

DEED OF AMENDMENT
(No. 3)

This **Deed of Amendment** is made on 17 December 2021

BETWEEN

Parties:

1. The **Workers Compensation Nominal Insurer** (ABN 83 564 379 108), of Level 15, 321 Kent Street Sydney NSW 2000 ("**Nominal Insurer**"); and
2. **Employers Mutual NSW Limited** (ABN 52 003 201 885) of Level 3, 545 George Street, Sydney NSW 2000 ("**Service Provider**"); and
3. **Employers Mutual Management Pty Limited** (ABN 11 001 735 191) of Level 3, 545 George Street, Sydney NSW 2000 ("**Asset Owner**").

RECITALS

- A. The Nominal Insurer, Service Provider and the Asset Owner are all parties to the Service Provider Agreement, dated 1 January 2018, as amended and restated in accordance with previous deeds of amendment ("**Agreement**").
- B. The parties entered into a Deed of Novation, dated 6 November 2020, to remove IC1 as a party from the Agreement and transfer all of IC1's rights, obligations and responsibilities to the Nominal Insurer, in anticipation of its deregistration ("**Deed of Novation**").
- C. The parties entered into a deed of amendment, dated 19 November 2020 to extend the Initial Agreement Period for a period of one (1) year, pursuant to clause 4.2(a) of the Agreement ("**Deed of Amendment No. 2**").
- D. The parties wish to make certain changes to the Agreed Terms and Schedules, and agree to the variations to the Agreement, outlined in clause 2 to this Deed.

Operative Provisions

1. Definitions and Interpretation

- 1.1. This Deed shall be interpreted as if it were part of the Agreement.
- 1.2. The defined terms used in this Deed have the same meaning as set out in the Agreement and associated Schedules, Manuals and Appendices unless otherwise stated as below, or unless the context requires otherwise.

2. Amendments to the Service Provider Agreement

- 2.1. The parties agree that the Agreement shall be amended effective from the date of signing except as otherwise provided.

2.2. Amendment to the Parties

The references to the Nominal Insurer as a party to the Agreement are amended to "**Insurance**

and Care NSW acting for the **Workers Compensation Nominal Insurer** ABN 83 564 379
108 of 321 Kent Street, Sydney NSW 2000”.

2.3. Extension of Agreement

The Nominal Insurer elects to extend the Initial Agreement Period for a period of one (1) year, pursuant to clause 4.2(b) of the Agreement and subject to the terms of this Deed.

2.4. Amendments to the Agreed Terms

- A. Clause 44 of the Agreement is amended to include a new subclause (44.5 Compliance with Modern Slavery Laws) as set out below.

“44.5 Compliance with Modern Slavery laws

- (a) In this clause 44.5, terms not defined elsewhere in this Agreement are given the meaning ascribed to them under the Modern Slavery Act 2018 (NSW) and its subsequent amendments (the “**Act**”).
- (b) The Service Provider must comply with all applicable modern slavery laws, including that of the Act, and ensure that the Services are not the product of modern slavery within the meaning of the Act. This includes, but is not limited to the Service Provider:
- (i) conducting due diligence in relation to modern slavery in its business and supply chains, and any entities that the Service Provider owns and controls; and
 - (ii) identifying parts of the Service Provider's business and those of its supply chains where there is a risk of modern slavery taking place, and having appropriate processes in place to assess, manage and remediate that risk.
- (c) Where requested by the Nominal Insurer, the Service Provider must show evidence of its compliance with the Act and paragraph (b) above.
- (d) The Service Provider must:
- (i) Comply with any directions by the Nominal Insurer that allow it to undertake reasonable steps to ensure that the Services are not the product of modern slavery under section 175 of the Public Works and Procurement Act 1912 (NSW),
 - (ii) provide information and assistance to the Nominal Insurer, icare or its nominee to conduct due diligence or an audit in relation to modern slavery.
- (e) The Service Provider must also observe the following in relation to the Modern Slavery Act 2018 (Cth) and its subsequent amendments (the “**Federal Act**”):
- (i) where the Service Provider is deemed a “reporting entity” under the Federal Act, it must comply with its obligations under the Federal Act, including, but not limited to, preparing modern slavery statements annually. The Nominal Insurer may request to see a copy of such modern slavery statement.
 - (ii) where the Service Provider is not a reporting entity under the Federal Act, but has volunteered to submit a voluntary modern slavery statement under Part 1, section 6 of the Federal Act, the Nominal Insurer may request to see a copy of such voluntary modern slavery statement.”
- B. Clause 54 of the Agreement (subclauses 54.1 and 54.2 only) is deleted and replaced with the amended wording set out in Annexure 1 of this Deed.
- C. Appendix A (*Glossary*) is amended with the addition of the following:

“**COVID-19 Claim**” is as defined in Attachment 4.04 (*COVID-19 Claims*).

“**Data Breach**” means unauthorised access to or unauthorised disclosure of Personal Information or a loss of Personal Information which results in an adverse impact to the

Nominal Insurer or its Personnel, a Worker, an Employer or any other third party.

“**Near Miss**” means unauthorised access to or unauthorised disclosure of Personal Information or a loss of Personal Information that could have resulted in an adverse impact on the Nominal Insurer or its Personnel, a Worker, an Employer or any other third party but was narrowly avoided.

2.5. Amendments to the Schedules

Effective 1 January 2022, Schedule 4 (*Performance Management and Remuneration*) and its attachments are deleted and replaced with the amended schedule attached at Annexure 2 to this Deed and its attachments, including a new Attachment 4.04 (*COVID-19 Claims*).

2.6. Counterparts

This Deed may be executed in any number of counterparts by the parties, which when taken together will constitute one deed.

2.7. Confidentiality

The parties agree that they will at all times comply with the confidentiality requirements as set out in clause 46 of the Service Provider Agreement.

2.8. Variations

All amendments or variations to this Deed must be in writing and agreed by both parties.

2.9. Affirmation of the Service Provider Agreement

The Service Provider Agreement is to be read and construed subject to this Deed. The provisions of the Service Provider Agreement are ratified and confirmed and, subject to the amendments contained in this Deed, the Service Provider Agreement will continue in full force and effect.

2.10. Further Assurance

Each party must do everything necessary or reasonably required by the other party to give effect to this Deed and the transactions contemplated by this Deed.

2.11. Governing law and jurisdiction

This Deed is governed by the law in force in New South Wales. The parties submit to the jurisdiction of the courts of New South Wales.

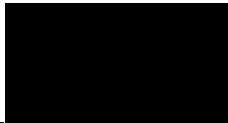
2.12. Legal costs

Each party must pay its own legal costs and disbursements in connection with entering into this Deed.

EXECUTED AND DELIVERED AS A DEED IN SYDNEY

The parties agree that this Deed may be signed electronically in accordance with the *Electronic Transactions Act 2000*.

Executed by Insurance and Care NSW
acting for the **Workers Compensation**
Nominal Insurer (ABN 83 564 379 108) by
its duly authorised representative:



Signature of authorised representative

In the presence of:



Signature of witness



Name of authorised representative (print)



Name of witness (print)

17 December 2021

Date

Executed by Employers Mutual NSW Limited (ABN 52 003 201 885) in accordance with section 127 of the Corporations Act 2001:



Signature of director



Name of director (print)

14 December 2021

Date



Signature of director / ~~company secretary~~
(Please delete as applicable)



Name of director / ~~company secretary~~ (print)

Executed by Employers Mutual Management Pty Limited (ABN 11 001 735 191) in accordance with section 127 of the Corporations Act 2001:



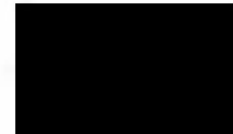
Signature of director



Name of director (print)

14 December 2021

Date



Signature of director / ~~company secretary~~
(Please delete as applicable)



Name of director / ~~company secretary~~ (print)