

Payment Schedule

Forum Finance Pty Ltd. ABN 16 153 301 172 of Level 5, 141 Walker Street,
North Sydney NSW 2060 (the "owner") enters into this Agreement with:

Customer Details

Reference No. _____

Customer Name THE MARTINEZ HWL PRACTICE TRUST & THE GARDINI HWL PRACTICE TRUST & THE EAST HWL PRACTICE TRUST & THE WARAT
HWL PRACTICE TRUST & THE MARIN HWL PRACTICE TRUST & OTHERS TRADING AS HWL EBSWORTH LAWYERS

Trading Name HWL Ebsworth Lawyers ABN 37246549189

Address Level 26, 530 Collins Street, Melbourne VIC Postcode 3000

This is a Payment Schedule dated 23 August 2018 ("Schedule") by and between Forum Finance Pty Ltd. (Supplier) and HWL Ebsworth Lawyers (Customer).

In the event of a conflict between the terms of this Schedule and the terms of any software license, product warranty or service agreement between the product vendor(s) shown in Table A (Product Vendor(s)) and Customer (Licence Agreement), applicable to the Products in this Schedule, the terms of this Schedule shall take priority and prevail. This Schedule, once accepted by the Supplier returning an executed copy of the Schedule, constitutes a binding contract subject to the terms and conditions in Annexure A.

Product Description (Table A)

The items described below are the software and/or hardware products the subject of this Schedule (Products):

Software Vendor	Software Description
N/A	

Hardware

Hardware Vendor	Hardware Description
Print multifunction equipment	refer to Annexure (A)

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
1 September 2018	\$85,690.00	\$8,569.00	\$94,259.00
59 subsequent payments	\$85,690.00	\$8,569.00	\$94,259.00
		Product Price	\$5,655,540.00

THIS PAYMENT SCHEDULE IS A TAX INVOICE

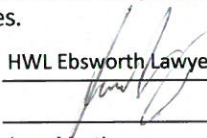

Payment Schedule**Product Price and Payment Terms, Cont...**

On acceptance of delivery of the Products by Customer the Customer irrevocably acknowledges and agrees that:

- The Product Price shown in Table B is incurred on acceptance of delivery of the Products by Customer and Customer irrevocably commits to paying the Product Price in all circumstances and that its obligation to pay the Product Price is absolute and unconditional from the date of acceptance of delivery of the Products.
- Subject to the provisions in **Annexure A**, the Product Price is payable by installments in the amounts (**Installment Amount**) and on the due dates set out in **Table B** above.

Customer hereby agrees to all terms and conditions of this Schedule (including the terms and conditions attached hereto as Annexure A).

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Schedule to be duly executed by their authorized representatives.

Customer	HWL Ebsworth Lawyers	Supplier	Forum Finance Pty Ltd
By		By	
Print Name	Juan Martinez	Name	BILL PAPAS
Title	Managing Partner	Title	MD

Annexure A

Payment Schedule

1 Product Price

(a) The Product Price shall be due and payable as shown in Table B of this Schedule and (b) Customer shall pay the Product Price in the instalments and on the due dates set out in Table B of this Schedule in full in cleared funds without any abatement, set-off, withholding, defense or counterclaim for any reason whatsoever (including, but not limited to, a force majeure event). The Supplier will issue a separate tax invoice to the Customer for payment of any instalment before its due date but any failure by the Supplier to issue the separate tax invoice does not affect the Customer's obligation to pay the instalments on the due dates as set out in Table B.

2 Assignment

CUSTOMER MAY NOT ASSIGN, NOVATE OR GRANT AN ENCUMBRANCE THIS SCHEDULE OR THE RIGHTS AND/OR OBLIGATIONS HEREUNDER, NOR SHALL THE CUSTOMER ENCUMBER, LEASE OR LEND THE PRODUCTS OR SUBMIT THEM TO BE USED BY ANYONE OTHER THAN CUSTOMER'S EMPLOYEES OR AGENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUPPLIER. The Customer agrees that the Supplier may, without notice to or consent of the Customer, assign to the benefit of a third party ("Assignee") its rights, title and interest, in whole and in part, to receive the Product Price and any other amounts payable by the Customer pursuant to the Schedule ("Assigned Payments"). The Assignee shall not be liable for or be required to perform any of the Supplier's or Product Vendor's obligations to Customer under or in connection with this Schedule, the Products or any Licence Agreement, such obligations being retained by Supplier and/or Product Vendor (as the case may be) each in their own capacity. For the avoidance of doubt, service credits, rebates or price reductions, if applicable, shall be independent of the Customer's obligation to pay the Product Price and shall not have the effect of reducing the Product Price payable. Customer's obligation to pay the Product Price and liability therefore is absolute and unconditional, and is separate and completely independent of the delivery, performance or quality of the Products and of any Licence Agreement the Customer may have with the Product Vendor or any other person and without limiting the foregoing, the Customer's obligation to pay the Product Price shall continue notwithstanding (and shall not be affected by, released and/or reduced as a result of) any of the following (each a "Relevant Event"): (a) any breach under or in connection with this Schedule, the Products or any Licence Agreement and/or any wrongful or negligent act or omission by or on behalf of the Supplier and/or the Product Vendor; (b) any dispute between the Product Vendor and/or the Supplier and the Customer; (c) any change or revision to this Schedule; (d) any termination or suspension of this Schedule in whole or in part for any reason whatsoever; (e) any accident or damage to and/or loss of any Product (or any function thereof) or the Customer being unable to use any Product, in each case for any reason whatsoever; and/or (f) any Event of Default. None of the foregoing shall affect any right the Customer may have to bring a claim in damages against the Supplier or the Product Vendors directly.

3 Events of Default

The term "Event of Default" shall mean any one or more of the following: (a) Customer shall fail to pay any Product Price when due and such failure is not cured within 10 days; (b) Customer shall fail to perform any other covenant or agreement hereunder and such failure is not cured, if capable of being remedied, within 15 days after written notice from the Supplier; (c) Customer or any guarantor of Customer's obligations (each a "Guarantor") commence any action for relief under any laws relating to bankruptcy, insolvency, reorganization or relief of debtors or is otherwise unable to pay its debts as and when they fall due; (d) Customer shall enter into a merger or other transaction in which it is not the surviving entity, sell or transfer all or substantially all of its assets, or take any step to dissolve itself or be terminated; (e) there is a change in the ownership or control of the Customer, funding arrangements, business management or financial condition of the Customer that would have a material adverse effect on the Customer's ability or willingness to perform its obligations under this Schedule; or (f) any representation or warranty made by Customer to the Supplier in connection with this Schedule shall prove at any time to have been untrue or misleading in any material respect.

4 Remedies

Upon the occurrence of any Event of Default, in whole or in part and for whatever reason, the Supplier (or Assignee, if applicable) may by notice to the Customer exercise any one or more of the following remedies: (a) declare all Product Price (or Assigned Payments, if applicable) due and unpaid on the date of Event of Default and all Product Price which would have fallen due on or after the date of Event of Default pursuant to Table A of this Schedule, accrued interest, late charges, taxes, and other amounts due under or in connection with this Schedule, to be immediately due and payable; (b) charge Customer interest on all Product Price (or Assigned Payments, if applicable) due to the Supplier (or Assignee, if applicable) at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, from the date of the Event of Default until paid in full (before and after judgment); (c) require Customer to cease use of all Product, delete all Software from Customer's computer systems and deliver all Hardware (and all documentation) to the Supplier at Customer's expense; (d) require payment of any costs incurred by the Supplier (or Assignee, if applicable) in terminating or replacing any funding arrangements entered into in connection with the provision of the Product (or provision of funds by the Assignee in connection with the assignment of rights contemplated hereunder, if applicable); and/or (e) require payment of any taxes applicable to any of the foregoing amounts (together "Termination Payment"). The Customer agrees that the Termination Payment is fair and reasonable, and is not a penalty.

5 Termination

This Schedule shall terminate on receipt of all monies due from the Customer unless terminated earlier in accordance with this clause 5. Subject to this clause, neither party shall be entitled to terminate this Schedule prior to that date. Notwithstanding the foregoing, the Supplier (or Assignee, if applicable) may terminate this Schedule by notice to the Customer at any time after the occurrence of an Event of Default. Termination shall be without prejudice to the accrued rights and remedies of either party. In particular, the Customer's obligations set out in clauses 1, 2, 4, 6 and 7 of this Schedule shall survive any such termination of this agreement.

6 Indemnities

The Customer unconditionally and irrevocably indemnifies the Supplier against liability, loss and reasonable costs, charges or expenses incurred in connection with: (a) an Event of Default; (b) any new legislation or change in any legislation or regulation, or any change in any ruling, guideline, directive or requirement issued by a governmental authority or body or any change in the interpretation of any such legislation or regulation, ruling, guideline, directive or requirement that affects this Schedule, the transactions under it, the Supplier's obligations under this Schedule or the Supplier's return under this Schedule; (c) the early termination of this Schedule; (d) any security interest provided under this Schedule not having its intended priority, failing to attach to the Product (if applicable), not being perfected, being void, illegal, invalid, unenforceable or of limited force and effect; (e) any claim or demand made by any third party in relation to the Product, including without limitation any claim for the infringement of a patent, trademark, copyright or other intellectual property right; (f) any steps taken by Supplier or the Assignee to administer, exercise, enforce or preserve any of its rights under this Schedule.

7 Ownership

Ownership of Product which is Hardware remains with the Supplier until all amounts due from the Customer under this Schedule are received by the Supplier in clear funds.

8 Risk of Loss, Insurance

Customer shall take out third-party insurance with a reputable insurer approved by the Supplier and accept responsibility for any loss or damage to the Hardware while in its possession.

9 Covenants

Customer represents, warrants and covenants to the Supplier as of the date hereof, that: (a) Customer (and each Guarantor, if any): (i) is duly organized and validly existing under the laws of the state of its organization; (ii) has adequate power and capacity to enter into this Schedule and any other documents required to be delivered in connection herewith (hereinafter "Documents"); and (iii) holds each authorization and consent necessary for it to conduct its business as it is now being conducted; (b) the Documents have been duly authorized, executed and delivered by Customer and each Guarantor and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (c) Customer's payment obligations under this Schedule rank at least equally with all of its other unsecured and unsubordinated payment obligations, other than obligations that are mandatorily preferred by law; (d) Customer has disclosed to the Supplier all the information that is material to an assessment by the Supplier of the risks that it assumes by entering into this Schedule and the transactions under it; (e) Customer has not asserted against the Supplier, and has no basis to assert: (i) any set-offs, counterclaims or defences to Customer's obligation under this Schedule; or (ii) any claims in connection with the Products; (f) Customer has not received or been promised any credits, rebates, refunds or other compensation, in cash or in kind, with respect to the purchase of the Products, except as disclosed to the Supplier; and (g) Customer shall keep the Products free of all liens and encumbrances, except for the rights of Product Vendor and any Assignee.

10 PPSA

As security for Customer's obligations under this Schedule, Customer grants to Supplier a security interest in the Products. The Supplier may, at the Supplier's expense, apply for any registration, or give any notification, in connection with any security interest for the purposes of the PPSA, and for whatever class of collateral Supplier thinks fit. The Customer consents to any registration or notification by the Supplier and agrees not to make an amendment demand. The Supplier need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded. The Supplier need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded. The Customer agrees that the Supplier need not comply with sections 95, 118, 121(4), 125, 130, 132(3) (d) and 132(4) of the PPSA, or any other provision of the PPSA notified to the Customer by Supplier after the date of this Schedule, and the Customer may not exercise any rights under sections 142 and 143 of the PPSA, to the extent that the law permits these provisions, rights and requirements to be excluded.

Whenever the Supplier or the Assignee reasonably requests Customer to do anything: (a) to ensure that this Schedule or any security interest is fully effective, enforceable and perfected with the contemplated priority; (b) for more satisfactorily assuring or securing to the Supplier or the Assignee the property the subject of any such security interest in a manner consistent with this Schedule; or (c) for aiding the exercise of any power in this Schedule, the Customer shall do it promptly at its own cost.

For the purposes of this clause, PPSA means the *Personal Property Securities Act 2009* (Cwlth).

11 Choice of Law

This Schedule and any non-contractual obligations arising out of or in connection with it are governed by the laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdictions of the Courts of New South Wales and Courts of Appeal from them.

12 Waivers

Customer shall not be discharged from its obligations hereunder except by payment and performance in full of all such obligations.

13 Entire Agreement

This Schedule contains the entire agreement between Customer and the Supplier relating to the subject matter hereof. No agreements or understandings shall be binding on the parties hereto unless set forth in writing and signed by the parties. Time is of the essence in this Schedule. Any wording of this Schedule held unenforceable in any jurisdiction shall be deemed deleted to the extent of such unenforceability without invalidating the remaining wording and/or provisions of this Schedule.



People & Technology. Together.

Annexure
(A)

Agreement To. _____

Agreement No. _____

Equipment

Product Description	Serial No.	Location Address
INEO + 658	A79J141000033	Level 11, Westralia Plaza, 167 St Georges Terrace PERTH
INEO + 658	A79J141000080	Level 11, Westralia Plaza, 167 St Georges Terrace PERTH"
INEO + 658	A79J141000127	LEVEL 9, 85 MACQUARIE STREET HOBART
INEO + 658	A79J141000174	LEVEL 9, 85 MACQUARIE STREET HOBART
INEO + 658	A79J141000221	Level 21, Westpac House, 91 King William Street ADELAIDE
INEO + 658	A79J141000268	Level 11 Westralia Plaza, 167 St George Terrace Perth
INEO + 658	A79J141000315	Level 23, 530 Collins Street Melbourne
INEO + 658	A79J141000362	Level 24, 530 Collins Street Melbourne
INEO + 658	A79J141000409	Level 24, 530 Collins Street Melbourne
INEO + 658	A79J141000456	Level 25, 530 Collins Street Melbourne
INEO + 658	A79J141000503	Level 25, 530 Collins Street Melbourne
INEO + 658	A79J141000550	Level 25, 530 Collins Street Melbourne
INEO + 658	A79J141000597	Level 26, 530 Collins Street Melbourne
INEO + 658	A79J141000644	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO + 658	A79J141000691	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO + 658	A79J141000738	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO + 658	A79J141000785	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO + 658	A79J141000832	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO + 658	A79J141000879	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO + 658	A79J141000926	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO + 658	A79J141000973	Level 19, 480 Queen Street BRISBANE
INEO + 658	A79J141001020	Level 19, 480 Queen Street BRISBANE
INEO + 658	A79J141001067	Level 19, 480 Queen Street BRISBANE
INEO + 658	A79J141001114	Level 19, 480 Queen Street BRISBANE
INEO + 658	A79J141001161	Level 5, HWL Ebsworth Building, 6 National Circuit BARTON
INEO + 658	A79J141001208	Level 9, Mitchell Centre, 59 Mitchell Street DARWIN
INEO + 658	A79J141001255	Level 21, Westpac House, 91 King William Street ADELAIDE
INEO + 658	A79J141001302	Level 21, Westpac House, 91 King William Street ADELAIDE
INEO + 658	A79J141001349	LEVEL 9, 85 MACQUARIE STREET HOBART
INEO + 658	A79J141001396	Level 23, 530 Collins Street Melbourne
INEO + 658	A79J141001443	Level 23, 530 Collins Street Melbourne
INEO + 658	A79J141001490	Level 23, 530 Collins Street Melbourne
INEO + 658	A79J141001537	Level 24, 530 Collins Street Melbourne
INEO + 658	A79J141001584	Level 24, 530 Collins Street Melbourne
INEO + 658	A79J141001631	Level 24, 530 Collins Street Melbourne
INEO + 658	A79J141001678	Level 25, 530 Collins Street Melbourne
INEO + 658	A79J141001725	Level 25, 530 Collins Street Melbourne
INEO + 658	A79J141001772	Level 26, 530 Collins Street Melbourne
INEO+754e	A79V141001663	Level 21, Westpac House, 91 King William Street ADELAIDE
INEO+754e	A79V141001682	Level 21, Westpac House, 91 King William Street ADELAIDE
INEO+754e	A79V141001701	Level 21, Westpac House, 91 King William Street ADELAIDE
INEO+754e	A79V141001720	Level 21, Westpac House, 91 King William Street ADELAIDE
INEO+754e	A79V141001739	Level 11, Westralia Plaza, 167 St Georges Terrace PERTH

Initials: _____

Agreement To. _____

Agreement No. _____

Equipment

Product Description	Serial No.	Location Address
INEO+754e	A79V141001036	Level 23, 530 Collins Street Melbourne
INEO+754e	A79V141001055	Level 23, 530 Collins Street Melbourne
INEO+754e	A79V141001074	Level 23, 530 Collins Street Melbourne
INEO+754e	A79V141001093	Level 24, 530 Collins Street Melbourne
INEO+754e	A79V141001112	Level 24, 530 Collins Street Melbourne
INEO+754e	A79V141001131	Level 25, 530 Collins Street Melbourne
INEO+754e	A79V141001150	Level 25, 530 Collins Street Melbourne
INEO+754e	A79V141001169	Level 26, 530 Collins Street Melbourne
INEO+754e	A79V141001188	Level 26, 530 Collins Street Melbourne
INEO+754e	A79V141001207	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO+754e	A79V141001226	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO+754e	A79V141001245	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO+754e	A79V141001264	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO+754e	A79V141001283	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO+754e	A79V141001302	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO+754e	A79V141001321	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO+754e	A79V141001340	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO+754e	A79V141001359	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO+754e	A79V141001378	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO+754e	A79V141001397	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO+754e	A79V141001416	Level 14, Australia Square, 264-278 George Street, SYDNEY
INEO+754e	A79V141001435	Level 3, Norwest Central, 12 Century Circuit BAULKHAM HILLS
INEO+754e	A79V141001454	Level 3, Norwest Central, 12 Century Circuit BAULKHAM HILLS
INEO+754e	A79V141001473	Level 19, 480 Queen Street BRISBANE
INEO+754e	A79V141001492	Level 19, 480 Queen Street BRISBANE
INEO+754e	A79V141001511	Level 19, 480 Queen Street BRISBANE
INEO+754e	A79V141001530	Level 19, 480 Queen Street BRISBANE
INEO+754e	A79V141001549	Level 19, 480 Queen Street BRISBANE
INEO+754e	A79V141001568	Level 19, 480 Queen Street BRISBANE
INEO+754e	A79V141001587	Level 5, HWL Ebsworth Building, 6 National Circuit BARTON
INEO+754e	A79V141001606	Level 5, HWL Ebsworth Building, 6 National Circuit BARTON
INEO+754e	A79V141001625	Level 9, Mitchell Centre, 59 Mitchell Street DARWIN
INEO+754e	A79V141001644	Level 9, Mitchell Centre, 59 Mitchell Street DARWIN

Customer's Signature

Signed for and on behalf of: HWL Ebsworth LawyersABN: 37 246 549 189

Signature: _____

Name of Signatory: JUAN MARTINEZTitle of Signatory: MANAGING PARTNERDate: 23/8/18

Certificate of Acceptance of Delivery

Forum Finance Pty Ltd. ABN 16 153 301 172 of Level 5, 141 Walker Street,
North Sydney NSW 2060 (the "owner") enters into this Agreement with:

Supplier Details

Customer Name	Forum Finance Pty Ltd		
Trading Name		ABN	16 153 301 172
Address	Level 5, 141 Walker Street, North Sydney	Postcode	2060

Customer Details

Customer Details		Pty Limited	
Customer Name	THE MARTINEZ HWL PRACTICE TRUST & THE GARDINI HWL PRACTICE TRUST & THE EAST HWL PRACTICE TRUST & THE WARAT HWL PRACTICE TRUST & THE MARIN HWL PRACTICE TRUST & OTHERS, TRADING AS HWL EB SWORTH LAWYERS		
Trading Name	HWL Ebsworth Lawyers	ABN	37246549189
Address	Level 26, 530 Collins Street, Melbourne VIC	Postcode	3000

Payment Schedule

Payment Schedule dated on between Supplier and Customer.

Date of Acceptance of Delivery

Date 27th AUG 2018

Products

As described in the Payment Schedule.



Product price

As described in Table B in the Payment Schedule.

On the date of executing this Certificate, the Customer hereby acknowledges, agrees and declares that:

1. All Products the subject of the above Payment Schedule have been received and accepted by the Customer on the above date of acceptance of delivery for the purpose of the Payment Schedule, and complies with its description in the Payment Schedule, are in good working order and condition, are of merchantable quality and are fit for their purpose;
2. The Customer has read and fully understands the Payment Schedule (including, without limitation, the terms and conditions attached in Annexure A thereto);
3. The Product Price shown in Table B of the Payment Schedule is incurred on the above date of acceptance of delivery by Customer and Customer irrevocably commits to paying the Product Price in all circumstances and that its obligation to pay the Product Price is absolute and unconditional from the above date of acceptance of delivery of the Products; and
4. Subject to the provisions in Annexure A of the Payment Schedule, the Product Price is payable by installments in the amounts (Installment Amount) and on the due dates set out in Table B in the Payment Schedule.

Date 27/8/2018

Signed by Customer	
Authorised Signature: 	Name (print): Juan Martinez
	Title: Managing Partner
In the presence of: Signature of witness: 	Name (print): AARON ELLIOTT
	Title: IT MANAGER