

PPG ARTICLES AND MEMBERSHIP BENEFITS

1ST JULY, 2017

| | |
|---------------------------------------|---|
| INDEX | 1 |
| 1.0 INTRODUCTION | 2 |
| 2.0 PPG MEMBERSHIP AGREEMENT | 2 |
| 3.0 PPG CONFERENCE ATTENDANCE | 2 |
| 4.0 NON-ENDORSEMENT | 2 |
| 5.0 NON-BUSINESS DEVELOPMENT POLICY | 2 |
| 6.0 USE OF PPG's NAME AND LOGO POLICY | 2 |
| 7.0 PRIVACY POLICY | 3 |
| 8.0 NAME | 3 |
| 9.0 OFFICE OF PPG | 3 |
| 10.0 ACTIVITIES | 3 |
| 11.0 OBJECT | 3 |
| 12.0 CODE OF ETHICS | 4 |
| 13.0 MEMBERSHIP | 5 |
| 14.0 PROXY VOTES | 4 |
| 15.0 COMMITTEES | 4 |
| 16.0 ANNUAL MEMBERSHIP DUES | 5 |
| 17.0 FINANCE | 5 |
| 18.0 MEMBERSHIP YEAR | 6 |
| 19.0 MEETINGS | 6 |
| 20.0 JURISDICTION | 6 |
| 21.0 PAYMENT INFORMATION | 6 |
| 22.0 TERMS OF MEMBERSHIP | 6 |
| 23.0 PRIMARY REPRESENTATIVE | 6 |
| 24.0 RENEWALS | 6 |
| 25.0 RENEWAL NOTICE | 7 |
| 26.0 DUES OBLIGATIONS | 7 |
| 27.0 TERMINATION OF MEMBERSHIP | 7 |
| 28.0 MEMBERSHIP BENEFITS | 7 |

1.0 INTRODUCTION

This document outlines Project Professionals Group Pty. Ltd. (PPG) membership policies and benefits, and defines terminology used by PPG which reserves the right to update and/or amend the contents of this document at any time. If you have questions or require additional information, please contact Kevin Stephens, General Manager. E-mail: kevinstephens@ppgprojects.com

2.0 PPG MEMBERSHIP AGREEMENT

To commence annual membership, a Primary Company Representative must confirm in writing confirming their desire for PPG membership and their understanding of these Articles and policies. This correspondence represents a binding contract with PPG for annual membership and forms an agreement. The Agreement also signals the Member Company's official intention to renew and to avoid the suspension of benefits or termination of the membership. PPG will issue an invoice for payment upon receipt of the confirmed Membership Agreement. Membership becomes effective upon the date signed. Payment is due upon the invoice date and must be paid within 15 days.

3.0 PPG ANNUAL CONFERENCE ATTENDANCE

PPG members expect to meet their fellow members and peers from every country. All members must attend a PPG conference at least every second year. If a member fails to attend at least every two (2) years, they will automatically forfeit the right for country exclusivity and their respective country will be opened for multiple regional membership.

4.0 NON-ENDORSEMENT

1. Membership in PPG is not an endorsement by PPG of the member company's policies or practices. Members may not use a statement regarding membership as an endorsement.
2. PPG does not contribute to, endorse, lobby, or in any way support political candidates or issues.

5.0 NON-BUSINESS DEVELOPMENT POLICY

Members may not engage in commercial solicitation or distribute mass communication of any kind to other members. PPG reserves the right to suspend or cancel membership related to violations of this policy.

1. Membership is not designed, nor does PPG seek, to influence public or stakeholder opinion of any particular company or organisation, including that of other members.

6.0 USE OF PPG'S NAME AND LOGO POLICY

The PPG logo is proprietary and may not be used without permission, nor may they be used as a statement of endorsement. Paid Members in good standing may include the PPG logo, a statement of membership, and a link to the PPG website (<http://www.ppgprojects.com>) on their company's website only with prior approval from PPG or under special circumstances as defined by PPG (such as under Conference Sponsorship agreement). An acceptable statement of membership is "[Member name] is a member of Project Professionals Group." To obtain permission to use PPG's logo, please contact kevinstephens@ppgprojects.com. The PPG name and logo may not be used by members after membership expiration or termination.

7.0 PRIVACY POLICY

PPG respects the privacy and confidentiality of personal information and does not rent, sell, give, exchange or otherwise share personally identifiable information with other individuals or organisations. PPG will include contact details for the Primary Representatives of each Member Company in our Member Directory, which is only available online for members in good standing. Removal may be requested at any time during membership by contacting kevinstephens@ppgprojects.com. PPG's list will remain confidential and never be shared or sold to third parties. Current PPG PFM & PSM members are publicly posted on www.ppgprojects.com.

8.0 NAME

The registered legal entity is Project Professionals Group Pty. Ltd. (ABN No: 21 2723 7905), hereafter named PPG.

9.0 OFFICE OF PPG

PPG is a Registered Australian Company located in Brisbane, Australia.

10.0 ACTIVITIES

The principal activities of PPG membership includes, but is not limited to:

1. Project Forwarding Members: Transportation and handling of large volume breakbulk, overdimensional, awkward and/or heavylift project cargoes regionally, nationally or worldwide, as well as other cargoes that may be outside of normal tariff provisions.
2. Project Support Members: Equipment Owners & Operators and Service Providers i.e. Stevedores, Owners of heavy haulage and multi axle trailers and specialist engineering equipment, Ship Owners & Operators, Aircraft owners and operators and air cargo handling equipment, Crane Companies, barge owners and operators, Port Authorities, Surveyors, Insurance Companies, export packers, terminal operators and other similar service providers to (10.1) above.
3. All PPG members specified above are bound to work with each other on a "first and final offer" basis. This means that all members agree to give the member in host area the opportunity to quote and then the last look in the event their solution is not the most cost-effective.
4. All PPG members may continue to operate on projects received from any companies outside of PPG and can maintain their existing agency network.

11.0 OBJECT

Subject to the right of complete autonomy in the activities of PPG members, the object of PPG shall be to foster, promote and co-ordinate the interests of its members; to encourage and advance the spirit of unity and friendship amongst its members; and to acquire, preserve and disseminate valuable information within local and international laws. All members must carry out functions to the best of their knowledge and ability and shall, as much as reasonable, safeguard the other party's interests and those of PPG. Members who do not perform up to the required standards may be expelled and replaced and/or have their country/region opened up to multiple membership to ensure membership standards are maintained.

12.0 CODE OF ETHICS

1. Corruption is against the law and it is the very opposite of everything we stand for. PPG has no tolerance for corruption and all PPG Members agree to comply with USA FCPA guidelines and the UK Bribery Act 2010. As PPG is a registered Australian company, PPG also complies with Australian Bribery Laws. Such compliance ensures that all PPG members do their jobs in a manner that complies with all laws.
2. To support fellow PPG member companies to the fullest extent and work together on a "first and final option" basis.
3. Operate and do business with unparalleled standards of excellence.
4. Be prompt and responsive in all communications. Whilst it is acknowledged that project enquiries may take a reasonable time to finalise, every effort should be made to forward acknowledgements and updates in a prompt and reliable manner (48 hrs). The key is to always keep your partners fully informed on progress.
5. Provide true and accurate Net/Net buying rates to all PPG members and mutually agree and honour all profit split margins, which should be agreed in advance of project commencement.
6. To pay all moneys due in a timely manner, as agreed in advance, resulting from any activities conducted.
7. To respect other PPG members existing client and customer bases and refrain from back-selling and never approach another PPG member vendor, supplier, third party service provider, client or lead without express permission from the originating company.
8. Refrain from seeking separate bids from two or more different PPG members in the same market.
9. Agree always to seek the assistance of PPG for dispute resolution in the first instance.
10. Members specified in 10.1 and 10.2 above must not compete against each other under any circumstances. Members specified in page 10.2 above must not undertake project forwarding activities and only act as a support membership for their PPG project forwarding peers specified in page 10.1 above.
11. PPG members must display the official PPG Logo in a prominent position on their respective Web Sites and this must be linked to the official PPG Web Site <http://www.ppgprojects.com>.
12. Membership of PPG may be cancelled for good and sufficient cause as deemed appropriate by PPG management.
13. Cases deemed as 'severe misconduct' may result in instant dismissal from PPG.
14. Notice of instant dismissal shall be final and binding and any cancellation or suspension will become effective immediately. Once a dismissal notice is forwarded no further correspondence will be entered into.
15. All PPG members agree that immediately upon cancellation of membership they will agree and abide by that decision and immediately remove all reference to PPG membership from their respective Web Sites.
16. PPG reserves the right to place a "Disassociation Announcement" on the PPG Web Site, e-mail announcements and any other publications as deemed appropriate against former member companies who spam, disrupt, attempt to bring PPG into disrepute. All correspondence to be addressed to the PPG Legal Advisors.
17. Any PPG members, by giving written notice of such intention while in good standing, may withdraw from membership of PPG. Annual membership Fees are Non-Refundable in any event whatsoever.
18. Members must not bring staff members who are not PPG members (from their respective membership country office), guests or Agents to any PPG conferences or official events under any circumstances. This practice is deemed inappropriate and totally against our code of ethics in supporting our true paying country members. All members must respect the membership of others and this practice is not allowed. This Article must be respected to avoid embarrassment.
19. If a member would like to bring a "Special Guest" i.e. A Client, then a Non-Participation Fee of AU\$750.00 per person will apply. This fee is to cover the costs of attendance which are born by not only PPG, but the sponsors and hosts as well. The fee is payable in advance of the conference and is non-refundable. Permission to bring such special guest must be sought and approved in advance.

13.0 MEMBERSHIP

- (a) PPG establishes procedures for handling Applications to become a PPG member. All PPG members must have good reputations (regarding finance, operations, communications, sales coordination, and other professional factors) which can be supported by a minimum of two third-party agency references.
- (b) Membership may be cancelled for good and sufficient cause as deemed appropriate by the General Manager.
- (c) PPG cannot be held responsible and does not accept any financial liability for commercial and/or financial obligations which are not met by any PPG member(s).

14.0 PROXY VOTES

Proxy votes are not allowed.

15.0 COMMITTEES

Vacancies on any specially appointed committees shall be filled by interim appointment of the G.M. and shall continue until a new appointment is made by the Advisory Committee.

16.0 ANNUAL MEMBERSHIP DUES

1. **PFM (PROJECT FORWARDER MEMBERSHIP):** Fees are set at AU\$4,000.00 per annum per country or geographical region (50% reduction for Developing Countries).
2. **PFM REFERRAL MEMBERSHIP:** Fees are set at AU\$1,000.00 per annum (50% reduction for Developing Countries). Such members shall have no voting rights and PPG always reserves the right to replace Referral Members with full paying members without notice.
3. **PSM (PROJECT SUPPORT MEMBERSHIP):** Fees are set at AU\$4,000.00 Per Annum Per category in each major city and/or regional membership (50% reduction for Developing Countries).
4. PPG Annual Fees are invoiced in Australian Dollard (AU\$).

17.0 FINANCE

1. Fees shall be payable 15 (fifteen) days after receipt of invoice and no later than July 31st each year. For membership purposes, PPG's billing period commences July 1st and concludes June 30th each year. PPG members who fail to pay their annual fees or assessments within this time frame shall be deemed to have resigned from PPG and their membership may be cancelled and their respective countries opened up for multiple membership accordingly.
2. Any PPG member resigning or dismissed shall not be entitled to any refund of dues in any event.
3. PPG membership is deemed a privilege and not a right. All members must respect the fact that they are afforded country exclusivity and fees must be paid in full by the due date. If fees are not paid by the due date it is deemed that you may not respect or understand the benefits of such membership and your country will automatically forfeit their country exclusivity and may be opened for multiple membership to ensure that your country is adequately and fairly represented.

18.0 MEMBERSHIP YEAR

For new members, the first Membership Year is on a pro-rata basis to bring you in line with all other members. For example, if PPG receives a Membership Agreement on the 1st January, the member will only be invoiced for the remaining six (6) months of that year. For renewing memberships, the Membership Year is a twelve-month period that begins on the 1st day of July and ends the last day of June. The membership year does not change whether renewal payment is made before or after the renewal date.

19.0 MEETINGS

1. The time and place of PPG Annual Meetings is decided solely by the PPG General Manager who will take into account new locations, financial restrictions, safety, security, weather, suitable inducement from major sponsors and any other considerations to ensure a safe and viable event for all attendees.

20.0 JURISDICTION

PPG Articles and Terms refer to PPG membership only. Any member to member dealings are subject to the members' own terms and conditions. PPG shall not bear any legal or financial responsibilities whatsoever for individual PPG members company actions. Should PPG ever be name party to litigation involving a PPG member,, that company shall be liable for all the legal and defense and/or any other costs and/or any assessments and/or other charges placed against or incurred by PPG in every event and every respect. Agreement of securing PPG membership is deemed to agree to all Articles specified above. Any disputes whatsoever arising between any parties, if not settled amicably, to be settled by Arbitration in Australia and English Law shall apply.

21.0 PAYMENT INFORMATION

PPG Membership commences immediately following the written Member Agreement to renew. Membership dues must be paid in advance and in full and are non-refundable. Non-payment of membership dues constitutes breach of contract and will result in immediate termination of membership. Payment in AU\$ currency and is accepted only by telegraphic wire transfer or credit card payment via PayPal (contact: kevinstephens@ppgprojects.com for details).

22.0 TERMS OF MEMBERSHIP

Non-Charitable Contribution Rule: PPG is a private registered organisation and Members receive services and benefits in return for their annual membership dues. Therefore, membership dues are not considered a charitable contribution and PPG does not provide tax receipts.

23.0 PRIMARY REPRESENTATIVE

PPG designates at least one person at each Member Company to be the "Primary Representative", generally the person who initiated the membership or who acts as the key decision-maker regarding the company's membership. A member company may have two or more Primary Representatives. The Primary Representative receives communication from PPG about maintenance and management of the membership and is the person responsible for renewing the Membership Agreement each year to officially notify PPG of the Company's intentions to renew.

24.0 RENEWALS

Renewal Date Definition: The date following the end of the prior membership year.

25.0 RENEWAL NOTICE

Membership of PPG is a privilege whereby annual invitations to renew membership are issued each year and such membership may be withdrawn. A Membership renewal invoice will be issued prior to the renewal date to notify the Member Company of its impending renewal date. Payment is due maximum 15 days of invoice date.

26.0 DUES OBLIGATIONS

PPG does not refund Member Dues under any event.

27.0 TERMINATION OF MEMBERSHIP

1. The Member, at the conclusion of any membership year, may terminate membership by contacting PPG or electing not to pay their annual membership invoice for the renewal year.
2. If the Member fails to pay annual membership by the due date, PPG will terminate the Membership and seek a viable replacement and may open that country to multiple members.
3. PPG reserves the right to terminate a membership if a Member Company violates PPG's Membership Policies and Benefits, or if they are deemed inactive and do not contribute to the growth and development of PPG and/or its members.
4. If a member resigns prior to the end of a financial year, such resignation will become effective immediately and no refunds will be issued under any event.

28.0 MEMBERSHIP BENEFITS:

We understand that one-on-one networking depends on your vision and networking needs. PPG is an exciting way for all of its members to grow both professionally and personally. PPG is building solid foundations and we highlight the tangible benefits of membership that are not available elsewhere.

- PPG participates in various trade Exhibitions.
- PPG is an Affiliate Member of SmartWay, the United States Environmental Protection Agency.
- PPG is accredited to AS/NZS ISO 9001:2015 standards. Certification demonstrates a continuous improvement and customer focus in line with proven management principals. The QEC program offers a step-by-step approach aimed at providing all members confidence in PPG's system's capabilities to meet the needs of the organisation and its members. The process also addresses the philosophies of good management practice covered by the Standard.
- PPG has also achieved the Project Management Institute (PMI) certification as a registered Project Management Professional (PMP) education provider. The PMP AGC (Arabian Gulf Chapter) certification recognises PPG's competence to perform in the role of a project manager, specifically experience in leading and directing projects and education programs.
- PPG has its own unique and exclusive International Certificate in Project Forwarding Education Program.
- PPG hosts annual conferences that facilitates networking and focuses on new business opportunities.
- PPG has established strategic alliance agreement with Breakbulk Events & Magazine for all their Breakbulk Conferences and Exhibitions.
- PPG has an Advisory Board comprised of members from every continent. PPG is solely focusing on specialist Global Project Forwarding and related services and is fully committed to achieve common commercial objectives and extraordinary performance, creating long-term business partnerships;
- PPG offers professional brand building and tailored marketing campaigns that promote the Group.
- PPG has a permanent and neutral GM working exclusively for its members.
- PPG members may enjoy exclusive country/regional protection for their activity (Refer 17 - 1);
- PPG has a high profile web site, complete with useful download information;
- PPG enjoys an extremely high and respected public profile.