 days after the date of termination or expiry of the relevant Statement of Work:

- (i) Stockland must pay any amounts due relating to Services provided up to the date of termination or expiry in respect of the relevant Statement of Work; and
 - (ii) the Consultant must refund any amounts paid by Stockland for Services not rendered or Deliverables not delivered in respect of the relevant Statement of Work.
- 19.2 Termination of this Agreement or any Statement of Work does not affect:
 - (a) any liabilities, rights or obligations of either party arising:
 - (i) before such termination; or
 - (ii) out of the events causing such termination; or
 - (b) any damages or other remedies to which a part may be entitled under this Agreement, at law, in equity or otherwise, which existed at or before the date of termination.
- 19.3 Termination or expiry of one Statement of Work will not affect any other Statement of Work and the parties must continue to perform such other Statement(s) of Work which have not been terminated.
- 19.4 Termination of this Agreement will not affect any Statement of Work which has not also been expressly terminated and any and all Statements of Work will continue as contemplated by clause 3.3.
- 19.5 Without limiting any other provision of this Agreement, clauses 10 (Intellectual Property Rights), 11 (Confidentiality), 12 (Privacy and security), 13 (Indemnities), 15 (Limitation of liability), 16 (Insurance), 19 (Consequences of termination or expiry) and any other clauses which should by their nature survive termination of this Agreement, survive termination or expiration of this Agreement for any reason.

20 Force Majeure Event and delays

- 20.1 If a party is wholly or partially unable to perform its obligations under this Agreement due to a Force Majeure Event (**Affected Party**), then:
 - (a) promptly after the Force Majeure Event arises (but in no circumstances greater than 5 Business Days), the Affected Party must notify the other party of the extent to which the Affected Party is unable to perform its obligations;
 - (b) the Affected Party must use its best endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations; and
 - (c) so long as the Affected Party complies with this clause 20 (to the extent applicable), the Affected Party will not be liable to the other party for Losses the other party suffers or incurs as a result of that Force Majeure Event.
- 20.2 For clarity, Stockland is not required to pay any Fees under this Agreement for any Services that the Consultant is unable to provide as a result of a Force Majeure Event.
- 20.3 If a delay arising directly out of a Force Majeure Event continues or is likely to continue for more than 30 days, Stockland may do any or all of the following:
 - (a) require the Consultant to negotiate a variation to the Agreement and/or scope of Services, to address the delay; and
 - (b) terminate this Agreement or the affected Statement of Work with immediate or later effect by giving the Consultant a written notice.
- 20.4 If a termination notice is given under clause 20.3(b), neither party will be liable for any Loss of the other party caused by the termination.
- 20.5 If there is a delay by Stockland (or a third party providing services to Stockland) in the performance of a Stockland obligation under this Agreement or a Statement of Work which adversely affects the ability of the Consultant to perform its obligations under this Agreement or a Statement of Work by the Delivery Dates:
 - (a) the Consultant will:
 - (i) promptly notify Stockland of the delay and the impact of that delay; and
 - (ii) take all reasonable and necessary steps to prevent or minimise the risk of that delay causing a delay in the delivery of the Deliverables or the Services;
 - (b) Stockland will promptly take reasonable and necessary steps to manage the delay so as to, to the extent possible, minimise the impact of the delay on the delivery of the Deliverables and the Services; and
 - (c) provided the Consultant has not caused or contributed to the delay, the Consultant may claim a reasonable extension of time for those Delivery Dates the Consultant can demonstrate will not be met as a direct result of the delay.

21 Notices

- 21.1 Any notice, demand, consent or other communication (**Notice**) given or made under this Agreement:
 - (a) must be in writing and signed by the sender or a person duly authorised by the sender; and
 - (b) must be addressed and delivered to the Appointed Representative of the other party, at the address or email address last notified by the intended recipient to the sender after the date of this Agreement.
- 21.2 Notice will be conclusively taken to have been given or made:
 - (a) if delivered by person, when delivered;
 - (b) if by mail, 5 Business Days after the date of mailing within Australia or 20 Business Days after the date of mailing overseas; or
 - (c) if by email, at the time when the electronic communication reaches the email address of the party's designated addressee.

A Notice that is deemed conclusively given or made after 5pm on any day, or on a day that is not a Business Day in the place of receipt, shall be deemed delivered at 9am on the next Business Day.

22 General

- 22.1 (**Further assurances**) Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

- 22.2 **(Relationship of the parties)** The Consultant's relationship with Stockland under this Agreement is solely one of service provider and service recipient. Nothing in this Agreement constitutes a relationship of employer and employee, partnership, joint venture or agency and, except as expressly stated in this Agreement, neither party has any authority or power to bind the other or create a liability against the other.
- 22.3 **(No employment relationship)** This Agreement does not have the effect of making any of the employees of one party an employee of the other party.
- 22.4 **(Entire agreement)** This Agreement, including the Statement(s) of Work, contains the entire agreement between the parties with respect to its subject matter.
- 22.5 **(Assignment)** The Consultant must not assign, charge, subcontract, create a security interest over, encumber or otherwise deal with any of their rights or obligations under this Agreement without Stockland's prior written consent. Consent will not relieve the Consultant of its obligations under this Agreement and the Consultant will remain fully responsible to Stockland for the acts or omissions of its subcontractors, contractors, assigns and all their employees, as if they were the acts or omissions of the Contractor.
- 22.6 **(Amendment)** This Agreement may only be amended by another written agreement executed by all the parties.
- 22.7 **(Waiver)** No failure to exercise or delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- 22.8 **(No merger)** The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement.
- 22.9 **(Severability)** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- 22.10 **(Costs)** Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- 22.11 **(Governing law and jurisdiction)** This Agreement, and to the extent permitted by law, all related matters including non-contractual matters, is governed by the laws of New South Wales and of the Commonwealth of Australia applying there. In relation to such matters each party irrevocably accepts the non-exclusive jurisdiction of the courts with jurisdiction there and waives any right to object to the venue on any ground.
- 22.12 **(Counterparts)** This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one agreement. A party may do this electronically. Any electronic copy so signed will constitute an executed original counterpart.

Agreement Details

Stockland:

ABN:

Address:

Postal Address:

Telephone Number:

Email Address for Notices

Stockland Development Pty Limited

71 000 064 835

Level 25, 133 Castlereagh Street, Sydney, New South Wales, 2000

As above

(02) 9035 2000

legal4@stockland.com.au

Consultant:

ABN:

Address:

Postal Address:

Telephone Number:

Email Address for Notices:

Deloitte Risk Advisory Pty Ltd

76 611 748 184

Level 9, 225 George Street, Sydney NSW 2000

Level 9, 225 George Street, Sydney NSW 2000

(02) 9322 7000

gautakapoor@deloitte.com.au

Effective Date

Date both parties sign the Agreement

Statement of Work Expiry Date

When all the project services under the Statement of Work have been delivered.

Executed as an agreement.

Signed by **Jeremy Dunn** as authorised representative for **Stockland Development Pty Limited** (ABN 71 000 064 835) in the presence of:

DocuSigned by:



D2F973F43B03480...

Signature of witness

Norbert Horvath

Name of witness (print)

DocuSigned by:



92D6AD3E72624AB...

Signature of authorised representative

Signed by **Gautam Kapoor** as authorised representative for **Deloitte Risk Advisory Pty Ltd** (ABN 76 611 748 184) in the presence of:

DocuSigned by:



7B02F00671184F2...

Signature of witness

Ashish Mahajan

Name of witness (print)

DocuSigned by:



BB3479CE986646D...

Signature of authorised representative

Schedule 1 – Template Statement of Work

Statement of Work Name and Reference:																																			
Statement of Work Effective Date:																																			
Statement of Work Term:																																			
Statement of Work Expiry Date:																																			
Location for delivery of Services:																																			
Services:																																			
Deliverables:																																			
Specifications:																																			
Acceptance Criteria:																																			
Delivery Dates / Milestones:	<table border="1"> <thead> <tr> <th>Milestones for Services delivery</th><th>Delivery Dates for Deliverables</th></tr> </thead> <tbody> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> </tbody> </table>		Milestones for Services delivery	Delivery Dates for Deliverables																															
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Appointed Representatives:	Stockland: Name: <i>[insert representative]</i> Role: <i>[insert role]</i> Address: <i>[insert address]</i> Phone: <i>[insert phone]</i> Email: <i>[insert email]</i>	Consultant: Name: <i>[insert representative]</i> Role: <i>[insert role]</i> Address: <i>[insert address]</i> Phone: <i>[insert phone]</i> Email: <i>[insert email]</i>																																	
Fees:	<p>[Option 1: The total fixed Fee payable by Stockland will not exceed <i>[insert]</i> (excluding GST). Payment milestones are:</p> <table border="1"> <thead> <tr> <th>Number</th><th>Description of milestone</th><th>Milestone payment</th></tr> </thead> <tbody> <tr> <td>1</td><td>Completion of <i>[insert]</i></td><td><i>[insert \$amount or percentage of fixed Fee]</i></td></tr> <tr> <td>2</td><td>Completion of <i>[insert]</i></td><td><i>[insert \$amount or percentage of fixed Fee]</i></td></tr> <tr> <td>3</td><td>Completion of <i>[insert]</i></td><td><i>[insert \$amount or percentage of fixed Fee]</i></td></tr> <tr> <td colspan="2">Total:</td><td></td></tr> </tbody> </table> <p>On achievement of the relevant milestone, the Consultant may issue an invoice to Stockland for the corresponding milestone payment.]</p> <p>[Option 2: The Fees are payable on a time and materials basis in accordance with the following rate card:</p> <table border="1"> <thead> <tr> <th>Level / position description</th><th>Onsite rate (\$AUD per day, excluding GST)</th><th>Offsite rate (\$AUD per day, excluding GST)</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table> <p>The above rates are calculated on the following bases: (a) the rates will be calculated and capped on the basis of a 12 hour day worked between 8am and 8pm on Business Days and non-Business Days. The Consultant may not charge for additional time greater than 12 hours</p>		Number	Description of milestone	Milestone payment	1	Completion of <i>[insert]</i>	<i>[insert \$amount or percentage of fixed Fee]</i>	2	Completion of <i>[insert]</i>	<i>[insert \$amount or percentage of fixed Fee]</i>	3	Completion of <i>[insert]</i>	<i>[insert \$amount or percentage of fixed Fee]</i>	Total:			Level / position description	Onsite rate (\$AUD per day, excluding GST)	Offsite rate (\$AUD per day, excluding GST)															
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	<p>spend by Consultant Personnel on any Business Day or non-Business Day;</p> <p>(b) the Consultant may only charge in 2 hour increments for work performed by Consultant Personnel;</p> <p>(c) the Consultant must ensure that all Consultant Personnel complete time sheets recording time spent performing the Services and the Consultant will use those time sheets to calculate the Fees; and</p> <p>(d) for clarity, no overtime rates will apply.</p> <p>The Consultant may issue invoices to Stockland on a monthly basis in arrears.]</p>																									
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Key Personnel	<table border="1"> <tr><td>Role</td><td></td></tr> <tr><td>Name:</td><td></td></tr> <tr><td>Phone:</td><td></td></tr> <tr><td>Email:</td><td></td></tr> </table> <table border="1"> <tr><td>Role</td><td></td></tr> <tr><td>Name:</td><td></td></tr> <tr><td>Phone:</td><td></td></tr> <tr><td>Email:</td><td></td></tr> </table> <table border="1"> <tr><td>Role</td><td></td></tr> <tr><td>Name:</td><td></td></tr> <tr><td>Phone:</td><td></td></tr> <tr><td>Email:</td><td></td></tr> </table>		Role		Name:		Phone:		Email:		Role		Name:		Phone:		Email:		Role		Name:		Phone:		Email:	
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Approved subcontractors	<p>The Consultant may subcontract with the following entities with respect of Consultant's following obligations:</p> <table border="1"> <tr> <th>Subcontractor's name and details</th><th>Contract obligations to be performed by subcontractor</th></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>		Subcontractor's name and details	Contract obligations to be performed by subcontractor																						
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Schedule 1 – Stockland Annual Website Penetration Test

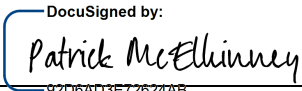
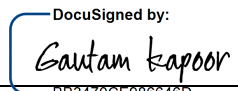
Statement of Work Name and Reference:	Cyber advisory - Annual Website Penetration Testing
Statement of Work Effective Date:	The date on which both parties have executed this Agreement (on or after 1 st May 2023)
Statement of Work Term:	When all the project services under the Statement of Work have been delivered.
Statement of Work Expiry Date:	When all the project services under the Statement of Work have been delivered.
Location for delivery of Services:	New South Wales
Services:	<p>Deloitte will provide the following Service as described in this Schedule 1.</p> <p><u>Web Application Penetration Test:</u></p> <ul style="list-style-type: none"> Goal The primary purpose of web application penetration testing is to identify and exploit vulnerabilities present in a web application and its components, including the associated infrastructure, and recommend practical solutions to make applications and systems under the scope of engagement more secure. Approach Our methodology incorporates the suggested testing techniques from standard methodologies, such as the OSSTMM (Open-Source Security Testing Methodology Manual), specifically Data Networks Security Testing, and the testing techniques within the MITRE ATT&CK framework, which is a globally accessible knowledge base of adversary tactics and techniques based on real-world observations (https://attack.mitre.org/). Activities Some of the specific test cases that will be covered for this testing are listed below: <ul style="list-style-type: none"> Privilege escalation via forceful browsing using lower privileged accounts or as unauthenticated users; Uploading malicious executables via insecure file upload functionalities, such as firmware updates or configuration deployments; Enumerate default usernames and passwords within management consoles; Input validation issues such as SQL injection, HTTP request header manipulation, HTTP GET and POST parameters, Insecure Deserialization, etc. that may lead to sensitive information disclosure or account compromises. <p><u>API Penetration Test:</u></p> <ul style="list-style-type: none"> Goal The primary purpose of this testing is to identify and exploit vulnerabilities present in the APIs and associated infrastructure and recommend practical solutions to make applications and systems under the scope of engagement more secure. We cover common vulnerabilities, examples highlighted in the OWASP API Security Top 10 2020 (https://owasp.org/www-project-api-security/). Approach While Application Programming Interfaces (APIs) share a lot of functional similarities with a standard web application, they are designed to operate behind the scenes – for either server-to-server or client-to-server communication. As there is no distinct user interface for an API, penetration testing focuses more on how the data and requests are handled and manipulated. Our testing methodology incorporates several aspects from standard web application penetration testing methodologies, as

	<p>well as customised test cases for APIs. Specifically, we leverage testing techniques within the Web Application Hackers Handbook (WAHH) and Open Web Application Security Project (OWASP) Security Testing Guidelines.</p> <ul style="list-style-type: none"> • Activities <p>Some of the specific test cases that will be covered for this testing are listed below:</p> <ul style="list-style-type: none"> • Broken Authentication & Authorisation (on Object & Function level) • Excessive Data Exposure • Lack of Resources & Rate Limiting • Security Misconfiguration • Injection • Improper Assets Management • Insufficient Logging & Monitoring <p><u>Scope of Work</u></p> <p>The scope of this assessment includes performing one-off:</p> <ul style="list-style-type: none"> • Web Application Security Assessment of the Stockland Website in pre-production. <ul style="list-style-type: none"> • Stockland Website (www-pre.stockland.com.au) • Stockland Halcyon Website halcyonwebsitesanudokmhe.devcloud.acquia-sites.com • Testing whether IP restrictions are properly in place for the below-mentioned URLs: <ul style="list-style-type: none"> • sdpl01mstr46o9lprep.dxcloud.episerver.net • sdpl01mstr46o9lprep.azurewebsites.net • sdpl01mstr46o9lprep-slot.dxcloud.episerver.net • www-pre.stockland.com.au • www-staging.stockland.com.au • web-staging.stockland.com.au • authoring-staging.stockland.com.au • emails-authoring-staging.stockland.com.au • emails-web-staging.stockland.com.au • prep.sdpl01mstr46o9l.sdpl.episerver.net • opti-pre.stockland.com.au • opti-pre.stockland.com.au.dxcloud.episerver.net • API Security Assessment of web services exposed on the Internet, used by both the Stockland Website (Public) and integration partners (Private). <ul style="list-style-type: none"> • 53 external facing APIs used by the Stockland Website and integration partners
<p>Deliverables:</p>	<p>Throughout the engagement, Deloitte to provide status updates on the progress of the assessment i.e., daily updates and stand-ups during execution and weekly status updates outside of this period. This will assist Stockland in understanding how the current project is tracking and help Deloitte testers identify any further areas that may need investigation.</p> <p>Deloitte Formal report that accommodated the following section:</p> <ul style="list-style-type: none"> • Executive Summary - Directed at executive management – A general overview of the security level of the systems tested, including major vulnerabilities and areas where the general approach to security needs to be improved. <p>We explain the implications of our findings within the business context of Stockland and provide an overall rating of security within the environment tested.</p> <ul style="list-style-type: none"> • Summary of Findings - Directed at operational management – A high-level breakdown of the vulnerabilities identified for each portion of the engagement. We provide an explanation of the finding, as well as the associated risk(s) and recommendations.

	<ul style="list-style-type: none">• Detailed Findings - Directed at operational management and technical staff – A detailed description of exposures and their context, together with supporting documentation. We assess the impact and associated technical risk of each identified exposure and make a prioritised technical recommendation to be implemented to address the identified exposures. The priorities and 'Detailed findings' section will also be supported by technical appendices where required. <p>In addition to the formal report, Deloitte will also provide findings in tabular form in a separate MS Excel file.</p> <p>Furthermore, our practitioners will provide detailed output from any scans, tools, or custom scripts used through engagement execution, for further perusal.</p> <p>Furthermore, any urgent findings items such as Critical or High rated findings will be raised with the management team as they are confirmed to assist with timely remediation.</p> <p>Stockland will provide timely review and feedback on the Deliverables via email within 4 weeks of issuing the report and before an invoice can be issued.</p>														
Specifications:	As per the requirements document (in Appendix A)														
Acceptance Criteria:	Stockland approval of the outlined Deliverables														
Delivery Dates / Milestones:	<table><tr><th>Milestones for Services delivery</th><th>Delivery Dates for Deliverables</th></tr><tr><td>Penetration Test of Stockland's main website including:<ul style="list-style-type: none">• Underlying APIs used by the Stockland Website (Public); and• APIs used by integration partners (Private)• Reporting</td><td>May 2023. Testing is to be done between 27th May – 12th June</td></tr><tr><td>Re-Testing (Optional) (Time-boxed)</td><td>June 2023</td></tr></table>			Milestones for Services delivery	Delivery Dates for Deliverables	Penetration Test of Stockland's main website including: <ul style="list-style-type: none">• Underlying APIs used by the Stockland Website (Public); and• APIs used by integration partners (Private)• Reporting	May 2023. Testing is to be done between 27 th May – 12 th June	Re-Testing (Optional) (Time-boxed)	June 2023						
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Re-Testing (Optional) (Time-boxed)	June 2023														
Appointed Representatives:	Stockland: Name: <i>Norbert Horvath</i> Role: <i>Program Manager – Cyber Security</i> Address: <i>133 Castlereagh Street, Sydney NSW 2000</i> Phone: <i>+61 478 815 815</i> Email: <i>Norbert.Horvath@stockland.com.au</i>	Consultant: Name: <i>Gautam Kapoor</i> Role: <i>Engagement Partner</i> Address: <i>225 George Street, Sydney NSW 2000 Australia</i> Phone: <i>+61 (0)455 663 776</i> Email: <i>gautakapoor@deloitte.com.au</i>													
Fees:	<p>The total fixed Fee payable by Stockland will not exceed \$37,400 (excluding GST). Payment milestones are:</p> <table><tr><th>Number</th><th>Description of milestone</th><th>Milestone payment</th></tr><tr><td>1</td><td>Penetration Test of Stockland's main website including:<ul style="list-style-type: none">• Underlying APIs used by the Stockland Website (Public); and• APIs used by integration partners (Private)• Preparation, Reporting & QA</td><td>\$ 30,000 (excluding GST)</td></tr><tr><td>2</td><td>Re-Testing (Optional) (time-boxed)</td><td>\$ 7,400 (excluding GST)</td></tr><tr><td colspan="2">Total:</td><td>\$ 37,400 (excluding GST)</td></tr></table> <p>Stockland must formally approve in writing milestone has been achieved before invoice is sent and processed for payment.</p>			Number	Description of milestone	Milestone payment	1	Penetration Test of Stockland's main website including: <ul style="list-style-type: none">• Underlying APIs used by the Stockland Website (Public); and• APIs used by integration partners (Private)• Preparation, Reporting & QA	\$ 30,000 (excluding GST)	2	Re-Testing (Optional) (time-boxed)	\$ 7,400 (excluding GST)	Total:		\$ 37,400 (excluding GST)
Number	Description of milestone	Milestone payment													
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2	Re-Testing (Optional) (time-boxed)	\$ 7,400 (excluding GST)													
Total:		\$ 37,400 (excluding GST)													
Permitted Expenses:	No expenses are expected.														

	<p>Following a request for approval by the Consultant, Stockland may approve reimbursement of these expenses in writing at its discretion.</p> <p>The Consultant may issue invoices to Stockland on a monthly basis for approved Permitted Expenses incurred during that month.</p>																								
Key Personnel	<table border="1"> <tr> <td>Role</td><td>Engagement Partner</td></tr> <tr> <td>Name:</td><td>Gautam Kapoor</td></tr> <tr> <td>Phone:</td><td>+61 455 663 776</td></tr> <tr> <td>Email:</td><td>gautakapoor@deloitte.com.au</td></tr> </table> <table border="1"> <tr> <td>Role</td><td>Quality Assurance Partner</td></tr> <tr> <td>Name:</td><td>Ashish Mahajan</td></tr> <tr> <td>Phone:</td><td>+61 (0)428 280 129</td></tr> <tr> <td>Email:</td><td>ashimahajan@deloitte.com.au</td></tr> </table> <table border="1"> <tr> <td>Role</td><td>Engagement Director</td></tr> <tr> <td>Name:</td><td>Avneet Kaur</td></tr> <tr> <td>Phone:</td><td>+61 455 055 622</td></tr> <tr> <td>Email:</td><td>avnkaur@deloitte.com.au</td></tr> </table>	Role	Engagement Partner	Name:	Gautam Kapoor	Phone:	+61 455 663 776	Email:	gautakapoor@deloitte.com.au	Role	Quality Assurance Partner	Name:	Ashish Mahajan	Phone:	+61 (0)428 280 129	Email:	ashimahajan@deloitte.com.au	Role	Engagement Director	Name:	Avneet Kaur	Phone:	+61 455 055 622	Email:	avnkaur@deloitte.com.au
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Name:	Avneet Kaur																								
Phone:	+61 455 055 622																								
Email:	avnkaur@deloitte.com.au																								
Approved subcontractors	N/A																								
Special conditions (if any)	<p>Assumptions:</p> <p>This Work Order and associated fees are based on the following assumptions. Any deviation from the assumptions that arise during the project shall be reviewed and managed through the Change Control process of the engagement. Parties agree that any changes to the following assumptions may result in an adjustment of the project schedule and fees:</p> <ul style="list-style-type: none"> • Stockland will be responsible for any change management processes. • Required Stockland stakeholders will be available for and will attend meetings and walk throughs. • Deloitte will provide Stockland with a summary of findings as required. This can be provided to Stockland within 48 hours of completion of the penetration test. • Deloitte will notify Stockland via approved channels of any critical or high vulnerabilities discovered within the same business day. • Deloitte will provide required alternative outputs as requested by Stockland (e.g., Daily status updates on penetration testing progress at close of business). • Deloitte will provide list of all external assets identified during discovery phase to Stockland. We will require assistance from Stockland to determine the critical business systems to target for the vulnerabilities. • Deloitte has factored two (2) days of contingency in case of issues that affect the technical security assessment timeline. • Since the effort is time-boxed Deloitte will focus the effort to identify but not restricted to Critical & High severity issues. <p>Exclusions</p> <p>For the avoidance of doubt, the Services:</p> <ul style="list-style-type: none"> • Do not include the implementation of any recommendations contained in our report. • Do not constitute a source code review; however, during this engagement, we may reveal and analyse underlying application code (through reverse engineering) to identify and exploit vulnerabilities or weaknesses. • Further, the following areas are specifically excluded from the test: 																								

	<ul style="list-style-type: none"> • Business as Usual ("BAU") processes, such as patch management, change management, and access control (does not exclude testing for weak or default credentials, or lack of appropriate access control on the external web applications identified during the discovery phase). • Test or review of any control, feature, software package, or operating system not defined in the Services. • Configuration review of any feature, device, software package or operating system not defined in the Services. • Source code or development processes security review. • Denial of Service ("DoS") exploitation, physical security and social engineering. • Business partner systems or transmission security within any service provider's network. • Any other test not explicitly defined in the Services. • Testing of management servers is to be excluded from the scope of the test at this time. • Assess any other applications or back-end systems (e.g., ERP) not defined in this letter. • Deliver formal training or develop training materials as part of the inclusive consulting hours. • Implement any recommendations contained in our report. <p>Stockland's Responsibilities</p> <p>Stockland acknowledge that Deloitte's ability to deliver the Services is dependent on Stockland meeting their responsibilities, as well as providing Deloitte with instructions and making timely decisions. Stockland's responsibilities will include access to the right people and documents and decisions in a timely manner. Deloitte may not be able to deliver the services within the agreed timeframes if Stockland do not meet these responsibilities. The parties agree that any non-performance of the following responsibilities may result in and adjustment of the project schedule and fees:</p> <ul style="list-style-type: none"> • Making all management decisions and performing all management functions within timeframes agreed in writing. • Will receive and seek any third party authorisations necessary to allow us to do our work including with ISP or any third party as may be required. • All decisions in connection with the implementation of any advice and recommendations raised as part of the Services. • Establishing and maintaining an effective system of internal control over its operations and financial reporting, including, without limitation, systems designed to achieve its control objectives and its compliance with applicable laws and regulations, including, without limitation, monitoring of ongoing activities. • Provision of information and data within timeframes agreed in writing. • Informing Deloitte in a timely manner of any need to change the testing schedule. • Obtaining authorisation from and notifying all third parties that may be directly affected by this engagement of Deloitte's activities and timings of such activities. • Taking the necessary precautionary steps to ensure that the testing activities will not, or will not be likely to, interfere with the functioning or availability of your systems prior to the testing commencing. Such steps should include but may not be limited to: <ul style="list-style-type: none"> • Preparing backups of all data, configurations, programs, networks and systems which could be exposed to the testing, to enable your staff to restore your systems to the state in which they were prior to the testing. • Updating and patching systems in accordance with current manufacturer and vendor recommendations. • Having your key support staff available during the testing. • Designating a Stockland single point of contact (Norbert Horvath), to oversee the Services hereunder on behalf of Stockland.
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	<ul style="list-style-type: none"> Evaluating on behalf of Stockland, the adequacy and results of the Services. Approving all assumptions underlying the performance of the Services as identified in this SoW and as may arise during the provision of the Services. Accepting responsibility for the results of the Services provided they are properly performed by us. You warrant that any IP addresses provided to Deloitte for testing are owned and used exclusively by Stockland. In connection with the Services, Deloitte shall be entitled to rely on all decisions and approvals of Stockland <p>Impact of Testing</p> <p>Stockland acknowledges that Deloitte's Work within the scope of this Agreement may cause disruption to your network, systems and processes. Deloitte will make reasonable efforts to limit the impact of testing on Stockland's network, subject to which, Stockland acknowledges and agree that Deloitte will not be responsible for network or other disruption from testing which falls within the scope of this Agreement.</p> <p>Stockland agrees to defend, indemnify and hold harmless Deloitte, its partners and employees from and against any and all third-party costs, expenses, demands, actions, suits or proceedings paid, incurred or suffered by or made or initiated against them or any third party arising out of or in connection with Deloitte's Services, as defined and set out under this Statement of Work.</p>	
Execution	<p>Executed for and on behalf of Stockland Development Pty Limited (ABN 71 000 064 835) by its authorised representative:</p> <p>DocuSigned by:  <small>92D6AD3E72624AB...</small></p>	<p>Executed for and on behalf of Deloitte Risk Advisory Pty Ltd (ABN 76 611 748 184) by its authorised representative:</p> <p>DocuSigned by:  <small>BB3470CE986646D...</small></p>
	<p>Signature of authorised representative Patrick McElhinney</p>	<p>Signature of authorised representative Gautam Kapoor</p>
	<p>Name of authorised representative (print)</p>	<p>Name of authorised representative (print)</p>

APPENDIX A: REQUIREMENTS DOCUMENT

Document Status: FINAL

Document Control

Date	Changes	Author
16-11-2022	Initial document creation	Patrick McElhinney
09-02-2023	Closure of comments from first review	Luca Versiglia
10-02-2023	Added detailed list of endpoints	Luca Versiglia
13/15-02-2023	Feedback Provided	Norbert Horvath – Ken Ngo
16-02-2023	Updated Objective, Risk Assessment Requirements and Assumptions, after reviewers' feedback	Luca Versiglia
21-02-2023	Updated as per comments feedback	Luca Versiglia

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Objective

The objective of this document is to outline the scope and requirements of the penetration testing of Stockland's customer website, which will assess its cybersecurity posture.

Website Pen Test Work Brief

With the rapid expansion of Internet-facing services and the inherent limitations of automated web application vulnerability scanning, it is becoming increasingly difficult to accurately assess the external attack surface presented by an organisation. From the various hosting environments to the increasingly diverse ecosystems they support, the volume and scope of potential issues continues to grow. Without accurate knowledge of what services are where, calculating the risk posed by external assets is often not an easy task.

The Stockland Cyber Security team performs regular vulnerability assessments across the known IP address ranges to identify potential security weaknesses. The team also utilise various 3rd party services to proactively monitor the environment and provide a second layer of defence. In addition, Stockland also engages 3rd parties annually to conduct an independent web application penetration test of its main corporate website - providing an unbiased assessment of the security of the environment.

Designed to identify weaknesses which are exploitable from the Internet, and to fill the gap created by a reliance upon scoped penetration testing and vulnerability scanning, a web application pen test aims to:

- Identify vulnerabilities present on the Stockland website.
- Identify configuration issues, and deviations from best-practice guidelines such as OWASP Top 10 and OWASP ASVS Level 1 (see the [OWASP ASVS](#) official guide for details of control requirements)
- Provide a prioritised view of findings to guide risk-based remediation.

Security Testing Requirements

The security testing should follow an accredited framework such as OWAASP Top 10, and OWASP ASVS Level 1.

Reporting

A report shall be provided to form a permanent record of the work undertaken. The report will provide Stockland with a detailed understanding of the scope, approach, and findings, along with a comprehensive set of recommendations designed to mitigate identified weaknesses.

The assessment shall provide a list of all Internet-facing services hosted on the website infrastructure identified during the assessment, and a report detailing any explicit security weaknesses found.

Each finding should have a write-up that includes:

- Meaningful title
- Severity Rating
- Summary of the finding
- Potential Business Impact
- Recommendation(s) for Remediation
- Screenshots or evidence, either in-line in the report or in an appendix

Scope

A list of all findings with the above detail must also be provided in an Excel format to assist remediation.

The assessment should encompass the in-scope Stockland website environment and supporting services. In doing so, the engagement should shed light on the attack surface exposed to the Internet whilst providing guidance to support a risk-managed approach to remediation.

The following two tables outline the domains and API endpoints in scope:

Bus ine ss unit	URL in Scope	Comment
Stockland Website	sdpl01mstr46o9lprep.dxcloud.episerver.net	Application-level IP-Restricted protected
Stockland Website	sdpl01mstr46o9lprep.azurewebsites.net	Application-level IP-Restricted protected
Stockland Website	sdpl01mstr46o9lprep-slot.dxcloud.episerver.net	Application-level IP-Restricted protected
Stockland Website	www-pre.stockland.com.au	IP restricted, access to external sources will be granted on an as-needed basis
Stockland Website	www-staging.stockland.com.au	CMS Entrypoint
Stockland Website	web-staging.stockland.com.au	Azure AD and SSO protected
Stockland Website	authoring-staging.stockland.com.au	Azure AD and SSO protected
Stockland Website	emails-authoring-staging.stockland.com.au	Azure AD and SSO protected
Stockland Website	emails-web-staging.stockland.com.au	Azure AD and SSO protected
Stockland Website - Optimizely	prep.sdpl01mstr46o9l.sdpl.episerver.net	Optimizely - CloudFlare WAF level - IP Restricted and Custom Header protected
Stockland Website - Optimizely	opti-pre.stockland.com.au	Optimizely - CloudFlare WAF level - IP Restricted and Custom Header protected
Stockland Website - Optimizely	opti-pre.stockland.com.au.dxcloud.episerver.net	Optimizely - CloudFlare WAF level - IP Restricted and Custom Header protected
Stockland Website - Halcyon	halcyonwebsitesanudokmhe.devcloud.acquia-sites.com	Halcyon Public The content management section is protected by basic authentication. The site has a robots.txt configured to disallow search indexing so that the domain should not be searchable in search engines such as google.com.

Business unit	API In Scope	
Stockland Website	https://f9ajv8spkd.execute-api.ap-southeast-2.amazonaws.com	
Stockland Website	https://www-pre.stockland.com.au/account/authenticated	
Stockland Website	https://www-pre.stockland.com.au/api/DataService/CorporateIcSubscriptionASXAnnouncementAlert	
Stockland Website	https://www-pre.stockland.com.au/api/DataService/CorporateIcSubscriptionCalendarAlert	
Stockland Website	https://www-pre.stockland.com.au/api/DataService/CorporateIcSubscriptionMediaReleaseAlert	
Stockland Website	https://www-pre.stockland.com.au/api/DataService/CorporateIcSubscriptionPresentationAlert	
Stockland Website	https://www-pre.stockland.com.au/api/DataService/CorporateIcSubscriptionReportAlert	
Stockland Website	https://www-pre.stockland.com.au/api/DataService/ImportAssets?filePath={path to csv file}	
Stockland Website	https://www-pre.stockland.com.au/api/DataService/ImportAsxAnnouncements?year=0&lastRun=2018-12-13%2009:20:06%20PM	
Stockland Website	https://www-pre.stockland.com.au/api/DataService/ImportResidentialProducts?{path to csv file}	
Stockland Website	https://www-pre.stockland.com.au/api/DataService/ImportRetailCml?filePath={path to csv file}	
Stockland Website	https://www-pre.stockland.com.au/api/DataService/ImportRetailVscI?filePath={path to csv file}	
Stockland Website	https://www-pre.stockland.com.au/api/DataService/ImportRetirementLivingProductCatalogue?filePath={path to csv file}	
Stockland Website	https://www-pre.stockland.com.au/api/DataService/ImportRetirementLivingProducts?filePath={path to csv file}	
Stockland Website	https://www-pre.stockland.com.au/api/DispatchMarketingAssetsService/UpdateProductsPublishResult	
Stockland Website	https://www-pre.stockland.com.au/api/DisplayVillageDetails?startAt={id}	
Stockland Website	https://www-pre.stockland.com.au/api/MarketingCollateralService/GenerateFiles	
Stockland Website	https://www-pre.stockland.com.au/api/OfferService/UnpublishOffer	
Stockland Website	https://www-pre.stockland.com.au/api/OfferService/UpdateOffer	
Stockland Website	https://www-pre.stockland.com.au/api/ProductImportService/ImportProject	
Stockland Website	https://www-pre.stockland.com.au/api/ProductImportService/ImportResidentialProduct	
Stockland Website	https://www-pre.stockland.com.au/api/ProductImportService/ImportRetirementLivingProduct	
Stockland Website	https://www-pre.stockland.com.au/api/ProductService/UpdateListingId	

Stockland Website	https://www-pre.stockland.com.au/api/ProductService/UpdateProductStatus	
Stockland Website	https://www-pre.stockland.com.au/api/alllots/{id}?from=xx&to=xx	
Stockland Website	https://www-pre.stockland.com.au/api/llc/productdetails?startAt={id}	
Stockland Website	https://www-pre.stockland.com.au/api/lots/{id}	
Stockland Website	https://www-pre.stockland.com.au/api/productdetails?startAt={id}	
Stockland Website	https://www-pre.stockland.com.au/api/productimportservice/ImportLeasingProduct	
Stockland Website	https://www-pre.stockland.com.au/api/productimportservice/ImportRetailStore	
Stockland Website	https://www-pre.stockland.com.au/api/products/{id}	
Stockland Website	https://www-pre.stockland.com.au/api/site/pages	
Stockland Website	https://www-pre.stockland.com.au/api/site/pageswithtracking	
Stockland Website	https://www-pre.stockland.com.au/public/Account/GetSfProjectId	
Stockland Website	https://www-pre.stockland.com.au/public/Enquiry/ContactUsSubmit	
Stockland Website	https://www-pre.stockland.com.au/public/Enquiry/RSVPSubmit	
Stockland Website	https://www-pre.stockland.com.au/public/Enquiry/RemindMeSubmit	
Stockland Website	https://www-pre.stockland.com.au/public/Enquiry/ShortlistSubmit	
Stockland Website	https://www-pre.stockland.com.au/public/Enquiry/Submit	
Stockland Website	https://www-pre.stockland.com.au/public/Recipe/GetRecipes	
Stockland Website	https://www-pre.stockland.com.au/public/Subscription/LandSubscribeSubmit	
Stockland Website	https://www-pre.stockland.com.au/public/Subscription/Submit	
Stockland Website	https://www-pre.stockland.com.au/public/Subscription/UnsubscribeFromMongo	
Stockland Website	https://www-pre.stockland.com.au/public/account/LookupUser	
Stockland Website	https://www-pre.stockland.com.au/public/account/authenticateuser	
Stockland Website	https://www-pre.stockland.com.au/public/enquiry/SubmitWhistleBlower	
Stockland Website	https://www-pre.stockland.com.au/public/genericcontentcontainer/GetArticles	
Stockland Website	https://www-pre.stockland.com.au/stk-api/CentresLocation	
Stockland Website	https://www-pre.stockland.com.au/stk-api/ClearProductSyndicationData	
Stockland Website	https://www-pre.stockland.com.au/stk-api/DeleteCustomerPII	
Stockland Website	https://www-pre.stockland.com.au/stk-api/DmsPageEvent	
Stockland Website	https://www-pre.stockland.com.au/stk-api/DmsShareEvent	
Stockland Website	https://www-pre.stockland.com.au/stk-api/DownloadCalendar	
Stockland Website	https://www-pre.stockland.com.au/stk-api/EverydayIdeasFacebookSharing	
Stockland Website	https://www-pre.stockland.com.au/stk-api/EverydayIdeasItem	
Stockland Website	https://www-pre.stockland.com.au/stk-api/EverydayIdeasList	

Stockland Website	https://www-pre.stockland.com.au/stk-api/EverydayIdeasSharedList	
Stockland Website	https://www-pre.stockland.com.au/stk-api/EverydayIdeasShoppingList	
Stockland Website	https://www-pre.stockland.com.au/stk-api/FacebookAccess	
Stockland Website	https://www-pre.stockland.com.au/stk-api/KPIAsset	
Stockland Website	https://www-pre.stockland.com.au/stk-api/Map	
Stockland Website	https://www-pre.stockland.com.au/stk-api/Map/GetStores	
Stockland Website	https://www-pre.stockland.com.au/stk-api/MonitorTDSpackageDeployer	
Stockland Website	https://www-pre.stockland.com.au/stk-api/PublishRequiredSitecoreContent	
Stockland Website	https://www-pre.stockland.com.au/stk-api/RebuildAllIndexes	
Stockland Website	https://www-pre.stockland.com.au/stk-api/ReportingMostViewed	
Stockland Website	https://www-pre.stockland.com.au/stk-api/StoreDetails	
Stockland Website	https://www-pre.stockland.com.au/stk-api/StoreImport	
Stockland Website	https://www-pre.stockland.com.au/stk-api/TradingHours	
Stockland Website	https://www-pre.stockland.com.au/stk-api/UpdateSitecoreSettings	

If additional API endpoints or associated domains are identified during the assessment, these should be included for assessment following consultation with, and agreement from the Stockland team.

Notes & Assumptions:

- Web Application Pen Testing – WAPT
 - Unauthenticated testing and authenticated testing (self-registration). Two registration/login forms are understood to exist within the application:
 - Shopping Centres – <https://www.stockland.com.au/shopping-centres/sign-in?returnUrl=%2fshopping-centres%2fsign-in>
 - Rest of website – <https://www.stockland.com.au/account/login>
 - Testing to be done against the 'pre-production' environment.
 - Pen testing should only be able to access the site using the above domains and API endpoints. Proponent IP addresses shall be whitelisted, with proponent to provide testing IPs to allow access to the 'pre' environment.
 - DoS, DDoS, and load testing of the website are not to be performed. This is not part of the assessment scope. However, validation of controls in place against these types of attacks may provide added value in this engagement.
 - Penetration tester must use a pre-agreed [web+\[custom-wording\]@stockland.com.au](mailto:web+[custom-wording]@stockland.com.au) (e.g. web+security-pentest-2023-03-01@stockland.com.au) Plus Addressing email format for testing, as this email is monitored and automatically closed by the backend systems so that it is not actioned by the business.
- Confidentiality
 - In the event of successful exploitation of the web application with access gained to PII or other sensitive information; this data must not be retained, nor presented in any associated reports. If screenshots are added in the report, PII and sensitive data must be redacted.
- Communications

- Stockland stakeholders to be notified before the commencement and at the conclusion of the testing (Distribution List to be confirmed)
 - Optimizely to be notified before testing (Ankita Gurbaxani n<Ankita.Gurbaxani@optimizely.com>)
- Timelines
 - **Preference to perform security testing activities in April.** Blackout times TBC pending proposed execution times/period

Stakeholders

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