April 9, 2019

CUMMINS FLUID SPECIFICATION CONFORMANCE AGREEMENT

This Agreement ("Agreement") is entered into by and Royal Precision Lubricants Pty Ltd, a Victoria, Australia Proprietary Limited Company ("Registrant"), and Cummins Inc, an Indiana corporation ("Cummins") effective as of the date accepted and agreed to by Registrant below. Each of Registrant and Cummins is referred to individually as a "Party" and collectively as the "Parties."

WHEREAS Registrant has submitted a fluid sample Topline Platinum 15W-40 (OR-F70414D-B) ("Sample") containing a certain chemical formulation ("Formula") and associated payment to Cummins, to have the fluid tested that such fluid meets Cummins Engineering Standard CES20086 ("Standard"), a copy of which is available upon request, and

WHEREAS Cummins has conducted testing on the Sample in accordance with the Standard.

On the basis of the forgoing, Cummins hereby confirms the Sample meets the Standard and grants Registrant the non-exclusive right to utilize the Statement in marketing, advertising, promotional and other similar materials and communications in compliance with the terms set forth herein subject to the further terms hereof:

1. TERM

This Agreement shall be effective as of the date of acceptance by Registrant and shall continue for one (1) year ("Term"), unless earlier terminated by either party in accordance with Section 7 below or as otherwise provided herein.

2. PRODUCT LABELING

2.1. Where the Formula is reproduced and sold as a commercial product ("Product"), Registrant may include on Product packaging the following statement: "This product meets Cummins® Eng. Std. CES20086" or similar statement mutually agreed to in writing by the Parties ("Statement").

2.2. Registrant may not modify this Statement.

2.3. Registrant will use reasonable efforts to display the Statement on its Products as permitted under this Agreement in an informational fashion. Statement must be placed on the back on Product packaging and in a font and color consistent with other product information as stated by Registrant on the package, container, or over pack box. Such display should not be prominent so as to create the appearance that the source of the Product is Cummins.

2.4. Registrant acknowledges and agrees that Cummins own all rights in the brand, logos, graphics, tradenames, trade dress, service marks and trademarks, registered or

otherwise, associated with Cummins (hereinafter the "Trademarks") and Cummins does not, under this Agreement, grant Registrant any licenses to such Trademarks. Registrant shall not use, register or market the Trademarks or create, use, register or market any similar name, tradename, trademark, service mark, graphic, logo, brand, uniform resource locator, trade dress or other designation containing, being a derivative of or otherwise similar to the Trademarks.

2.5. During the Term, Registrant shall immediately notify Cummins of any alleged, actual or apparent infringement of the Trademarks of which Registrant becomes aware. Cummins shall have the right, but not the obligation, to take legal action to restrain such infringement and to settle any litigation or threat of litigation relating to such infringement on terms satisfactory to it. If requested by Cummins, Registrant shall aid Cummins at Cummins' expense in the prosecution or settlement of such litigation.

3. CUMMINS GOODWILL

The rights and powers retained by Cummins, as well as the obligations of and limitations on Registrant, are necessary to protect Cummins' goodwill and good name, and the name "Cummins," and therefore Registrant shall not allow the same to become involved in matters that will, or could, detract from or impugn the public acceptance and popularity thereof, or impair their legal status. Registrant also shall refrain from any action or inaction that would reduce or negatively affect the goodwill associated with Cummins, its Trademarks, or the Statement. Without limitation, Registrant acknowledges that such prohibited conduct includes use of the Statement in any manner or environment that disparages Cummins.

4. STANDARDS, MATERIALS AND QUALITY CONTROL

4.1. Cummins reserves the right to modify the Standard without notice.

4.2. In the event Cummins modifies the Standard such that the Sample no longer meets the Standard, Cummins will notify Registrant of the change and retest the Sample, if necessary, one time at no charge. Registrant is responsible for any additional testing necessary to confirm the Sample meets the Standard.

4.3. Product must be advertised in conformance with:

a) the ambient temperature ranges and Society of Automotive Engineers grade guidelines as submitted with the Sample;
b) fluid drain intervals in the engine specific operation and maintenance manual; and
c) any Cummins service documents.

4.4. To ensure compliance with Registrant's obligations hereunder, Cummins has the right to review and inspect Registrant's promotional material and Product to ensure compliance with the terms of this Agreement, in Cummins' sole discretion. Registrant shall cooperate fully in providing Cummins access to or assisting Cummins in gaining access to Registrant's documents, materials and Product, including providing Cummins with commercially available samples of the Product upon request. Registrant shall also allow Cummins to inspect and review, upon Cummins request, Registrant's internal test lab records, in whatever form, pertaining to the Product.

4.5. Notwithstanding anything in this Agreement to the contrary, Registrant is solely responsible for ensuring that Product complies with all applicable Laws, as defined below, and that proper testing, inspection, and quality control procedures have been undertaken by Registrant to ensure compliance. Confirmation given by Cummins under this Agreement shall in no way lessen or mitigate Registrant's full and complete responsibility for quality and safety, nor shall such approvals constitute or imply any opinion by Cummins on compliance with applicable Laws

5. NOTICE

5.1. Registrant agrees to notify Cummins in the event that the Sample Formula changes for any reason. Cummins, at its sole discretion, will determine if the change to the Formula meets the Standard or if a new sample must be submitted for further testing.

5.2. Registrant shall not sell any product with a modified Formula bearing the Statement without the prior written consent of Cummins.

6. INDEMNIFICATION

Registrant warrants to Cummins that it will conduct its activities under this Agreement in accordance with all applicable Laws. Registrant shall defend and indemnify Cummins and its affiliates, successors, and the officers, directors, employees and agents of each of them against and hold them harmless from any and all claims, actions, liabilities, losses, expenses of any nature (including without limitation reasonable attorneys' fees), and costs arising out of any third party claim (1) in respect of any actual or alleged breach by Registrant of any representation, warranty or covenant made in this Agreement, or otherwise arising out of Registrant's activities or omissions under this Agreement and (2) Registrant's use of the Statement.

7. TERMINATION

7.1. Either Party may terminate this Agreement effective immediately upon notice in writing if the other Party:

(a) experiences a liquidation or dissolution;
(b) experiences an insolvency or the filing of bankruptcy proceedings or similar proceeding with respect to its business;
(c) experiences any material adverse change in its financial condition and/or reputation;
(d) fails to meet any of its other obligations under this Agreement and does not remedy such failure within thirty (30) days after being so notified in writing;
(e) makes representations or warranties in connection with this Agreement which become false or incorrect in any material respect at any time during the term of this Agreement; or
(f) through merger, consolidation, acquisition or other fundamental corporate change, experiences a change in control (minimum fifty percent (50%) ownership of such other Party) or sale of all or substantially all of such other Party's assets.

7.2. Cummins may terminate this Agreement effective immediately upon notice in writing to Registrant if (i) Cummins discovers that the Formula has changed from its Sample submission, (ii) Registrant fails to comply with the requirements of the Cummins OilGuard ™program which are incorporated by reference and attached hereto as Exhibit A, (iii) or any other material breach of this Agreement.

7.3. Upon termination of the Agreement, the Registrant will immediately exercise all reasonable commercial efforts to remove the Statement from its products and remove any references to the Statement from its literature, advertisements, or other written or electronic materials.

8. WARRANTY

8.1. Registrant acknowledges that confirmation that the Sample meets the Standard is not an endorsement by Cummins of Registrant's Product. Registrant shall make no claims or imply Cummins endorsement of the Product. Registrant shall make no claims that the Product offers extended maintenance intervals beyond those stated in the engine manufacturer's engine specific operation and maintenance manual. CUMMINS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY. CUMMINS EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.

8.2. Registrant acknowledges that confirmation that the Sample meets the Standard is not approval that the Sample, Formula, or Product may be used for extended fluid drain intervals. CUMMINS DOES NOT AUTHORIZE OR APPROVE EXTENDED FLUID DRAIN INTERVALS AND HEREBY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR DAMAGE THAT MAY OCCUR AS A RESULT OF EXTENDED FLUID DRAIN INTERVALS unless covered by section 8.1.

8.3. Registrant further indemnifies Cummins, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third-party claims losses, costs, liabilities, damages and expenses, including reasonable attorney and expert fees, to the extent caused by the use of Registrant's Product in the course of extended fluid drain intervals.

9. COMPLIANCE WITH LAW

Registrant agrees to exercise the terms of this Agreement in accordance with any and all applicable laws, rules, and regulations, including but not limited to, local and national laws, rules and regulations, voluntary industry standards (if any), association laws (if any), codes or other obligations pertaining to this Agreement and/or to any of Registrant's activities under this Agreement (collectively, "Laws").

10. CONFIDENTIALITY

Any and all information obtained by Registrant pursuant to this Agreement shall be deemed strictly confidential. Registrant agrees not to disclose or publish such information, in whole or in part to any third party unless such information is publicly known, without prior written agreement of Cummins, or disclosure is required by law.

Cummins reserves the right to destroy any information received by Cummins from Registrant upon termination of this Agreement.

11. TRANSFER OF RIGHTS

This Agreement may not be assigned (including by operation of law) by Registrant without the prior written consent of Cummins, and any purported assignment, unless so consented to, shall be void and without effect.

12. AMENDMENT

This Agreement shall not be amended, modified or altered, except in writing, duly accepted and executed by both parties.

13. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

14. SURVIVAL

Sections 3, 6, 7, 8, 10, 13, and 15 survive any termination or expiration of this Agreement.

15. EQUITABLE RELIEF

Cummins will suffer material and irreparable damage if Registrant breaches or threatens to breach this Agreement, and Cummins will have no adequate remedy at law because it will be difficult or impossible to establish the full and precise monetary value of such damage. Registrant agrees that, in addition to any and all other remedies available to Cummins, Cummins shall have the right to have any such activity by Registrant restrained by equitable relief, including, but not limited to, a temporary restraining order, a preliminary injunction, a permanent injunction, or such other alternative relief as may be appropriate, without the necessity of Cummins posting any bond.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties hereof, and no representations or promises have been made that are not fully set forth in this Agreement.

17. NO AGENCY RELATIONSHIP

No agency, partnership, joint venture, franchise, or employment is created between the parties as a result of this Agreement. Neither party is authorized to create any obligation, express or implied, on behalf of the other party.

Very truly yours,

CUMMINS INC.

By: Wayne Eckerle
(Printed Name)

(Signature)

Vice President Corporate Research and Technology
Title

Accepted and agreed to this
10th day of April, 2019

By: BRENT BATES
(Printed Name)

(Signature)

GENERAL MANAGER
Title

EXHIBIT A

CUMMINS OILGUARD ™ PROGRAM

1. Cost
    i. Participant of the Cummins OilGuard™ program may accrue additional costs
    ii. If applicable, additional cost shall apply agreed upon between Cummins and Registrant.
2. Oil and Engine Performance Data shall only be used for the following
    i. Improving lubricant performance
    ii. Support lubricant technical research
3. Oil Drain Interval (ODI) Extension
    i. Transferability of Extension
        a) Customer specific ODI extension cannot be transfer without approval of Cummins Inc; this includes but is not limited to the following:
            a. region to region
            b. company to company
            c. lubricant product to lubricant product
            d. engine platform to engine platform
4. Cummins OilGuard™ Oil Requirement
    i. Participant may only use Cummins CES-approved, registered CK-4 or FA-4 oil be used