

## BPA Analytics' Intellectual Property Statement

To whom it may concern,

The purpose of this document is to draw to your attention to the intellectual property arrangements in respect of your organisation's use of a BPA Analytics Report.

Pursuant to the terms of our Retainer Agreement, and notwithstanding your organisation's commissioning of the Report, the intellectual property in the Report remains the property of BPA Analytics Pty Ltd. That intellectual property involves:

- the questions and methodology contained in the survey;
- the text of the Report and its annexures;
- the substance of the confidential information contained in the text of the Report.

In essence, your organisation has retained the services of BPA Analytics to compile and present the Report and in turn, BPA Analytics affords your organisation with an indefinite, complementary, exclusive licence to use the copyright and information in the Report for the purposes for which it was commissioned.

The contents of the Report are highly confidential and further to the implications of BPA Analytics retaining ownership of the copyright in the text, the Report cannot be duplicated:

- by any third party for any purpose other than within the scope of the Retainer;
- without the written permission of BPA Analytics Pty Ltd.

Specifically, if there is any prospect that the Report will be

- used;
- duplicated;
- published

... by any third party and for any purpose currently anticipated or otherwise – including litigious purposes or within the context of any industrial dispute, the preliminary written permission of BPA Analytics must be sought.

Without such written permission, any unauthorised use, publication or duplication of the Report will be an infringement of the intellectual property rights of BPA Analytics Pty Ltd.

In the circumstances, you as our client have a contractual and fiduciary obligation to BPA Analytics to:

- respect the intellectual property rights in the Report of BPA Analytics Pty Ltd;
- advise BPA Analytics by email [contactus@bpanz.com] should there be any actual or potential misuse of the intellectual property within these terms of our delivery of the Report.

The Report contains highly sensitive and significant information. Should that information fall into the hands of parties other than those who commissioned the Report in the instance, there is potential for considerable damage to be done:

- not only to BPA Analytics Pty Ltd; but
- your organisation that commissioned the Report in the first instance.

Should these directions be contradicted, then that party being:

- your organisation as our client;
- the third party who duplicated the material

... will be liable to BPA Analytics Pty Ltd.

Without hearing back from you to the contrary, we presume these arrangements regarding the Intellectual Property in the Report are acceptable. Should you, as the Senior Representative of the organisation who commissioned the Report be unable or unwilling to work within these intellectual property directions, please immediately advise.

Thank you for your co-operation on these matters.

Authorised by:



**Glenn Parle**  
Chief Executive Officer  
BPA Analytics