

Exhibit D



21 April 2016

BY EMAIL: yves.hazan@hazan.com.au

Hazan Hollander Lawyers
Level 10, 16 O'Connell Street
Sydney NSW 2000

Attention: Mr Yves Hazan

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CONFIDENTIAL COMMUNICATION

Dear Colleagues

Allegations of unlawful conduct

Our Ref: L00371:JAK

As you know, we act for BMaddox Enterprises, LLC, and its principal Brandon Lane Maddox (**our client**).

We refer to your letter of 5 April 2016 (**your Letter**), which responds to the letter from Dilanchian Lawyers & Consultants then acting for our client, dated 24 March 2016 ("**March Letter**").

We are instructed to respond as follows and adopt the definitions set out in the March Letter.

1. Our client is the owner of all copyright subsisting in the literary and artistic works published on the Client Website, including the eBook, and its related marketing material distributed through MailChimp email marketing services ("**Copyright Works**"). By way of example:
 - a. screenshots of the homepage of the Client Website are attached and marked Annexure "**A**";
 - b. selected pages from the client's eBook are attached and marked Annexure "**B**"; and
 - c. screenshots of selected emails distributed through www.mailchimp.com between February 2016 and March 2016 are attached and marked Annexure "**C**".
2. Despite the identity of the registrant of the Infringing Website being "cloaked" by the Registrar, we note that your clients are responsible for the operation of the Infringing Website. Attached and marked Annexure "**D**" is a screenshot taken of the Infringing Website referencing Platinum Avenue Holdings Pty Ltd. We understand that this has not been denied by your Letter.
3. Since receiving the March Letter, the Infringing Website has changed in content in what appears to be an attempt to further differentiate it from the Client Website. Attached and marked Annexure "**E**" are screenshots taken of the Infringing Website on or around 9 April

2016. Attached and marked Annexure “F” are screenshots of the Infringing Website, taken on 13 April 2016.

4. The Infringing Website and related marketing material distributed through www.mailchimp.com or www.getresponse.com has, and continues to, reproduce without our client’s licence or authority, the Copyright Works (“**Offending Reproductions**”). By way of example:
 - a. attached and marked Annexure “G” is a comparison of selected passages taken from the homepage of the Client Website and the Infringing Website published on 13 April 2016;
 - b. attached and marked Annexure “H” is a comparison of selected pages of the eBook published on the Client Website and the eBook published on the Infringing Website; and
 - c. attached and marked Annexure “I” is a comparison between the marketing emails distributed by our respective client’s through www.mailchimp.com or www.getresponse.com.

For ease of reference, in each of the above annexures, the Offending Reproductions and corresponding relevant Copyright Works have been circled in red, or highlighted in green, and marked respectively.

5. Accordingly, it is our client’s position that the Offending Reproductions continue to infringe our client’s copyright in the Copyright Works. The remedies available to our client include an injunction, either damages (including additional damages for flagrant infringement) or an account of profits, and costs.
6. The nature and extent of the flagrant Offending Reproductions on the Infringing Website and related marketing material is of serious and significant concern to our client. We note that your clients’ activities extends beyond our client’s Copyright Works to the use of the same webpage names and uniform resource locators (URLs). By way of example, attached and marked Annexure “J” is a comparison between the URLs of the Client Website and the URLs of the Infringing Website published in around March 2016.
7. We note that the image and description of ‘Henry Jackson’, in addition to references to a Texas street address, (set out in paragraph 18 of the March Letter) have been removed from the external content on the Infringing Website but not from your clients’ eBook or marketing emails. We also note that the Infinite Conversions Website, and the Twitter panel and LinkedIn business page for Infinite Conversions, have been removed.
8. We also note that despite your assertions that the March Letter has not particularised the allegations of copyright and other civil claims, the content the subject of the March Letter allegations has been removed or altered from at least the external content on the Infringing Website. Clearly, this conduct indicates an understanding at least by your clients of the allegations made against them.
9. It has also come to our clients’ attention that the marketing emails distributed by your client through at least www.getresponse.com make the following representations:
 - a) “because as the largest gun dealer in the region, I know what I’m talking about!”;

- b) “because with an A+ rating from the Better Business Bureau and almost two decades of 100% positive Powerseller feedback on eBay, I have the best reputation in the business!”; and
- c) “because I apply for a new FLL License every year to make sure you always have the latest cutting edge information” (collectively, “**Offending Representations**”).
10. The Offending Representations appear to be a direct reproduction of our client’s Copyright Works. Our client therefore questions whether those underlined representations by your clients are correct in light of:
- a) our client’s assertions that it is the largest gun dealer in the region;
- b) FFL Trust is not accredited by the Better Business Bureau. Attached and marked Annexure “**K**” is a printout from the Better Business Bureau database; and
- c) the Federal Firearms Licenses, published on the Infringing Website, retain references to “BMaddox Enterprises, LLC” in fine print indicating that those licences have not been issued by proper authorities. Attached and marked Annexure “**L**” is a copy of your client’s alleged Federal Firearms Licenses with references to our clients highlighted in green.
11. It is our client’s position that the Offending Reproductions constitute a breach of Sections 18 and 29 of the *Australian Consumer Law* in that it is conduct which is misleading or deceptive, or is likely to mislead or deceive.
12. Our client has instructed us to demand the written, interim, undertakings set out in Annexure “**M**” of this letter by no later than **5 May 2016**. If those undertakings are not received by this date, our clients reserve their rights to take such further action as they see fit against your clients without further notice.
13. In the meantime, our clients will continue to monitor your clients’ commercial activities.
14. We otherwise note that any allegations concerning criminal conduct (including the fraudulent reproduction of any US federal firearms licence) has been referred to the relevant government authorities, including those in the US, for further action. Our client will not otherwise be providing any sworn statements or apology, referred to in paragraphs 13 and 23 of your Letter.

Our client otherwise reserves all of its rights, including its rights to pursue claims under US law.

Yours faithfully

SPRUSON & FERGUSON LAWYERS PTY LIMITED



Khajaque Kortian

LLB (UTS)

Principal

khajaque.kortian@spruson.com

ANNEXURE “M”

Deed of Undertaking

Platinum Avenue Holdings Pty Ltd, and Mr Milad Oskouie, both of 8 Ward Street, Willoughby NSW 2068, (collectively “**Oskouie**”), by itself, its servants, agents and any associates (as that term is defined in the *Corporations Act, 2001*), undertake to:

- 1) immediately cease all further use, reproduction and publication (in any form) the Copyright Works**;
- 2) immediately remove or procure the removal of the Offending Reproductions** from the Infringing Website*, from www.mailchimp.com and from www.getresponse.com, and any other website, social media, promotional or marketing material or platform controlled by Oskouie;
- 3) refrain from any further publication of the video testimonial and related case study on the Infinite Conversions Website* and on any other website, social media or promotional or marketing material or platform controlled by Oskouie; and
- 4) Oskouie remove all false representations from the Infringing Website*, from www.mailchimp.com and from www.getresponse.com, any other website, social media, or promotional or marketing material or platform controlled by Oskouie, including but not limited to the Offending Representations**.

***refers to terms defined in the letter dated 24 March 2016 from Dilanchian Lawyers & Consultants to Mr Oskouie**

****refers to terms defined in the letter dated 21 April 2016 from Spruson & Ferguson Lawyers Pty Limited to Hazan Hollander Lawyers**

Executed as a Deed

Signed, sealed and delivered by and on behalf of Platinum Avenue Holdings Pty Ltd:

In the presence of:

Full Name of Director

Full Name of witness

Signature of Director

Signature of witness

Date

Date

Executed as a Deed

Signed, sealed and delivered by Mr Milad Oskouie:

In the presence of:

Signature

Full Name of witness

Date

Signature of witness

Date