

Management Manual

Qube-AAT ACCC Undertaking

Qube Holdings Limited

1. Purpose

The purpose of this Manual is to facilitate Qube's commitment and consolidate associated processes to comply with an undertaking given by Qube and AAT and accepted by the ACCC (as subsequently varied) to permit Qube to obtain 100% ownership of AAT (**Undertaking**). The Undertaking is a legally binding and court-enforceable document.

The Manual is intended to address the obligations of the Qube Group and its related entities (excluding AAT) associated with the Undertaking. A copy of the full Undertaking is available on request from Qube's Nominated Management Representatives as set out in section 10.

2. Scope and application

This Manual applies to the Qube Group and its related entity Prixcar (**Qube Entities**).

Capitalised but undefined terms used in this Manual are defined in the Definitions section at the end of this Manual or are as otherwise defined in the Undertaking.

3. Open Access Conditions

This section of the Manual details Qube Entities' obligations under Section 5 and Schedule 1 and 2 of the Undertaking relating to open access and berthing priority at AAT's sites.

In accordance with the Undertaking, Qube Entities must:

- not engage in conduct for the purpose of preventing or hindering the provision of Access Services to any Applicant or Service Provider who wishes to conduct, or who is conducting, Terminal Services;
- not engage in conduct for the purpose of preventing or hindering the provision of access to the Automotive Flyover at the Port of Brisbane to any Applicant or Service Provider who wishes to conduct, or who is conducting, Terminal Services;
- comply with both the Open Access Conditions set out in Schedule 1 of the Undertaking and the access provisions contained in AAT's Access Licence Agreements;
- comply with the Berthing Allocation Rules contained in Schedule 2 of the Undertaking and related clauses in AAT's Access Licence Agreements;
- not attempt to obtain from AAT, or cause AAT to offer to Qube Entities, landside storage conditions (e.g. free storage periods and storage fees) on more favourable terms than are, or would be, offered to other stevedores or PDI operators for comparable cargo;
- not attempt to obtain from AAT, or cause AAT to offer to Qube Entities, storage terms at a Terminal on more favourable terms than are or would be offered to other stevedores or PDI operators for comparable cargo;
- not attempt to obtain from AAT, or cause AAT to offer to Qube Entities, access, use or supply of machinery or equipment at a Terminal on more favourable terms than are, or would be, offered to other stevedores or PDI operators for comparable cargo;

- not cause AAT to discriminate between Service Providers when they are providing services to Qube-related stevedores or PDI Operators compared to other stevedores and PDI Operators in relation to receipt and delivery of, and allocation of equipment for, comparable cargo; and
- not attempt to obtain from AAT, or cause AAT to offer to Qube Entities, more favourable lay-down areas at a Terminal than are, or would be, offered to other stevedores of PDI operators for comparable cargo.

Personnel of Qube Entities must facilitate compliance, and not do anything inconsistent, with the obligations in this section.

4. Confidentiality and ring-fencing

This section of the Manual details Qube Entities' obligations under Section 6 of the Undertaking relating to confidentiality and interaction with AAT Ring-Fenced Personnel.

In accordance with the Undertaking, Qube Entities must:

- ensure that any Ring Fenced Personnel of AAT are not simultaneously employed by Qube Entities;
- ensure that any Personnel who have performed a Ring Fenced Function or have had access to a Terminal User's Confidential Information are not, for a period of 6 months after ceasing to be an AAT employee, employed by Qube Entities in a role involving interaction with AAT Ring Fenced Personnel;
- provide awareness training to Personnel of Qube Entities identified as having potential dealings with AAT Ring Fenced Personnel. The training will cover the contents of this Manual and the Undertaking; and
- not attempt to obtain Confidential Information from AAT Ring Fenced Personnel. This includes information on the following matters relating to another stevedore or PDI operator:
 - Freight rates.
 - Terms and agreed conditions with its customers.
 - Terms and duration or renewal of any freight contract.
 - Specific forecasts or freight volumes for one of its customers.

Personnel of Qube Entities must facilitate compliance, and not do anything inconsistent, with the obligations in this section.

Qube maintains a register in relation to these matters and any potential employment changes or breaches must be reported to the company secretary. Qube must report any breaches in relation to AAT Ring Fenced Personnel and confidentiality to the Approved Independent Auditor (see Section 8 of this Manual) within 5 business days of becoming aware of the breach.

Personnel of Qube Entities who are dual Officers of AAT or who are involved in senior management such that they have or could have access to AAT's Confidential Information, must not disclose that Confidential Information to other Personnel of Qube Entities.

5. Price Dispute Resolution

This section of the Manual details Qube Entities' obligations under Section 10 and Schedule 5 of the Undertaking relating to the process for the resolution of price disputes.

In accordance with the Undertaking, Qube Entities must:

- comply with the Price Dispute Resolution Process (Schedule 5 of the Undertaking) and the procedure set out in AAT's Access Licence Agreements;
- ensure that an employee or Officer of a Qube Entity, current or employed within the past 3 years, is not appointed as the Independent Price Expert in relation to the Price Dispute Resolution Process within the Undertaking;
- ensure that a professional advisor of a Qube Entity, current or employed within the past 3 years, is not appointed as the Independent Price Expert in relation to the Price Dispute Resolution Process within the Undertaking;
- ensure that a person who has a contractual relationship with a Qube Entity is not appointed as the Independent Price Expert in relation to the Price Dispute Resolution Process within the Undertaking;

Qube acknowledges and accepts that a Dispute Applicant who has a complaint against AAT or Qube's compliance with the Undertaking may at any time, by providing notice in writing to AAT and / or Qube and the ACCC, request the Approved Independent Auditor to undertake a compliance audit in accordance with clause 9 (of the Undertaking) in relation to that specific complaint and prepare and Audit Report in relation that specific complaint.

Requests by a Dispute Applicant in relation to the above should be made to companysecretary@qube.com.au.

In the instance of a dispute resulting in formal mediation, Qube Entities must ensure the mediator appointed is not:

- an employee or Officer of a Qube Entity, whether current or employed within the past 3 years;
- a professional advisor of a Qube Entity, current or employed within the past 3 years, or
- a person who has a contractual relationship with a Qube Entity.

6. Non-Price Dispute Resolution

This section of the Manual details Qube Entities' obligations under Section 11 and Schedule 6 of the Undertaking relating to the process for the resolution of non-price disputes.

In accordance with the Undertaking, Qube Entities must:

- comply with the Non-Price Dispute Resolution Process (Schedule 6 of the Undertaking) and the procedure set out in AAT's Access Licence Agreements; and
- permit a Dispute Applicant to raise a dispute under the Non-Price Dispute Resolution Process in relation to Qube's compliance with the Open Access Conditions and access to and use of a Dispute Applicant's Confidential Information.

7. Awareness

Qube will provide Personnel of Qube Entities who engage, or have the potential to engage, in commercial arrangements with AAT Ring Fenced Personnel with training on the requirements of this Undertaking and this Manual. Qube maintains a register of all training undertaken by Personnel.

The Manual, Undertaking, and its short-form summary are accessible through Qube's website at: <http://www.qube.com.au>.

8. Independent Audit

This section of the Manual details Qube Entities obligations under Section 9 and Section 11 of the Undertaking relating to the independent auditing of Qube Entities' obligations under the Undertaking.

Qube recognises Mr Chris Raley, Managing Director, Thompson Clarke Shipping Pty Ltd (**TCS**) and Mr Cameron McDermid, Associate Senior Consultant, TCS as the current Approved Independent Auditors for the Undertaking.

In accordance with the Undertaking:

- Qube Entities must provide access to their facilities, sites or operations as part of the Approved Independent Auditors' activities;
- Qube Entities must allow access to any information or documentation that the Approved Independent Auditors consider necessary for performing the function of the role;
- Qube must maintain and fund the Approved Independent Auditors in carrying out their function;
- Qube must provide and fund any external expertise, assistance or advice that the Approved Independent Auditors require in carrying out their function;
- Qube Entities must comply with the Approved Terms of appointment for the Approved Independent Auditors;
- Qube Entities must not interfere or hinder with the Approved Independent Auditors' ability to perform their function;
- Qube Entities must not engage the Approved Independent Auditors to perform any service other than assessment of compliance with the Undertaking; and
- Qube must notify the ACCC in the event the Approved Independent Auditors resign or cease acting.

Qube acknowledges and accepts and is committed to complying with the following obligations in relation to the function of the Independent Auditor:

- Not interfere with, or otherwise hinder, the Approved Independent Auditor's ability to carry out his or her functions as the Approved Independent Auditor, including:
 - Directing Qube Personnel, including directors, contractors, managers, officers, employees and agents to act in accordance with Clause 9 of the Undertaking.
 - Providing access to the facilities, sites or operations of Qube and any other business as required by the Approved Independent Auditor.
 - Providing to the Approved Independent Auditor any information or documents requested that he or she considers necessary for carrying out his or her functions as the Approved Independent Auditor for reporting to or otherwise advising the ACCC.
 - Not requesting any information relating to the compliance audit from the Approved Independent Auditor within such a request having been approved by the ACCC.
 - Not appointing the Approved Independent Auditor, or have any agreement with the Approved Independent Auditor, to utilise the Approved Independent Auditor's services for anything other than compliance with the Undertaking until at least 12 months after the Approved Independent Auditor ceases to act in the role of the Approved Independent Auditor.

- Ensure that the annual independent compliance audit (which usually takes place in October) is shown as an audit in Qube Ports' Divisional Audit Plan each year.

Qube acknowledges that a Dispute Applicant who has a complaint about compliance with the Undertaking by Qube and/or AAT may at any time request the Approved Independent Auditors to undertake a compliance audit (**Ad hoc Audit**). Qube will pass on to the Approved Independent Auditors any request it receives for the conduct of an Ad Hoc Audit. Requests by a Dispute Applicant in relation to the above should be made to companysecretary@qube.com.au.

9. Provision of information

This section of the Manual details Qube Entities' obligations under Section 12 of the Undertaking relating to the provision of information.

Qube Entities must comply with any direction by the ACCC or request by the Approved Independent Auditors to provide information and documentation in respect of the Qube Entities' compliance with the Undertaking.

10. Protocol for the reporting of breaches

Personnel of Qube Entities who believe they may have breached (inadvertently or otherwise) or observed a breach of the requirements in this Manual or the Undertaking, must report the possible breach to one of Qube's Nominated Management Representatives. Reporting should occur as soon as practicable and, in any event, within 2 business days of the alleged breach.

Qube's Nominated Management Representatives for the reporting of breaches are:

Adam Jacobs, Qube Holdings Corporate Counsel and Company Secretary	adam.jacobs@qube.com.au	Tel: (02) 9005 1157
Johl Hayes, Qube Ports GM Safety, Health and Sustainability	johl.hayes@qube.com.au	Tel: (02) 9005 1136
Azra Sahnjic Sadikovic, Prixcar Financial Controller	azra.sahnjic@prixcar.com.au	Tel: (03) 9284 2824

Qube's Nominated Management Representatives will report breaches to the Independent Auditor in accordance with timelines specified within the Undertaking.

Definitions

Term	Meaning
AAT	Australian Amalgamated Terminals Pty Limited ACN 098 458 229.

ACCC	Australian Competition and Consumer Commission.
Applicant	Any stevedore, PDI operator or Mooring service provider or any other user seeking Access Services.
Access Licence Agreement	The standard-form agreement between AAT and a Service Provider under which the Service Provider is supplied Access Services by AAT.
Access Services	For each Terminal: (a) the use of facilities and infrastructure owned, operated or controlled; or (b) services, machinery, equipment, access to data and anything else provided, by AAT at that Terminal which AAT makes available to allow a Service Provider to provide all or part of the Terminal Services and which, at a minimum, includes those services AAT makes available to stevedores and PDI operators.
Approved Independent Auditor	The person appointed under clause 9.3 of the Undertaking to undertake audits of compliance by AAT and Qube with the Undertaking.
Berthing Allocation Rules	Rules set out in Schedule 2 of the Undertaking and published on AAT's website which govern the berthing of vessels at the Terminals.
Confidential Information	Information provided by a Terminal User or Applicant to AAT in relation to the supply of Access Services to that person which is: (a) by its nature confidential, including that person's cargo manifests, cargo descriptions, cargo markings, cargo mix/volumes, cargo origin and destinations, overseas and local customer details, terminal expenditure/cost information; or (b) designated by that person as confidential or which AAT knows, or ought reasonably to know, is confidential or commercially valuable.
Dispute Applicant	A person with a genuine direct or indirect economic interest in the terms and conditions of use of the Terminal and includes Terminal users, importers and exporters (or their industry representative bodies).
Officer	The meaning given in section 9 of the <i>Corporations Act 2001</i> (Cth).
Personnel	Officers, employees, agents and contractors of Qube Entities (including AAT).
Prixcar	Prixcar Services Pty Limited ACN 007 063 505.
PDI Operator Services	The undertaking of pre-delivery inspection activities and related services.
Qube	Qube Holdings Limited ACN 149 723 053
Qube Entities	The Qube Group and Prixcar.
Qube Group	Qube and its related bodies corporate.

Nominated Management Representatives	The persons nominated in section 10 or other managers, as notified by Qube, that have an understanding of the requirements of the Undertaking and have been identified as independent from the commercial operations of Qube Holdings or a Qube related entity.
Ring Fenced Function	Any management oversight over any of the following activities: <ul style="list-style-type: none"> (a) Scheduling or allocation of berthing times; (b) Operation of equipment or provision of access facilities, infrastructure data or services to Terminal Users by AAT; (c) Negotiation or management of Access Licence Agreements or any other agreements or commercial terms with Terminal Users in relation to access to a Terminal; and (d) Managing the grant of security or other access to the Automotive Flyover at the Port of Brisbane.
Ring Fenced Personnel	AAT personnel who undertake any Ring Fenced Function
Service Provider	Any stevedore, PDI Operator, Mooring Service provider or any other user operating at a Terminal, including under an Access Licence Agreement with AAT.
Terminal	Terminal means each of the automotive and/RoRo terminals at the following Australian ports: <ul style="list-style-type: none"> (a) Port Kembla in New South Wales (Kembla Terminal); (b) Fisherman Islands in Queensland (Brisbane Terminal); and to the extent that AAT retains operational control over them: <ul style="list-style-type: none"> (c) Webb Dock West and Appleton Dock in Victoria (Melbourne Terminals); and (d) Port Adelaide in South Australia (Adelaide Terminal).
Terminal User	<ul style="list-style-type: none"> (a) Any stevedore, PDI operator, Mooring Service provider or shipping line using the Terminal; or (b) Any other person who has applied for, whether successful or not, the right to provide services at the Terminal from time to time, including under an Access Licence Agreement with AAT.
Terminal Services	PDI Operator Services, Stevedoring Services and Mooring Services.
Undertaking	The undertaking given by AAT and Qube and accepted by the ACCC on 23 November 2016 (as varied with effect from 25 June 2018) under Section 87B of the <i>Competition and Consumer Act 2010</i> (Cth) to permit Qube to obtain 100% ownership of AAT.

Acknowledgment

I have read, understood and will comply with (to the extent applicable to me), the requirements of the Undertaking and associated procedures contained in this Manual.

Name (<i>print</i>)	Position / Title	Signature	Date