

25 Mar 2025

Australia Pacific Valuers Pty Ltd ATF APV Unit Trust
Level 18, 344 Queen St
Brisbane QLD 4000

Dear Michelle,

APV Technical Documentation Phase 2 Proposal

Overview

Following our initial technical assessment, we're pleased to present this proposal for the next phase of work with APV. This phase will focus on systematically documenting the technical features and functionality of the APV software, following an iterative approach that will enable efficient knowledge capture and transfer.

Scope of Work

Our work will focus on supporting Paul in developing comprehensive technical documentation that can be mapped against business processes. This will involve:

Documentation Framework Development

- Create standard templates for documenting different components of the APV system
- Establish documentation standards and practices for consistency
- Group the ~30 identified controllers into logical business functions

Iterative Documentation Supervision & Review

- Guide Paul through the documentation of 2-3 features at a time
- Review documentation for completeness, accuracy, and clarity
- Provide feedback and recommendations for improvement
- Facilitate progressive improvements to documentation quality

Technical Guidance

- Provide expert advice on documenting the modular .NET architecture
- Assist with explaining complex technical concepts where necessary
- Help identify and document connections between different system components
- Ensure documentation properly captures abstractions and relationships

Integration with Business Process Documentation

- Support the eventual mapping between technical features and business processes
- Advise on documentation structure that will facilitate gap analysis
- Assist in identifying areas where technical functionality may not align with business needs

Approach

We propose an iterative approach where Paul will document 2-3 features at a time, followed by our review. This method will:

1. Allow for quick feedback and course correction
2. Establish patterns for further documentation

3. Break down a large task into manageable pieces
4. Ensure consistent quality throughout the process

Timeline & Deliverables

This engagement is expected to span 8-12 weeks, depending on the pace of documentation and review cycles. Key deliverables include:

- Documentation templates and standards
- Regular feedback on submitted documentation
- Technical guidance on architecture representation
- Final review and quality assurance of completed documentation

Team Structure

- Technical Lead: Tom Lagodzinski - Will provide expert technical guidance on the .NET architecture and review technical accuracy
- Project Manager: Victor Hong - Will oversee the project, coordinate reviews, and ensure alignment with APV's goals

Pricing & Terms

We propose a time and materials engagement with the following structure:

- Rate: \$330/hour (AUD, ex GST)
- Estimated Hours: 2-3 hours per week
- Engagement Length: 10-16 weeks (depending on documentation pace)
- **Total Estimated Cost Range:** \$5,280 - \$11,880

Payment Terms

- Monthly invoicing based on actual hours worked
- Net 14 days payment terms
- Detailed time reporting with each invoice

Project Management

- Weekly check-in with Paul (30 minutes)
- Monthly progress review with APV management
- Notification if monthly hours are trending to exceed 12 hours

Assumptions

- Paul will be the primary documentation author
- APV will provide continued access to necessary systems and code repositories
- Documentation will focus on existing functionality rather than planned features
- Reviews will be conducted remotely

Next Steps

To proceed with this engagement, please:

1. Review and approve this proposal
2. Sign and return the attached agreement
3. Schedule a kickoff meeting to establish documentation priorities – Teams call with Paul, Michelle, Yogi, Victor

How we will charge:

We will invoice APV for our services and disbursements in this matter on a time and materials basis as detailed below:

Technical Assessment Rate Structure:

- \$330/hour (ex GST)
- Estimated total hours per week: 2 hours

Project Management:

- Client notification if hours are expected to exceed estimates
- Client approval required for work beyond estimated range

Invoicing Schedule:

- Invoices every month as the project progresses

STANDARD TERMS AND CONDITIONS

The following terms and conditions, together with the information contained on the previous pages of this document and any referenced Exhibits, constitute the agreement (“Agreement”) between **Ten Hills Pty Ltd** (trading as GETCIPLE) ABN 15 668 567 413 and **Australia Pacific Valuers Pty Ltd ATF APV Unit Trust** (“Client”) ABN 23 698 472 195

1. INVOICING

- a. Unless otherwise indicated, invoices for services and expenses shall be rendered monthly, or upon completion of the services if the duration of this Agreement is less than one month. Where services are provided on a time and expense basis, Ten Hills Pty Ltd will not exceed any maximum amount identified without the express written permission of the Client. If services are completed for less than the maximum amount specified, the Client will be invoiced the lesser amount.
- b. Unless otherwise indicated, where the engagement requires Ten Hills Pty Ltd staff to work away from home to perform the services described in this agreement, the Client will also be billed for Ten Hills Pty Ltd actual and reasonable costs relating to travel. All such costs will be previously agreed with the Client in writing. In addition, the following expenses reasonably incurred during performance of the services by Ten Hills Pty Ltd will be billed to the Client, mileage, parking, tolls, etc.
- c. Ten Hills Pty Ltd will invoice the Client for all agreed expenses at the end of engagement with appropriate supporting documentation.
- d. Payment terms are 14 days from the invoice date.
- e. In the case of non-payment or delinquent payment of any invoices, Ten Hills Pty Ltd may, at its sole discretion: (i) suspend Customer access to the Services; (ii) terminate this Agreement; or, (iii) continue to provide the services, for a period solely determined by Ten Hills Pty Ltd, in anticipation of full and prompt payment by Client. Any amount which is unpaid when due shall be subject to interest equal to the lower of 1.5% per month or the highest applicable legal rate. Ten Hills Pty Ltd shall be entitled to reimbursement for any costs associated with the collection of any past-due balance.

2. SERVICES

Ten Hills Pty Ltd agrees to provide the services to the Client:

- a. faithfully and diligently;
- b. in a professional manner and in compliance with all applicable laws;
- c. to the highest standards, in the best interests of the Client and not in any way prejudicial to or adversely affecting the business or affairs of the Client;
- d. by reporting to the Client; and
- e. in a manner that complies with the Client's applicable codes, policies and procedures.

3. CONFIDENTIALITY

- a. Except as authorised or required by this agreement or by court order, Ten Hills Pty Ltd, its employees, contractors or agents, will not use or disclose to any person or persons, any confidential information which may come to their knowledge in the performance of the services for the Client, and will keep and procure to be kept by such person or persons (disclosure to whom will be strictly on a need-to-know basis) with complete secrecy all confidential information entrusted to Ten Hills Pty Ltd and will not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Client or may be likely so to do.
- b. The restriction in clause 3(a) will apply during and after termination of this agreement but will cease to apply to information which may come into the public domain, other than as a result of a breach by Ten Hills Pty Ltd of this agreement.

4. LIMITATION OF WARRANTY AND LIABILITY

- a. Subject to clause 2, Ten Hills Pty Ltd makes no warranties, express, or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose.
- b. Neither party shall be liable for any indirect, punitive, exemplary, special, incidental, or consequential damages arising out of this agreement. Each party's entire liability under this engagement is limited to the total amount paid to Ten Hills Pty Ltd for this engagement.

5. INSURANCE

- a. During the term of this agreement, Ten Hills Pty Ltd must (at their own cost) take out and maintain public liability insurance, on terms and for amounts acceptable to the Client.
- b. Ten Hills Pty Ltd must provide the Client, on request, copies of certificates of currency for the insurances required under clause 5.a.
- c. Ten Hills Pty Ltd agrees to perform and observe all obligations required by law in relation to itself and its employees.

6. TERMINATION

Despite any other term of this agreement, the Client may by notice in writing terminate this agreement with immediate effect if Ten Hills Pty Ltd or any of its employees, contractors or agents:

- a. commits a serious or persistent breach or non-observance of this agreement;
- b. is unable to or does not for any reason adequately provide, in good faith and the reasonable opinion of the Client, the services in accordance with the terms of this agreement; or
- c. is guilty of conduct which, in the reasonable opinion of the Client, might injure the reputation or business of the Client.

7. DOCUMENTS AND OTHER PROPERTY

- a. All property, including documents and copies created by Ten Hills Pty Ltd, or which come into the possession of Ten Hills Pty Ltd pursuant to the performance of the services, is the sole and exclusive property of the Client.
- b. On termination of this agreement, Ten Hills Pty Ltd will, without further demand, deliver to the Client or its authorised representative:
 - i. all documents in the possession or control of Ten Hills Pty Ltd relating in any way to any confidential information, trade secrets of, or to the business or affairs of the Client; and
 - ii. any property of the Client or any related body corporate of the Client.

8. INTELLECTUAL PROPERTY

- a. Any invention, discovery, design, improvement or item capable of protection by patent, design, registration, copyright or any other form of intellectual property protection made or discovered by Ten Hills Pty Ltd during the performance of the services for the Client will belong absolutely to the Client and Ten Hills Pty Ltd agrees to execute any document required to give effect to this.
- b. The Client acknowledges that Ten Hills Pty Ltd shall retain ownership of any pre-existing Ten Hills Pty Ltd materials identified as pre-existing Ten Hills Pty Ltd materials incorporated into a deliverable under this Agreement. Ten Hills Pty Ltd grants to the Client a non-exclusive, non-transferable licence, at no additional charge, to use such pre-existing materials for the Client's internal business purposes only. Access to the pre-existing materials will be restricted to the Client's full-time employees and contractors while engaged by the Client.
- c. Ten Hills Pty Ltd shall retain all rights in its proprietary methodologies for delivery of its services (Methodology) which may be used by Ten Hills Pty Ltd and/or provided by Ten Hills Pty Ltd to the Client during the course of the services. The Client acknowledges to hold Ten Hills Pty Ltd' methodologies in confidence in accordance with the Confidentiality clause of this agreement.

9. SOLICITATION OF EMPLOYEES

Unless otherwise approved in writing, for the term of this agreement and twelve months beyond, neither party will solicit for employment or contract any current or former employee of the other party who was involved with the services provided under this agreement.

10. NATURE OF RELATIONSHIP

- a. The relationship between the Client and Ten Hills Pty Ltd under this agreement is that of principal and contractor. Nothing in this agreement constitutes Ten Hills Pty Ltd, its employees, contractors or agents as an employee of the Client.
- b. Ten Hills Pty Ltd acknowledges and agrees that neither it nor its employees, contractors or agents are the legal representatives, agents or joint venturers of the Client for any purpose.

11. GENERAL

- a. Neither party may assign its rights and/or obligations under this agreement without the other party's prior written consent, which consent may not be unreasonably withheld.
- b. This agreement supersedes all prior written or oral understandings between Ten Hills Pty Ltd and the Client with respect to the services or materials provided under this agreement.
- c. The terms of this agreement may be modified only by written Change Order signed by both parties.
- d. Prices and charges under this agreement are exclusive of all taxes, including state and local use, sales, property and similar taxes.
- e. This Agreement will be governed by the laws of the State of New South Wales in the Commonwealth of Australia.

12. AUTHORISATION

By signing this authorisation, both the Client and Ten Hills Pty Ltd agree that the complete agreement between us regarding this project will consist of this quotation dated as below and Ten Hills Pty Ltd's Standard Terms and Conditions.

This agreement can only be modified when both of us agree in writing.

Agreed on behalf of:

Accepted on behalf of:

**Australia Pacific Valuers Pty Ltd ATF APV
Unit Trust**

ABN 23 698 472 195
Level 18, 344 Queen St
Brisbane QLD 4000

Ten Hills Pty Ltd

ABN 15 668 567 413
Suite 508, 71-73 Archer
St
Chatswood NSW 2067

By:
(Authorised Signatory)
Name:
Position:
Date:

By:
(Authorised Signatory)
Name: Victor Hong
Position: Director
Date: