



Australian Government Solicitor

DEED

DEED OF SETTLEMENT

The partners of the partnership known as
PricewaterhouseCoopers, Australia
ABN 52 780 433 757

Commissioner of Taxation of the Commonwealth of Australia

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DEED

DEED OF SETTLEMENT

Date

This Deed is dated

Parties

This Deed is made between and binds the following parties:

1. **The partners of the partnership known as PricewaterhouseCoopers, Australia, ABN 52 780 433 757**
One International Towers Sydney, Watermans Quay, Barangaroo NSW 2000,
(PwC)
2. **Commissioner of Taxation of the Commonwealth of Australia**
One of whose addresses is
2 Constitution Avenue, Canberra, ACT 2600 (the **Commissioner**)

Context

This Deed is made in the following context:

- A. PwC is an Australian multiple disciplinary partnership, being an unincorporated legal practice within the meaning of section 6 of the Legal Profession Uniform Law (NSW), between Australian legal practitioners, accountants and other professionals (non-legal advisors).
- B. On the dates listed in Schedule 2, the Commissioner issued the Formal Notices to PwC.
- C. On the dates listed in Schedule 2, PwC responded to the Formal Notices.
- D. On the dates listed in Schedule 2, the Commissioner issued the Position Papers to PwC.
- E. On the dates listed in Schedule 2, PwC responded to the Position Papers.
- F. On 21 November 2022, the Commissioner issued his Reasons for Decision to PwC.

- G. The parties wish to settle the Div 284 Dispute, making no admissions as to liability, and have agreed on the terms set out in this Deed.

Operative provisions

In consideration of the mutual promises contained in this document, the parties to this Deed agree as follows:

1. Interpretation

1.1. Definitions

- 1.1.1. Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

1936 Act	means the <i>Income Tax Assessment Act 1936</i> (Cth)
1997 Act	means the <i>Income Tax Assessment Act 1997</i> (Cth)
Acts	means the 1936 Act and the 1997 Act
AD(JR) Act	means the <i>Administrative Decisions (Judicial Review) Act 1977</i> (Cth)
Assessment	means the assessment as to administrative penalties under Div 284, notice of which is to issue to PwC pursuant to clause 2.1
ATO	means Australian Taxation Office
Commissioner	means the Commissioner of Taxation of the Commonwealth of Australia and includes, as required, his successors or assignees, persons to which he has delegated his powers under the Acts and the TAA, and persons those delegates have authorised to exercise such powers
Certificate of Compliance	means a report provided by PwC to the Commissioner in 2023, 2024 and 2025 in relation to the following matters for the immediate prior income year: <ul style="list-style-type: none"> a. confirming the operation of the MDP Protocol to the delivery of tax advice as a legal service, including the process of making LPP claims to the Commissioner; b. the operation of the mandatory triage and approval process for tax advice as a legal service (clause 3.3);

	<ul style="list-style-type: none">c. compliance with its obligations to conduct the Training (clause 3.4);d. compliance with its obligations to conduct the File Review (clause 3.5); ande. compliance with the reporting protocol (clause 3.6)
Div 284	means Division 284 of Schedule 1 to the TAA
Div 284 Dispute	means the dispute between the Commissioner and PwC in relation to: <ul style="list-style-type: none">a. the application of Div 284 to those LPP claims made by PwC in response to the Formal Notices which relate to the clients the subject of each of the Position Papers and Reasons for Decision; andb. the consequential administrative penalties to be imposed under Div 284
Due Date	means the due date of an assessment, as calculated pursuant to the TAA
FOI Act	means the <i>Freedom of Information Act 1982</i> (Cth)
Formal Notices	means the notices issued by the Commissioner to PwC under s 353-10 of Schedule 1 to the TAA, which are described in Schedule 2, part 1
LPP	means legal professional privilege
LPP Protocol	means the legal professional privilege protocol 'Compliance with formal notices - claiming legal professional privilege in response to formal notices' published by the Commissioner in June 2022
MDP Protocol	means the protocol on the provision of legal services 'MDP Protocols for legal services' published by PwC in September 2013
Parliament	means the Parliament of the Commonwealth of Australia, and includes the House of Representatives, the Senate, a committee of a House or of both Houses, including a committee of a whole House and a committee established by an Act, and a sub-committee of such a committee
Position Papers	means the position papers issued by the Commissioner with respect to his position on the application of Div 284 to the conduct of

PwC	<p>PwC in responding to the Formal Notices, which are described in Schedule 2, part 3 means the partnership known as PricewaterhouseCoopers, Australia, ABN 52 780 433 757, and includes each of the partners of that partnership from time to time</p>
PwC Partnership Agreement	<p>means the partnership agreement dated 28 June 2022 in respect of the partners from time-to-time of the partnership known as PricewaterhouseCoopers, Australia ABN 52 780 433 757</p>
PwC Remedial Action	<p>means the actions to be undertaken by PwC to address the Commissioner's concerns, pursuant to the following terms of this Deed:</p> <ol style="list-style-type: none">a. the update of its MDP Protocol (clause 3.2);b. the mandatory triage and approval process for tax advice as a legal services engagement (clause 3.3);c. the training of PwC partners and staff who provide tax advice as a legal service (clause 3.4);d. the annual file reviews (clause 3.5);e. the PwC reporting protocol (clause 3.6);f. the independent review (clause 3.7); andg. the certificate of compliance (clause 3.8)
Reasons for Decision	<p>means the reasons for decision issued by the Commissioner on 21 November 2022 to impose Div 284 administrative penalties with respect to the LPP claims made by PwC in response to the Formal Notices relating to [REDACTED]</p>
TAA	<p>means the <i>Taxation Administration Act 1953</i> (Cth)</p>
Transparency Report	<p>means the Annual PwC Australia Transparency Report prepared based on the World Economic Forum International Business Council Stakeholder Capitalism Metrics</p>

1.2. Interpretation

- 1.2.1. In this Deed, unless the contrary intention appears, a reference to:
- a. this Deed includes the recitals, clauses and schedules of this Deed, and any annexures to this Deed;
 - b. a statute includes:
 - i. all rules and regulations under the statute;
 - ii. all amendments to the statute; and
 - iii. subsequent statutes passed in substitution for the statute, or incorporating any of its provisions;
 - c. a particular provision of a statute includes:
 - i. all subsequent amendments to the provision; and
 - ii. all other provisions passed in substitution for the provision, or incorporating any of the provisions;
 - d. any one gender includes each other gender (as the case may require);
 - e. money is to Australian dollars, unless otherwise stated; and
 - f. a person includes:
 - i. any type of entity or body of persons, and includes a firm, corporation, body corporate, unincorporated association or any governmental authority;
 - ii. any other entity or body whether or not it is incorporated or has a separate legal identity; and
 - iii. that person's executors, administrators, legal personal representatives, successors and permitted assigns.
- 1.2.2. The singular includes the plural and vice versa.
- 1.2.3. Any word, term or expression for which a particular or special meaning has been attributed or ascribed to it by the Acts, the TAA or any other statute, will be given that particular or special meaning in this Deed.
- 1.2.4. An agreement on the part of, or in favour of, two or more persons binds them or any one of them jointly and severally.
- 1.2.5. If a word is defined, another part of speech has a corresponding meaning.

1.3. Headings

- 1.3.1. All headings in this document have been inserted for the purpose of ease of reference only. They do not affect the meaning or interpretation of this Deed.

2. Obligations of the Commissioner

2.1. Give effect to the imposition of administrative penalties

The Commissioner will give effect to the imposition of administrative penalties as particularised in Schedule 1 by the issue to PwC, as soon as practicable after the date this Deed comes into force, of a notice of assessment of penalties under Div 284.

- 2.1.1. Schedule 1 to this Deed particularises the imposition, assessment and remission of administrative penalties.
- 2.1.2. The Commissioner will take no further action in relation to the Div 284 Dispute except as provided for in this Deed.

2.2. Acknowledgements: PwC Remedial Action

- 2.2.1. The Commissioner acknowledges that compliance with the PwC Remedial Action and payment of the amount set out at clause 3.1 will address the Commissioner's concerns which have given rise to the Div 284 Dispute.

3. Obligations of PwC

3.1. Payment

- 3.1.1. Without admission of liability by PwC, PwC agrees to pay to the Commissioner the balance owing under the notice of the assessment of administrative penalty which will issue in accordance with clause 2.1 of the Deed, and is particularised in Schedule 1, on or before the Due Date of the Assessment.
- 3.1.2. Time is of the essence in the performance by PwC of its obligations under clause 3.1.1.

3.2. PwC MDP Protocol

- 3.2.1. PwC will update its MDP Protocol such that the MDP Protocol also includes a requirement for PwC to draw its clients' attention to the LPP Protocol in PwC's engagement letter when engaged to provide tax advice as a legal service.
- 3.2.2. PwC has provided its draft MDP Protocol to the Commissioner and will consider any comments made by the Commissioner before the draft is finalised.

3.3. PwC mandatory triage and approval process for tax advice

- 3.3.1. PwC will, in the income years 2023, 2024 and 2025, maintain a mandatory triage and approval process for certain tax advice matters characterised as legal services engagements.
- 3.3.2. Details of the triage and approval process are to be provided to the Commissioner by 30 September of each year, or such later date as may from time to time be agreed by the parties in writing.

3.4. PwC Training

- 3.4.1. PwC will conduct mandatory annual training, in each of the income years 2023, 2024 and 2025, for PwC's partners and employees who provide tax advice as a legal service or are involved in making LPP claims in respect of tax advice (the **Training Participants**).
- 3.4.2. The objectives of the training will include understanding and applying the MDP Protocol (the **Training**).
- 3.4.3. A copy of the information and materials to be presented during the Training is to be provided to the Commissioner by 30 September of each year, or such later date as may from time to time be agreed by the parties in writing.
- 3.4.4. PwC will maintain a register of the participants who attend and complete the Training and take all reasonable steps to procure the attendance of PwC's partners and employees who provide tax advice as a legal service.

3.5. PwC File Review

- 3.5.1. For the income years 2023, 2024 and 2025, PwC will conduct an annual file review on a sample basis of tax advice legal services engagements, such that each partner who has provided tax advice as a legal service in an income year has a minimum of one legal services tax advice file reviewed for that income year, to assess compliance with the MDP Protocol and the mandatory triage and approval process set out in clause 3.3 (**File Review**).
- 3.5.2. Before the commencement of the File Review, PwC will provide the Commissioner with details of the proposed scope of the review.
- 3.5.3. Files which do not meet the criteria outlined in the scope of review will be subject to PwC's consequence management framework.

3.6. PwC reporting protocol

- 3.6.1. Each year, for the income years 2023, 2024 and 2025, the Australian Tax Business Leader of PwC will report to the executive board of PwC located in Australia on:

- a. the attendance at the Training (clause 3.4); and
- b. data on the outcomes of the File Review (clause 3.5).

3.7. Independent Reviewer

- 3.7.1. PwC will, by 30 September 2025 or such later date as shall be agreed from time to time in writing by the parties, select and engage an independent reviewer to undertake a review of the design and operational effectiveness of the MDP Protocol and the mandatory triage and approval process set out in clause 3.3.
- 3.7.2. The outcome of the review is to be summarised in the next Transparency Report to be prepared following receipt of the independent reviewer's report.

3.8. Certificate of Compliance

- 3.8.1. PwC will, by 30 September of 2023, 30 September 2024, and 30 September 2025 or such later dates as may be agreed from time to time in writing by the parties, provide a Certificate of Compliance to the Commissioner.

3.9. No objection against the Assessment

- 3.9.1. PwC will not make any objection to or request an amendment or review of the Assessment issued in accordance with clause 2.1 of the Deed if raised on the terms set out in this Deed.

3.10. No objection against the remission of administrative penalties

- 3.10.1. PwC will not object against the remission decision or decisions to be made in accordance with clause 2.1 of the Deed if made on the terms set out in this Deed.

3.11. Review & FOI

- 3.11.1. PwC agrees that it will not seek any review of the matters the subject of the Div 284 Dispute, or of related decisions, under the AD(JR) Act or administrative law generally or seek disclosure under the FOI Act of the Commissioner's documents in relation to the matters the subject of the Div 284 Dispute unless the Commissioner breaches any of his or her obligations under this Deed.

3.12. Right to plead this Deed in bar and defence

- 3.12.1. The Commissioner agrees that PwC may plead this Deed to bar or defend any claim or action (including any claim for costs) brought by the Commissioner relating to this Deed.

4. Other warranties and acknowledgements by PwC

4.1. Warranty

- 4.1.1. PwC warrants that to the best of its knowledge and belief it has made disclosure of all relevant and material facts to the Commissioner which relate to the Reasons for Decision, prior to entering into this Deed.

4.2. Action the Commissioner may take if no full and true disclosure

- 4.2.1. If there has not been full and true disclosure of all relevant and material facts relevant to the Commissioner as warranted by clause 4.1.1, the Commissioner may in his absolute discretion take whatever further action he considers appropriate, including, without limitation:
- a. electing that this Deed be terminated;
 - b. electing that this Deed is void (as if it had never been executed) as against all parties to this Deed (except insofar as the warranties, indemnities or undertaking referred to in this Deed are concerned); or
 - c. rescinding, reversing or amending any of the things referred to in clause 2.

4.3. Acknowledgment as to recovery action if failure to pay Assessment

- 4.3.1. PwC acknowledges that, if it defaults in performing its obligations under clause 3.1 the Commissioner may take whatever action is necessary to recover the full amount outstanding in respect of the tax-related liability, including taking action to:
- a. obtain judgment against PwC; and
 - b. cause a trustee in bankruptcy to be appointed to administer the estate of PwC.

4.4. Warranties and representations in relation to the execution of this Deed

- 4.4.1. PwC warrants and represents to the Commissioner that as at the date of this Deed:
- a. the execution and delivery of this Deed has been properly authorised by all necessary action by them;
 - b. they have full power and lawful authority to execute and deliver this Deed and to perform or cause to be performed their obligations under this Deed;
 - c. provided this Deed constitutes a legal, valid and binding obligation on all other Parties, this Deed constitutes a legal, valid and binding obligation on each of them which is enforceable against them on its terms; and
 - d. this Deed does not conflict with or result in the breach of or default under the provision of its partnership agreement or other constituent documents or any material term or provision of any agreement or deed or any writ,

order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound.

5. The General Interest Charge for late payment

- 5.1.1. To the extent that PwC has not, or does not, pay on or before the relevant Due Date the amount payable under the Assessment made in accordance with this Deed, then PwC will be liable from the relevant Due Date of the Assessment to pay the General Interest Charge for late payment, imposed pursuant to the Acts and the TAA.

6. Non-disclosure of information

6.1. Confidentiality

- 6.1.1. The parties acknowledge that this Deed is confidential to the parties and each party agrees not to disclose any information in, or in relation to this Deed without the prior written consent of the other party.
- 6.1.2. Without limiting clause 6.1.1, the parties also acknowledge that this Deed includes information which is 'protected information', within the meaning of section 355-30 of Schedule 1 to the TAA, and that:
- a. some of that information was protected information prior to it being recorded in this Deed; and
 - b. other information is protected information by reason of it being recorded in this Deed,

and in either case that protected information is subject to the provisions of Division 355 of Schedule 1 to the TAA and this Deed is protected on the basis that Division 355 of Schedule 1 to the TAA applies to it and the information contained within it.

6.2. Permitted disclosure

- 6.2.1. Clause 6.1.1 does not apply to any disclosure:
- a. that is required or permitted by any law;
 - b. by PwC to its auditors, bankers, financial advisers, insurers, insurance advisers, tax advisers or legal advisers;
 - c. by the Commissioner to his legal advisers;
 - d. by PwC to its clients which were the subject of the Position Papers that the matter in relation to the Position Paper relevant to each respective client has closed.
- 6.2.2. The Commissioner will notify PwC as soon as reasonably practicable after making a permitted disclosure, pursuant to clause 6.2.1(a) or 6.2.1(d) where

it is reasonable for the Commissioner to expect that the matter will be made public, with sufficient particulars so that PwC can understand the nature of the information disclosed, unless such notification would be unlawful.

6.3. Interpretation

6.3.1. In this clause, PwC includes its partners.

7. Payment in respect of breaches

7.1. Amount payable for breach

7.1.1. If PwC breaches its obligations under any of clauses 3.2 to 3.8 of this Deed, PwC agrees to pay to the Commissioner on demand, in addition to the amount of \$642,600 payable under clause 2.1.1, a further \$642,600.

7.1.2. The parties acknowledge and agree that the payment in clause 7.1.1 is a reflection of the agreement of the parties that the remission by the Commissioner in the amount of \$642,600 in accordance with clause 2.1.1 and Schedule 1 of this Deed is granted having regard to considerations which include, but are not limited to:

- a. the mutual promises being made under this Deed to settle the Div 284 Dispute;
- b. PwC's compliance with its obligations and warranties under this Deed; and
- c. ultimately, the parties wishing to settle the Div 284 Dispute whilst making no admissions as to the strength of their respective positions.

7.2. No restriction on other rights under the Deed

7.2.1. The parties agree that this clause 7 is in addition to, and does not preclude the Commissioner from exercising his rights under, any other provision of this Deed.

8. Default

8.1. Notice of Breach may be given by Non-Defaulting Party

8.1.1. If a party (the **Non-Defaulting Party**) becomes aware of a breach of any of the terms of this Deed by another party (the **Defaulting Party**), the Non-Defaulting Party may serve a written notice (the **Notice**) on the Defaulting Party specifying the breach and requiring that it be rectified.

8.2. Rectification of breach

8.2.1. The Defaulting Party must rectify the breach within 14 days of receipt of the Notice.

8.3. Failure to rectify breach

- 8.3.1. If the Defaulting Party fails to rectify the breach within the time required by clause 8.2.1, clause 11 (disputes) will apply.

9. Notices

9.1. Manner of service

- 9.1.1. Any notice, request or other communication to be given or served pursuant to this Deed shall be in writing and dealt with as follows:

- a. if given by PwC to the Commissioner – addressed and forwarded to the Commissioner for the attention of:

[REDACTED]

at:

- i. [REDACTED]
- ii. the address set out at the commencement of this Deed; or
- iii. as otherwise notified in writing by the Commissioner from time to time;

- b. if given by the Commissioner to PwC – signed by the Commissioner and forwarded to PwC for the attention of:

[REDACTED]

at:

- i. [REDACTED]
- ii. the address set out at the commencement of this Deed; or
- iii. as otherwise notified in writing by PwC from time to time.

- 9.1.2. Any such notice, request or other communication shall be delivered by hand or sent by pre-paid secure post to the address of the party to which it is sent.

9.2. When received

- 9.2.1. Any notice, request or other communication will be deemed to be received:
- a. if delivered personally, on the date of delivery;
- b. if sent by prepaid security post, upon the expiration of 2 business days after the date on which it was sent; and
- c. if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

10. Authority to sign

10.1. ATO authority

- 10.1.1. The person signing this Deed is [REDACTED] (the "ATO Signatory"), a delegate of the Commissioner, who has the power to make, enter into and execute this Deed in his/her capacity as a delegate of the Commissioner.

10.2. Liability of ATO Signatory

- 10.2.1. The ATO Signatory has no personal liability as a result of being the authorised signatory of the Commissioner to sign this Deed.

10.3. PwC authority

- 10.3.1. The person signing this Deed on behalf of the partners of PwC is [REDACTED] [REDACTED] (the "PwC Signatory").
- 10.3.2. The PwC Signatory [REDACTED] has the powers, duties, functions and responsibilities set out in [REDACTED] the PwC Partnership Agreement.

11. Disputes

11.1. Sole procedure

- 11.1.1. Any dispute or difference between parties under or in connection with this Deed (**Dispute**) must be resolved in accordance with this clause 11 unless expressly provided to the contrary, or otherwise agreed between those parties.

11.2. Negotiations

- 11.2.1. A party must, if it wants to pursue a Dispute, give written notice to the other party:
- a. specifying that it is a notice under this clause 11.2.1; and
 - b. including or accompanied by particulars of the matters which are the subject of the Dispute.
- 11.2.2. If notice is given under clause 11.2.1, the parties agree to meet and undertake genuine and good faith negotiations with a view to resolving the Dispute.

11.3. Referral to Mediation

- 11.3.1. If a Dispute that is the subject of a notice under clause 11.2.1 remains unresolved, in whole or in part, 90 days after the date on which the notice is received (or such later date as the parties may agree), then any party

(**Referring Party**) may issue a written notice (**Referral Notice**) to the other party stating that it is a notice under this clause 11.3.1 and that the Referring Party wishes to do one or more of the following:

- a. end the negotiations under clause 11.2.2; and/or
- b. refer the Dispute to mediation in accordance with clause 11.4.1 (**Dispute for Mediation**).

11.3.2. Any party which receives a Referral Notice under clause 11.3.1.b may, within 28 days of receiving the notice, or as otherwise agreed by the parties, give a notice to the Referring Party stating that it is exercising a right to veto any referral to mediation.

11.4. Submission of Disputes for Mediation to mediation

11.4.1. Subject to clause 11.3.2, a Referring Party may refer any Dispute for Mediation to mediation.

11.4.2. If the parties cannot agree on the appointment of a mediator, the mediator shall be appointed by the Chair of the Resolution Institute, in accordance with the rules of the Resolution Institute.

11.4.3. The parties must do everything reasonably requested by the mediator to assist in mediating the Dispute, including producing any document reasonably requested by the mediator.

11.4.4. The parties bear their own costs of the mediation and the costs of the mediator shall be borne by the parties equally.

11.5. Continuing performance

11.5.1. Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under this Deed.

11.6. Litigation

11.6.1. If:

- a. a party has engaged in the negotiations in accordance with clause 11.2.2; and
- b. a Referring Party has issued a Referral Notice; and
- c. any of the following applies:
 - i. the Referral Notice does not refer the Dispute to mediation in accordance with clause 11.4.1; or
 - ii. a notice of veto has been given under clause 11.3.2; or

- iii. a mediation undertaken in accordance with clause 11.4.1 to 11.4.4 has been unsuccessful in resolving the Dispute,

the party may take any action available to it in relation to the Dispute, including instituting proceedings in a court or tribunal of competent jurisdiction.

11.7. Urgent relief

- 11.7.1. This clause 11 does not prevent a party from seeking urgent interlocutory relief from a court of competent jurisdiction where, in that party's reasonable opinion, that action is necessary to protect that party's rights.

12. General

12.1. General covenants, and successors bound

- 12.1.1. The parties mutually covenant and agree that they will each do all the acts and things and execute all the deeds and documents as shall, from time to time, be reasonably required for the purpose of, and to give effect to, this Deed.
- 12.1.2. The parties mutually covenant and agree with each other and with their servants, agents, successors and assigns that the covenants expressed in this Deed bind each party's respective servants, agents, successors, assigns and legal personal representatives.

12.2. Entire agreement

- 12.2.1. This Deed constitutes the entire agreement and undertaking between the parties in relation to the Div 284 Dispute and it supersedes, in relation to those matters, any previous deeds, agreements, arrangements, and undertakings between the parties.

12.3. Release

- 12.3.1. Provided that the tax-related liabilities as set out in Schedule 1 are paid by the date specified in accordance with clause 3.1, the parties agree that this deed constitutes a complete release and extinguishment of PwC's tax-related liabilities in relation to the Div 284 Dispute.

12.4. Governing law

- 12.4.1. This Deed shall be construed and governed in accordance with the laws in force in the State of New South Wales.

12.5. Schedule forms part of this Deed

- 12.5.1. Schedule 1 to this deed sets out the tax-related liabilities of PwC pursuant to the terms set out in this Deed and as such forms part of the agreement set out by this Deed.

12.6. Not a general precedent

- 12.6.1. The parties acknowledge that this Deed is not to be considered a general precedent.

12.7. Variation

- 12.7.1. No variation of this Deed is binding unless it is agreed in writing and signed by PwC and the Commissioner.

12.8. Waiver

- 12.8.1. If either PwC or the Commissioner does not exercise (or delays in exercising) any of PwC's or the Commissioner's rights, that failure or delay does not operate as a waiver of those rights.

- 12.8.2. A single or partial exercise by PwC or the Commissioner of any of PwC's or the Commissioner's rights does not prevent the further exercise of any right.

- 12.8.3. Waiver of any provision of, or right under, this Deed:

- a. must be in writing signed by the Party entitled to the benefit of that provision or right; and
- b. is effective only to the extent set out in the written waiver.

- 12.8.4. In this clause 'rights' means rights or remedies provided by this Deed or at law.

12.9. Assignment and novation

- 12.9.1. PwC must not assign or novate PwC's rights or obligations under this Deed.

12.10. Survival

- 12.10.1. The warranties, obligations and undertakings referred to in this Deed shall survive the expiration or earlier termination of this Deed.

12.11. Illegality, invalidity or unenforceability

- 12.11.1. The illegality, invalidity or unenforceability of any provision of this Deed or any part of a provision of this Deed shall not affect the legality, validity or enforceability of any other provision or part of a provision of this Deed, and

any provision or part of a provision of this Deed which is illegal, invalid or unenforceable shall be severed from the remainder of this Deed.

12.12. Counterparts

- 12.12.1. This Deed may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same Deed.
- 12.12.2. The parties agree that:
- a. each party shall sign a copy of this Deed (in any number of counterparts);
 - b. each party shall, as soon as is practicable, provide the other party with a signed version (or as many signed counterparts as are required) of this Deed; and
 - c. provision of the signed Deed to the other party is to occur by tendering it or sending it by electronic mail to the addresses set out in clause 9.1.1.

13. Date of operation

- 13.1.1. This deed takes effect from the later of:
- a. the date on which the last of the Commissioner and any other party executes this Deed; or
 - b. if separately executed counterparts of this Deed are exchanged, the date on which that exchange (or the last of those exchanges) takes place.

Executed by the parties as a deed

Signed, sealed and delivered

SIGNED by

[Redacted]

[Redacted]

[Redacted]

Name of delegate

Signature of delegate

A delegate of the Commissioner
in the presence of:

[Redacted]

[Redacted]

Name of witness

Signature of witness

On the 17th day of March 2023



SIGNED by [redacted],
[redacted] of
PricewaterhouseCoopers,
Australia (PwC) and the
authorised representative of all
the partners of PwC:

Name of partner

Signature of partner

In the presence of:

Name of witness
Address:

Signature of witness

On the day of 2023

SCHEDULE 1 ADMINISTRATIVE PENALTIES

Particulars of the assessment of administrative penalties which is to issue in accordance with this Deed, including remission of penalties	\$
<p>Amount of administrative penalty assessed, pursuant to clause 2.1 of this Deed, with:</p> <ul style="list-style-type: none"> – Liability arising under subsection 284-75(1) of Schedule 1 to the TAA – The base penalty amount worked out pursuant to Item 3C in subsection 284-90(1) of Schedule 1 to the TAA (failure to take reasonable care, giving a base penalty amount of 20 penalty units): \$210 per penalty unit x 20 penalty units = \$4,200 per statement – The base penalty amount doubled pursuant to subsection 284-90(1A) of Schedule 1 to the TAA (significant global entity multiplier): \$4,200 x 2 = \$8,400 per statement – \$8,400 per statement x 170 statements = \$1,428,000 <p><u>Less:</u> Amount of administrative penalty remitted, pursuant to section 298-20 of Schedule 1 to the TAA:</p> <ul style="list-style-type: none"> – 100% remission with respect to 17 of the 170 statements: \$8,400 per statement x 17 statements = \$142,800 – 50% remission with respect to 153 of the 170 statements: \$8,400 per statement x 153 statements x 50% = \$642,600 – \$142,800 + \$642,600 = \$785,400 	<p style="text-align: right;">1,428,000</p> <p style="text-align: right;">(785,400)</p>
<p>Total liability for the administrative penalties which are payable under the Assessment to be issued in accordance with this Deed</p>	<p>642,600</p>

SCHEDULE 2 FORMAL NOTICES AND POSITION PAPERS

1. Formal Notices

1.1. List of Formal Notices

1.1.1. On the following dates, the Commissioner issued the Formal Notices to PwC:

- a. 19 September 2016
- b. 16 November 2016
- c. 4 July 2017 (2 Formal Notices were issued on this date)
- d. 5 October 2017 (2 Formal Notices were issued on this date)
- e. 31 July 2018 (3 Formal Notices were issued on this date)
- f. 8 August 2018
- g. 24 September 2018 (3 Formal Notices were issued on this date)
- h. 29 November 2018
- i. 19 July 2019
- j. 22 May 2020
- k. 14 January 2021
- l. 22 March 2021
- m. 25 March 2021
- n. 22 April 2021

2. Responses to Formal Notices

2.1. List of relevant responses

2.1.1. On the following dates, PwC provided responses in response to the Formal Notices:

- a. 12 March 2018
- b. 16 March 2018
- c. 30 May 2018
- d. 2 June 2018
- e. 13 June 2018
- f. 14 June 2018
- g. 29 August 2018
- h. 16 October 2018

- i. 23 November 2018
- j. 16 August 2019

3. Position Papers

3.1. List of Position Papers

- 3.1.1. On the following dates, the Commissioner issued the following Position Papers to PwC:
 - a. On 1 May 2020, the Commissioner issued his position paper to PwC with respect to LPP claims made by PwC in response to Formal Notices issued in relation to [REDACTED].
 - b. On 10 December 2020, the Commissioner issued his position paper to PwC with respect to LPP claims made by PwC in response to Formal Notices issued in relation to [REDACTED].
 - c. On 10 December 2020, the Commissioner issued his position paper to PwC with respect to LPP claims made by PwC in response to Formal Notices issued in relation to [REDACTED].
 - d. On 10 December 2020, the Commissioner issued his position paper to PwC with respect to LPP claims made by PwC in response to Formal Notices issued in relation to [REDACTED].
 - e. On 23 September 2021, the Commissioner issued his position paper to PwC with respect to LPP claims made by PwC in response to Formal Notices issued in relation to [REDACTED].

4. Responses to Position Papers

4.1. List of relevant responses

- 4.1.1. On the following dates, PwC provided responses in response to the Position Papers:
 - a. On 12 June 2020, PwC provided a response to the Commissioner's position paper with respect to LPP claims made by PwC in response to Formal Notices issued in relation to [REDACTED].
 - b. On 12 February 2021, PwC provided a response to the Commissioner's position paper with respect to LPP claims made by PwC in response to Formal Notices issued in relation to [REDACTED].

- c. On 12 February 2021, PwC provided a response to the Commissioner's position paper with respect to LPP claims made by PwC in response to Formal Notices issued in relation to [REDACTED]
- d. On 12 February 2021, PwC provided a response to the Commissioner's position paper with respect to LPP claims made by PwC in response to Formal Notices issued in relation to [REDACTED].
- e. On 22 November 2021, PwC provided a response to the Commissioner's position paper with respect to LPP claims made by PwC in response to Formal Notices issued in relation to [REDACTED].