

# Master Technology Licence Agreement Health Management

## Annexure – Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. \_\_\_\_\_

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated \_\_\_\_\_ 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road Pyrmont Sydney NSW Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Laurie Kozlovic Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description \_\_\_\_\_

Location of Equipment \_\_\_\_\_

### Commencement, Term and Payments

Commencement Date <u>1st August 2020</u>	Usage Charge (ex GST) \$	<u>28,000 . 00</u>
Term <u>60</u>	+ GST \$	<u>2,800 . 00</u>
Billing Period <input checked="" type="checkbox"/> Monthly	Total \$	<u>30,800 . 00</u>

### Special Conditions (leave blank if not applicable)

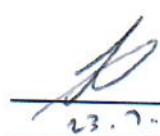

**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature


Executed for and on behalf of the Customer by its duly authorised signatory:

Name Laurie Kozlovic Title COO Signature   
Witness Signature  Print Name Bill Papas Date 23.7.20

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Bill Papas  
Signature  Date of Acceptance \_\_\_\_\_

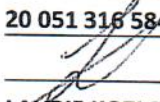


Agreement To. \_\_\_\_\_

Agreement No. \_\_\_\_\_

Product	Serial Number	Location
Surfacide Helios	5020, 5022, 5027	324 St Kilda Road SOUTH BANK VIC 3006
Surfacide Helios	5028, 5029, 5032	324 St Kilda Road SOUTH BANK VIC 3006
Surfacide Helios	5033, 5034, 5035	Level 3, 1 Innovation Road, MACQUARIE PARK, NSW 2113
Surfacide Helios	5038, 5040, 5042	166 Boundary Rd Rocklea, Queensland, 4106
Surfacide Helios	5044, 5045, 5049	166 Boundary Rd Rocklea, Queensland, 4106

Customer's Signature

Signed for and on behalf of: Veolia Environmental Services (Australia) Pty Ltd  
ABN: 20 051 316 584  
Signature:   
Name of Signatory: LAURIE KOZLOVIC  
Title of Signatory: COO Date: 23/7/20



### Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 78 607 484 364  
Address Level 4, 141 Walker Street North Sydney Postcode 2060

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

### TLA Schedule

TLA Schedule dated on 23rd July 2020 between Supplier and Customer.

### Date of Acceptance of Delivery

Date 23rd July 2020



### Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): <b>Laurie Kozlovic</b>
	Title: <b>COO</b>
In the presence of: Signature of witness: 	Name (print): <b>Bill Papas</b>
	Title: <b>MD</b>



# Master Technology Licence Agreement

## Annexure – Form of TLA Schedule

## Health Management

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 00100H-02

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road Pyrmont Sydney NSW Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Laurie Kozlovic Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date <u>1st September 2020</u>	Usage Charge (ex GST) \$	<u>44,800</u> . <u>00</u>
Term <u>60</u>	+ GST \$	<u>4,480</u> . <u>00</u>
Billing Period <input checked="" type="checkbox"/> Monthly	Total \$	<u>49,280</u> . <u>00</u>

### Special Conditions (leave blank if not applicable)

**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory:

Name Laurie Kozlovic Title COO Signature \_\_\_\_\_  
Witness Signature [Signature] Print Name Basile Papadimitriou Date 18/08/20

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Basile Papadimitriou  
Signature [Signature] Date of Acceptance 18/8/20



### Equipment

Product Description	Serial No.	Location Address
Surfacide Helios System	5050, 5052, 5059	34 Lidco Street, Arndell Park NSW 2148
Surfacide Helios System	5060, 5061, 5062	34 Lidco Street, Arndell Park NSW 2148
Surfacide Helios System	5122, 5123, 5124	124 Kewdale Road, Kewdale WA 6105
Surfacide Helios System	5125, 5126, 5127	124 Kewdale Road, Kewdale WA 6105
Surfacide Helios System	5133, 5134, 5135	34 Lidco Street, Arndell Park NSW 2148
Surfacide Helios System	5136, 5137, 5138	34 Lidco Street, Arndell Park NSW 2148
Surfacide Helios System	5140, 5142, 5143	34 Lidco Street, Arndell Park NSW 2148

### Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
 Trading Name \_\_\_\_\_ ABN 78 607 484 364  
 Address Level 4, 141 Walker Street North Sydney Postcode 2060

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
 Trading Name \_\_\_\_\_ ABN 20 051 316 584  
 Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

### TLA Schedule

TLA Schedule dated on Tuesday 18th August, 2020 between Supplier and Customer.

### Date of Acceptance of Delivery

Date Tuesday 18th August, 2020

### Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): <b>Laurie Kozlovic</b>
	Title: <b>COO</b>
In the presence of: Signature of witness: 	Name (print): <b>Basile Papadimitriou</b>
	Title: <b>MD</b>



# Master Technology Licence Agreement Health Management

## Annexure – Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 0010OH-04

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road Pyrmont Sydney NSW Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Gurpreet Brar Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date	<u>9th November 2020</u>	Usage Charge (ex GST)	\$	<u>44,800</u>	<u>00</u>
Term	<u>60</u>	+ GST	\$	<u>4,480</u>	<u>00</u>
Billing Period	<input checked="" type="checkbox"/> Monthly	Total	\$	<u>49,280</u>	<u>00</u>

### Special Conditions (leave blank if not applicable)

**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory:

Name Gurpreet Brar Title CFO Signature [Signature]  
Witness Signature [Signature] Print Name Basile Papadimitriou Date 6th November 2020

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Basile Papadimitriou  
Signature [Signature] Date of Acceptance 6/11/20



# Master Technology License Agreement

Health Management

Agreement - Form of MTA Schedule

This document is a form of MTA Schedule. It is intended to be used in conjunction with the MTA Schedule form. It is not intended to be used as a standalone document.

The Customer hereby agrees to the terms and conditions of the Master Technology License Agreement. The Customer understands that the terms and conditions of the Master Technology License Agreement are non-negotiable and that the Customer is entering into this agreement on an "as is" basis. The Customer acknowledges that the Master Technology License Agreement is a legal document and that the Customer is entering into this agreement voluntarily and without any duress, coercion, or undue influence.

**Customer Details**  
Customer Name: Health Management Services (HMS) Inc.  
Billing Name: Health Management Services (HMS) Inc.  
Address: 10000 Corporate Blvd, Suite 1000, Dallas, TX 75243  
Phone Number: (214) 412-1234  
Contact Email: hms@hms.com  
Customer ID: HMS-123456789  
Location of Equipment: HMS-123456789

**Comments, Terms and Payments**  
Comments: HMS-123456789  
Term: 12 months  
Start Date: 01/01/2024  
End Date: 12/31/2024  
Amount: \$1,200.00  
Currency: USD

**Special Conditions**  
Special Conditions: HMS-123456789

**Customer's Signature**  
Signature: [Handwritten Signature]  
Name: John Doe  
Title: CEO  
Company: Health Management Services (HMS) Inc.  
Address: 10000 Corporate Blvd, Suite 1000, Dallas, TX 75243  
Phone Number: (214) 412-1234  
Email: john.doe@hms.com

**Agreement**  
By signing this document, the Customer agrees to the terms and conditions of the Master Technology License Agreement. The Customer understands that the terms and conditions of the Master Technology License Agreement are non-negotiable and that the Customer is entering into this agreement on an "as is" basis.

**Signature**  
Signature: [Handwritten Signature]  
Name: John Doe  
Title: CEO  
Company: Health Management Services (HMS) Inc.  
Address: 10000 Corporate Blvd, Suite 1000, Dallas, TX 75243  
Phone Number: (214) 412-1234  
Email: john.doe@hms.com





Item No.	Description	Quantity	Unit Price	Total Price
100	Surface Holes UV-C System	1	1800	1800
101	Surface Holes UV-C System	1	1800	1800
102	Surface Holes UV-C System	1	1800	1800
103	Surface Holes UV-C System	1	1800	1800
104	Surface Holes UV-C System	1	1800	1800
105	Surface Holes UV-C System	1	1800	1800
106	Surface Holes UV-C System	1	1800	1800
107	Surface Holes UV-C System	1	1800	1800
108	Surface Holes UV-C System	1	1800	1800
109	Surface Holes UV-C System	1	1800	1800
110	Surface Holes UV-C System	1	1800	1800
111	Surface Holes UV-C System	1	1800	1800
112	Surface Holes UV-C System	1	1800	1800
113	Surface Holes UV-C System	1	1800	1800
114	Surface Holes UV-C System	1	1800	1800
115	Surface Holes UV-C System	1	1800	1800
116	Surface Holes UV-C System	1	1800	1800
117	Surface Holes UV-C System	1	1800	1800
118	Surface Holes UV-C System	1	1800	1800
119	Surface Holes UV-C System	1	1800	1800
120	Surface Holes UV-C System	1	1800	1800

## Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
 Trading Name \_\_\_\_\_ ABN 78 607 484 364  
 Address Level 4, 141 Walker Street North Sydney Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
 Trading Name \_\_\_\_\_ ABN 20 051 316 584  
 Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

## TLA Schedule

TLA Schedule dated on 6th November 2020 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 6th November 2020



## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): Gurpreet Brar
	Title: CFO
In the presence of: Signature of witness: 	Name (print): Basile Papadimitriou
	Title: MD



**Certificate of  
Acceptance of Delivery**

This document is to be completed by the Supplier. It is not to be used as a receipt for the goods.

**upis**

**Supplier Details**

Customer Name: Human Factors (Asia) Pte Ltd  
 Trading Name: Level A 111 Yew Tee Street North #04-01  
 Address: 111 Yew Tee Street North #04-01  
 Tel: 65 6748 2244  
 Fax: 65 6748 2244

**Customer Details**

Customer Name: Yee Jie Environmental Services (Singapore) Pte Ltd  
 Trading Name: Level A 111 Yew Tee Street North #04-01  
 Address: 111 Yew Tee Street North #04-01  
 Tel: 65 6748 2244  
 Fax: 65 6748 2244

**T/A Signature**

T/A Signature: [Signature] **Mr. [Name]**  
 Position: [Title]

**Date of Acceptance of Delivery**

Day: 01 Month: 11 Year: 2020

**Product**

The description in the back of this document is the T/A of the product.

Product Description: [Description]

On this date of signing this Certificate of Acceptance of Delivery, the Customer hereby certifies that the goods have been received and inspected by the Customer and the goods conform to the description of the goods as set out in the Certificate of Acceptance of Delivery. The Customer hereby certifies that the goods are in conformity with the description of the goods as set out in the Certificate of Acceptance of Delivery.

Signature	<u>[Signature]</u>
Name	<u>[Name]</u>
Position	<u>[Position]</u>
Date	<u>[Date]</u>
Signature	<u>[Signature]</u>
Name	<u>[Name]</u>
Position	<u>[Position]</u>
Date	<u>[Date]</u>

# Master Technology Licence Agreement Health Management

## Annexure – Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 00100H-05

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, 65 Pirrama Road Pyrmont Sydney NSW Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Gurpreet Brar Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date <u>1st January 2021</u>	Usage Charge (ex GST) \$	<u>32,000</u> . <u>00</u>
Term <u>60</u>	+ GST \$	<u>3,200</u> . <u>00</u>
Billing Period <input checked="" type="checkbox"/> Monthly	Total \$	<u>35,200</u> . <u>00</u>

### Special Conditions (leave blank if not applicable)

**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory:

Name Gurpreet Brar Title CFO Signature [Signature]  
Witness Signature [Signature] Print Name Basile Papadimitriou Date 17/12/20

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Basile Papadimitriou  
Signature [Signature] Date of Acceptance 17/12/20





## Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 78 607 484 364  
Address Level 4, 141 Walker Street North Sydney Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

## TLA Schedule

TLA Schedule dated on 17th December 2020 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 17th December 2020

## Products



As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

## Signed by Customer

Signature: 	Name (print): Gurpreet Brar
	Title: CFO
In the presence of: Signature of witness: 	Name (print): Basile Papadimitriou
	Title: MD



# Master Technology Licence Agreement Health Management

## Annexure – Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 00100H-06

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, 65 Pirrama Road Pyrmont Sydney NSW Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Gurpreet Brar Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date <u>1st March 2021</u>	Usage Charge (ex GST) \$	<u>32,000 . 00</u>
Term <u>60</u>	+ GST \$	<u>3,200 . 00</u>
Billing Period <input checked="" type="checkbox"/> Monthly	Total \$	<u>35,200 . 00</u>

### Special Conditions (leave blank if not applicable)

**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory:

Name Gurpreet Brar Title CFO Signature [Signature]  
Witness Signature [Signature] Print Name Basile Papadimitriou Date 01/03/21

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Basile Papadimitriou  
Signature [Signature] Date of Acceptance 01/03/21







## Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 78 607 484 364  
Address Level 4, 141 Walker Street North Sydney Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

## TLA Schedule

TLA Schedule dated on 1st March 2021 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 1st March 2021


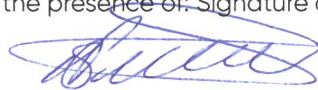
## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): <b>Gurpreet Brar</b>
	Title: CFO
In the presence of. Signature of witness: 	Name (print): <b>Basile Papadimitriou</b>
	Title: MD



# Master Technology Licence Agreement Health Management

## Annexure – Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 00100H-07

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 2020 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, 65 Pirrama Road Pyrmont Sydney NSW Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Gurpreet Brar Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date <u>15th April 2021</u>	Usage Charge (ex GST) \$	<u>25,600 . 00</u>
Term <u>60</u>	+ GST \$	<u>2,560 . 00</u>
Billing Period <input checked="" type="checkbox"/> Monthly	Total \$	<u>28,160 . 00</u>

### Special Conditions (leave blank if not applicable)


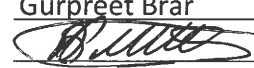
**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature


Executed for and on behalf of the Customer by its duly authorised signatory:

Name Gurpreet Brar Title CFO Signature   
Witness Signature  Print Name Basile Papadimitriou Date 13/04/21

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Basile Papadimitriou  
Signature  Date of Acceptance 13/04/21





## Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 78 607 484 364  
Address Level 4, 141 Walker Street North Sydney Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

## TLA Schedule

TLA Schedule dated on 13th April 2021 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 13th April 2021



## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): <b>Gurpreet Brar</b>
	Title: <b>CFO</b>
In the presence of: Signature of witness: 	Name (print): <b>Basile Papadimitriou</b>
	Title: <b>MD</b>



# Master Technology Licence Agreement Waste Management

## Annexure – Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. \_\_\_\_\_

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated \_\_\_\_\_ 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont Sydney Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Laurie Kozlovic Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description \_\_\_\_\_

Location of Equipment \_\_\_\_\_

### Commencement, Term and Payments

Commencement Date <u>1st August 2020</u>	Usage Charge (ex GST) \$	<u>152,500 . 00</u>
Term <u>60</u>	+ GST \$	<u>15,250 . 00</u>
Billing Period <input checked="" type="checkbox"/> Monthly	Total \$	<u>167,750 . 00</u>

### Special Conditions (leave blank if not applicable)

**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory:

Name Laurie Kozlovic Title COO Signature \_\_\_\_\_  
Witness Signature [Signature] Print Name Bill Papas Date 13-7-20

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Bill Papas  
Signature [Signature] Date of Acceptance \_\_\_\_\_



Agreement To. \_\_\_\_\_

Agreement No. \_\_\_\_\_

Product Description	Serial No.	Location Address
OG100	OG100 25028AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100 25132AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100 25236AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100 25340AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100 25444AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100 25548AZ	14 Monash Gate Jandakot WA 6163
OG100	OG100 25652AZ	14 Monash Gate Jandakot WA 6163
OG100	OG100 25756AZ	14 Monash Gate Jandakot WA 6163
OG100	OG100 25757AZ	14 Monash Gate Jandakot WA 6163
OG100	OG100 25766AZ	34 Lidco Street, Arndell Park, NSW 2009
OG100	OG100 25781AZ	34 Lidco Street, Arndell Park, NSW 2009
OG100	OG100 25784AZ	34 Lidco Street, Arndell Park, NSW 2009
OG100	OG100 25785AZ	34 Lidco Street, Arndell Park, NSW 2009
OG100	OG100 25790AZ	34 Lidco Street, Arndell Park, NSW 2009
OG100	OG100 25801AZ	34 Lidco Street, Arndell Park, NSW 2009
OG100	OG100 25811AZ	34 Lidco Street, Arndell Park, NSW 2009
OG100	OG100 25822AZ	34 Lidco Street, Arndell Park, NSW 2009
OG100	OG100 25826AZ	34 Lidco Street, Arndell Park, NSW 2009
OG100	OG100 25888AZ	166 Boundary Rd Rocklea QLD 4106
OG100	OG100 25891AZ	166 Boundary Rd Rocklea QLD 4106
OG100	OG100 257895AZ	166 Boundary Rd Rocklea QLD 4106
OG100	OG100 257894AZ	166 Boundary Rd Rocklea QLD 4106
IG500	IG5001GR80138	19 McDonald Road, Brooklyn VIC 3025
IG500	IG5001GR80147	19 McDonald Road, Brooklyn VIC 3025
IG500	IG5001GR80156	19 McDonald Road, Brooklyn VIC 3025
IG500	IG5001GR80165	19 McDonald Road, Brooklyn VIC 3025
IG500	IG5001GR80174	19 McDonald Road, Brooklyn VIC 3025
IG500	IG5001GR80183	19 McDonald Road, Brooklyn VIC 3025
IG500	IG5001GR80192	19 McDonald Road, Brooklyn VIC 3025
IG500	IG5001GR80201	14 Monash Gate Jandakot WA 6163
IG500	IG5001GR80210	14 Monash Gate Jandakot WA 6163
IG500	IG5001GR80211	34 Lidco Street, Arndell Park, NSW 2009
IG500	IG5001GR80228	34 Lidco Street, Arndell Park, NSW 2009
IG500	IG5001GR80234	34 Lidco Street, Arndell Park, NSW 2009
IG500	IG5001GR80237	34 Lidco Street, Arndell Park, NSW 2009
IG500	IG5001GR80241	34 Lidco Street, Arndell Park, NSW 2009
IG500	IG5001GR80244	34 Lidco Street, Arndell Park, NSW 2009
IG500	IG5001GR80245	34 Lidco Street, Arndell Park, NSW 2009

Agreement To. \_\_\_\_\_

Agreement No. \_\_\_\_\_

IG500	IG5001GR80251	166 Boundary Rd Rocklea QLD 4106
IG500	IG5001GR80252	166 Boundary Rd Rocklea QLD 4106
IG500	IG5001GR80253	166 Boundary Rd Rocklea QLD 4106
IG500	IG5001GR80259	166 Boundary Rd Rocklea QLD 4106
IG500	IG5001GR80263	166 Boundary Rd Rocklea QLD 4106
IG500	IG5001GR80265	166 Boundary Rd Rocklea QLD 4106
IG500	IG5001GR80267	34 Lidco Street, Arndell Park, NSW 2009
IG500	IG5001GR80270	34 Lidco Street, Arndell Park, NSW 2009
IG500	IG5001GR80277	34 Lidco Street, Arndell Park, NSW 2009
IG500	IG5001GR80289	34 Lidco Street, Arndell Park, NSW 2009
IG500	IG5001GR80292	95 Kennedy Drive, Cambridge TAS 7170
IG500	IG5001GR80294	95 Kennedy Drive, Cambridge TAS 7170
IG500	IG5001GR80298	95 Kennedy Drive, Cambridge TAS 7170
IG500	IG5001GR80302	95 Kennedy Drive, Cambridge TAS 7170
IG500	IG5001GR80307	19 McDonald Road, Brooklyn VIC 3025
IG500	IG5001GR80322	19 McDonald Road, Brooklyn VIC 3025
IG500	IG5001GR80334	19 McDonald Road, Brooklyn VIC 3025
IG250	IG2501GR85935	19 McDonald Road, Brooklyn VIC 3025
IG250	IG2501GR86073	19 McDonald Road, Brooklyn VIC 3025
IG250	IG2501GR86222	19 McDonald Road, Brooklyn VIC 3025
IG250	IG2501GR86348	19 McDonald Road, Brooklyn VIC 3025
IG250	IG2501GR86474	19 McDonald Road, Brooklyn VIC 3025
IG250	IG2501GR86600	19 McDonald Road, Brooklyn VIC 3025
IG250	IG2501GR86726	19 McDonald Road, Brooklyn VIC 3025
IG250	IG2501GR86852	19 McDonald Road, Brooklyn VIC 3025
IG250	IG2501GR86978	19 McDonald Road, Brooklyn VIC 3025
IG250	IG2501GR87104	34 Lidco Street, Arndell Park, NSW 2009
IG250	IG2501GR87230	34 Lidco Street, Arndell Park, NSW 2009
IG250	IG2501GR87356	34 Lidco Street, Arndell Park, NSW 2009
IG250	IG2501GR87482	34 Lidco Street, Arndell Park, NSW 2009
IG250	IG2501GR87729	34 Lidco Street, Arndell Park, NSW 2009
IG250	IG2501GR87867	34 Lidco Street, Arndell Park, NSW 2009
IG250	IG2501GR88005	34 Lidco Street, Arndell Park, NSW 2009
IG250	IG2501GR88144	34 Lidco Street, Arndell Park, NSW 2009
IG250	IG2501GR88281	95 Kennedy Drive, Cambridge TAS 7170
IG250	IG2501GR88282	95 Kennedy Drive, Cambridge TAS 7170
IG250	IG2501GR88284	95 Kennedy Drive, Cambridge TAS 7170



Agreement To. \_\_\_\_\_

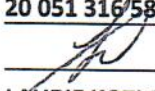
Agreement No. \_\_\_\_\_

IG250	IG2501GR88288	14 Monash Gate Jandakot WA 6163
IG250	IG2501GR88297	14 Monash Gate Jandakot WA 6163
IG250	IG2501GR88310	14 Monash Gate Jandakot WA 6163
IG250	IG2501GR88311	14 Monash Gate Jandakot WA 6163
IG250	IG2501GR88312	14 Monash Gate Jandakot WA 6163
IG250	IG2501GR88317	14 Monash Gate Jandakot WA 6163
IG250	IG2501GR88320	14 Monash Gate Jandakot WA 6163
IG250	IG2501GR88323	14 Monash Gate Jandakot WA 6163
IG250	IG2501GR88333	166 Boundary Rd Rocklea QLD 4106
IG250	IG2501GR88339	166 Boundary Rd Rocklea QLD 4106
IG150	IG2501GR00021	19 McDonald Road, Brooklyn VIC 3025
IG150	IG2501GR00029	19 McDonald Road, Brooklyn VIC 3025
IG150	IG2501GR00032	19 McDonald Road, Brooklyn VIC 3025
IG150	IG2501GR00041	19 McDonald Road, Brooklyn VIC 3025
IG150	IG2501GR00047	19 McDonald Road, Brooklyn VIC 3025
IG150	IG2501GR00076	19 McDonald Road, Brooklyn VIC 3025
IG150	IG2501GR00092	19 McDonald Road, Brooklyn VIC 3025
IG150	IG2501GR00099	19 McDonald Road, Brooklyn VIC 3025
IG150	IG2501GR00101	19 McDonald Road, Brooklyn VIC 3025
IG150	IG2501GR00121	19 McDonald Road, Brooklyn VIC 3025
IG150	IG2501GR00124	34 Lidco Street, Arndell Park, NSW 2009
IG150	IG2501GR00136	34 Lidco Street, Arndell Park, NSW 2009
IG150	IG2501GR00139	34 Lidco Street, Arndell Park, NSW 2009
IG150	IG2501GR00145	34 Lidco Street, Arndell Park, NSW 2009
IG150	IG2501GR00149	34 Lidco Street, Arndell Park, NSW 2009

### Customer's Signature

Signed for and on behalf of: Veolia Environmental Services (Australia) Pty Ltd

ABN: 20 051 316 584

Signature: 

Name of Signatory: LAURIE KOZLOVIC

Title of Signatory: COO Date: 23/7/20



### Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 78 607 484 364  
Address Level 4, 141 Walker Street North Sydney Postcode 2060

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

### TLA Schedule

TLA Schedule dated on 23rd July 2020 between Supplier and Customer.

### Date of Acceptance of Delivery

Date 23rd July 2020



### Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): <b>Laurie Kozlovic</b>
	Title: <b>COO</b>
In the presence of: Signature of witness: 	Name (print): <b>Bill Papas</b>
	Title: <b>MD</b>



# Master Technology Licence Agreement

## Annexure – Form of TLA Schedule

## Waste Management

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 00101W-02

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 2020 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an Irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont Sydney Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Laurie Kozlovic Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_  
Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date	<u>1st September, 2020</u>	Usage Charge (ex GST)	\$	<u>118,800</u>	<u>00</u>
Term	<u>60</u>	+ GST	\$	<u>11,880</u>	<u>00</u>
Billing Period	<input checked="" type="checkbox"/> Monthly	Total	\$	<u>130,680</u>	<u>00</u>

### Special Conditions (leave blank if not applicable)



**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory:

Name Laurie Kozlovic Title COO Signature   
Witness Signature  Print Name Basile Papadimitriou Date 18/08/20

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Bill Pappas BASILE PAPADIMITRIOU  
Signature  Date of Acceptance 18/8/20



### Equipment

Product Description	Serial No.	Location Address
OG100	OG100258192AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258195AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258196AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258198AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258200AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258202AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258207AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258210AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258211AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258212AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258232AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258233AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258237AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258239AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258241AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258244AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258245AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258248AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258249AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258250AZ	34 Lidco Street, Arndell Park, NSW 2148
OG100	OG100258260AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100258261AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100258263AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100258264AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100258265AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100258267AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100258270AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100258271AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100258275AZ	19 McDonald Road, Brooklyn VIC 3025
OG100	OG100258288AZ	19 McDonald Road, Brooklyn VIC 3025
ugis Congo 500	IG5001GR80305	34 Lidco St, Arndell Park NSW 2148
ugis Congo 500	IG5001GR80306	34 Lidco St, Arndell Park NSW 2148
ugis Congo 500	IG5001GR80307	34 Lidco St, Arndell Park NSW 2148
ugis Congo 500	IG5001GR80308	34 Lidco St, Arndell Park NSW 2148
ugis Congo 500	IG5001GR80309	34 Lidco St, Arndell Park NSW 2148
ugis Congo 500	IG5001GR80311	34 Lidco St, Arndell Park NSW 2148
ugis Congo 500	IG5001GR80317	34 Lidco St, Arndell Park NSW 2148
ugis Congo 500	IG5001GR80322	34 Lidco St, Arndell Park NSW 2148
ugis Congo 500	IG5001GR80320	14 Monash Gate, Jandakot WA 6163
ugis Congo 500	IG5001GR80321	14 Monash Gate, Jandakot WA 6163
ugis Congo 500	IG5001GR80329	14 Monash Gate, Jandakot WA 6163
ugis Congo 500	IG5001GR80330	14 Monash Gate, Jandakot WA 6163
ugis Congo 500	IG5001GR80331	14 Monash Gate, Jandakot WA 6163
ugis Congo 500	IG5001GR80332	14 Monash Gate, Jandakot WA 6163
ugis Congo 500	IG5001GR80344	95 Kennedy Drive, Cambridge TAS 7170
ugis Congo 500	IG5001GR80345	95 Kennedy Drive, Cambridge TAS 7170
ugis Congo 500	IG5001GR80346	95 Kennedy Drive, Cambridge TAS 7170
ugis Congo 500	IG5001GR80347	95 Kennedy Drive, Cambridge TAS 7170

Equipment		
ugis Congo 500	IG5001GR80348	95 Kennedy Drive, Cambridge TAS 7170
ugis Congo 500	IG5001GR80350	166 Boundary Road, Rockleah QLD 4106
ugis Congo 500	IG5001GR80351	166 Boundary Road, Rockleah QLD 4106
ugis Congo 500	IG5001GR80353	166 Boundary Road, Rockleah QLD 4106
ugis Congo 500	IG5001GR80354	166 Boundary Road, Rockleah QLD 4106
ugis Congo 500	IG5001GR80355	166 Boundary Road, Rockleah QLD 4106
ugis Congo 500	IG5001GR80360	166 Boundary Road, Rockleah QLD 4106
ugis Congo 500	IG5001GR80361	166 Boundary Road, Rockleah QLD 4106
ugis Congo 500	IG5001GR80362	166 Boundary Road, Rockleah QLD 4106
ugis Congo 500	IG5001GR80364	166 Boundary Road, Rockleah QLD 4106
ugis Congo 500	IG5001GR80365	166 Boundary Road, Rockleah QLD 4106
ugis Congo 500	IG5001GR80377	166 Boundary Road, Rockleah QLD 4106

### Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
 Trading Name \_\_\_\_\_ ABN 78 607 484 364  
 Address Level 4, 141 Walker Street North Sydney Postcode 2060

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
 Trading Name \_\_\_\_\_ ABN 20 051 316 584  
 Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

### TLA Schedule

TLA Schedule dated on Tuesday 18th August 2020 between Supplier and Customer.

### Date of Acceptance of Delivery

Date Tuesday 18th August 2020



### Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): <b>Laurie Kozlovic</b>
	Title: <b>COO</b>
In the presence of: Signature of witness: 	Name (print): <b>Basile Papadimitriou</b>
	Title: <b>MD</b>



# Master Technology Licence Agreement Waste Management

## Annexure - Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 00101W-03

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_  
Address Level 4, Pirrama Road, Pyrmont Sydney ABN 20 051 316 584  
Postal Address \_\_\_\_\_ Postcode 2009  
Contact Name Laurie Kozlovic Postcode \_\_\_\_\_  
Contact Email \_\_\_\_\_ Telephone \_\_\_\_\_  
Billing Email \_\_\_\_\_

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date	<u>1st October 2020</u>	Usage Charge (ex GST)	\$	<u>58,800</u>	<u>.00</u>
Term	<u>60</u>	+ GST	\$	<u>5,880</u>	<u>.00</u>
Billing Period	<input checked="" type="checkbox"/> Monthly	Total	\$	<u>64,680</u>	<u>.00</u>

### Special Conditions (leave blank if not applicable)

**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory:

Name Laurie Kozlovic Title COO Signature \_\_\_\_\_  
Witness Signature [Signature] Print Name Basile Papadimitriou Date 23/09/2020

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Basile Papadimitriou

Signature [Signature] Date of Acceptance 23/09/2020







## Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
Trading Name \_\_\_\_\_  
Address Level 4, 141 Walker Street North Sydney ABN 78 607 484 364  
Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_  
Address Level 4, Pirrama Road, Pyrmont SYDNEY ABN 20 051 316 584  
Postcode 2009

## TLA Schedule

TLA Schedule dated on 23rd September 2020 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 23rd September 2020



## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): Laurie Kozlovic
	Title: COO
In the presence of: Signature of witness: 	Name (print): Basile Papadimitriou
	Title: MD



# Master Technology Licence Agreement Waste Management

## Annexure – Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 00101W-04

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont Sydney Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Preet Brar Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date <u>9th November 2020</u>	Usage Charge (ex GST) \$	<u>157,500 . 00</u>
Term <u>60</u>	+ GST \$	<u>15,750 . 00</u>
Billing Period <input checked="" type="checkbox"/> Monthly	Total \$	<u>173,250 . 00</u>

### Special Conditions (leave blank if not applicable)

**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory:

Name Gurpreet Brar Title CFO Signature [Signature]  
Witness Signature [Signature] Print Name Basile Papadimitriou Date 6/11/20

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Basile Papadimitriou  
Signature [Signature] Date of Acceptance 6/11/20



Master Technology License Agreement

Version 1.0

Agreement - Form of TLA

This Agreement is made between the Licensor and the Licensee...

1.1 The Licensee shall be bound by the Licensee's Terms and Conditions...

1.2 The Licensee shall be bound by the Licensee's Terms and Conditions...

Contract Number	0000000000
Contract Date	00/00/00
Contract Value	0000000000

1.3 The Licensee shall be bound by the Licensee's Terms and Conditions...

1.4 The Licensee shall be bound by the Licensee's Terms and Conditions...

1.5 The Licensee shall be bound by the Licensee's Terms and Conditions...

1.6 The Licensee shall be bound by the Licensee's Terms and Conditions...

Product Description	Serial No.	Location Address
lugis Amazon 1000	IG1001GR00077	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00078	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00079	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00080	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00081	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00082	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00083	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00084	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00085	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00086	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00087	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00088	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00090	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00099	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00103	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00109	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00130	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00132	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00136	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00153	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00157	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00162	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00167	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00171	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00172	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00182	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00183	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00184	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00185	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00186	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00187	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00198	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00119	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00120	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00121	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00122	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00123	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00124	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00125	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00126	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR90087	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR90088	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR90089	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR90090	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR90092	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90093	34 Lidco St, Arndell Park NSW 2148





Product Description	Serial No.	Location Address
lugis Congo 500	IG5001GR90095	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90096	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90097	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90098	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90100	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90102	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90107	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90111	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90112	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90118	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR90119	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR90123	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR90126	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR90129	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR90131	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90132	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90133	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90135	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90136	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90140	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90141	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90144	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90147	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90148	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90152	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90155	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90159	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90160	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90162	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90165	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90166	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90168	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90170	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90174	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90175	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23116	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23117	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23118	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23119	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23120	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23121	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23122	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23123	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR23124	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR23125	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR23126	34 Lidco St, Arndell Park NSW 2148



Attachment ID	Description	Weight (kg)
1000000001	Attachment 1	1000
1000000002	Attachment 2	1000
1000000003	Attachment 3	1000
1000000004	Attachment 4	1000
1000000005	Attachment 5	1000
1000000006	Attachment 6	1000
1000000007	Attachment 7	1000
1000000008	Attachment 8	1000
1000000009	Attachment 9	1000
1000000010	Attachment 10	1000
1000000011	Attachment 11	1000
1000000012	Attachment 12	1000
1000000013	Attachment 13	1000
1000000014	Attachment 14	1000
1000000015	Attachment 15	1000
1000000016	Attachment 16	1000
1000000017	Attachment 17	1000
1000000018	Attachment 18	1000
1000000019	Attachment 19	1000
1000000020	Attachment 20	1000
1000000021	Attachment 21	1000
1000000022	Attachment 22	1000
1000000023	Attachment 23	1000
1000000024	Attachment 24	1000
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1000000094	Attachment 94	1000
1000000095	Attachment 95	1000
1000000096	Attachment 96	1000
1000000097	Attachment 97	1000
1000000098	Attachment 98	1000
1000000099	Attachment 99	1000
1000000100	Attachment 100	1000



Product Description	Serial No.	Location Address
lugis Tongass 250	IG2501GR23127	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR23128	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR23145	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR23146	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR23151	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR23152	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR23153	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR23154	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR23155	34 Lidco St, Arndell Park NSW 2148





Equipment ID	Equipment Name	Manufacturer	Year	Location
1001	Agis 1000	Agis	2015	Lab 1
1002	Agis 1000	Agis	2015	Lab 2
1003	Agis 1000	Agis	2015	Lab 3
1004	Agis 1000	Agis	2015	Lab 4
1005	Agis 1000	Agis	2015	Lab 5
1006	Agis 1000	Agis	2015	Lab 6
1007	Agis 1000	Agis	2015	Lab 7
1008	Agis 1000	Agis	2015	Lab 8
1009	Agis 1000	Agis	2015	Lab 9
1010	Agis 1000	Agis	2015	Lab 10



## Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 78 607 484 364  
Address Level 4, 141 Walker Street North Sydney Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

## TLA Schedule

TLA Schedule dated on 6th November 2020 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 6th November 2020



## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): <b>Gurpreet Brar</b>
	Title: <b>CFO</b>
In the presence of: Signature of witness: 	Name (print): <b>Basile Papadimitriou</b>
	Title: <b>MD</b>



Certificate of Acceptance of Delivery

Customer Name: [Name] Address: [Address] City: [City] State: [State] Zip: [Zip]

Customer Details

Customer Name: [Name] Address: [Address] City: [City] State: [State] Zip: [Zip]

Customer Details

Customer Name: [Name] Address: [Address] City: [City] State: [State] Zip: [Zip]

ITL Schedule

ITL Schedule: [Schedule]

Date of Acceptance of Delivery

Date: [Date]

Product

Product Description: [Description]

Quantity: [Quantity]

On the undersigned's behalf, the Customer hereby certifies that the above described goods and services have been received and accepted by the Customer on a date and at a location as stated above and that the condition of the goods and services is as described above.

Signature	[Signature]
Name	[Name]
Title	[Title]
Company	[Company]
Address	[Address]
City	[City]
State	[State]
Zip	[Zip]

# Master Technology Licence Agreement Waste Management

## Annexure – Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 00101W-05

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont Sydney Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Preet Brar Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date <u>1st January 2021</u>	Usage Charge (ex GST) \$	<u>168,000</u>	<u>00</u>
Term <u>60</u>	+ GST \$	<u>16,800</u>	<u>00</u>
Billing Period <input checked="" type="checkbox"/> Monthly	Total \$	<u>184,800</u>	<u>00</u>

### Special Conditions (leave blank if not applicable)

**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory:

Name Gurpreet Brar Title CFO Signature [Signature]  
Witness Signature [Signature] Print Name Basile Papadimitriou Date 17/12/20

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Basile Papadimitriou

Signature [Signature] Date of Acceptance 17/12/20



Product Description	Serial No.	Location Address
lugis Amazon 1000	IG1001GR00210	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00211	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00212	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00213	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00214	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00215	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00216	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00217	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00218	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00219	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00220	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00221	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00222	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00223	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00224	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00225	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00226	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00227	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00228	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00229	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00230	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00231	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00232	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00233	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00234	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00235	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00236	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00237	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00238	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00239	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR90176	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90177	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90178	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90179	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90180	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90181	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90182	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90183	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90184	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90185	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90187	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90188	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90189	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90190	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90192	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90193	34 Lidco St, Arndell Park NSW 2148

Product Description	Serial No.	Location Address
lugis Congo 500	IG5001GR90194	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90195	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90196	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90197	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90198	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90199	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90200	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90201	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR90202	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR90207	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR90208	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR90209	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR90210	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR90211	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90213	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90214	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90215	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90216	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90217	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90218	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90219	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90220	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90221	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90222	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90223	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90225	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90226	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90227	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90228	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR90229	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR90230	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR90231	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR90232	19 McDonald Road, Brooklyn VIC 3025
lugis Tongass 250	IG2501GR23160	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23161	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23162	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23163	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23164	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23165	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23166	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23167	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23168	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23169	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23170	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR23171	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR23172	34 Lidco St, Arndell Park NSW 2148

Product Description	Serial No.	Location Address
lugis Tongass 250	IG2501GR23174	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR23178	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23179	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23180	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23181	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23182	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23183	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23184	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23185	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23186	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23187	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23189	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23190	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23191	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23192	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23193	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23194	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23195	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR23196	166 Boundary Road, Rockleah QLD 4106



# Certificate of Acceptance of Delivery

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060.

## Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
Trading Name \_\_\_\_\_  
Address Level 4, 141 Walker Street North Sydney ABN 78 607 484 364  
Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_  
Address Level 4, Pirrama Road, Pyrmont SYDNEY ABN 20 051 316 584  
Postcode 2009

## TLA Schedule

TLA Schedule dated on 17th December 2020 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 17th December 2020



## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): <b>Gurpreet Brar</b>
	Title: <b>CFO</b>
In the presence of: Signature of witness: 	Name (print): <b>Basile Papadimitriou</b>
	Title: <b>MD</b>





# Master Technology Licence Agreement Waste Management

## Annexure – Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 00101W-06

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont Sydney Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Preet Brar Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date <u>1st February 2021</u>	Usage Charge (ex GST) \$ <u>120,000 . 00</u>
Term <u>60</u>	+ GST \$ <u>12,000 . 00</u>
Billing Period <input checked="" type="checkbox"/> Monthly	Total \$ <u>132,000 . 00</u>

### Special Conditions (leave blank if not applicable)

**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory:

Name Gurpreet Brar Title CFO Signature [Signature]  
Witness Signature [Signature] Print Name Basile Papadimitriou Date 25/01/21

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Basile Papadimitriou  
Signature [Signature] Date of Acceptance 25/01/21



Customer Name: [Redacted] TLA Schedule No: [Redacted]

For further information, please refer to the TLA Schedule. The Customer is hereby notified that the TLA Schedule is a legal document and that the Customer is advised to read it carefully before signing it. The Customer is advised that the TLA Schedule is a legal document and that the Customer is advised to read it carefully before signing it.

Customer Name: [Redacted]  
Billing Name: [Redacted]  
Address: [Redacted]  
City: [Redacted]  
State: [Redacted]  
Zip: [Redacted]  
Country: [Redacted]  
Phone: [Redacted]  
Fax: [Redacted]  
E-mail: [Redacted]  
Website: [Redacted]

Comments, Terms and Conditions: [Redacted]

Special Conditions: [Redacted]

Customer's Signature: [Redacted]

Accepted: [Redacted]

Product Description	Serial No.	Location Address
lugis Amazon 1000	IG1001GR00340	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00341	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00342	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00343	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00344	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00347	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00349	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00350	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00351	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00352	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00353	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00354	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00355	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00357	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00358	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00359	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00360	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00362	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00363	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00364	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91100	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91101	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91102	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91103	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91104	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91105	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91106	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91107	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91108	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91109	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91110	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91111	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91114	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91115	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91116	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91117	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91118	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91119	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91121	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91127	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91128	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91130	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91131	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91132	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91134	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91135	34 Lidco St, Arndell Park NSW 2148



Ugic ID	Ugic Name	Ugic Type
UG001	Ugic 001	Ugic Type 001
UG002	Ugic 002	Ugic Type 001
UG003	Ugic 003	Ugic Type 001
UG004	Ugic 004	Ugic Type 001
UG005	Ugic 005	Ugic Type 001
UG006	Ugic 006	Ugic Type 001
UG007	Ugic 007	Ugic Type 001
UG008	Ugic 008	Ugic Type 001
UG009	Ugic 009	Ugic Type 001
UG010	Ugic 010	Ugic Type 001
UG011	Ugic 011	Ugic Type 001
UG012	Ugic 012	Ugic Type 001
UG013	Ugic 013	Ugic Type 001
UG014	Ugic 014	Ugic Type 001
UG015	Ugic 015	Ugic Type 001
UG016	Ugic 016	Ugic Type 001
UG017	Ugic 017	Ugic Type 001
UG018	Ugic 018	Ugic Type 001
UG019	Ugic 019	Ugic Type 001
UG020	Ugic 020	Ugic Type 001
UG021	Ugic 021	Ugic Type 001
UG022	Ugic 022	Ugic Type 001
UG023	Ugic 023	Ugic Type 001
UG024	Ugic 024	Ugic Type 001
UG025	Ugic 025	Ugic Type 001
UG026	Ugic 026	Ugic Type 001
UG027	Ugic 027	Ugic Type 001
UG028	Ugic 028	Ugic Type 001
UG029	Ugic 029	Ugic Type 001
UG030	Ugic 030	Ugic Type 001
UG031	Ugic 031	Ugic Type 001
UG032	Ugic 032	Ugic Type 001
UG033	Ugic 033	Ugic Type 001
UG034	Ugic 034	Ugic Type 001
UG035	Ugic 035	Ugic Type 001
UG036	Ugic 036	Ugic Type 001
UG037	Ugic 037	Ugic Type 001
UG038	Ugic 038	Ugic Type 001
UG039	Ugic 039	Ugic Type 001
UG040	Ugic 040	Ugic Type 001
UG041	Ugic 041	Ugic Type 001
UG042	Ugic 042	Ugic Type 001
UG043	Ugic 043	Ugic Type 001
UG044	Ugic 044	Ugic Type 001
UG045	Ugic 045	Ugic Type 001
UG046	Ugic 046	Ugic Type 001
UG047	Ugic 047	Ugic Type 001
UG048	Ugic 048	Ugic Type 001
UG049	Ugic 049	Ugic Type 001
UG050	Ugic 050	Ugic Type 001
UG051	Ugic 051	Ugic Type 001
UG052	Ugic 052	Ugic Type 001
UG053	Ugic 053	Ugic Type 001
UG054	Ugic 054	Ugic Type 001
UG055	Ugic 055	Ugic Type 001
UG056	Ugic 056	Ugic Type 001
UG057	Ugic 057	Ugic Type 001
UG058	Ugic 058	Ugic Type 001
UG059	Ugic 059	Ugic Type 001
UG060	Ugic 060	Ugic Type 001
UG061	Ugic 061	Ugic Type 001
UG062	Ugic 062	Ugic Type 001
UG063	Ugic 063	Ugic Type 001
UG064	Ugic 064	Ugic Type 001
UG065	Ugic 065	Ugic Type 001
UG066	Ugic 066	Ugic Type 001
UG067	Ugic 067	Ugic Type 001
UG068	Ugic 068	Ugic Type 001
UG069	Ugic 069	Ugic Type 001
UG070	Ugic 070	Ugic Type 001
UG071	Ugic 071	Ugic Type 001
UG072	Ugic 072	Ugic Type 001
UG073	Ugic 073	Ugic Type 001
UG074	Ugic 074	Ugic Type 001
UG075	Ugic 075	Ugic Type 001
UG076	Ugic 076	Ugic Type 001
UG077	Ugic 077	Ugic Type 001
UG078	Ugic 078	Ugic Type 001
UG079	Ugic 079	Ugic Type 001
UG080	Ugic 080	Ugic Type 001
UG081	Ugic 081	Ugic Type 001
UG082	Ugic 082	Ugic Type 001
UG083	Ugic 083	Ugic Type 001
UG084	Ugic 084	Ugic Type 001
UG085	Ugic 085	Ugic Type 001
UG086	Ugic 086	Ugic Type 001
UG087	Ugic 087	Ugic Type 001
UG088	Ugic 088	Ugic Type 001
UG089	Ugic 089	Ugic Type 001
UG090	Ugic 090	Ugic Type 001
UG091	Ugic 091	Ugic Type 001
UG092	Ugic 092	Ugic Type 001
UG093	Ugic 093	Ugic Type 001
UG094	Ugic 094	Ugic Type 001
UG095	Ugic 095	Ugic Type 001
UG096	Ugic 096	Ugic Type 001
UG097	Ugic 097	Ugic Type 001
UG098	Ugic 098	Ugic Type 001
UG099	Ugic 099	Ugic Type 001
UG100	Ugic 100	Ugic Type 001



Product Description	Serial No.	Location Address
lugis Congo 500	IG5001GR91136	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91137	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91138	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91139	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91142	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91143	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91144	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91146	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR91147	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24215	19 McDonald Road, Brooklyn VIC 3025
lugis Tongass 250	IG2501GR24216	19 McDonald Road, Brooklyn VIC 3025
lugis Tongass 250	IG2501GR24217	19 McDonald Road, Brooklyn VIC 3025
lugis Tongass 250	IG2501GR24218	19 McDonald Road, Brooklyn VIC 3025
lugis Tongass 250	IG2501GR24219	19 McDonald Road, Brooklyn VIC 3025
lugis Tongass 250	IG2501GR24220	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24221	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24222	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24223	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24226	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24227	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24228	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24229	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24230	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24231	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24232	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24234	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24236	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24237	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR24238	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR24239	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR24240	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR24241	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR24242	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR24243	166 Boundary Road, Rockleah QLD 4106
lugis Sagano 150	IG1501GR00652	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR00653	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR00654	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR00655	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR00656	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR00657	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR00658	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR00659	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR00660	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR00661	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR00662	34 Lidco St, Arndell Park NSW 2148



Item No.	Description	Quantity	Unit Price	Total Price
101	100' 100Watt Flood Light	1	100	100
102	100' 100Watt Flood Light	1	100	100
103	100' 100Watt Flood Light	1	100	100
104	100' 100Watt Flood Light	1	100	100
105	100' 100Watt Flood Light	1	100	100
106	100' 100Watt Flood Light	1	100	100
107	100' 100Watt Flood Light	1	100	100
108	100' 100Watt Flood Light	1	100	100
109	100' 100Watt Flood Light	1	100	100
110	100' 100Watt Flood Light	1	100	100
111	100' 100Watt Flood Light	1	100	100
112	100' 100Watt Flood Light	1	100	100
113	100' 100Watt Flood Light	1	100	100
114	100' 100Watt Flood Light	1	100	100
115	100' 100Watt Flood Light	1	100	100
116	100' 100Watt Flood Light	1	100	100
117	100' 100Watt Flood Light	1	100	100
118	100' 100Watt Flood Light	1	100	100
119	100' 100Watt Flood Light	1	100	100
120	100' 100Watt Flood Light	1	100	100
121	100' 100Watt Flood Light	1	100	100
122	100' 100Watt Flood Light	1	100	100
123	100' 100Watt Flood Light	1	100	100
124	100' 100Watt Flood Light	1	100	100
125	100' 100Watt Flood Light	1	100	100
126	100' 100Watt Flood Light	1	100	100
127	100' 100Watt Flood Light	1	100	100
128	100' 100Watt Flood Light	1	100	100
129	100' 100Watt Flood Light	1	100	100
130	100' 100Watt Flood Light	1	100	100
131	100' 100Watt Flood Light	1	100	100
132	100' 100Watt Flood Light	1	100	100
133	100' 100Watt Flood Light	1	100	100
134	100' 100Watt Flood Light	1	100	100
135	100' 100Watt Flood Light	1	100	100
136	100' 100Watt Flood Light	1	100	100
137	100' 100Watt Flood Light	1	100	100
138	100' 100Watt Flood Light	1	100	100
139	100' 100Watt Flood Light	1	100	100
140	100' 100Watt Flood Light	1	100	100
141	100' 100Watt Flood Light	1	100	100
142	100' 100Watt Flood Light	1	100	100
143	100' 100Watt Flood Light	1	100	100
144	100' 100Watt Flood Light	1	100	100
145	100' 100Watt Flood Light	1	100	100
146	100' 100Watt Flood Light	1	100	100
147	100' 100Watt Flood Light	1	100	100
148	100' 100Watt Flood Light	1	100	100
149	100' 100Watt Flood Light	1	100	100
150	100' 100Watt Flood Light	1	100	100



Product Description	Serial No.	Location Address
Iugis Sagano 150	IG1501GR00663	34 Lidco St, Arndell Park NSW 2148
Iugis Sagano 150	IG1501GR00664	34 Lidco St, Arndell Park NSW 2148
Iugis Sagano 150	IG1501GR00665	34 Lidco St, Arndell Park NSW 2148
Iugis Sagano 150	IG1501GR00666	34 Lidco St, Arndell Park NSW 2148



Description	Part Number	Quantity
34 Liter 20 Ampere Tank NEW 21.4	K15013R0000	1
34 Liter 40 Ampere Tank NEW 21.4	K15013R0000	1
34 Liter 60 Ampere Tank NEW 21.4	K15013R0000	1
34 Liter 80 Ampere Tank NEW 21.4	K15013R0000	1



## Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 78 607 484 364  
Address Level 4, 141 Walker Street North Sydney Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

## TLA Schedule

TLA Schedule dated on 25th January 2021 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 25th January 2021



## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): <b>Gurpreet Brar</b>
	Title: <b>CFO</b>
In the presence of: Signature of witness: 	Name (print): <b>Basile Papadimitriou</b>
	Title: <b>MD</b>



Certificate of Acceptance of Delivery

This document is valid only if signed by the carrier and the customer.

Supplier Details

Customer Name: [Name]
Address: [Address]
Phone: [Phone]

Customer Details

Customer Name: [Name]
Address: [Address]
Phone: [Phone]

TRA Details

TRA Reference: [Reference]
Date of Acceptance of Delivery: [Date]

Date of Acceptance of Delivery: [Date]

Product

As detailed in the Customer Invoice of the TRA Reference:

Product Management: [ ]
Status: [ ]

On the date of signing this Certificate, the Carrier has fully delivered the goods to the Customer and the Customer has accepted the goods and the quantity thereof. The Carrier is not responsible for the goods after the date of signing this Certificate.

Table with columns for Date, Signature, and Name. Includes handwritten signatures and dates.

# Master Technology Licence Agreement Waste Management

## Annexure – Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 00101W-07

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont Sydney Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Preet Brar Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date <u>1st March 2021</u>	Usage Charge (ex GST) \$	<u>190,500 . 00</u>
Term <u>60</u>	+ GST \$	<u>19,050 . 00</u>
Billing Period <input checked="" type="checkbox"/> Monthly	Total \$	<u>209,550 . 00</u>

### Special Conditions (leave blank if not applicable)

**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory:

Name Gurpreet Brar Title CFO Signature [Signature]  
Witness Signature [Signature] Print Name Basile Papadimitriou Date 01/03/21

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Basile Papadimitriou  
Signature [Signature] Date of Acceptance 01/03/21





Product Description	Serial No.	Location Address
lugis Amazon 1000	IG1001GR00631	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00632	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00633	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00634	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00635	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR00636	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00637	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00638	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00640	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00641	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00642	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00643	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00644	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00645	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00646	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00647	34 Lidco St, Arndell Park NSW 2148
lugis Amazon 1000	IG1001GR00649	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93213	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR93214	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR93215	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR93216	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93217	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93218	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93219	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93221	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93222	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93223	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93224	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93227	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93228	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93229	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93230	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93231	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93232	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93233	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93234	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93236	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93237	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93238	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93239	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93241	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93242	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93243	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93244	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93250	34 Lidco St, Arndell Park NSW 2148
lugis Congo 500	IG5001GR93251	19 McDonald Road, Brooklyn VIC 3025





Product Description	Serial No.	Location Address
Iugis Congo 500	IG5001GR93252	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93253	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93254	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93255	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93256	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93257	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93258	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93260	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93261	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93262	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93263	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93264	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93265	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93266	19 McDonald Road, Brooklyn VIC 3025
Iugis Congo 500	IG5001GR93267	14 Monash Gate, Jandakot WA 6163
Iugis Congo 500	IG5001GR93268	14 Monash Gate, Jandakot WA 6163
Iugis Congo 500	IG5001GR93269	14 Monash Gate, Jandakot WA 6163
Iugis Congo 500	IG5001GR93270	14 Monash Gate, Jandakot WA 6163
Iugis Congo 500	IG5001GR93271	14 Monash Gate, Jandakot WA 6163
Iugis Congo 500	IG5001GR93272	14 Monash Gate, Jandakot WA 6163
Iugis Congo 500	IG5001GR93273	14 Monash Gate, Jandakot WA 6163
Iugis Congo 500	IG5001GR93279	14 Monash Gate, Jandakot WA 6163
Iugis Congo 500	IG5001GR93280	14 Monash Gate, Jandakot WA 6163
Iugis Tongass 250	IG2501GR27290	166 Boundary Road, Rockleah QLD 4106
Iugis Tongass 250	IG2501GR27291	166 Boundary Road, Rockleah QLD 4106
Iugis Tongass 250	IG2501GR27292	166 Boundary Road, Rockleah QLD 4106
Iugis Tongass 250	IG2501GR27293	166 Boundary Road, Rockleah QLD 4106
Iugis Tongass 250	IG2501GR27294	166 Boundary Road, Rockleah QLD 4106
Iugis Tongass 250	IG2501GR27295	166 Boundary Road, Rockleah QLD 4106
Iugis Tongass 250	IG2501GR27296	166 Boundary Road, Rockleah QLD 4106
Iugis Tongass 250	IG2501GR27297	166 Boundary Road, Rockleah QLD 4106
Iugis Tongass 250	IG2501GR27298	166 Boundary Road, Rockleah QLD 4106
Iugis Tongass 250	IG2501GR27299	166 Boundary Road, Rockleah QLD 4106
Iugis Tongass 250	IG2501GR27300	166 Boundary Road, Rockleah QLD 4106
Iugis Tongass 250	IG2501GR27301	19 McDonald Road, Brooklyn VIC 3025
Iugis Tongass 250	IG2501GR27302	19 McDonald Road, Brooklyn VIC 3025
Iugis Tongass 250	IG2501GR27303	19 McDonald Road, Brooklyn VIC 3025
Iugis Tongass 250	IG2501GR27304	19 McDonald Road, Brooklyn VIC 3025
Iugis Tongass 250	IG2501GR27305	19 McDonald Road, Brooklyn VIC 3025
Iugis Tongass 250	IG2501GR27306	19 McDonald Road, Brooklyn VIC 3025
Iugis Tongass 250	IG2501GR27307	19 McDonald Road, Brooklyn VIC 3025
Iugis Tongass 250	IG2501GR27308	19 McDonald Road, Brooklyn VIC 3025
Iugis Tongass 250	IG2501GR27309	19 McDonald Road, Brooklyn VIC 3025
Iugis Tongass 250	IG2501GR27310	19 McDonald Road, Brooklyn VIC 3025
Iugis Tongass 250	IG2501GR27311	19 McDonald Road, Brooklyn VIC 3025
Iugis Tongass 250	IG2501GR27312	19 McDonald Road, Brooklyn VIC 3025







Product Description	Serial No.	Location Address
lugis Tongass 250	IG2501GR27313	19 McDonald Road, Brooklyn VIC 3025
lugis Tongass 250	IG2501GR27314	19 McDonald Road, Brooklyn VIC 3025
lugis Tongass 250	IG2501GR27315	19 McDonald Road, Brooklyn VIC 3025
lugis Tongass 250	IG2501GR27316	19 McDonald Road, Brooklyn VIC 3025
lugis Tongass 250	IG2501GR27317	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27318	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27319	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27320	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27321	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27322	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27323	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27324	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27325	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27326	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27327	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27328	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27329	34 Lidco St, Arndell Park NSW 2148
lugis Tongass 250	IG2501GR27330	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01289	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01290	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01291	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01294	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01295	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01296	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01297	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01300	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01301	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01303	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01304	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01305	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01306	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01308	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01309	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01310	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01311	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01314	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01315	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01316	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01317	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01319	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01320	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01324	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01325	19 McDonald Road, Brooklyn VIC 3025





## Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 78 607 484 364  
Address Level 4, 141 Walker Street North Sydney Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

## TLA Schedule

TLA Schedule dated on 1st March 2021 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 1st March 2021



## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): <b>Gurpreet Brar</b>
	Title: <b>CFO</b>
In the presence of: Signature of witness: 	Name (print): <b>Basile Papadimitriou</b>
	Title: <b>MD</b>





# Master Technology Licence Agreement Waste Management

## Annexure – Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 00101W-08

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont Sydney Postcode 2009  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name Preet Brar Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date <u>15th April 2021</u>	Usage Charge (ex GST) \$	<u>181,500 . 00</u>
Term <u>60</u>	+ GST \$	<u>18,150 . 00</u>
Billing Period <input checked="" type="checkbox"/> Monthly	Total \$	<u>199,650 . 00</u>

### Special Conditions (leave blank if not applicable)

**IMPORTANT NOTE:** If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory:

Name Gurpreet Brar Title CFO Signature [Signature]  
Witness Signature [Signature] Print Name Basile Papadimitriou Date 13/04/21

### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Basile Papadimitriou  
Signature [Signature] Date of Acceptance 13/04/21



Product Description	Serial No.	Location Address
lugis Amazon 1000	IG1001GR01096	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01097	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01098	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01099	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01100	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01101	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01102	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01103	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01104	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01105	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01106	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01107	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01108	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01109	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01110	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01111	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01112	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01113	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01114	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01115	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01125	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01126	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01127	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01128	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01129	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01130	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01131	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01132	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01133	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01134	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01135	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01136	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01137	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01138	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01139	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR93578	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93579	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93580	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93581	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93582	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93583	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93584	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93585	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93586	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93587	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93588	166 Boundary Road, Rockleah QLD 4106



Product Description	Serial No.	Location Address
lugis Congo 500	IG5001GR93589	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93590	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93591	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93592	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93593	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93594	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93595	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93596	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93597	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93598	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93599	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93600	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93601	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93602	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93603	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93604	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93605	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93606	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93607	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93608	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93609	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93610	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93611	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93612	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93613	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93614	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93615	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93616	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93617	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR93618	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR27566	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR27567	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR27569	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27570	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27571	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27572	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27573	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27574	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27577	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27578	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27580	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27581	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27582	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27583	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27584	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27585	95 Kennedy Drive, Cambridge TAS 7170



Product Description	Serial No.	Location Address
lugis Tongass 250	IG2501GR27586	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27587	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27588	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27590	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27591	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27592	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR27593	95 Kennedy Drive, Cambridge TAS 7170
lugis Sagano 150	IG1501GR01781	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01782	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01783	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01784	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01785	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01786	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01787	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01788	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01789	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01790	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01791	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01792	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01793	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01794	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01795	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01796	19 McDonald Road, Brooklyn VIC 3025
lugis Sagano 150	IG1501GR01801	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01802	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01803	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01804	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01805	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01806	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01808	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01809	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01810	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01811	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01812	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01813	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01814	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01815	34 Lidco St, Arndell Park NSW 2148
lugis Sagano 150	IG1501GR01316	34 Lidco St, Arndell Park NSW 2148





## Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 78 607 484 364  
Address Level 4, 141 Walker Street North Sydney Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
Trading Name \_\_\_\_\_ ABN 20 051 316 584  
Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

## TLA Schedule

TLA Schedule dated on 13th April 2021 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 13th April 2021


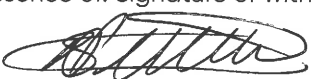
## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

1. All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature: 	Name (print): <b>Gurpreet Brar</b>
	Title: <b>CFO</b>
In the presence of: Signature of witness: 	Name (print): <b>Basile Papadimitriou</b>
	Title: <b>MD</b>



**From:** [Bill Papas \(Forum Group\)](#)  
**To:** [Alex Colbert](#)  
**Subject:** Veolia  
**Date:** Wednesday, 19 May 2021 9:14:00 AM  
**Attachments:** [scan.pdf](#)  
[image001.png](#)

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Veolia TLA schedule for this month

**Bill Papas. Chief Executive Officer**

t. +61 2 9002 4017 e. [bpapas@forumgroup.com.au](mailto:bpapas@forumgroup.com.au)  
Level 5, 141 Walker Street, North Sydney 2060 w. [www.forumgroup.com.au](http://www.forumgroup.com.au)



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**From:** SScans@forumgroup.com.au <SScans@forumgroup.com.au>  
**Sent:** Tuesday, May 18, 2021 8:17 PM  
**To:** Bill Papas (Forum Group) <BPapas@forumgroup.com.au>  
**Subject:** Scanned Document

# Master Technology Licence Agreement Waste Management

## Annexure – Form of TLA Schedule

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro").

TLA Schedule No. FEA-VEO 00101W-09

### Tax Invoice

This TLA Schedule is submitted by the Customer to Forum Enviro pursuant to the Master Technology Licence Agreement dated 23/7 20 20 between Forum Enviro and the Customer. Capitalised terms used in this TLA Schedule that are not defined herein, shall have the meaning given to them in the Master Technology Licence Agreement, unless the context otherwise requires.

The Customer's submission of this TLA Schedule represents an irrevocable Offer to rent the Equipment from Forum Enviro on the terms and conditions of the Master Technology Licence Agreement and this TLA Schedule. On the Acceptance Date of this TLA Schedule, Forum Enviro accepts the Customer's offer to rent the Equipment from Forum Enviro on those terms and conditions. Forum Enviro owns the Equipment and the Customer only has use of the Equipment during the Term.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
 Trading Name \_\_\_\_\_ ABN 20 051 316 584  
 Address Level 4, Pirrama Road, Pyrmont Sydney Postcode 2009  
 Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
 Contact Name Preet Brar Telephone \_\_\_\_\_  
 Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date <u>18th May 2021</u>	Usage Charge (ex GST) \$ <u>163,800 . 00</u>
Term <u>60</u>	+ GST \$ <u>16,380 . 00</u>
Billing Period <input checked="" type="checkbox"/> Monthly	Total \$ <u>180,180 . 00</u>

### Special Conditions (leave blank if not applicable)


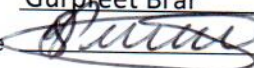
*IMPORTANT NOTE: If there is any inconsistency between the special conditions below and the Master Technology Licence Agreement, the special conditions below will prevail to the extent of the inconsistency (see clause 26.2(k) of the Master Technology Licence Agreement).*

Customer acknowledges and agrees that upon Forum Enviro accepting this TLA Schedule, this TLA Schedule and the Master Technology Licence Agreement constitute the entire agreement between us in relation to the Equipment described above, that no other representations have been relied upon by the Customer in entering into this TLA Schedule and that all information provided by the Customer under this TLA Schedule (including all client information) or in connection with it, is true and correct.

### EXECUTED as an agreement

#### Customer's Signature

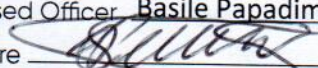
Executed for and on behalf of the Customer by its duly authorised signatory:

Name Gurpreet Brar Title CFO Signature   
 Witness Signature  Print Name Basile Papadimitriou Date 18/05/21

#### Acceptance

By accepting the Customer's offer as set out in this TLA Schedule, Forum Enviro agrees to be bound by the corresponding TLA.

Forum Enviro (Aust) Pty Ltd hereby enters into the TLA.

Authorised Officer Basile Papadimitriou  
 Signature  Date of Acceptance 18/05/21



Product Description	Serial No.	Location Address
lugis Amazon 1000	IG1001GR02228	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02229	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02230	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02231	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02232	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02233	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02234	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02235	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02236	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02237	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02238	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02239	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02240	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02241	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02242	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02243	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02244	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02245	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02246	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02247	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02248	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02249	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02250	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02251	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02252	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR02259	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR02260	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR02261	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR02262	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR02263	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR02267	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR02268	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR02269	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR02270	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR02271	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR02272	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR02273	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR02274	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR02275	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR02276	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95135	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR95136	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR95137	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR95138	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR95139	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR95140	166 Boundary Road, Rockleah QLD 4106



Product Description	Serial No.	Location Address
lugis Congo 500	IG5001GR95141	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR95142	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR95143	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR95155	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95156	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95157	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95158	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95159	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95160	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95161	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95162	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95163	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95164	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95165	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95166	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95167	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95172	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95173	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95174	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95175	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95176	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95177	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95178	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95179	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95180	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95181	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28354	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28355	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28356	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28357	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28358	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28359	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28360	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28361	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28362	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28363	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28364	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28365	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28366	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28367	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28368	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28369	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28370	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28371	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28372	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR28373	34 Lidco Street, Arndell Park, NSW 2148





## Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd  
 Trading Name \_\_\_\_\_ ABN 78 607 484 364  
 Address Level 4, 141 Walker Street North Sydney Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
 Trading Name \_\_\_\_\_ ABN 20 051 316 584  
 Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

## TLA Schedule

TLA Schedule dated on 18th May 2021 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 18th May 2021

## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management  Health

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

- All Products have been received and accepted by the Customer on the above date of Acceptance of Delivery and complies with its description in the Equipment Annexure of the TLA Schedule.

Signed by Customer	
Signature:	Name (print): <b>Gurpreet Brar</b>
	Title: <b>CFO</b>
In the presence of: Signature of witness:	Name (print): <b>Basile Papadimitriou</b>
	Title: <b>MD</b>



Forum Enviro (Aust) Pty Ltd (ABN 78 807 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro") enters into this Technology Licence Agreement with the Customer under which the Customer offers to rent Equipment and accept the Services from Forum Enviro on the terms and conditions of this Agreement.

### Customer Details

Agreement No. \_\_\_\_\_

Customer Name Veolia Environmental Services (Australia) Pty Ltd  
 Trading Name \_\_\_\_\_ ABN 20 051 316 584  
 Address Level 4, 65 Pirrama Road Pymont NSW Postcode 2009  
 Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_  
 Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_  
 Preferred Method of Contact  Mail  Email

Equipment Description REFER TO ANNEXURE

Location of Equipment REFER TO ANNEXURE

### Commencement, Term and Payments

Commencement Date	<u>05/07/18</u>	Usage Charge (ex GST)	\$	<u>127,200</u>	. 00
Term	<u>60</u>	+ GST	\$	<u>12,720</u>	. 00
Billing Period	<input checked="" type="checkbox"/> Monthly	Total	\$	<u>139,920</u>	. 00

By signing this Agreement, the Customer acknowledges, agrees and consent to the collection, use, holding and disclosure of information (including personal and credit information) by Forum Enviro (in its own right or as agent for a principal) as set out in the Privacy Disclosure Statement set out on page 2. The Customer acknowledges and agrees that it has had the opportunity and have read, understood and agree to all of the terms in the Terms and Conditions of this Agreement and further agree that this Schedule together with those Terms and Conditions constitute the entire agreement between us, that no other representations have been relied upon by the Customer in entering into this Agreement and that all information provided by the Customer either in this Agreement (including all Client Information) or in connection with it, is true and correct.

### Customer's Signature 1

Executed for and on behalf of the Customer by its duly authorised signatory:

Name PREET BRAR Title Chief Financial Officer Signature [Signature]  
 Witness Signature [Signature] Print Name BILL PAPAS Date 13/7/18

### Customer's Signature 2

Executed for and on behalf of the Customer by its duly authorised signatory:

Name JULIAN GAILLARD Title Company Secretary Signature [Signature]  
 Witness Signature [Signature] Print Name BILL PAPAS Date 13/7/18

### Acceptance

By accepting the Customer's offer as set out in the Schedule and the Terms and Conditions of this Agreement, Forum Enviro agrees to be bound by this Agreement.

FORUM ENVIRO hereby enters into this Agreement. \_\_\_\_\_  
 Authorised Officer BILL PAPAS  
 Signature [Signature] Date of Acceptance 26/7/18

### Business Purpose Declaration

To be signed by individuals (including sole traders, partners, employees and individual trustees) and by strata corporations only.  
 I/We declare that the Equipment to be hired by the Customer from Forum Enviro (Aust) Pty Ltd is to be hired wholly or predominantly for business purposes.

#### IMPORTANT

You should **only** sign this declaration if Equipment is hired wholly or predominantly for business purposes.  
 By signing this declaration you may **lose** your protection under the National Credit Code.

Signed by the Customer on: Date \_\_\_\_\_

Execution by Individual: Name \_\_\_\_\_ Signature \_\_\_\_\_



# Technology Licence Agreement

## Privacy Act

Our Privacy Policy and our Credit Reporting Policy is available on our website at [www.forumgroup.com.au](http://www.forumgroup.com.au) or we can provide written copies to you on request.

### Acknowledgement and Consent to the Disclosure of Information

By signing below, I acknowledge that you may collect, use, hold disclose and manage my personal information (including identifying information required to comply with anti-money laundering and counter terrorism financing laws) to:

- assess my consumer or commercial credit application, to assess a credit application by a company of which I am director or to assess my capacity to act as a guarantor;
- source any finances I may require; and
- as the law otherwise authorises or requires.

I acknowledge and agree that you may:

- disclose to and obtain from any prospective credit provider, information about me that is reasonably necessary to obtain any finance I require;
- disclose to and obtain from any third party information about me that is reasonably necessary to assist obtaining the finance required;
- provide my information including credit reports to one or more of the credit providers set out in the Schedule of Credit Providers disclosed on your website so that they can assess my application, the application of a company of which I am a director or my suitability to act as a guarantor;
- provide credit information about me to a guarantor or prospective guarantor;
- disclose my personal or credit information to the extent permitted by law to other organisations that provide us with services such as contractors, agents, printers, mail houses, lawyers, collection agencies, document custodians, securitisers and computer systems consultants or providers so that they can perform those services for us; and
- disclose my personal information to any other organisation that may wish to acquire or has acquired an interest in our business or any rights under your contract with us or the contract with us of a company of which you are a director.

I also agree and consent to:

- a Credit Reporting Body (CRB) disclosing consumer credit information to one or more of the credit providers set out on your website for the purpose of assessing my application for commercial credit, the application of a company of which I am a director, or my application to act as guarantor;
- if I have made an application to become a guarantor a credit provider using that information to assess my suitability to be a guarantor;
- a credit provider disclosing my credit information (including information obtained by it from a CRB) to a guarantor or prospective guarantor; and
- a credit provider disclosing to another credit provider, for a particular purpose information it holds about me.

Where the applicant is a company of which I am a director I consent to the use of my information in addition to the company's information, in each of the ways listed above.

### Authorisation

By signing this acknowledgement and consent I also authorise you to make a request on my behalf to obtain credit reporting information about my consumer and commercial credit worthiness from a CRB. That information will assist you in providing services to me. This authorisation ceases when we undertake a task on behalf of a credit provider.

### We may action on behalf of an undisclosed principal

By signing this acknowledgment and consent, I also acknowledge that you may collect, use, hold, disclose and manage information about me or do any of the things set out in this acknowledgment and consent in your own right or as agent for a principal (whether disclosed or not). The information in this acknowledgment and consent is given by us and any principal (whether disclosed or not).

### Other Services

I agree that you may provide me or provide to a company of which I am a Director offers or information of other goods or services you or any of your associated entities, may be able to provide to me or the company unless I have ticked the box below.

I do not consent to the use of my personal information for other services listed above.

I acknowledge that I can contact you and request access to my personal information (subject to any permitted exceptions) to verify that it is correct by contacting your Privacy Officer on 1300 086 786. In some cases an administration fee may be charged to cover the cost of retrieval.

### Name and signature giving their consent as applicant or guarantor

Name	_____	Name	_____
Signature	_____	Signature	_____
Drivers Licence	_____	Drivers Licence	_____
Date	_____	Date	_____

## Standard Terms and Conditions

- 1 OFFER AND ACCEPTANCE
  - 1.1 You have irrevocably offered to rent the Equipment from us by signing the Schedule.
  - 1.2 This Agreement only becomes binding on us when we accept that offer. Our acceptance of that offer will only occur if we notify you that we have signed this Agreement. That is the only way in which we may be deemed to have accepted your offer.
  - 1.3 Our acceptance of your offer may be subject to a guarantee given by someone nominated by You and acceptable to Us or other conditions of entry.
- 2 TERM AND COMMENCEMENT
  - 2.1 The Term of this Agreement begins on the first day of the calendar month immediately following the Commencement Date and continues until it is terminated in accordance with the provisions of this clause 2.
  - 2.2 If you wish this Agreement to terminate on the expiration of its Term you must provide at least 3 months (and no more than 6 months) prior written notice before the end of that Term, otherwise this Agreement will be automatically extended for an additional 6 calendar months (Extension Term).
  - 2.3 If this Agreement is extended under clause 2 you may terminate this Agreement from the expiration of the Extension Term by giving us at least 3 months prior written notice. If you do not give us this notice this Agreement will be extended for a further Extension Term and this provision will continue to apply to each successive Extension Term.
  - 2.4 We may terminate this Agreement at any time from the expiration of its original Term by giving you at least one (1) month's prior written notice.
  - 2.5 Any notice of termination given by the Customer will only take effect from the date on which the next Usage Charge is due after expiration of the required notice period and you will remain liable for payment of the Usage Charges until the termination notice takes effect and for any Usage Charges accrued in that period.
- 3 DELIVERY OF EQUIPMENT AND RISK
  - 3.1 Following acceptance of this Agreement we will deliver and install the Equipment.
  - 3.2 You agree that you have satisfied yourself as to the identity, condition, merchantable quality and fitness for your purpose of the Equipment.
  - 3.3 You agree that subject to clause 8 you are responsible for the care of the Equipment and that you are responsible to ensure that the Equipment is used only in accordance with the manufacturer's instructions and recommendations and any user or operating manuals, and that the Equipment is kept in good working order.
  - 3.4 You agree that risk in the Equipment passes to you on delivery.
- 4 OUR OWNERSHIP RIGHTS
  - 4.1 The Equipment is our property. You are a bailee of the Equipment only and have no right to purchase or acquire any interest in it. You agree that we are the owner of the Equipment.
  - 4.2 You agree that we may have entered into this Agreement in any capacity we chose including as the agent of an undisclosed principal and that we may charge or deal with our interests in this Agreement (including by transfer or assigning those interests to another person) in any way without notice to you and without your consent.
- 5 PAYMENT OF USAGE CHARGES AND OTHER AMOUNTS
  - 5.1 We will invoice the Usage Charges for each Billing Period in advance.
  - 5.2 From the Commencement Date you must pay us the Usage Charges for each Billing Period in advance by the last Business Day of the calendar month immediately preceding the start of each Billing Period until this Agreement is terminated.
  - 5.3 If the Commencement Date is not the first day of a month then you must pay us a charge for the number of calendar days from the Commencement Date to and including the last day of that calendar month being a proportion of the Usage Charges calculated on a pro rata basis. We will invoice any charge under this clause 5.3 in arrears and you must pay our invoice at the same time as the Usage Charges are due for the immediately following Billing Period.
  - 5.4 Your obligation to pay the Usage Charges and to pay any other money due under this Agreement is absolute and unconditional. Without limitation your payment obligations will continue notwithstanding any defect in, breakdown, accident, theft or damage to or non-performance of the Equipment. Your payment obligations are absolute and are not subject to reduction or set off for any reason.
  - 5.5 The Usage Charges must be paid by direct debit and all other amounts payable must be paid by either direct debit or electronic funds transfer in accordance with our payment procedures as notified to you from time to time, unless we agree otherwise in writing.
  - 5.6 A payment you make to us is not considered to have been made until we have received it in cleared funds.
  - 5.7 You must pay interest to us on any money payable under this Agreement but unpaid when due including on any damages payable in connection with it, at the Default Rate.
  - 5.8 You must pay or reimburse us for all duties, taxes (including goods and services tax) and other government charges which are payable by you or us in connection with the Equipment, its use, possession or operation or which are payable in connection with this Agreement.
  - 5.9 In this subclause GST, Input Tax Credit, Input Taxed and Taxable Supply has the same meanings as under a New Tax System (Goods and Services) Act 1999 (Cth). Unless an amount in this Agreement is expressed to be inclusive of GST, if we are, or become liable to pay GST in relation to a Taxable Supply made to you in connection with this Agreement, then in addition to any other amounts payable or consideration provided by you, you must at the same time pay to

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- 5.10 You agree that the Usage Charges will be reviewed annually and we may increase the Usage Charges by any increase in the cost to us of performing our obligations under this Agreement. An increase in the Usage Charges under this clause will take effect from the relevant anniversary of the Commencement Date or on such later date as we nominate provided we have given you at least thirty (30) days prior notice of the increase.
- 5.11 You must pay us all costs and expenses including legal costs which we incur in exercising any of our rights under this Agreement including any amount we pay to release a lien claimed by anyone over Equipment, or to remedy any breach of your obligations under this Agreement.
- 5.12 If you fail to pay any amount owing under this Agreement on time we may stop providing the Repair and Maintenance Service and/or the Consumables until all outstanding amounts have been paid in full.
- 5.13 Except where you are liable to pay a Recoverable Amount, upon any early termination of this Agreement you agree to pay in addition to any other money we require you to pay us under this agreement, as compensation for the loss of future rentals, a payout administration fee equivalent to the Usage Charges for three (3) months.
- 6 YOUR WARRANTIES AND ACKNOWLEDGEMENTS
  - 6.1 You acknowledge and agree that clauses 5, 6.2, 7, 8.1, 8.3, 8.5, 8.9, 8.15 to 8.21 inclusive, 9.4 and 9.9 are fundamental terms of this Agreement.
  - 6.2 You warrant to us that: (a) all information which you have given us is correct and not misleading; (b) in entering into this Agreement you have not relied upon any conduct of or statement made by us or anyone acting on our behalf concerning the effect on you of your entry into this Agreement, your financial affairs or taxation position, the classification of this transaction under the Australian Accounting Standards, the quality of the Equipment, its suitability for any purpose or its performance; (c) the Equipment will be used solely or mainly for the purpose of carrying on your business and not for any other purpose; (d) you have satisfied yourself that the Equipment complies with its description, is in good working order and condition, is of merchantable quality and suitable for your purposes and that you have relied on your own skill and judgement in choosing the Equipment; (e) you are authorised to enter into this Agreement and in doing so are not in breach of any authorisations or regulations affecting or controlling you or your business; (f) unless stated in the Customer Details you have not entered into this Agreement as the trustee of any trust and (g) you are not insolvent and will not become insolvent during the Term.
  - 6.3 You are not entitled to any compensation or remedy in connection with the performance or servicing of the Equipment, warranties or the use or other benefits which you may or may not obtain from the Equipment or any related services which are not expressly provided for in this Agreement.
  - 6.4 You acknowledge that the Usage Charges may include amounts for any commissions, fees or other remuneration that we have paid or will pay on account of this Agreement including any commission payable to any broker, agent, dealer or other person who introduces you to us or us to you.
  - 6.5 You acknowledge that the moneys payable under this Agreement may include a payout component from previous agreements.
- 7 INSURANCE
  - 7.1 You must at all times from the Commencement Date of this Agreement and during any time after the Commencement Date where the relevant Equipment has not been returned to us maintain public liability insurance for injury or damage caused by the use of the Equipment, property insurance against loss or damage to the Equipment for all risks at its Market Value (and we may notify you what this amount should be) and any other insurance policies which we reasonably require.
  - 7.2 Both the insurer and the terms of the Insurance must be approved by us in writing. You must note our interests on all policies as a co-insured and produce the policy documents, certificates of currency or proof of payment whenever we request you to do so.
  - 7.3 You must not: (a) do or fail to do anything which may result in any insurance claim being refused or not met in full; (b) vary any insurance in any material respect without our consent; or (c) enforce, conduct, settle or compromise any insurance claim without our consent.
  - 7.4 You must notify us of all circumstances which may entitle a claim to be made under any insurance.
  - 7.5 You must forward to us any proceeds or any payment of any entitlement sent to you under any insurance unless we agree otherwise. Any amount we receive under this clause may be applied by us towards the repair or replacement of the Equipment, or the reduction of your liability to us, at our discretion.
  - 7.6 Any money we receive under any insurance for loss or damage to the Equipment which is not applied toward the repair or replacement of the Equipment will be applied as follows: (a) first in reimbursing any costs incurred by us in obtaining or attempting to obtain any of this money; (b) second, in reduction of any amount payable by you under clauses 12, 13, or 14; (c) third, in refunding any amount you have paid to us under clauses 12, 13, or 14 and (d) the balance if any is for us to keep.
- 8 USE, MAINTENANCE AND REPAIR
  - 8.1 You must only use the Equipment for the purpose for which it was designed and in accordance with the manufacturer's instructions and any user or operator manuals including but not limited to instructions in connection with the maximum capacity of the Equipment.
  - 8.2 The Usage Charges include the provision of the Repair and Maintenance Service and the Consumables for the Equipment by us.

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- 8.3 You must otherwise maintain the Equipment in good working order and condition at all times and in accordance with the manufacturer's specifications and recommendations and this clause 8.
- 8.4 We will provide sufficient Consumables required for the continued operation of the Equipment.
- 8.5 You acknowledge that the Equipment requires the use of a Conducting Agent which must be replenished from time to time in accordance with the manufacturer's Instructions. We will replenish the Equipment with the Conducting Agent as required following receipt of your notification. You agree to notify us promptly upon the Equipment indicating that a Conducting Agent requires replenishing.
- 8.6 The Repair and Maintenance Service is available each Business Day between 8:30 am to 4:30pm and includes the provision of spare parts unless excluded by clause 8.14.
- 8.7 The Repair and Maintenance Service includes a monthly inspection check service by us to ascertain that the Equipment is operating within the manufacturer's specifications.
- 8.8 If we ascertain that the Equipment requires any repair or maintenance during a check service under clause 8.7 we will carry out such repair or maintenance at no cost subject to this clause 8.
- 8.9 You must advise us immediately by email or such other method that we may notify you from time to time if you are aware or ought reasonably to have been aware that the Equipment was not functioning to its specifications.
- 8.10 Provided you are not in breach of this clause 8 or this Agreement if the Equipment is not operating within the manufacturer's specifications we will rectify the Equipment within a reasonable time of receiving your notice under clause 8.9.
- 8.11 If the Equipment is not operable due to a fault in the Equipment for any period of more than 24 hours from receipt of a notice under clause 8.9 received on a Business Day or within 24 hours of the commencement of the next Business Day following such notice received on a non-Business Day then you agree that at our option we may either:
- (a) arrange for the removal and disposal of any excess waste which could not be processed by the Equipment whilst it was inoperable ourselves and at our cost; or
  - (b) pay you the costs of you arranging the removal and disposal of any excess waste which could not be processed by the Equipment whilst it was inoperable.
- 8.12 You agree that your right to any compensation by way of damages or otherwise in relation to the Equipment being inoperable is limited to your rights to have the excess waste removed and disposed of or for us to pay for you to arrange its removal and disposal under clause 8.11 and you release us from any further claim or obligations.
- 8.13 The Repair and Maintenance Service does not include service outside of the hours in clause 8.6 or service or maintenance excluded under clause 8.14. If we supply you with parts or service or Consumables which is not included in the Maintenance and Repair Service you must reimburse us for the costs of providing that service or item at our then current retail price for the item or at our then current hourly rate for provision of that service as applicable.
- 8.14 The Repair and Maintenance Service does not include maintenance or repair that:
- (a) you request to be carried out any time other than during the hours of 8:30 am to 4:30pm on a Business Day;
  - (b) which is required because materials other than those approved by us for use in the Equipment were used or because modifications, alterations or repairs were carried out by others without our consent;
  - (c) which is required because of your neglect of the Equipment, or due to damage or misuse by you contrary to the manufacturer's recommendations and Instructions or contrary to any user or operator's manual or which is required due to any other breach by you of this clause 8.
- 8.15 You must only allow suitably qualified, trained and experienced personnel to operate the Equipment.
- 8.16 The Equipment must remain in your personal control and possession at all times and you must not enter into any agreement with anyone in relation to the Equipment or do anything which may prejudice our rights in the Equipment.
- 8.17 You must only allow qualified personnel to undertake any repairs or other service to the Equipment and not do anything which may cause such person to believe that we will be responsible for that person's account.
- 8.18 You must not make any alteration or addition to the Equipment.
- 8.19 You must not remove the Equipment from the location set out in the Schedule without our prior written consent which we will not withhold unreasonably but which may be conditional. If we consent to the relocation of the Equipment the relocation must be performed by us or by service providers nominated by us and you agree to pay the cost of such relocation at our then current rates.
- 8.20 You must keep the Equipment secure from theft or damage and not do or allow anything to be done which is likely to jeopardise its safety, condition or value.
- 8.21 You agree that we may carry out any repairs to the Equipment we consider necessary or desirable or replace the Equipment with equipment of similar or greater capacity or functionality, at any time and at our sole discretion. You also agree that we may install such other enhancements or make such other changes to the Equipment as we deem necessary or desirable at our sole discretion to enhance the performance or reliability of the Equipment. You agree to give us access to your premises for the purposes set out in this clause 8.21 on receipt of reasonable notice.
- 9 YOUR FURTHER OBLIGATIONS
- 9.1 You must notify us immediately of any change in your address.

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- 9.2 You must ensure we have access to any premises where the Equipment is located and produce it for our inspection, for testing, or so that we may exercise our rights in relation to it, at any time we request you to do so. We will give you reasonable prior notice unless we consider we must act quickly in order to protect our interests in the Equipment.
- 9.3 You must notify us immediately following any loss or damage to the Equipment.
- 9.4 You must not assign this Agreement, or any of your rights under it without our prior written consent and any purported assignment without such consent will be invalid and of no effect.
- 9.5 You must provide us with copies of your financial statements and other information reasonably requested by us during the Term.
- 9.6 You indemnify us on demand: (a) against any claims and any costs arising in connection with the use, operation or your possession of the Equipment and (b) against any claims, costs, losses or damage we suffer or incur in connection with your breach of this Agreement being terminated before the end of its Term.
- 9.7 You indemnify us, our agents and our employees against all loss (including loss of bargain or profit), damage, liabilities, costs, taxes, charges and expenses (including legal expenses on a full indemnity basis) of whatever kind or nature arising directly or indirectly from (a) any claim or demand made by a third party and (b) any damage to property or death of or injury to any person, suffered or sustained in connection with the Equipment.
- 9.8 You must not sell, hire, dispose, sublet, or part with possession of, or create or permit to subsist any security interest that is not in our favour in, the Equipment or any interest in the Equipment or agree or attempt to do so without our prior written consent.
- 9.9 You must, if requested by us, provide written confirmation to us from any person to whom you have granted any security interests before the date of this Agreement including over any of your assets or undertakings (and prior to any person registering any new security interest) that such person acknowledges that: (a) the Equipment belongs to us, (b) that we may remove the Equipment in accordance with the terms of this Agreement and (c) the Equipment is not subject to any security interest held by such person.
- 10 IMPLIED WARRANTIES AND LIMITATION OF LIABILITY
- 10.1 To the full extent permitted by law all express and implied terms, conditions and warranties (other than any set out in this Agreement) are excluded. We are not liable for any damage, injury or loss to any person or property arising out of the possession, operation or use of the Equipment. Whether or not Schedule 2 of the Competition and Consumer Law 2010 (CtL) or any law of similar effect applies, our liability for anything related to the Equipment and its use including damage or economic and consequential loss is limited to the maximum extent permitted by law. In any event our liability is limited to either: (a) the replacement or the cost of the replacement of the relevant Equipment; or (b) the repair or the cost of repair of the relevant Equipment, at our option and in the case of any services (c) the resupply of the services or (d) payment of the cost of the resupply of those services, at our option.
- 8.7.2 Except as provided in clause 10.1 we will not be liable to you or any person claiming under you in contract, tort or otherwise for or in respect of any direct, indirect, or consequential loss, damage, expense or injury suffered by you or any other person arising in connection with this Agreement, its performance, any delay in its performance or non-performance due to our negligence or default or any error (whether negligent or not) in information supplied to you either before or after the date of this Agreement in connection with it, the Equipment, or the Services.
- 11 DEFAULT EVENTS
- 11.1 A Default Event of this Agreement occurs if (a) You fail to pay any one or more notice by us requiring payment to be made (b) You fail to pay any one or more Usage Charges in whole or in part and also fail to comply with any subsequent undertaking (written or oral) given by you to us in respect of that default, (c) You default in complying with any of your obligations in clause 7 (Insurance) (d) You purport to assign or in any way deal with the Equipment or any of your rights under this Agreement, (e) the Equipment is lost or destroyed or we form the opinion that the Equipment is so damaged as to make its repair uneconomical, (f) You default in complying with any other obligation under this Agreement and that default is not remedied within 14 days of us giving you notice of the default; (g) You are a corporation and action is taken by you or another person on the basis that you are insolvent; (h) You are an individual and you die or become incapable of managing your own affairs by reason of mental illness or other condition, (i) You are a partnership and that partnership is dissolved or application is made to a court for its dissolution, (j) the holder of any security given at any time over any of your assets becomes entitled to exercise any powers arising on default pursuant to that security or otherwise takes action to enforce the security, (k) an event described in (d), (f) and (g) to (j) occurs in relation to any guarantor of your obligations under this Agreement or the guarantor if an individual becomes or becomes liable to be declared a bankrupt, (l) any representation or warranty given by you in connection with this Agreement is untrue, false or misleading (whether by omission or otherwise), or (m) due to a change in the ultimate holding company of the Customer, as at the date of this agreement ceases to own (directly or indirectly) all of the shares in the Customer or ceases to control the Customer, where "ultimate holding company" and "control" have the meaning given in section 9 of the Corporations Act 2001.
- 12 OUR RIGHTS UPON A DEFAULT EVENT
- 12.1 If a Default Event occurs, you will be deemed to have repudiated this Agreement.
- 12.2 If a Default Event occurs we will be entitled to terminate this Agreement by written notice to you or, if we consider that the Equipment or our rights upon termination may be adversely affected if we do not immediately take

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- possession of the Equipment, we may terminate this Agreement by taking or attempting to take possession of the Equipment without giving you written notice in advance of termination.
- 12.3 Upon termination under clause 12.2 you are immediately liable to pay us, without need of prior demand and both by way of liquidated damages arising from the Default Event and from early termination of this Agreement, the Recoverable Amount together with any other amounts payable under this Agreement.
- 12.4 If we terminate this Agreement following a Default Event described in clause 11.1(e) the amount payable under clause 12.3 will be the Recoverable Amount plus (as compensation for the loss of the Equipment) the Market Value which the Equipment would have had if it had not been lost, destroyed or so damaged, assuming that it was in excellent condition for its age prior to that event.
- 13 OBLIGATIONS AT THE END OF HIRING
- 13.1 At the end of this Agreement (howsoever that occurs) you must return the Equipment to us in good working order and good condition (fair wear and tear excepted). We are entitled to possession of the Equipment and you must immediately give us access to uninstall and remove the Equipment at your cost and do all things necessary to transfer to us any registration, licence or certificate in connection with the Equipment including paying all fees costs or duties connected with doing so.
- 13.2 If the Equipment is not returned to us at the end of this Agreement (with or without our consent) you must pay us by way of rental or as damages for your failure to return the Equipment an amount equal to one day's proportion of the Usage Charges for each day until the Equipment is returned to us.
- 13.3 If you do not return the Equipment to us when you are due to do so and we are not able to recover possession of it within a reasonable time we may, without prior notice to you, declare it to be lost and you must pay us compensation for this loss calculated as at the date of such declaration in accordance with clause 12.3.
- 14 VALUE OF EQUIPMENT ON TERMINATION
- 14.1 When the Equipment is returned to our possession upon any termination (whether early or not) you must pay the amount we notify you as being: (a) the difference between the Market Value of the Equipment and the Market Value of other equipment of the same type which is in good condition for a similar age; or (b) at our choice, and provided this is less than the amount which would be payable under (a), the cost of repairing the Equipment to such a condition.
- 14.2 Upon early termination under clause 12.2 we will credit you with any amount by which the net proceeds of any sale of the Equipment (after deduction of all costs and expenses of sale including storage) exceed the amount which we have provided for in our records as the value of the Equipment at the expiration of the Term but after that value has been rebated by application of the Rebate Rate over the period between the date of the termination and the date when the Term would have expired.
- 15 COMMISSIONS
- 15.1 You agree that we may pay a commission, fee or other remuneration to any broker, agent, dealer or other person who introduces you to us or us to you.
- 16 APPROPRIATION OF PAYMENTS
- 16.1 We may apply any money received from you or from anyone else on your behalf, to any money owing by you to us whether in connection with this Agreement or otherwise, and we may disregard any directions you give us as to how that money is to be applied.
- 17 AGENCY AND TRUST
- 17.1 We may enter into this Agreement as agent for another person (whether disclosed or not) and such other person may have, or may acquire title to, or property or an interest in the Equipment or our rights under this Agreement.
- 17.2 If you enter into this Agreement as the trustee of any trust you acknowledge, agree and represent that this Agreement binds you both personally and also in your capacity as trustee, that you have power and authority under the trust to enter into this Agreement, that you have the right to be fully indemnified out of the trust property (ahead of the beneficiaries) for all liabilities you incur under this Agreement and you will notify us immediately upon becoming aware that you are to be or have been replaced as the trustee.
- 18 CERTIFICATES AND NOTICES
- 18.1 Any notice required to be served under this Agreement will be deemed to have been properly served if left at or sent by prepaid post to the last known address, or sent by facsimile to the last notified facsimile number, of the addressee.
- 18.2 Any notice sent by pre-paid post will be taken to have been received six (6) days after the date of posting (and ten (10) days if posting from one country to another) and any facsimile will be taken to have been received when the transmitting machine records that a successful transmission has been made.
- 18.3 You must advise us in writing as soon as practicable if you change your address, phone number or facsimile number.
- 19 POWERS YOU GIVE US
- 19.1 You give us and our employees authority to do, without notice to you, anything considered by us to be necessary to give effect to this Agreement including the completion or correction of any details in the Schedule, or the doing of anything you should have done under this Agreement and anything we consider to be desirable to protect our rights under this Agreement.
- 19.2 Our rights under clause 19.1 include but are not limited to all rights necessary and full power to sue for and recover any claims for loss or damage to the Equipment under any insurance or otherwise, to compromise any such claim in your name or in the names of You and Us and to give effective releases and receipts in respect of any such claim.

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- 19.3 You indemnify us against any loss, damage, costs or claims suffered or incurred by us arising out of actions authorised under this clause 19.
- 20 PERSONAL PROPERTY AND SECURITIES ACT (PPSA)
- 20.1 In this Agreement unless the context requires otherwise, the terms used in this clause have the meanings given to them in the PPSA.
- 20.2 We may take all such steps as we consider appropriate to register, protect and perfect our position in respect of this Agreement under the PPSA including the registration of one or more financing statements.
- 20.3 You acknowledge that we may register one or more financing statements in relation to our Security Interests under this Agreement.
- 20.4 You waive your rights to receive notice of any verification statement relating to the registration of a financing statement or any financing change statement to the extent permitted under the PPSA.
- 20.5 We may by notice to you at any time, require you to do any of the following things:
- take all steps, and sign all necessary documents to perfect, protect, record or better secure our Security Interest;
  - reimburse us for our costs incurred in attending to registration of our Security Interest under the PPSA; and
  - ensure that this Agreement and any Security Interest is enforceable by us against you or any third party.
- 20.6 To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by us of any security interest provided for by this Agreement, you and we agree that the following provisions of the PPSA do not apply:
- to the extent that section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121 (4), 125, 130, 132(3)(d), 132(4), 135, 136(b)(4), 142 and 143;
  - in addition, to the extent that section 115(7) of the PPSA allows them to be excluded: sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.
- 20.7 You and we agree not to disclose information of the kind set out in section 275 (1) of the PPSA, except in the circumstances required by sections 275 (7) (b) to (e). You agree you will not authorise the disclosure of information under section 275 (7) (c) or request information under section 275 (7) (d) without our prior written approval. However, nothing in this Agreement prevents a disclosure by us that is required to comply with our other obligations under the PPSA and to the extent permitted by the PPSA nothing prevents us from making such disclosures in response to a request made by a party who is not an interested person under section 275 (9) of the PPSA.
- 20.8 You warrant that you have not had any other name in the last five (5) years other than the name in this Agreement (except as notified to us in writing) and you agree not to change your name, ACN (or, if you are a trustee of a trust or partner in a partnership, any ABN allocated to the trust or partnership, including by having an ABN allocated to the trust or partnership) without first providing us thirty (30) days' written notice.
- 21 GENERAL PROVISIONS
- 21.1 No delay, or the granting of any time or other indulgence by us will affect our rights to enforce your obligations or to exercise any of our rights under this Agreement.
- 21.2 No waiver of our rights may be implied from anything done or omitted to be done by us. Any express waiver by us of any right will not be deemed to extend to any continuing or recurring default by you of your obligations.
- 21.3 Every provision of this Agreement is independent of every other provision. Any provision that is prohibited or unenforceable in any jurisdiction is to the extent of the prohibition or unenforceability, deemed removed without invalidating so far as possible the remainder of the provisions.
- 22 APPLICABLE LAW
- 22.1 This Agreement is governed by the laws of the state of New South Wales and the parties submit to the jurisdiction of the courts of that State.
- 23 MEANING OF WORDS AND INTERPRETATION
- 23.1 Words used in these terms have the meaning given below:
- Acceptance Date** means the date on which this Agreement becomes binding.
- Billing Period** means the Billing Period set out in the Schedule.
- Business Day** means Monday to Friday excluding statutory and public holidays in the location of the Equipment.
- Commencement Date** means the Commencement Date set out in the Schedule or if that is blank the Acceptance Date.
- Conducting Agent** means any material or additive required to be added to the waste loaded into the Equipment in order to process that waste.
- Controlling Person** means any person or persons who directly or indirectly and either alone or together with other persons, may control you, including without limitation the capacity to determine the outcome of decisions about your financial and operating policies but does not include the directors of a publicly listed company.
- Consumables** means any Conducting Agent or Filtering Agent required for the operation of the Equipment.
- Default Event** means an event described in clause 11.
- Default Rate** means the 90-day bank bill rate published by Westpac its successors or assigns from time to time plus 5% per annum calculated on the outstanding amount at such intervals as we determine capitalised annually.
- Equipment** means each and every item of equipment specified in the Schedule and includes any part of it together with all spare parts, or enhancements which may be incorporated in the Equipment; during the currency of this Agreement or any replacement Equipment provided during the currency of this Agreement.

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**Filtering Agent** means any material or additive required to be installed or loaded into the Equipment for its continued and efficient use or operation in connection with air filtration.

**Insurance** means any insurance policy or cover required to be obtained by you under clause 7.

**Insolvent** means bankrupt, in receivership, in receivership and management, in liquidation or provisional liquidation, under administration, wound up or subject to any arrangement, assignment or composition, or protected from creditors under any statute or unable to pay your debts as and when they fall due or an event of default (however defined) occurs under any other financing arrangement whether by way of loan, lease, hiring agreement, or other financing arrangement to which you are a party, or you repudiate such financing arrangement.

**Market Value of the Equipment** means the value of the Equipment as determined by a person nominated by us as being experienced in the valuation of equipment of a type similar to the Equipment.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**Rebate Rate** means the rate that when applied to a future Usage Charge or the value of the Equipment will ensure that we will receive the same rate of pre-tax return after that discounting that we would have received from this Agreement if all Usage Charges and other payments had been paid on their respective due dates and we received the Equipment back in its required condition on the last day of the Term or the Extension Term (as applicable).

**Recoverable Amount** means the total of the following: (a) the sum of any Usage Charges due but unpaid as at the date of termination plus (b) the sum of the Usage Charges which would but for the termination have become owing for the balance of the Term (after the deduction of stamp duty and GST where applicable, and a reasonable reduction for savings we will make (if any) because we no longer have to provide the Repair and Maintenance Service), discounted by the Rebate Rate plus (c) any other amount due but unpaid under this Agreement plus (d) any additional loss (including any loss of profit, cost or expense as determined by us) which we incur in breaking or varying any arrangement we made in order to fund the Equipment for the Term.

**Repair and Maintenance Service** means a repair and maintenance service for the Equipment in accordance with clause 8.

**Schedule** means the schedule which appears at the beginning of this Agreement.

**Services** means the services to be provided by us in accordance with the Terms and Conditions.

**Term** means the Term in months as stated on the Schedule.

**Usage Charge** means the Usage Charge as stated in the Schedule.

**We and Us** means Forum Enviro (Aust) Pty Ltd and includes our agents and other authorised representatives.

**You, Your and Customer** means the person named as Customer in the Schedule and each and every one of them jointly and severally.

**Waste Material** includes all material or additives loaded into the Equipment.

23.2 In the interpretation of this Agreement (a) the singular includes the plural and vice versa, any gender includes the other genders and a person includes an individual, body corporate, partnership or governmental corporation or authority, and (b) any warranty, obligation or right which binds or benefits (2) two or more persons under this Agreement binds or benefits those persons jointly and severally.

Want to  
know more?  
Let's Talk

- [1300 036 786](tel:1300036786)
- [info@forumenviro.com.au](mailto:info@forumenviro.com.au)
- [forumenviro.com.au](http://forumenviro.com.au)

### Australia

#### Sydney.

Level 5, 141 Walker Street, North Sydney NSW 2060

#### Melbourne.

5/10 Duerdin Street, Clayton VIC 3168

#### Brisbane.

26 Edmondstone Rd, Bowen Hills QLD 4006

#### Gold Coast.

Level 2, 46 Cavill Avenue, Surfers Paradise QLD 4217

#### Perth.

Suite 1, 28 Belmont Avenue, Belmont WA 6104

London. Singapore. Tokyo

Agreement To: \_\_\_\_\_

Agreement No. \_\_\_\_\_

**Equipment**

Product Description	Serial No.	Location Address
ORCA OG100	OG1002290F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002305F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002321F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002339F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002357F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002375F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002393F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002411F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002429F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002447F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002465F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG503133EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG503155EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG503177EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG503199EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG503221EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG503243EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG503265EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG503387EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG25	OG250315EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG25	OG250333EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG25	OG250351EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG25	OG250369EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG25	OG250387EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG25	OG250405EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG25	OG250423EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG25	OG250441EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002483F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1002501F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1002519F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1002537F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1002555F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1002573F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1002591F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1002609F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1002627F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1002645F	34 Lidco Street, Arndell Park, NSW 2009

Initials: \_\_\_\_\_

Agreement To: \_\_\_\_\_

Agreement No: \_\_\_\_\_

**Equipment**

Product Description	Serial No.	Location Address
ORCA OG100	OG1002663F	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1002681F	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1002699F	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1002717F	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG503507EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG503529EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG503551EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG503573EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG503595EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG503617EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG503639EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG503661EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG25	OG250567EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG25	OG250585EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG25	OG250603EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG25	OG250621EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG25	OG250639EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG25	OG250657EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG25	OG250675EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG25	OG250693EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG25	OG250711EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG25	OG250729EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG25	OG250747EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG15	OG151796EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG15	OG151742EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG15	OG151688EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG15	OG151634EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG15	OG151580EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1002735F	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1002753F	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG503683EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG503705EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG503287EA	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG50	OG503309EA	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG50	OG503331EA	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG50	OG503353EA	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG50	OG503375EA	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG50	OG503397EA	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG50	OG503419EA	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG50	OG503441EA	34 Lidco Street, Arndell Park, NSW 2009

Agreement To: \_\_\_\_\_

Agreement No. \_\_\_\_\_

**Equipment**

ORCA OG50	OG503463EA	34 Lidco Street, Amdell Park, NSW 2009
ORCA OG50	OG503485EA	34 Lidco Street, Amdell Park, NSW 2009
ORCA OG25	OG250459EA	34 Lidco Street, Amdell Park, NSW 2009
ORCA OG25	OG250477EA	34 Lidco Street, Amdell Park, NSW 2009
ORCA OG25	OG250495EA	34 Lidco Street, Amdell Park, NSW 2009
ORCA OG25	OG250513EA	34 Lidco Street, Amdell Park, NSW 2009
ORCA OG25	OG250531EA	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG25	OG250549EA	34 Lidco Street, Arndell Park, NSW 2009

**Customer's Signature**

Signed for and on behalf of: Veolia Environmental Services (Australia) Pty Ltd

ABN: 20 051 316 584

Signature: *[Handwritten Signature]*

Name of Signatory: PREET BRAR

Title of Signatory: CFO Date: 13/7/18





I BIAMA SPATA hereby Certify  
this to be a true & correct  
copy of the original

*Benches* 3.8.18.  
(Solicitor admitted in NSW)

**Technology Licence Agreement**  
Waste Management

**forum** | **enviro**

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2080 ("Forum Enviro") enters into this Technology Licence Agreement with the Customer under which the Customer offers to rent Equipment and accept the Services from Forum Enviro on the terms and conditions of this Agreement.

### Customer Details

Agreement No. \_\_\_\_\_

Customer Name Veolia Environmental Services (Australia) Pty Ltd

Trading Name \_\_\_\_\_ ABN 20 051 316 584

Address Level 4, 65 Pirrama Road Pyrmont NSW Postcode 2009

Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Preferred Method of Contact  Mail  Email

Equipment Description REFER TO ANNEXURE

Location of Equipment REFER TO ANNEXURE

### Commencement, Term and Payments

Commencement Date	<u>05/08/18</u>	Usage Charge (ex GST)	\$ 147,000 . 00
Term	<u>60</u>	+ GST	\$ 14,700 . 00
Billing Period	<input checked="" type="checkbox"/> Monthly	Total	\$ 161,700 . 00

By signing this Agreement, the Customer acknowledges, agrees and consent to the collection, use, holding and disclosure of information (including personal and credit information) by Forum Enviro (in its own right or as agent for a principal) as set out in the Privacy Disclosure Statement set out on page 2. The Customer acknowledges and agrees that it has had the opportunity and have read, understood and agree to all of the terms in the Terms and Conditions of this Agreement and further agree that this Schedule together with those Terms and Conditions constitute the entire agreement between us, that no other representations have been relied upon by the Customer in entering into this Agreement and that all information provided by the Customer either in this Agreement (including all Client Information) or in connection with it, is true and correct.

### Customer's Signature 1

Executed for and on behalf of the Customer by its duly authorised signatory:

Name PREET BRAR Title Chief Financial Officer Signature [Signature]

Witness Signature [Signature] Print Name BILL PAPAS Date 13/7/18

### Customer's Signature 2

Executed for and on behalf of the Customer by its duly authorised signatory:

Name JULIAN GAILLARD Title Company Secretary Signature [Signature]

Witness Signature [Signature] Print Name BILL PAPAS Date 13/7/18

### Acceptance

By accepting the Customer's offer as set out in the Schedule and the Terms and Conditions of this Agreement, Forum Enviro agrees to be bound by this Agreement.

FORUM ENVIRO hereby enters into this Agreement. \_\_\_\_\_

Authorised Officer BILL PAPAS

Signature [Signature] Date of Acceptance 26/7/18

### Business Purpose Declaration

To be signed by individuals (including sole traders, partners, employees and individual trustees) and by strata corporations only.  
I/We declare that the Equipment to be hired by the Customer from Forum Enviro (Aust) Pty Ltd is to be hired wholly or predominantly for business purposes.

**IMPORTANT**  
You should **only** sign this declaration if Equipment is hired wholly or predominantly for business purposes.  
By signing this declaration you may **lose** your protection under the National Credit Code.

Signed by the Customer on: Date \_\_\_\_\_

Execution by Individual: Name \_\_\_\_\_ Signature \_\_\_\_\_

# Technology Licence Agreement

## Privacy Act

**Our Privacy Policy and our Credit Reporting Policy is available on our website at [www.forumgroup.com.au](http://www.forumgroup.com.au) or we can provide written copies to you on request.**

### Acknowledgement and Consent to the Disclosure of Information

By signing below, I acknowledge that you may collect, use, hold disclose and manage my personal information (including identifying information required to comply with anti-money laundering and counter terrorism financing laws) to:

- assess my consumer or commercial credit application, to assess a credit application by a company of which I am director or to assess my capacity to act as a guarantor;
- source any finances I may require; and
- as the law otherwise authorises or requires.

I acknowledge and agree that you may:

- disclose to and obtain from any prospective credit provider, information about me that is reasonably necessary to obtain any finance I require;
- disclose to and obtain from any third party information about me that is reasonably necessary to assist obtaining the finance required;
- provide my information including credit reports to one or more of the credit providers set out in the Schedule of Credit Providers disclosed on your website so that they can assess my application, the application of a company of which I am a director or my suitability to act as a guarantor;
- provide credit information about me to a guarantor or prospective guarantor;
- disclose my personal or credit information to the extent permitted by law to other organisations that provide us with services such as contractors, agents, printers, mail houses, lawyers, collection agencies, document custodians, securitisers and computer systems consultants or providers so that they can perform those services for us; and
- disclose my personal information to any other organisation that may wish to acquire or has acquired an interest in our business or any rights under your contract with us or the contract with us of a company of which you are a director.

I also agree and consent to:

- a Credit Reporting Body (CRB) disclosing consumer credit information to one or more of the credit providers set out on your website for the purpose of assessing my application for commercial credit, the application of a company of which I am a director, or my application to act as guarantor;
- If I have made an application to become a guarantor a credit provider using that information to assess my suitability to be a guarantor;
- a credit provider disclosing my credit information (including information obtained by it from a CRB) to a guarantor or prospective guarantor; and
- a credit provider disclosing to another credit provider, for a particular purpose information it holds about me.

Where the applicant is a company of which I am a director I consent to the use of my information in addition to the company's information, in each of the ways listed above.

### Authorisation

By signing this acknowledgement and consent I also authorise you to make a request on my behalf to obtain credit reporting information about my consumer and commercial credit worthiness from a CRB. That information will assist you in providing services to me. This authorisation ceases when we undertake a task on behalf of a credit provider.

### We may action on behalf of an undisclosed principal

By signing this acknowledgement and consent, I also acknowledge that you may collect, use, hold, disclose and manage information about me or do any of the things set out in this acknowledgment and consent in your own right or as agent for a principal (whether disclosed or not). The information in this acknowledgment and consent is given by us and any principal (whether disclosed or not).

### Other Services

I agree that you may provide me or provide to a company of which I am a Director offers or information of other goods or services you or any of your associated entities, may be able to provide to me or the company unless I have ticked the box below.

I do not consent to the use of my personal information for other services listed above.

I acknowledge that I can contact you and request access to my personal information (subject to any permitted exceptions) to verify that it is correct by contacting your Privacy Officer on 1300 086 786. In some cases an administration fee may be charged to cover the cost of retrieval.

### Name and signature giving their consent as applicant or guarantor

Name	_____	Name	_____
Signature	_____	Signature	_____
Drivers Licence	_____	Drivers Licence	_____
Date	_____	Date	_____

## Standard Terms and Conditions

- 1 OFFER AND ACCEPTANCE
- 1.1 You have irrevocably offered to rent the Equipment from us by signing the Schedule.
- 1.2 This Agreement only becomes binding on us when we accept that offer. Our acceptance of that offer will only occur if we notify you that we have signed this Agreement. That is the only way in which we may be deemed to have accepted your offer.
- 1.3 Our acceptance of your offer may be subject to a guarantee given by someone nominated by You and acceptable to Us or other conditions of entry.
- 2 TERM AND COMMENCEMENT
- 2.1 The Term of this Agreement begins on the first day of the calendar month immediately following the Commencement Date and continues until it is terminated in accordance with the provisions of this clause 2.
- 2.2 If you wish this Agreement to terminate on the expiration of its Term you must provide at least 3 months (and no more than 6 months) prior written notice before the end of that Term, otherwise this Agreement will be automatically extended for an additional 6 calendar months (Extension Term).
- 2.3 If this Agreement is extended under clause 2 you may terminate this Agreement from the expiration of the Extension Term by giving us at least 3 months prior written notice. If you do not give us this notice this Agreement will be extended for a further Extension Term and this provision will continue to apply to each successive Extension Term.
- 2.4 We may terminate this Agreement at any time from the expiration of its original Term by giving you at least one (1) month's prior written notice.
- 2.5 Any notice of termination given by the Customer will only take effect from the date on which the next Usage Charge is due after expiration of the required notice period and you will remain liable for payment of the Usage Charges until the termination notice takes effect and for any Usage Charges accrued in that period.
- 2.3 DELIVERY OF EQUIPMENT AND RISK
- 3.1 Following acceptance of this Agreement we will deliver and install the Equipment.
- 3.2 You agree that you have satisfied yourself as to the identity, condition, merchantable quality and fitness for your purpose of the Equipment.
- 3.3 You agree that subject to clause 8 you are responsible for the care of the Equipment and that you are responsible to ensure that the Equipment is used only in accordance with the manufacturer's instructions and recommendations and any user or operating manuals, and that the Equipment is kept in good working order.
- 3.4 You agree that risk in the Equipment passes to you on delivery.
- 4 OUR OWNERSHIP RIGHTS
- 4.1 The Equipment is our property. You are a bailee of the Equipment only and have no right to purchase or acquire any interest in it. You agree that we are the owner of the Equipment.
- 2.3 You agree that we may have entered into this Agreement in any capacity we chose including as the agent of an undisclosed principal and that we may charge or deal with our interests in this Agreement (including by transfer or assigning those interests to another person) in any way without notice to you and without your consent.
- 5 PAYMENT OF USAGE CHARGES AND OTHER AMOUNTS
- 5.1 We will invoice the Usage Charges for each Billing Period in advance.
- 5.2 From the Commencement Date you must pay us the Usage Charges for each Billing Period in advance by the last Business Day of the calendar month immediately preceding the start of each Billing Period until this Agreement is terminated.
- 5.3 If the Commencement Date is not the first day of a month then you must pay us a charge for the number of calendar days from the Commencement Date to and including the last day of that calendar month being a proportion of the Usage Charges calculated on a pro rata basis. We will invoice any charge under this clause 5.3 in arrears and you must pay our invoice at the same time as the Usage Charges are due for the immediately following Billing Period.
- 7.3 Your obligation to pay the Usage Charges and to pay any other money due under this Agreement is absolute and unconditional. Without limitation your payment obligations will continue notwithstanding any defect in, breakdown, accident, theft or damage to or non-performance of the Equipment. Your payment obligations are absolute and are not subject to reduction or set off for any reason.
- 7.3 The Usage Charges must be paid by direct debit and all other amounts payable must be paid by either direct debit or electronic funds transfer in accordance with our payment procedures as notified to you from time to time, unless we agree otherwise in writing.
- 5.6 A payment you make to us is not considered to have been made until we have received it in cleared funds.
- 5.7 You must pay interest to us on any money payable under this Agreement but unpaid when due including on any damages payable in connection with it, at the Default Rate.
- 5.8 You must pay or reimburse us for all duties, taxes (including goods and services tax) and other government charges which are payable by you or us in connection with the Equipment, its use, possession or operation or which are payable in connection with this Agreement.
- 7.5 In this subclause GST, Input Tax Credit, Input Taxed and Taxable Supply has the same meanings as under a New Tax System (Goods and Services) Act 1999 (Cth). Unless an amount in this Agreement is expressed to be inclusive of GST, if we are, or become liable to pay GST in relation to a Taxable Supply made to you in connection with this Agreement, then in addition to any other amounts payable or consideration provided by you, you must at the same time pay to

## Technology Licence Agreement

- us an amount equal to the amount of GST we have to pay, however we must reduce this amount by the amount of any Input Tax Credit that we are entitled to claim in respect of the payment, cost, expense, or liability.
- 5.10 You agree that the Usage Charges will be reviewed annually and we may increase the Usage Charges by any increase in the cost to us of performing our obligations under this Agreement. An increase in the Usage Charges under this clause will take effect from the relevant anniversary of the Commencement Date or on such later date as we nominate provided we have given you at least thirty (30) days prior notice of the increase.
- 5.11 You must pay us all costs and expenses including legal costs which we incur in exercising any of our rights under this Agreement including any amount we pay to release a lien claimed by anyone over Equipment, or to remedy any breach of your obligations under this Agreement.
- 5.12 If you fail to pay any amount owing under this Agreement on time we may stop providing the Repair and Maintenance Service and/or the Consumables until all outstanding amounts have been paid in full.
- 5.13 Except where you are liable to pay a Recoverable Amount, upon any early termination of this Agreement you agree to pay in addition to any other money we require you to pay us under this agreement, as compensation for the loss of future rentals, a payout administration fee equivalent to the Usage Charges for three (3) months.
- 6 YOUR WARRANTIES AND ACKNOWLEDGEMENTS
- 6.1 You acknowledge and agree that clauses 5, 6.2, 7, 8.1, 8.3, 8.5, 8.9, 8.15 to 8.21 inclusive, 9.4 and 9.9 are fundamental terms of this Agreement.
- 6.2 You warrant to us that: (a) all information which you have given us is correct and not misleading; (b) in entering into this Agreement you have not relied upon any conduct or statement made by us or anyone acting on our behalf concerning the effect on you of your entry into this Agreement, your financial affairs or taxation position, the classification of this transaction under the Australian Accounting Standards, the quality of the Equipment, its suitability for any purpose or its performance; (c) the Equipment will be used solely or mainly for the purpose of carrying on your business and not for any other purpose; (d) you have satisfied yourself that the Equipment complies with its description, is in good working order and condition, is of merchantable quality and suitable for your purposes and that you have relied on your own skill and judgement in choosing the Equipment; (e) you are authorised to enter into this Agreement and in doing so are not in breach of any authorisations or regulations affecting or controlling you or your business; (f) unless stated in the Customer Details you have not entered into this Agreement as the trustee of any trust and (g) you are not insolvent and will not become insolvent during the Term.
- 6.3 You are not entitled to any compensation or remedy in connection with the performance or servicing of the Equipment, warranties or the use or other benefits which you may or may not obtain from the Equipment or any related services which are not expressly provided for in this Agreement.
- 6.4 You acknowledge that the Usage Charges may include amounts for any commissions, fees or other remuneration that we have paid or will pay on account of this Agreement including any commission payable to any broker, agent, dealer or other person who introduces you to us or us to you.
- 6.5 You acknowledge that the moneys payable under this Agreement may include a payout component from previous agreements.
- 7 INSURANCE
- 7.1 You must at all times from the Commencement Date of this Agreement and during any time after the Commencement Date where the relevant Equipment has not been returned to us maintain public liability insurance for injury or damage caused by the use of the Equipment, property insurance against loss or damage to the Equipment for all risks at its Market Value (and we may notify you what this amount should be) and any other insurance policies which we reasonably require.
- 7.2 Both the insurer and the terms of the insurance must be approved by us in writing. You must note our interests on all policies as a co-insured and produce the policy documents, certificates of currency or proof of payment whenever we request you to do so.
- 7.3 You must not: (a) do or fail to do anything which may result in any insurance claim being refused or not met in full; (b) vary any insurance in any material respect without our consent; or (c) enforce, conduct, settle or compromise any insurance claim without our consent.
- 7.4 You must notify us of all circumstances which may entitle a claim to be made under any insurance.
- 7.5 You must forward to us any proceeds or any payment of any entitlement sent to you under any insurance unless we agree otherwise. Any amount we receive under this clause may be applied by us towards the repair or replacement of the Equipment, or the reduction of your liability to us, at our discretion.
- 7.6 Any money we receive under any insurance for loss or damage to the Equipment which is not applied toward the repair or replacement of the Equipment will be applied as follows: (a) first in reimbursing any costs incurred by us in obtaining or attempting to obtain any of this money; (b) second, in reduction of any amount payable by you under clauses 12, 13, or 14; (c) third, in refunding any amount you have paid to us under clauses 12, 13, or 14 and (d) the balance if any is for us to keep.
- 8 USE, MAINTENANCE AND REPAIR
- 8.1 You must only use the Equipment for the purpose for which it was designed and in accordance with the manufacturer's instructions and any user or operator manuals including but not limited to instructions in connection with the maximum capacity of the Equipment.
- 8.2 The Usage Charges include the provision of the Repair and Maintenance Service and the Consumables for the Equipment by us.

## Standard Terms and Conditions

- 8.3 You must otherwise maintain the Equipment in good working order and condition at all times and in accordance with the manufacturer's specifications and recommendations and this clause 8.
- 8.4 We will provide sufficient Consumables required for the continued operation of the Equipment.
- 8.5 You acknowledge that the Equipment requires the use of a Conducting Agent which must be replenished from time to time in accordance with the manufacturer's instructions. We will replenish the Equipment with the Conducting Agent as required following receipt of your notification. You agree to notify us promptly upon the Equipment indicating that a Conducting Agent requires replenishing.
- 8.6 The Repair and Maintenance Service is available each Business Day between 8:30 am to 4:30pm and includes the provision of spare parts unless excluded by clause 8.14.
- 8.7 The Repair and Maintenance Service includes a monthly inspection check service by us to ascertain that the Equipment is operating within the manufacturer's specifications.
- 8.8 If we ascertain that the Equipment requires any repair or maintenance during a check service under clause 8.7 we will carry out such repair or maintenance at no cost subject to this clause 8.
- 8.9 You must advise us immediately by email or such other method that we may notify you from time to time if you are aware or ought reasonably to have been aware that the Equipment was not functioning to its specifications.
- 8.10 Provided you are not in breach of this clause 8 or this Agreement if the Equipment is not operating within the manufacturer's specifications we will rectify the Equipment within a reasonable time of receiving your notice under clause 8.9.
- 8.11 If the Equipment is not operable due to a fault in the Equipment for any period of more than 24 hours from receipt of a notice under clause 8.9 received on a Business Day or within 24 hours of the commencement of the next Business Day following such notice received on a non-Business Day then you agree that at our option we may either:
- (a) arrange for the removal and disposal of any excess waste which could not be processed by the Equipment whilst it was inoperable ourselves and at our cost; or
  - (b) pay you the costs of you arranging the removal and disposal of any excess waste which could not be processed by the Equipment whilst it was inoperable.
- 8.12 You agree that your right to any compensation by way of damages or otherwise in relation to the Equipment being inoperable is limited to your rights to have the excess waste removed and disposed of or for us to pay for you to arrange its removal and disposal under clause 8.11 and you release us from any further claim or obligations.
- 8.13 The Repair and Maintenance Service does not include service outside of the hours in clause 8.6 or service or maintenance excluded under clause 8.14. If we supply you with parts or service or Consumables which is not included in the Maintenance and Repair Service you must reimburse us for the costs of providing that service or item at our then current retail price for the item or at our then current hourly rate for provision of that service as applicable.
- 8.14 The Repair and Maintenance Service does not include maintenance or repair that:
- (a) you request to be carried out any time other than during the hours of 8:30 am to 4:30pm on a Business Day;
  - (b) which is required because materials other than those approved by us for use in the Equipment were used or because modifications, alterations or repairs were carried out by others without our consent;
  - (c) which is required because of your neglect of the Equipment, or due to damage or misuse by you contrary to the manufacturer's recommendations and instructions or contrary to any user or operator's manual or which is required due to any other breach by you of this clause 8.
- 8.15 You must only allow suitably qualified, trained and experienced personnel to operate the Equipment.
- 8.16 The Equipment must remain in your personal control and possession at all times and you must not enter into any agreement with anyone in relation to the Equipment or do anything which may prejudice our rights in the Equipment.
- 8.17 You must only allow qualified personnel to undertake any repairs or other service to the Equipment and not do anything which may cause such person to believe that we will be responsible for that person's account.
- 8.18 You must not make any alteration or addition to the Equipment.
- 8.19 You must not remove the Equipment from the location set out in the Schedule without our prior written consent which we will not withhold unreasonably but which may be conditional. If we consent to the relocation of the Equipment the relocation must be performed by us or by service providers nominated by us and you agree to pay the cost of such relocation at our then current rates.
- 8.20 You must keep the Equipment secure from theft or damage and not do or allow anything to be done which is likely to jeopardise its safety, condition or value.
- 8.21 You agree that we may carry out any repairs to the Equipment we consider necessary or desirable or replace the Equipment with equipment of similar or greater capacity or functionality, at any time and at our sole discretion. You also agree that we may install such other enhancements or make such other changes to the Equipment as we deem necessary or desirable at our sole discretion to enhance the performance or reliability of the Equipment. You agree to give us access to your premises for the purposes set out in this clause 8.21 on receipt of reasonable notice.
- 9 YOUR FURTHER OBLIGATIONS
- 9.1 You must notify us immediately of any change in your address.

## Technology Licence Agreement

- 9.2 You must ensure we have access to any premises where the Equipment is located and produce it for our inspection, for testing, or so that we may exercise our rights in relation to it, at any time we request you to do so. We will give you reasonable prior notice unless we consider we must act quickly in order to protect our interests in the Equipment.
- 9.3 You must notify us immediately following any loss or damage to the Equipment.
- 9.4 You must not assign this Agreement, or any of your rights under it without our prior written consent and any purported assignment without such consent will be invalid and of no effect.
- 9.5 You must provide us with copies of your financial statements and other information reasonably requested by us during the Term.
- 9.6 You indemnify us on demand: (a) against any claims and any costs arising in connection with the use, operation or your possession of the Equipment and (b) against any claims, costs, losses or damage we suffer or incur in connection with your breach of this Agreement being terminated before the end of its Term.
- 9.7 You indemnify us, our agents and our employees against all loss (including loss of bargain or profit), damage, liabilities, costs, taxes, charges and expenses (including legal expenses on a full indemnity basis) of whatever kind or nature arising directly or indirectly from (a) any claim or demand made by a third party and (b) any damage to property or death of or injury to any person, suffered or sustained in connection with the Equipment.
- 9.8 You must not sell, hire, dispose, sublet, or part with possession of, or create or permit to subsist any security interest that is not in our favour in, the Equipment or any interest in the Equipment or agree or attempt to do so without our prior written consent.
- 9.9 You must, if requested by us, provide written confirmation to us from any person to whom you have granted any security interests before the date of this Agreement including over any of your assets or undertakings (and prior to any person registering any new security interest) that such person acknowledges that: (a) the Equipment belongs to us, (b) that we may remove the Equipment in accordance with the terms of this Agreement and (c) the Equipment is not subject to any security interest held by such person.
- 10 IMPLIED WARRANTIES AND LIMITATION OF LIABILITY
- 10.1 To the full extent permitted by law all express and implied terms, conditions and warranties (other than any set out in this Agreement) are excluded. We are not liable for any damage, injury or loss to any person or property arising out of the possession, operation or use of the Equipment. Whether or not Schedule 2 of the Competition and Consumer Law 2010 (Cth) or any law of similar effect applies, our liability for anything related to the Equipment and its use including damage or economic and consequential loss is limited to the maximum extent permitted by law. In any event our liability is limited to either: (a) the replacement or the cost of the replacement of the relevant Equipment; or (b) the repair or the cost of repair of the relevant Equipment, at our option and in the case of any services (c) the resupply of the services or (d) payment of the cost of the resupply of those services, at our option.
- 10.2 Except as provided in clause 10.1 we will not be liable to you or any person claiming under you in contract, tort or otherwise for or in respect of any direct, indirect, or consequential loss, damage, expense or injury suffered by you or any other person arising in connection with this Agreement, its performance, any delay in its performance or non-performance due to our negligence or default or any error (whether negligent or not) in information supplied to you either before or after the date of this Agreement in connection with it, the Equipment, or the Services.
- 11 DEFAULT EVENTS
- 11.1 A Default Event of this Agreement occurs if (a) You fail to pay any one or more notice by us requiring payment to be made (b) You fail to pay any one or more Usage Charges in whole or in part and also fail to comply with any subsequent undertaking (written or oral) given by you to us in respect of that default, (c) You default in complying with any of your obligations in clause 7 (Insurance) (d) You purport to assign or in any way deal with the Equipment or any of your rights under this Agreement, (e) the Equipment is lost or destroyed or we form the opinion that the Equipment is so damaged as to make its repair uneconomical, (f) You default in complying with any other obligation under this Agreement and that default is not remedied within 14 days of us giving you notice of the default; (g) You are a corporation and action is taken by you or another person on the basis that you are insolvent; (h) You are an individual and you die or become incapable of managing your own affairs by reason of mental illness or other condition, (i) You are a partnership and that partnership is dissolved or application is made to a court for its dissolution, (j) the holder of any security given at any time over any of your assets becomes entitled to exercise any powers arising on default pursuant to that security or otherwise takes action to enforce the security, (k) an event described in (d), (f) and (g) to (j) occurs in relation to any guarantor of your obligations under this Agreement or the guarantor if an individual becomes or becomes liable to be declared a bankrupt, (l) any representation or warranty given by you in connection with this Agreement is untrue, false or misleading (whether by omission or otherwise), or (m) due to a change in the ultimate holding company of the Customer, as at the date of this agreement ceases to own (directly or indirectly) all of the shares in the Customer or ceases to control the Customer, where "ultimate holding company" and "control" have the meaning given in section 9 of the Corporations Act 2001.
- 12 OUR RIGHTS UPON A DEFAULT EVENT
- 12.1 If a Default Event occurs, you will be deemed to have repudiated this Agreement.
- 12.2 If a Default Event occurs we will be entitled to terminate this Agreement by written notice to you or, if we consider that the Equipment or our rights upon termination may be adversely affected if we do not immediately take

## Standard Terms and Conditions

- possession of the Equipment, we may terminate this Agreement by taking or attempting to take possession of the Equipment without giving you written notice in advance of termination.
- 12.3 Upon termination under clause 12.2 you are immediately liable to pay us, without need of prior demand and both by way of liquidated damages arising from the Default Event and from early termination of this Agreement, the Recoverable Amount together with any other amounts payable under this Agreement.
- 12.4 If we terminate this Agreement following a Default Event described in clause 11.1(e) the amount payable under clause 12.3 will be the Recoverable Amount plus (as compensation for the loss of the Equipment) the Market Value which the Equipment would have had if it had not been lost, destroyed or so damaged, assuming that it was in excellent condition for its age prior to that event.
- 13 OBLIGATIONS AT THE END OF HIRING**
- 13.1 At the end of this Agreement (howsoever that occurs) you must return the Equipment to us in good working order and good condition (fair wear and tear excepted). We are entitled to possession of the Equipment and you must immediately give us access to uninstall and remove the Equipment at your cost and do all things necessary to transfer to us any registration, licence or certificate in connection with the Equipment including paying all fees costs or duties connected with doing so.
- 13.2 If the Equipment is not returned to us at the end of this Agreement (with or without our consent) you must pay us by way of rental or as damages for your failure to return the Equipment an amount equal to one day's proportion of the Usage Charges for each day until the Equipment is returned to us.
- 13.3 If you do not return the Equipment to us when you are due to do so and we are not able to recover possession of it within a reasonable time we may, without prior notice to you, declare it to be lost and you must pay us compensation for this loss calculated as at the date of such declaration in accordance with clause 12.3.
- 14 VALUE OF EQUIPMENT ON TERMINATION**
- 14.1 When the Equipment is returned to our possession upon any termination (whether early or not) you must pay the amount we notify you as being: (a) the difference between the Market Value of the Equipment and the Market Value of other equipment of the same type which is in good condition for a similar age; or (b) at our choice, and provided this is less than the amount which would be payable under (a), the cost of repairing the Equipment to such a condition.
- 14.2 Upon early termination under clause 12.2 we will credit you with any amount by which the net proceeds of any sale of the Equipment (after deduction of all costs and expenses of sale including storage) exceed the amount which we have provided for in our records as the value of the Equipment at the expiration of the Term but after that value has been rebated by application of the Rebate Rate over the period between the date of the termination and the date when the Term would have expired.
- 15 COMMISSIONS**
- 15.1 You agree that we may pay a commission, fee or other remuneration to any broker, agent, dealer or other person who introduces you to us or to you.
- 16 APPROPRIATION OF PAYMENTS**
- 16.1 We may apply any money received from you or from anyone else on your behalf, to any money owing by you to us whether in connection with this Agreement or otherwise, and we may disregard any directions you give us as to how that money is to be applied.
- 17 AGENCY AND TRUST**
- 17.1 We may enter into this Agreement as agent for another person (whether disclosed or not) and such other person may have, or may acquire title to, or property or an interest in the Equipment or our rights under this Agreement. If you enter into this Agreement as the trustee of any trust you acknowledge, agree and represent that this Agreement binds you both personally and also in your capacity as trustee, that you have power and authority under the trust to enter into this Agreement, that you have the right to be fully indemnified out of the trust property (ahead of the beneficiaries) for all liabilities you incur under this Agreement and you will notify us immediately upon becoming aware that you are to be or have been replaced as the trustee.
- 18 CERTIFICATES AND NOTICES**
- 18.1 Any notice required to be served under this Agreement will be deemed to have been properly served if left at or sent by prepaid post to the last known address, or sent by facsimile to the last notified facsimile number, of the addressee.
- 18.2 Any notice sent by pre-paid post will be taken to have been received six (6) days after the date of posting (and ten (10) days if posting from one country to another) and any facsimile will be taken to have been received when the transmitting machine records that a successful transmission has been made.
- 18.3 You must advise us in writing as soon as practicable if you change your address, phone number or facsimile number.
- 19 POWERS YOU GIVE US**
- 19.1 You give us and our employees authority to do, without notice to you, anything considered by us to be necessary to give effect to this Agreement including the completion or correction of any details in the Schedule, or the doing of anything you should have done under this Agreement and anything we consider to be desirable to protect our rights under this Agreement.
- 19.2 Our rights under clause 19.1 include but are not limited to all rights necessary and full power to sue for and recover any claims for loss or damage to the Equipment under any insurance or otherwise, to compromise any such claim in your name or in the names of You and Us and to give effective releases and receipts in respect of any such claim.

## Technology Licence Agreement

- 19.3 You indemnify us against any loss, damage, costs or claims suffered or incurred by us arising out of actions authorised under this clause 19.
- 20 PERSONAL PROPERTY AND SECURITIES ACT (PPSA)**
- 20.1 In this Agreement unless the context requires otherwise, the terms used in this clause have the meanings given to them in the PPSA.
- 20.2 We may take all such steps as we consider appropriate to register, protect and perfect our position in respect of this Agreement under the PPSA including the registration of one or more financing statements.
- 20.3 You acknowledge that we may register one or more financing statements in relation to our Security Interests under this Agreement.
- 20.4 You waive your rights to receive notice of any verification statement relating to the registration of a financing statement or any financing change statement to the extent permitted under the PPSA.
- 20.5 We may by notice to you at any time, require you to do any of the following things:
- take all steps, and sign all necessary documents to perfect, protect, record or better secure our Security Interest;
  - reimburse us for our costs incurred in attending to registration of our Security Interest under the PPSA; and
  - ensure that this Agreement and any Security Interest is enforceable by us against you or any third party.
- 20.6 To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by us of any security interest provided for by this Agreement, you and we agree that the following provisions of the PPSA do not apply:
- to the extent that section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121 (4), 125, 130, 132(3)(d), 132(4), 135, 138(b)(4), 142 and 143;
  - in addition, to the extent that section 115(7) of the PPSA allows them to be excluded: sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.
- 20.7 You and we agree not to disclose information of the kind set out in section 275 (1) of the PPSA, except in the circumstances required by sections 275 (7) (b) to (e). You agree you will not authorise the disclosure of information under section 275 (7) (c) or request information under section 275 (7) (d) without our prior written approval. However, nothing in this Agreement prevents a disclosure by us that is required to comply with our other obligations under the PPSA and to the extent permitted by the PPSA nothing prevents us from making such disclosures in response to a request made by a party who is not an interested person under section 275 (9) of the PPSA.
- 20.8 You warrant that you have not had any other name in the last five (5) years other than the name in this Agreement (except as notified to us in writing) and you agree not to change your name, ACN (or, if you are a trustee of a trust or partner in a partnership, any ABN allocated to the trust or partnership, including by having an ABN allocated to the trust or partnership) without first providing us thirty (30) days' written notice.
- 21 GENERAL PROVISIONS**
- 21.1 No delay, or the granting of any time or other indulgence by us will affect our rights to enforce your obligations or to exercise any of our rights under this Agreement.
- 21.2 No waiver of our rights may be implied from anything done or omitted to be done by us. Any express waiver by us of any right will not be deemed to extend to any continuing or recurring default by you of your obligations.
- 21.3 Every provision of this Agreement is independent of every other provision. Any provision that is prohibited or unenforceable in any jurisdiction is to the extent of the prohibition or unenforceability, deemed removed without invalidating so far as possible the remainder of the provisions.
- 22 APPLICABLE LAW**
- 22.1 This Agreement is governed by the laws of the state of New South Wales and the parties submit to the jurisdiction of the courts of that State.
- 23 MEANING OF WORDS AND INTERPRETATION**
- 23.1 Words used in these terms have the meaning given below:  
**Acceptance Date** means the date on which this Agreement becomes binding.  
**Billing Period** means the Billing Period set out in the Schedule.  
**Business Day** means Monday to Friday excluding statutory and public holidays in the location of the Equipment.  
**Commencement Date** means the Commencement Date set out in the Schedule or if that is blank the Acceptance Date.  
**Conducting Agent** means any material or additive required to be added to the waste loaded into the Equipment in order to process that waste.  
**Controlling Person** means any person or persons who directly or indirectly and either alone or together with other persons, may control you, including without limitation the capacity to determine the outcome of decisions about your financial and operating policies but does not include the directors of a publicly listed company.  
**Consumables** means any Conducting Agent or Filtering Agent required for the operation of the Equipment.  
**Default Event** means an event described in clause 11.  
**Default Rate** means the 90-day bank bill rate published by Westpac its successors or assigns from time to time plus 5% per annum calculated on the outstanding amount at such intervals as we determine capitalised annually.  
**Equipment** means each and every item of equipment specified in the Schedule and includes any part of it together with all spare parts, or enhancements which may be incorporated in the Equipment during the currency of this Agreement or any replacement Equipment provided during the currency of this Agreement.

## Standard Terms and Conditions

## Technology Licence Agreement

**Filtration Agent** means any material or additive required to be installed or loaded into the Equipment for its continued and efficient use or operation in connection with air filtration.

**Insurance** means any insurance policy or cover required to be obtained by you under clause 7.

**Insolvent** means bankrupt, in receivership, in receivership and management, in liquidation or provisional liquidation, under administration, wound up or subject to any arrangement, assignment or composition, or protected from creditors under any statute or unable to pay your debts as and when they fall due or an event of default (however defined) occurs under any other financing arrangement whether by way of loan, lease, hiring agreement, or other financing arrangement to which you are a party, or you repudiate such financing arrangement.

**Market Value of the Equipment** means the value of the Equipment as determined by a person nominated by us as being experienced in the valuation of equipment of a type similar to the Equipment.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**Rebate Rate** means the rate that when applied to a future Usage Charge or the value of the Equipment will ensure that we will receive the same rate of pre-tax return after that discounting that we would have received from this Agreement if all Usage Charges and other payments had been paid on their respective due dates and we received the Equipment back in its required condition on the last day of the Term or the Extension Term (as applicable).

**Recoverable Amount** means the total of the following: (a) the sum of any Usage Charges due but unpaid as at the date of termination plus (b) the sum of the Usage Charges which would but for the termination have become owing for the balance of the Term (after the deduction of stamp duty and GST where applicable, and a reasonable reduction for savings we will make (if any) because we no longer have to provide the Repair and Maintenance Service), discounted by the Rebate Rate plus (c) any other amount due but unpaid under this Agreement plus (d) any additional loss (including any loss of profit, cost or expense as determined by us) which we incur in breaking or varying any arrangement we made in order to fund the Equipment for the Term.

**Repair and Maintenance Service** means a repair and maintenance service for the Equipment in accordance with clause 8.

**Schedule** means the schedule which appears at the beginning of this Agreement.

**Services** means the services to be provided by us in accordance with the Terms and Conditions.

**Term** means the Term in months as stated on the Schedule.

**Usage Charge** means the Usage Charge as stated in the Schedule.

**We and Us** means Forum Enviro (Aust) Pty Ltd and includes our agents and other authorised representatives.

**You, Your and Customer** means the person named as Customer in the Schedule and each and every one of them jointly and severally.

**Waste Material** includes all material or additives loaded into the Equipment.

23.2 In the interpretation of this Agreement (a) the singular includes the plural and vice versa, any gender includes the other genders and a person includes an individual, body corporate, partnership or governmental corporation or authority, and (b) any warranty, obligation or right which binds or benefits [2] two or more persons under this Agreement binds or benefits those persons jointly and severally.

**Want to  
know more?  
Let's Talk**

**p. 1300 036 786**  
**e. [info@forumenviro.com.au](mailto:info@forumenviro.com.au)**  
**w. [forumenviro.com.au](http://forumenviro.com.au)**

### **Australia**

#### **Sydney.**

Level 5, 141 Walker Street, North Sydney NSW 2060

#### **Melbourne.**

5/10 Duerdin Street, Clayton VIC 3168

#### **Brisbane.**

26 Edmondstone Rd, Bowen Hills QLD 4006

#### **Gold Coast.**

Level 2, 46 Cavill Avenue, Surfers Paradise QLD 4217

#### **Perth.**

Suite 1, 28 Belmont Avenue, Belmont WA 6104

**London, Singapore, Tokyo**

Agreement To. \_\_\_\_\_

Agreement No. \_\_\_\_\_

**Equipment**

Product Description	Serial No.	Location Address
ORCA OG100	OG1007911E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1008014E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1008117E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1008220E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1008323E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1008426E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1008529E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1008632E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1008735E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1008838E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1008941E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1009044E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1009147E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1009250E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1009353E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1009456E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1009559E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1009662E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1009765E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1009868E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1009971E	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100002EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100101EB	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100108EB	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100206EB	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100144EB	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100082EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100020EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100022EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100061EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100100EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100139EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100178EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100217EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100256EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100295EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100334EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100373EB	34 Lidco Street, Arndell Park, NSW 2009



Agreement To \_\_\_\_\_

Agreement No. \_\_\_\_\_

Equipment		
ORCA OG100	OG100412EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100451EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100490EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100529EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100568EB	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100607EB	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG100646EB	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG100685EB	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG100724EB	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG100763EB	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG100802EB	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG100541EB	14 Monash Gate, Jandakot WA 6163
ORCA OG100	OG100580EB	14 Monash Gate, Jandakot WA 6163
ORCA OG100	OG100619EB	14 Monash Gate, Jandakot WA 6163
ORCA OG100	OG100658EB	14 Monash Gate, Jandakot WA 6163
ORCA OG100	OG100697EB	14 Monash Gate, Jandakot WA 6163
ORCA OG100	OG100736EB	14 Monash Gate, Jandakot WA 6163
ORCA OG100	OG100775EB	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505234EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505266EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505298EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505330EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505362EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505394EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505426EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505458EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505490EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505522EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505554EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505586EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505618EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505650EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505682EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505714EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505746EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505778EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505810EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505842EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505874EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505906EA	14 Monash Gate, Jandakot WA 6163

Agreement To: \_\_\_\_\_

Agreement No. \_\_\_\_\_

Equipment		
ORCA OG50	OG505938EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG505970EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG506002EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG506034EA	14 Monash Gate, Jandakot WA 6163
ORCA OG50	OG506066EA	14 Monash Gate, Jandakot WA 6163

### Customer's Signature

Signed for and on behalf of: Veolia Environmental Services (Australia) Pty Ltd

ABN: 20 051 316 584

Signature: *[Handwritten Signature]*

Name of Signatory: PREET BAAR

Title of Signatory: CFO

Date: 13/7/18

Settlement amount calculation

Usage Charges (July TLA - 5/7) 127,200.00 59 monthly payments  
Usage Charges (Aug TLA - 5/6) 147,000.00 60 monthly payments

Discount rate 5.10%  
Day count 365  
Settlement date 8-Aug-18

Table with columns: Day count, National Payment Dates, Adjusted Payment Dates, Settlement Amount, Usage Charges (July TLA - 5/7), Usage Charges (Aug TLA - 5/8), Interest, Cheek, Principal, Balance. Rows include dates from 8-Aug-18 to 31-Jul-23 and a Totals row.

Solve

Check -0.00

## Offer Letter

To: SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40 The Chifley Tower  
2 Chifley Square  
Sydney NSW 2000  
Australia  
Attention: Michael Timpany / Mathew Browne

28 September 2018

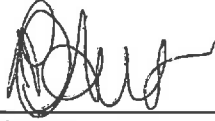
### **Offer Letter – Master Receivables Acquisition and Servicing Agreement between Flexirent Capital Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 2 August 2018 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) (the **Lessee**), in respect of the Technology Licence Agreement – Waste Management executed by the Lessee on 23 August 2018 between the Lessee and Forum Enviro (Aust) Pty Ltd, with a "Commencement Date" of 1 September 2018 (the **TLA**), a copy of each of which is attached to this Offer Letter.
2. The details of the Receivables and Related Assets which are offered for sale are:
  - (a) the Receivables are the "Usage Charge" (as defined in the TLA) and other monetary obligations owing to the Seller under the TLA; and
  - (b) the Related Assets are the "Equipment", as defined in the TLA,  
further details of which are set out in the spreadsheet annexed to this Offer Letter.
3. The Receivables Rights in respect of the Receivables include (without limitation) the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the Contract or Receivable Terms;
  - (b) all claims, rights and remedies of the Seller arising out of or in connection with a breach of, or default under, the Contract or Receivable Terms, or any payment of indemnity insofar as they relate to the payment of the Payments or Related Assets; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the Contract or Receivable Terms (insofar as it relates to the Payments).
4. The Settlement Date is 2 October 2018.
5. The Settlement Amount is \$3,829,312.30.
6. The Settlement Amount is to be paid to the following account:  
  
Account name: Flexirent Capital  
  
BSB: 012-013  
  
Account number: 837591252

7. The Seller confirms that no Event of Default, Servicer Termination Event or Title Perfection Event is subsisting or would result as a result of the transactions contemplated under this Offer Letter.

The "Interpretation" clause of the MRASA applies to this Offer Letter.



Signature

**Ross Aucutt**

**Chief Financial Officer** (name),

being an Authorised Representative of Flexirent Capital Pty Ltd ABN 93 064 046 046.



**Technology Licence Agreement**  
Waste Management

**forum** | **enviro**



# Technology Licence Agreement Waste Management

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2080 ("Forum Enviro") enters into this Technology Licence Agreement with the Customer under which the Customer offers to rent Equipment and accept the Services from Forum Enviro on the terms and conditions of this Agreement.

## Customer Details

Agreement No. \_\_\_\_\_

Customer Name Veolia Environmental Services (Australia) Pty Ltd

Trading Name \_\_\_\_\_ ABN 20 051 316 584

Address Level 4, 65 Pirrama Road Pyrmont NSW Postcode 2009

Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Preferred Method of Contact  Mail  Email

Equipment Description REFER TO ANNEXURE

Location of Equipment REFER TO ANNEXURE

## Commencement, Term and Payments

Commencement Date	<u>1<sup>ST</sup> SEPT 2018</u>	Usage Charge (ex GST)	\$ <u>73,500</u> . 00
Term	<u>60</u>	+ GST	\$ <u>7,350</u> . 00
Billing Period	<input checked="" type="checkbox"/> Monthly	Total	\$ <u>80,850</u> . 00

By signing this Agreement, the Customer acknowledges, agrees and consent to the collection, use, holding and disclosure of information (including personal and credit information) by Forum Enviro (in its own right or as agent for a principal) as set out in the Privacy Disclosure Statement set out on page 2. The Customer acknowledges and agrees that it has had the opportunity and have read, understood and agree to all of the terms in the Terms and Conditions of this Agreement and further agree that this Schedule together with those Terms and Conditions constitute the entire agreement between us, that no other representations have been relied upon by the Customer in entering into this Agreement and that all information provided by the Customer either in this Agreement (including all Client information) or in connection with it, is true and correct.

## Customer's Signature 1

Executed for and on behalf of the Customer by its duly authorised signatory:

Name PREET BRAR Title Chief Financial Officer Signature [Signature]

Witness Signature [Signature] Print Name BILL PAPAS Date 23.8.18

## Customer's Signature 2

Executed for and on behalf of the Customer by its duly authorised signatory:

Name JULIAN GAILLARD Title Company Secretary Signature [Signature]

Witness Signature [Signature] Print Name BILL PAPAS Date 23.8.18

## Acceptance

By accepting the Customer's offer as set out in the Schedule and the Terms and Conditions of this Agreement, Forum Enviro agrees to be bound by this Agreement.

FORUM ENVIRO hereby enters into this Agreement. \_\_\_\_\_

Authorised Officer BILL PAPAS

Signature [Signature] Date of Acceptance 3/9/18

## Business Purpose Declaration

To be signed by individuals (including sole traders, partners, employees and individual trustees) and by strata corporations only. I/We declare that the Equipment to be hired by the Customer from Forum Enviro (Aust) Pty Ltd is to be hired wholly or predominantly for business purposes.

### IMPORTANT

You should **only** sign this declaration if Equipment is hired wholly or predominantly for business purposes. By signing this declaration you may **lose** your protection under the National Credit Code.

Signed by the Customer on: Date \_\_\_\_\_

Execution by Individual: Name \_\_\_\_\_ Signature \_\_\_\_\_

# Technology Licence Agreement

## Privacy Act

Our Privacy Policy and our Credit Reporting Policy is available on our website at [www.forumgroup.com.au](http://www.forumgroup.com.au) or we can provide written copies to you on request.

### Acknowledgement and Consent to the Disclosure of Information

By signing below, I acknowledge that you may collect, use, hold disclose and manage my personal information (including identifying information required to comply with anti-money laundering and counter terrorism financing laws) to:

- assess my consumer or commercial credit application, to assess a credit application by a company of which I am director or to assess my capacity to act as a guarantor;
- source any finances I may require; and
- as the law otherwise authorises or requires.

I acknowledge and agree that you may:

- disclose to and obtain from any prospective credit provider, information about me that is reasonably necessary to obtain any finance I require;
- disclose to and obtain from any third party information about me that is reasonably necessary to assist obtaining the finance required;
- provide my information including credit reports to one or more of the credit providers set out in the Schedule of Credit Providers disclosed on your website so that they can assess my application, the application of a company of which I am a director or my suitability to act as a guarantor;
- provide credit information about me to a guarantor or prospective guarantor;
- disclose my personal or credit information to the extent permitted by law to other organisations that provide us with services such as contractors, agents, printers, mail houses, lawyers, collection agencies, document custodians, securitisers and computer systems consultants or providers so that they can perform those services for us; and
- disclose my personal information to any other organisation that may wish to acquire or has acquired an interest in our business or any rights under your contract with us or the contract with us of a company of which you are a director.

I also agree and consent to:

- a Credit Reporting Body (CRB) disclosing consumer credit information to one or more of the credit providers set out on your website for the purpose of assessing my application for commercial credit, the application of a company of which I am a director, or my application to act as guarantor;
- if I have made an application to become a guarantor a credit provider using that information to assess my suitability to be a guarantor;
- a credit provider disclosing my credit information (including information obtained by it from a CRB) to a guarantor or prospective guarantor; and
- a credit provider disclosing to another credit provider, for a particular purpose information it holds about me.

Where the applicant is a company of which I am a director I consent to the use of my information in addition to the company's information, in each of the ways listed above.

### Authorisation

By signing this acknowledgement and consent I also authorise you to make a request on my behalf to obtain credit reporting information about my consumer and commercial credit worthiness from a CRB. That information will assist you in providing services to me. This authorisation ceases when we undertake a task on behalf of a credit provider.

### We may action on behalf of an undisclosed principal

By signing this acknowledgment and consent, I also acknowledge that you may collect, use, hold, disclose and manage information about me or do any of the things set out in this acknowledgment and consent in your own right or as agent for a principal (whether disclosed or not). The information in this acknowledgment and consent is given by us and any principal (whether disclosed or not).

### Other Services

I agree that you may provide me or provide to a company of which I am a Director offers or information of other goods or services you or any of your associated entities, may be able to provide to me or the company unless I have ticked the box below.

I do not consent to the use of my personal information for other services listed above.

I acknowledge that I can contact you and request access to my personal information (subject to any permitted exceptions) to verify that it is correct by contacting your Privacy Officer on 1300 086 786. In some cases an administration fee may be charged to cover the cost of retrieval.

### Name and signature giving their consent as applicant or guarantor

Name	_____	Name	_____
Signature	_____	Signature	_____
Drivers Licence	_____	Drivers Licence	_____
Date	_____	Date	_____



## Standard Terms and Conditions

- 1 OFFER AND ACCEPTANCE**
- 1.1 You have irrevocably offered to rent the Equipment from us by signing the Schedule.
- 1.2 This Agreement only becomes binding on us when we accept that offer. Our acceptance of that offer will only occur if we notify you that we have signed this Agreement. That is the only way in which we may be deemed to have accepted your offer.
- 1.3 Our acceptance of your offer may be subject to a guarantee given by someone nominated by You and acceptable to Us or other conditions of entry.
- 2 TERM AND COMMENCEMENT**
- 2.1 The Term of this Agreement begins on the first day of the calendar month immediately following the Commencement Date and continues until it is terminated in accordance with the provisions of this clause 2.
- 2.2 If you wish this Agreement to terminate on the expiration of its Term you must provide at least 3 months (and no more than 6 months) prior written notice before the end of that Term, otherwise this Agreement will be automatically extended for an additional 6 calendar months (Extension Term).
- 2.3 If this Agreement is extended under clause 2 you may terminate this Agreement from the expiration of the Extension Term by giving us at least 3 months prior written notice. If you do not give us this notice this Agreement will be extended for a further Extension Term and this provision will continue to apply to each successive Extension Term.
- 2.4 We may terminate this Agreement at any time from the expiration of its original Term by giving you at least one (1) month's prior written notice.
- 2.5 Any notice of termination given by the Customer will only take effect from the date on which the next Usage Charge is due after expiration of the required notice period and you will remain liable for payment of the Usage Charges until the termination notice takes effect and for any Usage Charges accrued in that period.
- 3 DELIVERY OF EQUIPMENT AND RISK**
- 3.1 Following acceptance of this Agreement we will deliver and install the Equipment.
- 3.2 You agree that you have satisfied yourself as to the identity, condition, merchantable quality and fitness for your purpose of the Equipment.
- 3.3 You agree that subject to clause 8 you are responsible for the care of the Equipment and that you are responsible to ensure that the Equipment is used only in accordance with the manufacturer's instructions and recommendations and any user or operating manuals, and that the Equipment is kept in good working order.
- 3.4 You agree that risk in the Equipment passes to you on delivery.
- 4 OUR OWNERSHIP RIGHTS**
- 4.1 The Equipment is our property. You are a bailee of the Equipment only and have no right to purchase or acquire any interest in it. You agree that we are the owner of the Equipment.
- 4.2 You agree that we may have entered into this Agreement in any capacity we chose including as the agent of an undisclosed principal and that we may charge or deal with our interests in this Agreement (including by transfer or assigning those interests to another person) in any way without notice to you and without your consent.
- 5 PAYMENT OF USAGE CHARGES AND OTHER AMOUNTS**
- 5.1 We will invoice the Usage Charges for each Billing Period in advance.
- 5.2 From the Commencement Date you must pay us the Usage Charges for each Billing Period in advance by the last Business Day of the calendar month immediately preceding the start of each Billing Period until this Agreement is terminated.
- 5.3 If the Commencement Date is not the first day of a month then you must pay us a charge for the number of calendar days from the Commencement Date to and including the last day of that calendar month being a proportion of the Usage Charges calculated on a pro rata basis. We will invoice any charge under this clause 5.3 in arrears and you must pay our invoice at the same time as the Usage Charges are due for the immediately following Billing Period.
- 5.4 Your obligation to pay the Usage Charges and to pay any other money due under this Agreement is absolute and unconditional. Without limitation your payment obligations will continue notwithstanding any defect in, breakdown, accident, theft or damage to or non-performance of the Equipment. Your payment obligations are absolute and are not subject to reduction or set off for any reason.
- 5.5 The Usage Charges must be paid by direct debit and all other amounts payable must be paid by either direct debit or electronic funds transfer in accordance with our payment procedures as notified to you from time to time, unless we agree otherwise in writing.
- 5.6 A payment you make to us is not considered to have been made until we have received it in cleared funds.
- 5.7 You must pay interest to us on any money payable under this Agreement but unpaid when due including on any damages payable in connection with it, at the Default Rate.
- 5.8 You must pay or reimburse us for all duties, taxes (including goods and services tax) and other government charges which are payable by you or us in connection with the Equipment, its use, possession or operation or which are payable in connection with this Agreement.
- 5.9 In this subclause GST, Input Tax Credit, Input Taxed and Taxable Supply has the same meanings as under a New Tax System (Goods and Services) Act 1999 (Cth). Unless an amount in this Agreement is expressed to be inclusive of GST, if we are, or become liable to pay GST in relation to a Taxable Supply made to you in connection with this Agreement, then in addition to any other amounts payable or consideration provided by you, you must at the same time pay to

## Technology Licence Agreement

- us an amount equal to the amount of GST we have to pay, however we must reduce this amount by the amount of any Input Tax Credit that we are entitled to claim in respect of the payment, cost, expense, or liability.
- 5.10 You agree that the Usage Charges will be reviewed annually and we may increase the Usage Charges by any increase in the cost to us of performing our obligations under this Agreement. An increase in the Usage Charges under this clause will take effect from the relevant anniversary of the Commencement Date or on such later date as we nominate provided we have given you at least thirty (30) days prior notice of the increase.
- 5.11 You must pay us all costs and expenses including legal costs which we incur in exercising any of our rights under this Agreement including any amount we pay to release a lien claimed by anyone over Equipment, or to remedy any breach of your obligations under this Agreement.
- 5.12 If you fail to pay any amount owing under this Agreement on time we may stop providing the Repair and Maintenance Service and or the Consumables until all outstanding amounts have been paid in full.
- 5.13 Except where you are liable to pay a Recoverable Amount, upon any early termination of this Agreement you agree to pay in addition to any other money we require you to pay us under this agreement, as compensation for the loss of future rentals, a payout administration fee equivalent to the Usage Charges for three (3) months.
- 6 YOUR WARRANTIES AND ACKNOWLEDGEMENTS**
- 6.1 You acknowledge and agree that clauses 5, 6.2, 7, 6.1, 6.3, 6.5, 6.9, 6.15 to 6.21 inclusive, 9.4 and 9.9 are fundamental terms of this Agreement.
- 6.2 You warrant to us that: (a) all information which you have given us is correct and not misleading, (b) in entering into this Agreement you have not relied upon any conduct of or statement made by us or anyone acting on our behalf concerning the effect on you of your entry into this Agreement, your financial affairs or taxation position, the classification of this transaction under the Australian Accounting Standards, the quality of the Equipment, its suitability for any purpose or its performance, (c) the Equipment will be used solely or mainly for the purpose of carrying on your business and not for any other purpose; (d) you have satisfied yourself that the Equipment complies with its description, is in good working order and condition, is of merchantable quality and suitable for your purposes and that you have relied on your own skill and judgement in choosing the Equipment; (e) You are authorised to enter into this Agreement and in doing so are not in breach of any authorisations or regulations affecting or controlling you or your business; (f) Unless stated in the Customer Details you have not entered into this Agreement as the trustee of any trust and (g) You are not insolvent and will not become insolvent during the Term.
- 6.3 You are not entitled to any compensation or remedy in connection with the performance or servicing of the Equipment, warranties or the use or other benefits which you may or may not obtain from the Equipment or any related services which are not expressly provided for in this Agreement.
- 6.4 You acknowledge that the Usage Charges may include amounts for any commissions, fees or other remuneration that we have paid or will pay on account of this Agreement including any commission payable to any broker, agent, dealer or other person who introduces you to us or us to you.
- 6.5 You acknowledge that the moneys payable under this Agreement may include a payout component from previous agreements.
- 7 INSURANCE**
- 7.1 You must at all times from the Commencement Date of this Agreement and during any time after the Commencement Date where the relevant Equipment has not been returned to us maintain public liability insurance for injury or damage caused by the use of the Equipment, property insurance against loss or damage to the Equipment for all risks at its Market Value (and we may notify you what this amount should be) and any other insurance policies which we reasonably require.
- 7.2 Both the insurer and the terms of the Insurance must be approved by us in writing. You must note our interests on all policies as a co-insured and produce the policy documents, certificates of currency or proof of payment whenever we request you to do so.
- 7.3 You must not: (a) do or fail to do anything which may result in any Insurance claim being refused or not met in full, (b) vary any insurance in any material respect without our consent, or (c) enforce, conduct, settle or compromise any Insurance claim without our consent.
- 7.4 You must notify us of all circumstances which may entitle a claim to be made under any Insurance.
- 7.5 You must forward to us any proceeds or any payment of any entitlement sent to you under any insurance unless we agree otherwise. Any amount we receive under this clause may be applied by us towards the repair or replacement of the Equipment, or the reduction of your liability to us, at our discretion.
- 7.6 Any money we receive under any insurance for loss or damage to the Equipment which is not applied toward the repair or replacement of the Equipment will be applied as follows: (a) first in reimbursing any costs incurred by us in obtaining or attempting to obtain any of this money, (b) second, in reduction of any amount payable by you under clauses 12, 13, or 14; (c) third, in refunding any amount you have paid to us under clauses 12, 13, or 14 and (d) the balance if any is for us to keep.
- 8 USE, MAINTENANCE AND REPAIR**
- 8.1 You must only use the Equipment for the purpose for which it was designed and in accordance with the manufacturer's instructions and any user or operator manuals including but not limited to instructions in connection with the maximum capacity of the Equipment.
- 8.2 The Usage Charges include the provision of the Repair and Maintenance Service and the Consumables for the Equipment by us.

## Standard Terms and Conditions

- 8.3 You must otherwise maintain the Equipment in good working order and condition at all times and in accordance with the manufacturer's specifications and recommendations and this clause 8.
- 8.4 We will provide sufficient Consumables required for the continued operation of the Equipment.
- 8.5 You acknowledge that the Equipment requires the use of a Conducting Agent which must be replenished from time to time in accordance with the manufacturer's instructions. We will replenish the Equipment with the Conducting Agent as required following receipt of your notification. You agree to notify us promptly upon the Equipment indicating that a Conducting Agent requires replenishing.
- 8.6 The Repair and Maintenance Service is available each Business Day between 8:30 am to 4:30pm and includes the provision of spare parts unless excluded by clause 8.14.
- 8.7 The Repair and Maintenance Service includes a monthly inspection check service by us to ascertain that the Equipment is operating within the manufacturer's specifications.
- 8.8 If we ascertain that the Equipment requires any repair or maintenance during a check service under clause 8.7 we will carry out such repair or maintenance at no cost subject to this clause 8.
- 8.9 You must advise us immediately by email or such other method that we may notify you from time to time if you are aware or ought reasonably to have been aware that the Equipment was not functioning to its specifications.
- 8.10 Provided you are not in breach of this clause 8 or this Agreement if the Equipment is not operating within the manufacturer's specifications we will rectify the Equipment within a reasonable time of receiving your notice under clause 8.9.
- 8.11 If the Equipment is not operable due to a fault in the Equipment for any period of more than 24 hours from receipt of a notice under clause 8.9 received on a Business Day or within 24 hours of the commencement of the next Business Day following such notice received on a non-Business Day then you agree that at our option we may either:
- (a) arrange for the removal and disposal of any excess waste which could not be processed by the Equipment whilst it was inoperable ourselves and at our cost; or
  - (b) pay you the costs of you arranging the removal and disposal of any excess waste which could not be processed by the Equipment whilst it was inoperable.
- 8.12 You agree that your right to any compensation by way of damages or otherwise in relation to the Equipment being inoperable is limited to your rights to have the excess waste removed and disposed of or for us to pay for you to arrange its removal and disposal under clause 8.11 and you release us from any further claim or obligations.
- 8.13 The Repair and Maintenance Service does not include service outside of the hours in clause 8.6 or service or maintenance excluded under clause 8.14. If we supply you with parts or service or Consumables which is not included in the Maintenance and Repair Service you must reimburse us for the costs of providing that service or item at our then current retail price for the item or at our then current hourly rate for provision of that service as applicable.
- 8.14 The Repair and Maintenance Service does not include maintenance or repair that:
- (a) you request to be carried out any time other than during the hours of 8:30 am to 4:30pm on a Business Day;
  - (b) which is required because materials other than those approved by us for use in the Equipment were used or because modifications, alterations or repairs were carried out by others without our consent;
  - (c) which is required because of your neglect of the Equipment, or due to damage or misuse by you contrary to the manufacturer's recommendations and instructions or contrary to any user or operator's manual or which is required due to any other breach by you of this clause 8.
- 8.15 You must only allow suitably qualified, trained and experienced personnel to operate the Equipment.
- 8.16 The Equipment must remain in your personal control and possession at all times and you must not enter into any agreement with anyone in relation to the Equipment or do anything which may prejudice our rights in the Equipment.
- 8.17 You must only allow qualified personnel to undertake any repairs or other service to the Equipment and not do anything which may cause such person to believe that we will be responsible for that person's account.
- 8.18 You must not make any alteration or addition to the Equipment.
- 8.19 You must not remove the Equipment from the location set out in the Schedule without our prior written consent which we will not withhold unreasonably but which may be conditional. If we consent to the relocation of the Equipment the relocation must be performed by us or by service providers nominated by us and you agree to pay the cost of such relocation at our then current rates.
- 8.20 You must keep the Equipment secure from theft or damage and not do or allow anything to be done which is likely to jeopardise its safety, condition or value.
- 8.21 You agree that we may carry out any repairs to the Equipment we consider necessary or desirable or replace the Equipment with equipment of similar or greater capacity or functionality, at any time and at our sole discretion. You also agree that we may install such other enhancements or make such other changes to the Equipment as we deem necessary or desirable at our sole discretion to enhance the performance or reliability of the Equipment. You agree to give us access to your premises for the purposes set out in this clause 8.21 on receipt of reasonable notice.
- 9 YOUR FURTHER OBLIGATIONS
- 9.1 You must notify us immediately of any change in your address.

## Technology Licence Agreement

- 9.2 You must ensure we have access to any premises where the Equipment is located and produce it for our inspection, for testing, or so that we may exercise our rights in relation to it, at any time we request you to do so. We will give you reasonable prior notice unless we consider we must act quickly in order to protect our interests in the Equipment.
- 9.3 You must notify us immediately following any loss or damage to the Equipment.
- 9.4 You must not assign this Agreement, or any of your rights under it without our prior written consent and any purported assignment without such consent will be invalid and of no effect.
- 9.5 You must provide us with copies of your financial statements and other information reasonably requested by us during the Term.
- 9.6 You indemnify us on demand: (a) against any claims and any costs arising in connection with the use, operation or your possession of the Equipment and (b) against any claims, costs, losses or damage we suffer or incur in connection with your breach of this Agreement being terminated before the end of its Term.
- 9.7 You indemnify us, our agents and our employees against all loss (including loss of bargain or profit), damage, liabilities, costs, taxes, charges and expenses (including legal expenses on a full indemnity basis) of whatever kind or nature arising directly or indirectly from (a) any claim or demand made by a third party and (b) any damage to property or death of or injury to any person, suffered or sustained in connection with the Equipment.
- 9.8 You must not sell, hire, dispose, sublet, or part with possession of, or create or permit to subsist any security interest that is not in our favour in, the Equipment or any interest in the Equipment or agree or attempt to do so without our prior written consent.
- 9.9 You must, if requested by us, provide written confirmation to us from any person to whom you have granted any security interests before the date of this Agreement including over any of your assets or undertakings (and prior to any person registering any new security interest) that such person acknowledges that: (a) the Equipment belongs to us, (b) that we may remove the Equipment in accordance with the terms of this Agreement and (c) the Equipment is not subject to any security interest held by such person.
- 10 IMPLIED WARRANTIES AND LIMITATION OF LIABILITY
- 10.1 To the full extent permitted by law all express and implied terms, conditions and warranties (other than any set out in this Agreement) are excluded. We are not liable for any damage, injury or loss to any person or property arising out of the possession, operation or use of the Equipment. Whether or not Schedule 2 of the Competition and Consumer Law 2010 (Cth) or any law of similar effect applies, our liability for anything related to the Equipment and its use including damage or economic and consequential loss is limited to the maximum extent permitted by law. In any event our liability is limited to either: (a) the replacement or the cost of the replacement of the relevant Equipment; or (b) the repair or the cost of repair of the relevant Equipment, at our option and in the case of any services (c) the resupply of the services or (d) payment of the cost of the resupply of those services, at our option.
- 10.2 Except as provided in clause 10.1 we will not be liable to you or any person claiming under you in contract, tort or otherwise for or in respect of any direct, indirect, or consequential loss, damage, expense or injury suffered by you or any other person arising in connection with this Agreement, its performance, any delay in its performance or non-performance due to our negligence or default or any error (whether negligent or not) in information supplied to you either before or after the date of this Agreement in connection with it, the Equipment, or the Services.
- 11 DEFAULT EVENTS
- 11.1 A Default Event of this Agreement occurs if (a) You fail to pay any one or more notice by us requiring payment to be made (b) You fail to pay any one or more Usage Charges in whole or in part and also fail to comply with any subsequent undertaking (written or oral) given by you to us in respect of that default, (c) You default in complying with any of your obligations in clause 7 (insurance) (d) You purport to assign or in any way deal with the Equipment or any of your rights under this Agreement, (e) the Equipment is lost or destroyed or we form the opinion that the Equipment is so damaged as to make its repair uneconomical, (f) You default in complying with any other obligation under this Agreement and that default is not remedied within 14 days of us giving you notice of the default; (g) You are a corporation and action is taken by you or another person on the basis that you are insolvent; (h) You are an individual and you die or become incapable of managing your own affairs by reason of mental illness or other condition, (i) You are a partnership and that partnership is dissolved or application is made to a court for its dissolution, (j) the holder of any security given at any time over any of your assets becomes entitled to exercise any powers arising on default pursuant to that security or otherwise takes action to enforce the security, (k) an event described in (d), (f) and (g) to (j) occurs in relation to any guarantor of your obligations under this Agreement or the guarantor if an individual becomes or becomes liable to be declared a bankrupt, (l) any representation or warranty given by you in connection with this Agreement is untrue, false or misleading (whether by omission or otherwise), or (m) due to a change in the ultimate holding company of the Customer, as at the date of this agreement ceases to own (directly or indirectly) all of the shares in the Customer or ceases to control the Customer, where "ultimate holding company" and "control" have the meaning given in section 9 of the Corporations Act 2001.
- 12 OUR RIGHTS UPON A DEFAULT EVENT
- 12.1 If a Default Event occurs, you will be deemed to have repudiated this Agreement.
- 12.2 If a Default Event occurs we will be entitled to terminate this Agreement by written notice to you or, if we consider that the Equipment or our rights upon termination may be adversely affected if we do not immediately take

## Standard Terms and Conditions

- possession of the Equipment, we may terminate this Agreement by taking or attempting to take possession of the Equipment without giving you written notice in advance of termination.
- 12.3 Upon termination under clause 12.2 you are immediately liable to pay us, without need of prior demand and both by way of liquidated damages arising from the Default Event and from early termination of this Agreement, the Recoverable Amount together with any other amounts payable under this Agreement.
- 12.4 If we terminate this Agreement following a Default Event described in clause 11.1(e) the amount payable under clause 12.3 will be the Recoverable Amount plus (as compensation for the loss of the Equipment) the Market Value which the Equipment would have had if it had not been lost, destroyed or so damaged, assuming that it was in excellent condition for its age prior to that event.
- 13 OBLIGATIONS AT THE END OF HIRING
- 13.1 At the end of this Agreement (howsoever that occurs) you must return the Equipment to us in good working order and good condition (fair wear and tear excepted). We are entitled to possession of the Equipment and you must immediately give us access to uninstall and remove the Equipment at your cost and do all things necessary to transfer to us any registration, licence or certificate in connection with the Equipment including paying all fees costs or duties connected with doing so.
- 13.2 If the Equipment is not returned to us at the end of this Agreement (with or without our consent) you must pay us by way of rental or as damages for your failure to return the Equipment an amount equal to one day's proportion of the Usage Charges for each day until the Equipment is returned to us.
- 13.3 If you do not return the Equipment to us when you are due to do so and we are not able to recover possession of it within a reasonable time we may, without prior notice to you, declare it to be lost and you must pay us compensation for this loss calculated as at the date of such declaration in accordance with clause 12.3.
- 14 VALUE OF EQUIPMENT ON TERMINATION
- 14.1 When the Equipment is returned to our possession upon any termination (whether early or not) you must pay the amount we notify you as being: (a) the difference between the Market Value of the Equipment and the Market Value of other equipment of the same type which is in good condition for a similar age; or (b) at our choice, and provided this is less than the amount which would be payable under (a), the cost of repairing the Equipment to such a condition.
- 14.2 Upon early termination under clause 12.2 we will credit you with any amount by which the net proceeds of any sale of the Equipment (after deduction of all costs and expenses of sale including storage) exceed the amount which we have provided for in our records as the value of the Equipment at the expiration of the Term but after that value has been rebated by application of the Rebate Rate over the period between the date of the termination and the date when the Term would have expired.
- 15 COMMISSIONS
- 15.1 You agree that we may pay a commission, fee or other remuneration to any broker, agent, dealer or other person who introduces you to us or us to you.
- 16 APPROPRIATION OF PAYMENTS
- 16.1 We may apply any money received from you or from anyone else on your behalf, to any money owing by you to us whether in connection with this Agreement or otherwise, and we may disregard any directions you give us as to how that money is to be applied.
- 17 AGENCY AND TRUST
- 17.1 We may enter into this Agreement as agent for another person (whether disclosed or not) and such other person may have, or may acquire title to, or property or an interest in the Equipment or our rights under this Agreement.
- 17.2 If you enter into this Agreement as the trustee of any trust you acknowledge, agree and represent that this Agreement binds you both personally and also in your capacity as trustee, that you have power and authority under the trust to enter into this Agreement, that you have the right to be fully indemnified out of the trust property (ahead of other beneficiaries) for all liabilities you incur under this Agreement and you will notify us immediately upon becoming aware that you are to be or have been replaced as the trustee.
- 18 CERTIFICATES AND NOTICES
- 18.1 Any notice required to be served under this Agreement will be deemed to have been properly served if left at or sent by prepaid post to the last known address, or sent by facsimile to the last notified facsimile number, of the addressee.
- 18.2 Any notice sent by pre-paid post will be taken to have been received six (6) days after the date of posting (and ten (10) days if posting from one country to another) and any facsimile will be taken to have been received when the transmitting machine records that a successful transmission has been made.
- 18.3 You must advise us in writing as soon as practicable if you change your address, phone number or facsimile number.
- 19 POWERS YOU GIVE US
- 19.1 You give us and our employees authority to do, without notice to you, anything considered by us to be necessary to give effect to this Agreement including the completion or correction of any details in the Schedule, or the doing of anything you should have done under this Agreement and anything we consider to be desirable to protect our rights under this Agreement.
- 19.2 Our rights under clause 19.1 include but are not limited to all rights necessary and full power to sue for and recover any claims for loss or damage to the Equipment under any insurance or otherwise, to compromise any such claim in your name or in the names of You and Us and to give effective releases and receipts in respect of any such claim.

## Technology Licence Agreement

- 19.3 You indemnify us against any loss, damage, costs or claims suffered or incurred by us arising out of actions authorised under this clause 19.
- 20 PERSONAL PROPERTY AND SECURITIES ACT (PPSA)
- 20.1 In this Agreement unless the context requires otherwise, the terms used in this clause have the meanings given to them in the PPSA.
- 20.2 We may take all such steps as we consider appropriate to register, protect and perfect our position in respect of this Agreement under the PPSA including the registration of one or more financing statements.
- 20.3 You acknowledge that we may register one or more financing statements in relation to our Security Interests under this Agreement.
- 20.4 You waive your rights to receive notice of any verification statement relating to the registration of a financing statement or any financing change statement to the extent permitted under the PPSA.
- 20.5 We may by notice to you at any time, require you to do any of the following things:
- (a) take all steps, and sign all necessary documents to perfect, protect, record or better secure our Security Interest;
  - (b) reimburse us for our costs incurred in attending to registration of our Security Interest under the PPSA; and
  - (c) ensure that this Agreement and any Security Interest is enforceable by us against you or any third party.
- 20.6 To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by us of any security interest provided for by this Agreement, you and we agree that the following provisions of the PPSA do not apply:
- (a) to the extent that section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121 (4), 125, 130, 132(3)(d), 132(4), 135, 138(b)(4), 142 and 143;
  - (b) in addition, to the extent that section 115(7) of the PPSA allows them to be excluded: sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.
- 20.7 You and we agree not to disclose information of the kind set out in section 275 (1) of the PPSA, except in the circumstances required by sections 275 (7) (b) to (e). You agree you will not authorise the disclosure of information under section 275 (7) (c) or request information under section 275 (7) (d) without our prior written approval. However, nothing in this Agreement prevents a disclosure by us that is required to comply with our other obligations under the PPSA and to the extent permitted by the PPSA nothing prevents us from making such disclosures in response to a request made by a party who is not an interested person under section 275 (9) of the PPSA.
- 20.8 You warrant that you have not had any other name in the last five (5) years other than the name in this Agreement (except as notified to us in writing) and you agree not to change your name, ACN (or, if you are a trustee of a trust or partner in a partnership, any ABN allocated to the trust or partnership, including by having an ABN allocated to the trust or partnership) without first providing us thirty (30) days' written notice.
- 21 GENERAL PROVISIONS
- 21.1 No delay, or the granting of any time or other indulgence by us will affect our rights to enforce your obligations or to exercise any of our rights under this Agreement.
- 21.2 No waiver of our rights may be implied from anything done or omitted to be done by us. Any express waiver by us of any right will not be deemed to extend to any continuing or recurring default by you of your obligations.
- 21.3 Every provision of this Agreement is independent of every other provision. Any provision that is prohibited or unenforceable in any jurisdiction is to the extent of the prohibition or unenforceability, deemed removed without invalidating so far as possible the remainder of the provisions.
- 22 APPLICABLE LAW
- 22.1 This Agreement is governed by the laws of the state of New South Wales and the parties submit to the jurisdiction of the courts of that State.
- 23 MEANING OF WORDS AND INTERPRETATION
- 23.1 Words used in these terms have the meaning given below:
- Acceptance Date** means the date on which this Agreement becomes binding.
  - Billing Period** means the Billing Period set out in the Schedule.
  - Business Day** means Monday to Friday excluding statutory and public holidays in the location of the Equipment.
  - Commencement Date** means the Commencement Date set out in the Schedule or if that is blank the Acceptance Date.
  - Conducting Agent** means any material or additive required to be added to the waste loaded into the Equipment in order to process that waste.
  - Controlling Person** means any person or persons who directly or indirectly either alone or together with other persons, may control you, including without limitation the capacity to determine the outcome of decisions about your financial and operating policies but does not include the directors of a publicly listed company.
  - Consumables** means any Conducting Agent or Filtering Agent required for the operation of the Equipment.
  - Default Event** means an event described in clause 11.
  - Default Rate** means the 90-day bank bill rate published by Westpac its successors or assigns from time to time plus 5% per annum calculated on the outstanding amount at such intervals as we determine capitalised annually.
  - Equipment** means each and every item of equipment specified in the Schedule and includes any part of it together with all spare parts, or enhancements which may be incorporated in the Equipment during the currency of this Agreement or any replacement Equipment provided during the currency of this Agreement.

## Standard Terms and Conditions

## Technology Licence Agreement

**Filtering Agent** means any material or additive required to be installed or loaded into the Equipment for its continued and efficient use or operation in connection with air filtration.

**Insurance** means any insurance policy or cover required to be obtained by you under clause 7.

**Insolvent** means bankrupt, in receivership, in receivership and management, in liquidation or provisional liquidation, under administration, wound up or subject to any arrangement, assignment or composition, or protected from creditors under any statute or unable to pay your debts as and when they fall due or an event of default (however defined) occurs under any other financing arrangement whether by way of loan, lease, hiring agreement, or other financing arrangement to which you are a party, or you repudiate such financing arrangement.

**Market Value of the Equipment** means the value of the Equipment as determined by a person nominated by us as being experienced in the valuation of equipment of a type similar to the Equipment.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**Rebate Rate** means the rate that when applied to a future Usage Charge or the value of the Equipment will ensure that we will receive the same rate of pre-tax return after that discounting that we would have received from this Agreement if all Usage Charges and other payments had been paid on their respective due dates and we received the Equipment back in its required condition on the last day of the Term or the Extension Term (as applicable).

**Recoverable Amount** means the total of the following: (a) the sum of any Usage Charges due but unpaid as at the date of termination plus (b) the sum of the Usage Charges which would but for the termination have become owing for the balance of the Term (after the deduction of stamp duty and GST where applicable, and a reasonable reduction for savings we will make (if any) because we no longer have to provide the Repair and Maintenance Service), discounted by the Rebate Rate plus (c) any other amount due but unpaid under this Agreement plus (d) any additional loss (including any loss of profit, cost or expense as determined by us) which we incur in breaking or varying any arrangement we made in order to fund the Equipment for the Term.

**Repair and Maintenance Service** means a repair and maintenance service for the Equipment in accordance with clause 8.

**Schedule** means the schedule which appears at the beginning of this Agreement.

**Services** means the services to be provided by us in accordance with the Terms and Conditions.

**Term** means the Term in months as stated on the Schedule.

**Usage Charge** means the Usage Charge as stated in the Schedule.

**We and Us** means Forum Enviro (Aust) Pty Ltd and includes our agents and other authorised representatives.

**You, Your and Customer** means the person named as Customer in the Schedule and each and every one of them jointly and severally.

**Waste Material** includes all material or additives loaded into the Equipment.

23.2

In the interpretation of this Agreement (a) the singular includes the plural and vice versa, any gender includes the other genders and a person includes an individual, body corporate, partnership or governmental corporation of authority, and (b) any warranty, obligation or right which binds or benefits (2) two or more persons under this Agreement binds or benefits those persons jointly and severally.

Want to  
know more?  
Let's Talk

**T. 1300 036 786**  
**E. [info@forumenviro.com.au](mailto:info@forumenviro.com.au)**  
**W. [forumenviro.com.au](http://forumenviro.com.au)**

### Australia

**Sydney.**  
Level 5, 141 Walker Street, North Sydney NSW 2060

**Melbourne.**  
5/10 Ouerdin Street, Clayton VIC 3168

**Brisbane.**  
26 Edmondstone Rd, Bowen Hills QLD 4005

**Gold Coast.**  
Level 2, 46 Cavill Avenue, Surfers Paradise QLD 4217

**Perth.**  
Suite 1, 28 Belmont Avenue, Belmont WA 6104

**London, Singapore, Tokyo**

Agreement To. \_\_\_\_\_ Agreement No. \_\_\_\_\_

**Equipment**

Product Description	Serial No.	Location Address
ORCA OG100	OG1002390G	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002394G	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002392G	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002399G	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1003363G	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1003364G	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1003366G	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1003369G	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1003326G	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1003327G	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1003330G	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1003445G	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1003447G	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1003448G	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1003450G	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1003444G	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1003449G	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1003452G	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1003453G	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1003456G	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1003457G	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1003459G	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1003460G	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1003462G	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1003466G	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG507133EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507145EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507177EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507199EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507221EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507243EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507265EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507387EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507507EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG507529EA	540 Churchill Rd, Kilburn SA 5084

Initials: \_\_\_\_\_

Agreement To. \_\_\_\_\_ Agreement No. \_\_\_\_\_

### Equipment

Product Description	Serial No.	Location Address
ORCA OG50	OG507551EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG507573EA	540 Churchill Rd, Kilburn SA 5084

### Customer's Signature

Signed for and on behalf of: VEOLIA ENVIROMENTAL SERVICES (AUSTRALIA) PTY LTD  
 ABN: 20 051 316 584  
 Signature: [Handwritten Signature]  
 Name of Signatory: PREET BARR  
 Title of Signatory: CFO Date: 23.8.18

**From:** [scanner@forumgroup.com.au](mailto:scanner@forumgroup.com.au)  
**To:** [Bill Papas](#)  
**Subject:** Message from KMBT\_C454e  
**Date:** Wednesday, 10 October 2018 3:26:55 PM  
**Attachments:** [SKMBT\\_C454e18101014510.pdf](#)

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## TLA Deal Sheet

TO: <u>FLEXI CAPITAL</u>	FAX NUMBER: _____
FROM: <u>FORUM ENVIRO</u>	DATE: <u>8/10/2018</u>
YOUR REF. No _____	No. OF PAGES: _____
SALESPERSON: _____	SALESPERSON No: _____
CUSTOMER: <u>VEOLIA</u>	

**1. TLA DETAILS**

	Agreement Structure
TOTAL MONTHLY CHARGE	108,000.00
SERVICE COST PER MONTH:	11,000.00
RENTAL PER MONTH:	97,000.00
 RENTAL:	 97,000.00

**2. INVOICING DETAILS**

INVOICE VALUE:	4,612,458	
(+) PAYOUT TO FINANCE:		
AMOUNT FINANCED:	4,612,458	(Paid out Contract No.)
RATE/\$100:	2.103	
RENT:	97,000.00	
TERM:	60	(Residual)



**Tax Invoice**

Invoice To:  
 Flexirent Capital Pty Ltd  
 Level 7, 179 Elizabeth St  
 Sydney, NSW 2000

Deliver To:  
 Veolia Environmental Services  
 (Australia) Pty Ltd  
 Level 4, Pirrama Road  
 Pyrmont NSW 2009

**New Equipment:**

Model	Serial	Location	Unit Cost	Total
ORCA OG100	OG1006690F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006694F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006592F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006699F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006663F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006664F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006666F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006669F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006626F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006627F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006630F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006645F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006647F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006648F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006650F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006644F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006649F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006552F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006553F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006556F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006557F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006542F	540 Churchill Rd, Kilburn SA 5084	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006560F	540 Churchill Rd, Kilburn SA 5084	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006562F	540 Churchill Rd, Kilburn SA 5084	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006561F	540 Churchill Rd, Kilburn SA 5084	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006590F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006594F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1002392F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006599F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006563F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006564F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006566F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006569F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006526F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006527F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006530F	161 Boundary Rd, Rocklea QLD 4106	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006545F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006547F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006548F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006550F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006544F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG100	OG1006549F	34 Lidco Street, Arndell Park, NSW 2009	\$ 90,534.72	\$ 90,534.72
ORCA OG50	OG507733EA	161 Boundary Rd, Rocklea QLD 4106	\$ 81,000.00	\$ 81,000.00
ORCA OG50	OG507745EA	161 Boundary Rd, Rocklea QLD 4106	\$ 81,000.00	\$ 81,000.00
ORCA OG50	OG507777EA	161 Boundary Rd, Rocklea QLD 4106	\$ 81,000.00	\$ 81,000.00
ORCA OG50	OG507799EA	161 Boundary Rd, Rocklea QLD 4106	\$ 81,000.00	\$ 81,000.00
ORCA OG50	OG507721EA	161 Boundary Rd, Rocklea QLD 4106	\$ 81,000.00	\$ 81,000.00
ORCA OG50	OG507743EA	161 Boundary Rd, Rocklea QLD 4106	\$ 81,000.00	\$ 81,000.00
ORCA OG50	OG507765EA	161 Boundary Rd, Rocklea QLD 4106	\$ 81,000.00	\$ 81,000.00
ORCA OG50	OG507787EA	161 Boundary Rd, Rocklea QLD 4106	\$ 81,000.00	\$ 81,000.00

ORCA OG50	OG507707EA	540 Churchill Rd, Kilburn SA 5084	\$ 81,000.00	\$ 81,000.00
ORCA OG50	OG507729EA	540 Churchill Rd, Kilburn SA 5084	\$ 81,000.00	\$ 81,000.00
				Subtotal \$ 4,612,458.24
				GST \$ 461,245.82
				<b>TOTAL \$ 5,073,704.06</b>

Account Name: Forum Enviro (Aust) Pty Ltd  
 BSB: 082 080  
 Account: 845480595

10-Oct-18  
 611361  
 17-Oct-18  
**\$ 5,073,704.06**



**Technology Licence Agreement**  
Waste Management

**forum** | **enviro**

Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro") enters into this Technology Licence Agreement with the Customer under which the Customer offers to rent Equipment and accept the Services from Forum Enviro on the terms and conditions of this Agreement.

## Customer Details

Customer Name VEOLIA ENVIRONMENTAL SERVICES (Australia) Pty Ltd

Trading Name \_\_\_\_\_ ABN 20 051 316 584

Address Level 4, 65 Pirrama Road Pyrmont NSW Postcode 2009

Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

Preferred Method of Contact  Mail  Email

Agreement No. \_\_\_\_\_

Equipment Description \_\_\_\_\_

Location of Equipment \_\_\_\_\_

## Commencement, Term and Payments

Commencement Date	<u>1<sup>st</sup> OCTOBER 18</u>	Usage Charge (ex GST)	\$	<u>108,000</u>	. 00
Term	<u>60</u>	+ GST	\$	<u>10,800</u>	. 00
Billing Period	<input checked="" type="checkbox"/> Monthly	Total	\$	<u>118,800</u>	. 00

By signing this Agreement, the Customer acknowledges, agrees and consent to the collection, use, holding and disclosure of information (including personal and credit information) by Forum Enviro (in its own right or as agent for a principal) as set out in the Privacy Disclosure Statement set out on page 2. The Customer acknowledges and agrees that it has had the opportunity and have read, understood and agree to all of the terms in the Terms and Conditions of this Agreement and further agree that this Schedule together with those Terms and Conditions constitute the entire agreement between us, that no other representations have been relied upon by the Customer in entering into this Agreement and that all information provided by the Customer either in this Agreement (including all Client Information) or in connection with it, is true and correct.

## Customer's Signature 1

Executed for and on behalf of the Customer by its duly authorised signatory:

Name PREET BRAR Title Chief Financial Officer Signature [Signature]

Witness Signature [Signature] Print Name Tos PAPAS Date 9.10.18

## Customer's Signature 2

Executed for and on behalf of the Customer by its duly authorised signatory:

Name JULIAN GAILLARD Title Company Secretary Signature [Signature]

Witness Signature [Signature] Print Name Tos PAPAS Date 9.10.18

## Acceptance

By accepting the Customer's offer as set out in the Schedule and the Terms and Conditions of this Agreement, Forum Enviro agrees to be bound by this Agreement.

FORUM ENVIRO hereby enters into this Agreement. \_\_\_\_\_

Authorised Officer BILL PAPAS

Signature [Signature] Date of Acceptance 9/10/18

## Business Purpose Declaration

To be signed by individuals (including sole traders, partners, employees and individual trustees) and by strata corporations only. I/We declare that the Equipment to be hired by the Customer from Forum Enviro (Aust) Pty Ltd is to be hired wholly or predominantly for business purposes.

**IMPORTANT**  
You should **only** sign this declaration if Equipment is hired wholly or predominantly for business purposes.  
By signing this declaration you may **lose** your protection under the National Credit Code.

Signed by the Customer on: Date \_\_\_\_\_

Execution by Individual: Name \_\_\_\_\_ Signature \_\_\_\_\_

# Technology Licence Agreement

## Privacy Act

**Our Privacy Policy and our Credit Reporting Policy is available on our website at [www.forumgroup.com.au](http://www.forumgroup.com.au) or we can provide written copies to you on request.**

### Acknowledgement and Consent to the Disclosure of Information

By signing below, I acknowledge that you may collect, use, hold disclose and manage my personal information (including identifying information required to comply with anti-money laundering and counter terrorism financing laws) to:

- assess my consumer or commercial credit application, to assess a credit application by a company of which I am director or to assess my capacity to act as a guarantor;
- source any finances I may require; and
- as the law otherwise authorises or requires.

I acknowledge and agree that you may:

- disclose to and obtain from any prospective credit provider, information about me that is reasonably necessary to obtain any finance I require;
- disclose to and obtain from any third party information about me that is reasonably necessary to assist obtaining the finance required;
- provide my information including credit reports to one or more of the credit providers set out in the Schedule of Credit Providers disclosed on your website so that they can assess my application, the application of a company of which I am a director or my suitability to act as a guarantor;
- provide credit information about me to a guarantor or prospective guarantor;
- disclose my personal or credit information to the extent permitted by law to other organisations that provide us with services such as contractors, agents, printers, mail houses, lawyers, collection agencies, document custodians, securitisers and computer systems consultants or providers so that they can perform those services for us; and
- disclose my personal information to any other organisation that may wish to acquire or has acquired an interest in our business or any rights under your contract with us or the contract with us of a company of which you are a director.

I also agree and consent to:

- a Credit Reporting Body (CRB) disclosing consumer credit information to one or more of the credit providers set out on your website for the purpose of assessing my application for commercial credit, the application of a company of which I am a director, or my application to act as guarantor;
- if I have made an application to become a guarantor a credit provider using that information to assess my suitability to be a guarantor;
- a credit provider disclosing my credit information (including information obtained by it from a CRB) to a guarantor or prospective guarantor; and
- a credit provider disclosing to another credit provider, for a particular purpose information it holds about me.

Where the applicant is a company of which I am a director I consent to the use of my information in addition to the company's information, in each of the ways listed above.

### Authorisation

By signing this acknowledgement and consent I also authorise you to make a request on my behalf to obtain credit reporting information about my consumer and commercial credit worthiness from a CRB. That information will assist you in providing services to me. This authorisation ceases when we undertake a task on behalf of a credit provider.

### We may action on behalf of an undisclosed principal

By signing this acknowledgment and consent, I also acknowledge that you may collect, use, hold, disclose and manage information about me or do any of the things set out in this acknowledgment and consent in your own right or as agent for a principal (whether disclosed or not). The information in this acknowledgment and consent is given by us and any principal (whether disclosed or not).

### Other Services

I agree that you may provide me or provide to a company of which I am a Director offers or information of other goods or services you or any of your associated entities, may be able to provide to me or the company unless I have ticked the box below.

I do not consent to the use of my personal information for other services listed above.

I acknowledge that I can contact you and request access to my personal information (subject to any permitted exceptions) to verify that it is correct by contacting your Privacy Officer on 1300 086 786. In some cases an administration fee may be charged to cover the cost of retrieval.

### Name and signature giving their consent as applicant or guarantor

Name	_____	Name	_____
Signature	_____	Signature	_____
Drivers Licence	_____	Drivers Licence	_____
Date	_____	Date	_____

# Standard Terms and Conditions

# Technology Licence Agreement

- 1 OFFER AND ACCEPTANCE
- 1.1 You have irrevocably offered to rent the Equipment from us by signing the Schedule.
- 1.2 This Agreement only becomes binding on us when we accept that offer. Our acceptance of that offer will only occur if we notify you that we have signed this Agreement. That is the only way in which we may be deemed to have accepted your offer.
- 1.3 Our acceptance of your offer may be subject to a guarantee given by someone nominated by You and acceptable to Us or other conditions of entry.
- 2 TERM AND COMMENCEMENT
- 2.1 The Term of this Agreement begins on the first day of the calendar month immediately following the Commencement Date and continues until it is terminated in accordance with the provisions of this clause 2.
- 2.2 If you wish this Agreement to terminate on the expiration of its Term you must provide at least 3 months (and no more than 6 months) prior written notice before the end of that Term, otherwise this Agreement will be automatically extended for an additional 6 calendar months (Extension Term).
- 2.3 If this Agreement is extended under clause 2 you may terminate this Agreement from the expiration of the Extension Term by giving us at least 3 months prior written notice. If you do not give us this notice this Agreement will be extended for a further Extension Term and this provision will continue to apply to each successive Extension Term.
- 2.4 We may terminate this Agreement at any time from the expiration of its original Term by giving you at least one (1) month's prior written notice.
- 2.5 Any notice of termination given by the Customer will only take effect from the date on which the next Usage Charge is due after expiration of the required notice period and you will remain liable for payment of the Usage Charges until the termination notice takes effect and for any Usage Charges accrued in that period.
- 3 DELIVERY OF EQUIPMENT AND RISK
- 3.1 Following acceptance of this Agreement we will deliver and install the Equipment.
- 3.2 You agree that you have satisfied yourself as to the identity, condition, merchantable quality and fitness for your purpose of the Equipment.
- 3.3 You agree that subject to clause 8 you are responsible for the care of the Equipment and that you are responsible to ensure that the Equipment is used only in accordance with the manufacturer's instructions and recommendations and any user or operating manuals, and that the Equipment is kept in good working order.
- 3.4 You agree that risk in the Equipment passes to you on delivery.
- 4 OUR OWNERSHIP RIGHTS
- 4.1 The Equipment is our property. You are a bailee of the Equipment only and have no right to purchase or acquire any interest in it. You agree that we are the owner of the Equipment.
- 4.2 You agree that we may have entered into this Agreement in any capacity we chose including as the agent of an undisclosed principal and that we may charge or deal with our interests in this Agreement (including by transfer or assigning those interests to another person) in any way without notice to you and without your consent.
- 5 PAYMENT OF USAGE CHARGES AND OTHER AMOUNTS
- 5.1 We will invoice the Usage Charges for each Billing Period in advance.
- 5.2 From the Commencement Date you must pay us the Usage Charges for each Billing Period in advance by the last Business Day of the calendar month immediately preceding the start of each Billing Period until this Agreement is terminated.
- 5.3 If the Commencement Date is not the first day of a month then you must pay us a charge for the number of calendar days from the Commencement Date to and including the last day of that calendar month being a proportion of the Usage Charges calculated on a pro rata basis. We will invoice any charge under this clause 5.3 in arrears and you must pay our invoice at the same time as the Usage Charges are due for the immediately following Billing Period.
- 5.4 Your obligation to pay the Usage Charges and to pay any other money due under this Agreement is absolute and unconditional. Without limitation your payment obligations will continue notwithstanding any defect in, breakdown, accident, theft or damage to or non-performance of the Equipment. Your payment obligations are absolute and are not subject to reduction or set off for any reason.
- 5.5 The Usage Charges must be paid by direct debit and all other amounts payable must be paid by either direct debit or electronic funds transfer in accordance with our payment procedures as notified to you from time to time, unless we agree otherwise in writing.
- 5.6 A payment you make to us is not considered to have been made until we have received it in cleared funds.
- 5.7 You must pay interest to us on any money payable under this Agreement but unpaid when due including on any damages payable in connection with it, at the Default Rate.
- 5.8 You must pay or reimburse us for all duties, taxes (including goods and services tax) and other government charges which are payable by you or us in connection with the Equipment, its use, possession or operation or which are payable in connection with this Agreement.
- 5.9 In this subclause GST, Input Tax Credit, Input Taxed and Taxable Supply has the same meanings as under a New Tax System (Goods and Services) Act 1999 (Cth). Unless an amount in this Agreement is expressed to be inclusive of GST, if we are, or become liable to pay GST in relation to a Taxable Supply made to you in connection with this Agreement, then in addition to any other amounts payable or consideration provided by you, you must at the same time pay to us an amount equal to the amount of GST we have to pay, however we must reduce this amount by the amount of any Input Tax Credit that we are entitled to claim in respect of the payment, cost, expense, or liability.
- 5.10 You agree that the Usage Charges will be reviewed annually and we may increase the Usage Charges by any increase in the cost to us of performing our obligations under this Agreement. An increase in the Usage Charges under this clause will take effect from the relevant anniversary of the Commencement Date or on such later date as we nominate provided we have given you at least thirty (30) days prior notice of the increase.
- 5.11 You must pay us all costs and expenses including legal costs which we incur in exercising any of our rights under this Agreement including any amount we pay to release a lien claimed by anyone over Equipment, or to remedy any breach of your obligations under this Agreement.
- 5.12 If you fail to pay any amount owing under this Agreement on time we may stop providing the Repair and Maintenance Service and/or the Consumables until all outstanding amounts have been paid in full.
- 5.13 Except where you are liable to pay a Recoverable Amount, upon any early termination of this Agreement you agree to pay in addition to any other money we require you to pay us under this agreement, as compensation for the loss of future rentals, a payout administration fee equivalent to the Usage Charges for three (3) months.
- 6 YOUR WARRANTIES AND ACKNOWLEDGEMENTS
- 6.1 You acknowledge and agree that clauses 5, 6.2, 7, 8.1, 8.3, 8.5, 8.9, 8.15 to 8.21 inclusive, 9.4 and 9.9 are fundamental terms of this Agreement.
- 6.2 You warrant to us that: (a) all information which you have given us is correct and not misleading, (b) in entering into this Agreement you have not relied upon any conduct of or statement made by us or anyone acting on our behalf concerning the effect on you of your entry into this Agreement, your financial affairs or taxation position, the classification of this transaction under the Australian Accounting Standards, the quality of the Equipment, its suitability for any purpose or its performance, (c) the Equipment will be used solely or mainly for the purpose of carrying on your business and not for any other purpose; (d) you have satisfied yourself that the Equipment complies with its description, is in good working order and condition, is of merchantable quality and suitable for your purposes and that you have relied on your own skill and judgement in choosing the Equipment; (e) You are authorised to enter into this Agreement and in doing so are not in breach of any authorisations or regulations affecting or controlling you or your business; (f) Unless stated in the Customer Details you have not entered into this Agreement as the trustee of any trust and (g) You are not insolvent and will not become insolvent during the Term.
- 6.3 You are not entitled to any compensation or remedy in connection with the performance or servicing of the Equipment, warranties or the use or other benefits which you may or may not obtain from the Equipment or any related services which are not expressly provided for in this Agreement.
- 6.4 You acknowledge that the Usage Charges may include amounts for any commissions, fees or other remuneration that we have paid or will pay on account of this Agreement including any commission payable to any broker, agent, dealer or other person who introduces you to us or us to you.
- 6.5 You acknowledge that the moneys payable under this Agreement may include a payout component from previous agreements.
- 7 INSURANCE
- 7.1 You must at all times from the Commencement Date of this Agreement and during any time after the Commencement Date where the relevant Equipment has not been returned to us maintain public liability insurance for injury or damage caused by the use of the Equipment, property insurance against loss or damage to the Equipment for all risks at its Market Value (and we may notify you what this amount should be) and any other insurance policies which we reasonably require.
- 7.2 Both the insurer and the terms of the Insurance must be approved by us in writing. You must note our interests on all policies as a co-insured and produce the policy documents, certificates of currency or proof of payment whenever we request you to do so.
- 7.3 You must not: (a) do or fail to do anything which may result in any Insurance claim being refused or not met in full, (b) vary any Insurance in any material respect without our consent, or (c) enforce, conduct, settle or compromise any Insurance claim without our consent.
- 7.4 You must notify us of all circumstances which may entitle a claim to be made under any Insurance.
- 7.5 You must forward to us any proceeds or any payment of any entitlement sent to you under any Insurance unless we agree otherwise. Any amount we receive under this clause may be applied by us towards the repair or replacement of the Equipment, or the reduction of your liability to us, at our discretion.
- 7.6 Any money we receive under any Insurance for loss or damage to the Equipment which is not applied toward the repair or replacement of the Equipment will be applied as follows: (a) first in reimbursing any costs incurred by us in obtaining or attempting to obtain any of this money, (b) second, in reduction of any amount payable by you under clauses 12, 13, or 14; (c) third, in refunding any amount you have paid to us under clauses 12, 13, or 14 and (d) the balance if any is for us to keep.
- 8 USE, MAINTENANCE AND REPAIR
- 8.1 You must only use the Equipment for the purpose for which it was designed and in accordance with the manufacturer's instructions and any user or operator manuals including but not limited to instructions in connection with the maximum capacity of the Equipment.
- 8.2 The Usage Charges include the provision of the Repair and Maintenance Service and the Consumables for the Equipment by us.

## Standard Terms and Conditions

## Technology Licence Agreement

- 8.3 You must otherwise maintain the Equipment in good working order and condition at all times and in accordance with the manufacturer's specifications and recommendations and this clause 8.
- 8.4 We will provide sufficient Consumables required for the continued operation of the Equipment.
- 8.5 You acknowledge that the Equipment requires the use of a Conducting Agent which must be replenished from time to time in accordance with the manufacturer's instructions. We will replenish the Equipment with the Conducting Agent as required following receipt of your notification. You agree to notify us promptly upon the Equipment indicating that a Conducting Agent requires replenishing.
- 8.6 The Repair and Maintenance Service is available each Business Day between 8:30 am to 4:30pm and includes the provision of spare parts unless excluded by clause 8.14.
- 8.7 The Repair and Maintenance Service includes a monthly inspection check service by us to ascertain that the Equipment is operating within the manufacturer's specifications.
- 8.8 If we ascertain that the Equipment requires any repair or maintenance during a check service under clause 8.7 we will carry out such repair or maintenance at no cost subject to this clause 8.
- 8.9 You must advise us immediately by email or such other method that we may notify you from time to time if you are aware or ought reasonably to have been aware that the Equipment was not functioning to its specifications.
- 8.10 Provided you are not in breach of this clause 8 or this Agreement if the Equipment is not operating within the manufacturer's specifications we will rectify the Equipment within a reasonable time of receiving your notice under clause 8.9.
- 8.11 If the Equipment is not operable due to a fault in the Equipment for any period of more than 24 hours from receipt of a notice under clause 8.9 received on a Business Day or within 24 hours of the commencement of the next Business Day following such notice received on a non-Business Day then you agree that at our option we may either:
- (a) arrange for the removal and disposal of any excess waste which could not be processed by the Equipment whilst it was inoperable ourselves and at our cost; or
  - (b) pay you the costs of you arranging the removal and disposal of any excess waste which could not be processed by the Equipment whilst it was inoperable.
- 8.12 You agree that your right to any compensation by way of damages or otherwise in relation to the Equipment being inoperable is limited to your rights to have the excess waste removed and disposed of or for us to pay for you to arrange its removal and disposal under clause 8.11 and you release us from any further claim or obligations.
- 8.13 The Repair and Maintenance Service does not include service outside of the hours in clause 8.6 or service or maintenance excluded under clause 8.14. If we supply you with parts or service or Consumables which is not included in the Maintenance and Repair Service you must reimburse us for the costs of providing that service or item at our then current retail price for the item or at our then current hourly rate for provision of that service as applicable.
- 8.14 The Repair and Maintenance Service does not include maintenance or repair that:
- (a) you request to be carried out any time other than during the hours of 8:30 am to 4:30pm on a Business Day;
  - (b) which is required because materials other than those approved by us for use in the Equipment were used or because modifications, alterations or repairs were carried out by others without our consent;
  - (c) which is required because of your neglect of the Equipment, or due to damage or misuse by you contrary to the manufacturer's recommendations and instructions or contrary to any user or operator's manual or which is required due to any other breach by you of this clause 8.
- 8.15 You must only allow suitably qualified, trained and experienced personnel to operate the Equipment.
- 8.16 The Equipment must remain in your personal control and possession at all times and you must not enter into any agreement with anyone in relation to the Equipment or do anything which may prejudice our rights in the Equipment.
- 8.17 You must only allow qualified personnel to undertake any repairs or other service to the Equipment and not do anything which may cause such person to believe that we will be responsible for that person's account.
- 8.18 You must not make any alteration or addition to the Equipment.
- 8.19 You must not remove the Equipment from the location set out in the Schedule without our prior written consent which we will not withhold unreasonably but which may be conditional. If we consent to the relocation of the Equipment the relocation must be performed by us or by service providers nominated by us and you agree to pay the cost of such relocation at our then current rates.
- 8.20 You must keep the Equipment secure from theft or damage and not do or allow anything to be done which is likely to jeopardise its safety, condition or value.
- 8.21 You agree that we may carry out any repairs to the Equipment we consider necessary or desirable or replace the Equipment with equipment of similar or greater capacity or functionality, at any time and at our sole discretion. You also agree that we may install such other enhancements or make such other changes to the Equipment as we deem necessary or desirable at our sole discretion to enhance the performance or reliability of the Equipment. You agree to give us access to your premises for the purposes set out in this clause 8.21 on receipt of reasonable notice.
- 9 YOUR FURTHER OBLIGATIONS
- 9.1 You must notify us immediately of any change in your address.
- 9.2 You must ensure we have access to any premises where the Equipment is located and produce it for our inspection, for testing, or so that we may exercise our rights in relation to it, at any time we request you to do so. We will give you reasonable prior notice unless we consider we must act quickly in order to protect our interests in the Equipment.
- 9.3 You must notify us immediately following any loss or damage to the Equipment.
- 9.4 You must not assign this Agreement, or any of your rights under it without our prior written consent and any purported assignment without such consent will be invalid and of no effect.
- 9.5 You must provide us with copies of your financial statements and other information reasonably requested by us during the Term.
- 9.6 You indemnify us on demand: (a) against any claims and any costs arising in connection with the use, operation or your possession of the Equipment and (b) against any claims, costs, losses or damage we suffer or incur in connection with your breach of this Agreement being terminated before the end of its Term.
- 9.7 You indemnify us, our agents and our employees against all loss (including loss of bargain or profit), damage, liabilities, costs, taxes, charges and expenses (including legal expenses on a full indemnity basis) of whatever kind or nature arising directly or indirectly from (a) any claim or demand made by a third party and (b) any damage to property or death of or injury to any person, suffered or sustained in connection with the Equipment.
- 9.8 You must not sell, hire, dispose, sublet, or part with possession of, or create or permit to subsist any security interest that is not in our favour in, the Equipment or any interest in the Equipment or agree or attempt to do so without our prior written consent.
- 9.9 You must, if requested by us, provide written confirmation to us from any person to whom you have granted any security interests before the date of this Agreement including over any of your assets or undertakings (and prior to any person registering any new security interest) that such person acknowledges that: (a) the Equipment belongs to us, (b) that we may remove the Equipment in accordance with the terms of this Agreement and (c) the Equipment is not subject to any security interest held by such person.
- 10 IMPLIED WARRANTIES AND LIMITATION OF LIABILITY
- 10.1 To the full extent permitted by law all express and implied terms, conditions and warranties (other than any set out in this Agreement) are excluded. We are not liable for any damage, injury or loss to any person or property arising out of the possession, operation or use of the Equipment. Whether or not Schedule 2 of the Competition and Consumer Law 2010 (Cth) or any law of similar effect applies, our liability for anything related to the Equipment and its use including damage or economic and consequential loss is limited to the maximum extent permitted by law. In any event our liability is limited to either: (a) the replacement or the cost of the replacement of the relevant Equipment; or (b) the repair or the cost of repair of the relevant Equipment, at our option and in the case of any services (c) the resupply of the services or (d) payment of the cost of the resupply of those services, at our option.
- 10.2 Except as provided in clause 10.1 we will not be liable to you or any person claiming under you in contract, tort or otherwise for or in respect of any direct, indirect, or consequential loss, damage, expense or injury suffered by you or any other person arising in connection with this Agreement, its performance, any delay in its performance or non-performance due to our negligence or default or any error (whether negligent or not) in information supplied to you either before or after the date of this Agreement in connection with it, the Equipment, or the Services.
- 11 DEFAULT EVENTS
- 11.1 A Default Event of this Agreement occurs if (a) You fail to pay any one or more notice by us requiring payment to be made (b) You fail to pay any one or more Usage Charges in whole or in part and also fail to comply with any subsequent undertaking (written or oral) given by you to us in respect of that default, (c) You default in complying with any of your obligations in clause 7 (Insurance) (d) You purport to assign or in any way deal with the Equipment or any of your rights under this Agreement, (e) the Equipment is lost or destroyed or we form the opinion that the Equipment is so damaged as to make its repair uneconomical, (f) You default in complying with any other obligation under this Agreement and that default is not remedied within 14 days of us giving you notice of the default; (g) You are a corporation and action is taken by you or another person on the basis that you are Insolvent; (h) You are an individual and you die or become incapable of managing your own affairs by reason of mental illness or other condition, (i) You are a partnership and that partnership is dissolved or application is made to a court for its dissolution, (j) the holder of any security given at any time over any of your assets becomes entitled to exercise any powers arising on default pursuant to that security or otherwise takes action to enforce the security, (k) an event described in (d), (f) and (g) to (j) occurs in relation to any guarantor of your obligations under this Agreement or the guarantor if an individual becomes or becomes liable to be declared a bankrupt, (l) any representation or warranty given by you in connection with this Agreement is untrue, false or misleading (whether by omission or otherwise), or (m) due to a change in the ultimate holding company of the Customer, as at the date of this agreement ceases to own (directly or indirectly) all of the shares in the Customer or ceases to control the Customer, where "ultimate holding company" and "control" have the meaning given in section 9 of the Corporations Act 2001.
- 12 OUR RIGHTS UPON A DEFAULT EVENT
- 12.1 If a Default Event occurs, you will be deemed to have repudiated this Agreement.
- 12.2 If a Default Event occurs we will be entitled to terminate this Agreement by written notice to you or, if we consider that the Equipment or our rights upon termination may be adversely affected if we do not immediately take

- possession of the Equipment, we may terminate this Agreement by taking or attempting to take possession of the Equipment without giving you written notice in advance of termination.
- 12.3 Upon termination under clause 12.2 you are immediately liable to pay us, without need of prior demand and both by way of liquidated damages arising from the Default Event and from early termination of this Agreement, the Recoverable Amount together with any other amounts payable under this Agreement.
- 12.4 If we terminate this Agreement following a Default Event described in clause 11.1(e) the amount payable under clause 12.3 will be the Recoverable Amount plus (as compensation for the loss of the Equipment) the Market Value which the Equipment would have had if it had not been lost, destroyed or so damaged, assuming that it was in excellent condition for its age prior to that event.
- 13 OBLIGATIONS AT THE END OF HIRING
- 13.1 At the end of this Agreement (howsoever that occurs) you must return the Equipment to us in good working order and good condition (fair wear and tear excepted). We are entitled to possession of the Equipment and you must immediately give us access to uninstall and remove the Equipment at your cost and do all things necessary to transfer to us any registration, licence or certificate in connection with the Equipment including paying all fees costs or duties connected with doing so.
- 13.2 If the Equipment is not returned to us at the end of this Agreement (with or without our consent) you must pay us by way of rental or as damages for your failure to return the Equipment an amount equal to one day's proportion of the Usage Charges for each day until the Equipment is returned to us.
- 13.3 If you do not return the Equipment to us when you are due to do so and we are not able to recover possession of it within a reasonable time we may, without prior notice to you, declare it to be lost and you must pay us compensation for this loss calculated as at the date of such declaration in accordance with clause 12.3.
- 14 VALUE OF EQUIPMENT ON TERMINATION
- 14.1 When the Equipment is returned to our possession upon any termination (whether early or not) you must pay the amount we notify you as being: (a) the difference between the Market Value of the Equipment and the Market Value of other equipment of the same type which is in good condition for a similar age; or (b) at our choice, and provided this is less than the amount which would be payable under (a), the cost of repairing the Equipment to such a condition.
- 14.2 Upon early termination under clause 12.2 we will credit you with any amount by which the net proceeds of any sale of the Equipment (after deduction of all costs and expenses of sale including storage) exceed the amount which we have provided for in our records as the value of the Equipment at the expiration of the Term but after that value has been rebated by application of the Rebate Rate over the period between the date of the termination and the date when the Term would have expired.
- 15 COMMISSIONS
- 15.1 You agree that we may pay a commission, fee or other remuneration to any broker, agent, dealer or other person who introduces you to us or us to you.
- 16 APPROPRIATION OF PAYMENTS
- 16.1 We may apply any money received from you or from anyone else on your behalf, to any money owing by you to us whether in connection with this Agreement or otherwise, and we may disregard any directions you give us as to how that money is to be applied.
- 17 AGENCY AND TRUST
- 17.1 We may enter into this Agreement as agent for another person (whether disclosed or not) and such other person may have, or may acquire title to, or property or an interest in the Equipment or our rights under this Agreement.
- 17.2 If you enter into this Agreement as the trustee of any trust you acknowledge, agree and represent that this Agreement binds you both personally and also in your capacity as trustee, that you have power and authority under the trust to enter into this Agreement, that you have the right to be fully indemnified out of the trust property (ahead of the beneficiaries) for all liabilities you incur under this Agreement and you will notify us immediately upon becoming aware that you are to be or have been replaced as the trustee.
- 18 CERTIFICATES AND NOTICES
- 18.1 Any notice required to be served under this Agreement will be deemed to have been properly served if left at or sent by prepaid post to the last known address, or sent by facsimile to the last notified facsimile number, of the addressee.
- 18.2 Any notice sent by pre-paid post will be taken to have been received six (6) days after the date of posting (and ten (10) days if posting from one country to another) and any facsimile will be taken to have been received when the transmitting machine records that a successful transmission has been made.
- 18.3 You must advise us in writing as soon as practicable if you change your address, phone number or facsimile number.
- 19 POWERS YOU GIVE US
- 19.1 You give us and our employees authority to do, without notice to you, anything considered by us to be necessary to give effect to this Agreement including the completion or correction of any details in the Schedule, or the doing of anything you should have done under this Agreement and anything we consider to be desirable to protect our rights under this Agreement.
- 19.2 Our rights under clause 19.1 include but are not limited to all rights necessary and full power to sue for and recover any claims for loss or damage to the Equipment under any Insurance or otherwise, to compromise any such claim in your name or in the names of You and Us and to give effective releases and receipts in respect of any such claim.
- 19.3 You indemnify us against any loss, damage, costs or claims suffered or incurred by us arising out of actions authorised under this clause 19.
- 20 PERSONAL PROPERTY AND SECURITIES ACT (PPSA)
- 20.1 In this Agreement unless the context requires otherwise, the terms used in this clause have the meanings given to them in the PPSA.
- 20.2 We may take all such steps as we consider appropriate to register, protect and perfect our position in respect of this Agreement under the PPSA including the registration of one or more financing statements.
- 20.3 You acknowledge that we may register one or more financing statements in relation to our Security Interests under this Agreement.
- 20.4 You waive your rights to receive notice of any verification statement relating to the registration of a financing statement or any financing change statement to the extent permitted under the PPSA.
- 20.5 We may by notice to you at any time, require you to do any of the following things:
- (a) take all steps, and sign all necessary documents to perfect, protect, record or better secure our Security Interest;
  - (b) reimburse us for our costs incurred in attending to registration of our Security Interest under the PPSA; and
  - (c) ensure that this Agreement and any Security Interest is enforceable by us against you or any third party.
- 20.6 To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by us of any security interest provided for by this Agreement, you and we agree that the following provisions of the PPSA do not apply:
- (a) to the extent that section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121 (4), 125, 130, 132(3)(d), 132(4), 135, 138(b)(4), 142 and 143;
  - (b) in addition, to the extent that section 115(7) of the PPSA allows them to be excluded: sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.
- 20.7 You and we agree not to disclose information of the kind set out in section 275 (1) of the PPSA, except in the circumstances required by sections 275 (7) (b) to (e). You agree you will not authorise the disclosure of information under section 275 (7) (c) or request information under section 275 (7) (d) without our prior written approval. However, nothing in this Agreement prevents a disclosure by us that is required to comply with our other obligations under the PPSA and to the extent permitted by the PPSA nothing prevents us from making such disclosures in response to a request made by a party who is not an interested person under section 275 (9) of the PPSA.
- 20.8 You warrant that you have not had any other name in the last five (5) years other than the name in this Agreement (except as notified to us in writing) and you agree not to change your name, ACN (or, if you are a trustee of a trust or partner in a partnership, any ABN allocated to the trust or partnership, including by having an ABN allocated to the trust or partnership) without first providing us thirty (30) days' written notice.
- 21 GENERAL PROVISIONS
- 21.1 No delay, or the granting of any time or other indulgence by us will affect our rights to enforce your obligations or to exercise any of our rights under this Agreement.
- 21.2 No waiver of our rights may be implied from anything done or omitted to be done by us. Any express waiver by us of any right will not be deemed to extend to any continuing or recurring default by you of your obligations.
- 21.3 Every provision of this Agreement is independent of every other provision. Any provision that is prohibited or unenforceable in any jurisdiction is to the extent of the prohibition or unenforceability, deemed removed without invalidating so far as possible the remainder of the provisions.
- 22 APPLICABLE LAW
- 22.1 This Agreement is governed by the laws of the state of New South Wales and the parties submit to the jurisdiction of the courts of that State.
- 23 MEANING OF WORDS AND INTERPRETATION
- 23.1 Words used in these terms have the meaning given below:  
**Acceptance Date** means the date on which this Agreement becomes binding.  
**Billing Period** means the Billing Period set out in the Schedule.  
**Business Day** means Monday to Friday excluding statutory and public holidays in the location of the Equipment.  
**Commencement Date** means the Commencement Date set out in the Schedule or if that is blank the Acceptance Date.  
**Conducting Agent** means any material or additive required to be added to the waste loaded into the Equipment in order to process that waste.  
**Controlling Person** means any person or persons who directly or indirectly and either alone or together with other persons, may control you, including without limitation the capacity to determine the outcome of decisions about your financial and operating policies but does not include the directors of a publicly listed company.  
**Consumables** means any Conducting Agent or Filtering Agent required for the operation of the Equipment.  
**Default Event** means an event described in clause 11.  
**Default Rate** means the 90-day bank bill rate published by Westpac its successors or assigns from time to time plus 5% per annum calculated on the outstanding amount at such intervals as we determine capitalised annually.  
**Equipment** means each and every item of equipment specified in the Schedule and includes any part of it together with all spare parts, or enhancements which may be incorporated in the Equipment during the currency of this Agreement or any replacement Equipment provided during the currency of this Agreement.



**Filtering Agent** means any material or additive required to be installed or loaded into the Equipment for its continued and efficient use or operation in connection with air filtration.

**Insurance** means any insurance policy or cover required to be obtained by you under clause 7.

**Insolvent** means bankrupt, in receivership, in receivership and management, in liquidation or provisional liquidation, under administration, wound up or subject to any arrangement, assignment or composition, or protected from creditors under any statute or unable to pay your debts as and when they fall due or an event of default (however defined) occurs under any other financing arrangement whether by way of loan, lease, hiring agreement, or other financing arrangement to which you are a party, or you repudiate such financing arrangement.

**Market Value of the Equipment** means the value of the Equipment as determined by a person nominated by us as being experienced in the valuation of equipment of a type similar to the Equipment.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**Rebate Rate** means the rate that when applied to a future Usage Charge or the value of the Equipment will ensure that we will receive the same rate of pre-tax return after that discounting that we would have received from this Agreement if all Usage Charges and other payments had been paid on their respective due dates and we received the Equipment back in its required condition on the last day of the Term or the Extension Term (as applicable).

**Recoverable Amount** means the total of the following: (a) the sum of any Usage Charges due but unpaid as at the date of termination plus (b) the sum of the Usage Charges which would but for the termination have become owing for the balance of the Term (after the deduction of stamp duty and GST where applicable, and a reasonable reduction for savings we will make (if any) because we no longer have to provide the Repair and Maintenance Service), discounted by the Rebate Rate plus (c) any other amount due but unpaid under this Agreement plus (d) any additional loss (including any loss of profit, cost or expense as determined by us) which we incur in breaking or varying any arrangement we made in order to fund the Equipment for the Term.

**Repair and Maintenance Service** means a repair and maintenance service for the Equipment in accordance with clause 8.

**Schedule** means the schedule which appears at the beginning of this Agreement.

**Services** means the services to be provided by us in accordance with the Terms and Conditions.

**Term** means the Term in months as stated on the Schedule.

**Usage Charge** means the Usage Charge as stated in the Schedule.

**We and Us** means Forum Enviro (Aust) Pty Ltd and includes our agents and other authorised representatives.

**You, Your and Customer** means the person named as Customer in the Schedule and each and every one of them jointly and severally.

**Waste Material** includes all material or additives loaded into the Equipment.

23.2 In the interpretation of this Agreement (a) the singular includes the plural and vice versa, any gender includes the other genders and a person includes an individual, body corporate, partnership or governmental corporation or authority, and (b) any warranty, obligation or right which binds or benefits (2) two or more persons under this Agreement binds or benefits those persons jointly and severally.

**Want to  
know more?  
Let's Talk**

p. **1300 036 786**  
e. **Info@forumenviro.com.au**  
w. **forumenviro.com.au**

**Australia**

**Sydney.**

Level 5, 141 Walker Street, North Sydney NSW 2060

**Melbourne.**

5/10 Duerdin Street, Clayton VIC 3168

**Brisbane.**

26 Edmondstone Rd, Bowen Hills QLD 4006

**Gold Coast.**

Level 2, 46 Cavill Avenue, Surfers Paradise QLD 4217

**Perth.**

Suite 1, 28 Belmont Avenue, Belmont WA 6104

**London. Singapore. Tokyo**

Agreement To. \_\_\_\_\_ Agreement No. \_\_\_\_\_

**Equipment**

Product Description	Serial No.	Location Address
ORCA OG100	OG1006690F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006694F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006592F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006699F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006663F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006664F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006666F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006669F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006626F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006627F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006630F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006645F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006647F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006648F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006650F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006644F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006649F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006552F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006553F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006556F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006557F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006542F	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1006560F	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1006562F	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1006561F	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1006590F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006594F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1002392F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006599F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006563F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006564F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006566F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006569F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006526F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006527F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006530F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006545F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006547F	34 Lidco Street, Arndell Park, NSW 2009


Initials: \_\_\_\_\_

Agreement To. \_\_\_\_\_ Agreement No. \_\_\_\_\_

**Equipment**

Product Description	Serial No.	Location Address
ORCA OG100	OG1006548F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006550F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006544F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006549F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG50	OG507733EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507745EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507777EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507799EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507721EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507743EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507765EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507787EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507707EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG507729EA	540 Churchill Rd, Kilburn SA 5084

**Customer's Signature**

Signed for and on behalf of: VEOLIA ENVIROMENTAL SERVICES (AUSTRALIA) PTY LTD  
 ABN: 20 051 316 584  
 Signature:   
 Name of Signatory: PREET BRAR  
 Title of Signatory: CFO Date: 9.10.18

Agreement To. \_\_\_\_\_ Agreement No. \_\_\_\_\_

## Equipment

Product Description	Serial No.	Location Address
ORCA OG100	OG1006690F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006694F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006592F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006699F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006663F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006664F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006666F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006669F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006626F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006627F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006630F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006645F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006647F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006648F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006650F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006644F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006649F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006552F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006553F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006556F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006557F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006542F	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1006560F	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG1006562F	540 Churchill Rd, Kilburn SA 5084
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ORCA OG100	OG1002392F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006599F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006563F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006564F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006566F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006569F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006526F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006527F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006530F	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG1006545F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006547F	34 Lidco Street, Arndell Park, NSW 2009

Initials: \_\_\_\_\_

Agreement To. \_\_\_\_\_ Agreement No. \_\_\_\_\_

## Equipment

Product Description	Serial No.	Location Address
ORCA OG100	OG1006548F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006550F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006544F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG1006549F	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG50	OG507733EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507745EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507777EA	161 Boundary Rd, Rocklea QLD 4106
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ORCA OG50	OG507721EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507743EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507765EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507787EA	161 Boundary Rd, Rocklea QLD 4106
ORCA OG50	OG507707EA	540 Churchill Rd, Kilburn SA 5084
ORCA OG50	OG507729EA	540 Churchill Rd, Kilburn SA 5084

I/we hereby confirm that:

- Delivery of the Equipment above has been completed to my/our satisfaction
- The Equipment delivered conforms to specifications of the Equipment that was ordered
- The Equipment is fit for the purpose for which it was ordered and in good working order
- I/We acknowledge that my/our obligation to pay instalments under the Rental Agreement will not be affected by the performance of the Equipment

### Customer's Signature

Signed for and on behalf of: VEOLIA ENVIROMENTAL SERVICES AUSTRALIA PTY LTD  
 ABN: 20 051 316 584  
 Signature:   
 Name of Signatory: PREET BRAR  
 Title of Signatory: CFO

Date: 9.10.18

## Offer Letter

To: SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40 The Chifley Tower  
2 Chifley Square  
Sydney NSW 2000  
Australia  
Attention: Michael Timpany / Mathew Browne

19<sup>th</sup> December 2018

### **Offer Letter – Master Receivables Acquisition and Servicing Agreement between Flexirent Capital Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 2 August 2018 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) (the **Lessee**), in respect of the Technology Licence Agreement – Waste Management executed by the Lessee on 13 November 2018 between the Lessee and Forum Enviro (Aust) Pty Ltd, with a "Commencement Date" of 1 December 2018 (the **TLA**), a copy of each of which is attached to this Offer Letter.
2. The details of the Receivables and Related Assets which are offered for sale are:
  - (a) the Receivables are the "Usage Charge" (as defined in the TLA) and other monetary obligations owing to the Seller under the TLA; and
  - (b) the Related Assets are the "Equipment", as defined in the TLA, further details of which are set out in the spreadsheet annexed to this Offer Letter.
3. The Receivables Rights in respect of the Receivables include (without limitation) the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the Contract or Receivable Terms;
  - (b) all claims, rights and remedies of the Seller arising out of or in connection with a breach of, or default under, the Contract or Receivable Terms, or any payment of indemnity insofar as they relate to the payment of the Payments or Related Assets; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the Contract or Receivable Terms (insofar as it relates to the Payments).
4. The Settlement Date is 20 December 2018.
5. The Settlement Amount is \$5,740,857.35.
6. The Settlement Amount is to be paid to the following account:

Account name: Flexirent Capital

BSB: 012-013

Account number: 837591252

- 
7. The Seller confirms that no Event of Default, Servicer Termination Event or Title Perfection Event is subsisting or would result as a result of the transactions contemplated under this Offer Letter.

The "Interpretation" clause of the MRASA applies to this Offer Letter.



Signature

Ross Ancut (name),  
being an Authorised Representative of Flexirent Capital Pty Ltd ABN 93 064 046 046.



**Technology Licence Agreement**  
Waste Management

**forum** | **enviro**



Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364) of Level 5, 141 Walker Street, North Sydney NSW 2060 ("Forum Enviro") enters into this Technology Licence Agreement with the Customer under which the Customer offers to rent Equipment and accept the Services from Forum Enviro on the terms and conditions of this Agreement.

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd Agreement No. \_\_\_\_\_  
 Trading Name \_\_\_\_\_ ABN 20 051 316 584  
 Address Level 4, 65 Pirrama Road Pyrmont NSW Postcode 2009  
 Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_  
 Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_  
 Preferred Method of Contact  Mail  Email  
 Equipment Description Refer to Annexure

Location of Equipment Refer to Annexure

### Commencement, Term and Payments

Commencement Date	<u>1ST DECEMBER 2018</u>	Usage Charge (ex GST)	\$ <u>108,300</u>	. <u>00</u>
Term	<u>60</u>	+ GST	\$ <u>10,830</u>	. <u>00</u>
Billing Period	<input checked="" type="checkbox"/> Monthly	Total	\$ <u>119,130</u>	. <u>00</u>

By signing this Agreement, the Customer acknowledges, agrees and consent to the collection, use, holding and disclosure of information (including personal and credit information) by Forum Enviro (In its own right or as agent for a principal) as set out in the Privacy Disclosure Statement set out on page 2. The Customer acknowledges and agrees that it has had the opportunity and have read, understood and agree to all of the terms in the Terms and Conditions of this Agreement and further agree that this Schedule together with those Terms and Conditions constitute the entire agreement between us, that no other representations have been relied upon by the Customer in entering into this Agreement and that all information provided by the Customer either in this Agreement (including all Client Information) or in connection with it, is true and correct.

### Customer's Signature 1

Executed for and on behalf of the Customer by its duly authorised signatory:

Name PREET BRAR Title Chief Financial Officer Signature [Signature]  
 Witness Signature [Signature] Print Name BAS PARAS Date 13.11.18

### Customer's Signature 2

Executed for and on behalf of the Customer by its duly authorised signatory:

Name JULIAN GAILLARD Title Company Secretary Signature [Signature]  
 Witness Signature [Signature] Print Name BAS PARAS Date 13.11.18

### Acceptance

By accepting the Customer's offer as set out in the Schedule and the Terms and Conditions of this Agreement, Forum Enviro agrees to be bound by this Agreement.

FORUM ENVIRO hereby enters into this Agreement. \_\_\_\_\_  
 Authorised Officer BILL PARAS  
 Signature [Signature] Date of Acceptance 16/11/18

### Business Purpose Declaration

To be signed by individuals (including sole traders, partners, employees and individual trustees) and by strata corporations only.  
 I/We declare that the Equipment to be hired by the Customer from Forum Enviro (Aust) Pty Ltd is to be hired wholly or predominantly for business purposes.

#### IMPORTANT

You should **only** sign this declaration if Equipment is hired wholly or predominantly for business purposes.  
 By signing this declaration you may **lose** your protection under the National Credit Code.

Signed by the Customer on: Date \_\_\_\_\_

Execution by Individual: Name \_\_\_\_\_ Signature \_\_\_\_\_

# Technology Licence Agreement

## Privacy Act

Our Privacy Policy and our Credit Reporting Policy is available on our website at [www.forumgroup.com.au](http://www.forumgroup.com.au) or we can provide written copies to you on request.

### Acknowledgement and Consent to the Disclosure of Information

By signing below, I acknowledge that you may collect, use, hold disclose and manage my personal information (including identifying information required to comply with anti-money laundering and counter terrorism financing laws) to:

- assess my consumer or commercial credit application, to assess a credit application by a company of which I am director or to assess my capacity to act as a guarantor;
- source any finances I may require; and
- as the law otherwise authorises or requires.

I acknowledge and agree that you may:

- disclose to and obtain from any prospective credit provider, information about me that is reasonably necessary to obtain any finance I require;
- disclose to and obtain from any third party information about me that is reasonably necessary to assist obtaining the finance required;
- provide my information including credit reports to one or more of the credit providers set out in the Schedule of Credit Providers disclosed on your website so that they can assess my application, the application of a company of which I am a director or my suitability to act as a guarantor;
- provide credit information about me to a guarantor or prospective guarantor;
- disclose my personal or credit information to the extent permitted by law to other organisations that provide us with services such as contractors, agents, printers, mail houses, lawyers, collection agencies, document custodians, securitisers and computer systems consultants or providers so that they can perform those services for us; and
- disclose my personal information to any other organisation that may wish to acquire or has acquired an interest in our business or any rights under your contract with us or the contract with us of a company of which you are a director.

I also agree and consent to:

- a Credit Reporting Body (CRB) disclosing consumer credit information to one or more of the credit providers set out on your website for the purpose of assessing my application for commercial credit, the application of a company of which I am a director, or my application to act as guarantor;
- if I have made an application to become a guarantor a credit provider using that information to assess my suitability to be a guarantor;
- a credit provider disclosing my credit information (including information obtained by it from a CRB) to a guarantor or prospective guarantor; and
- a credit provider disclosing to another credit provider, for a particular purpose information it holds about me.

Where the applicant is a company of which I am a director I consent to the use of my information in addition to the company's information, in each of the ways listed above.

### Authorisation

By signing this acknowledgment and consent I also authorise you to make a request on my behalf to obtain credit reporting information about my consumer and commercial credit worthiness from a CRB. That information will assist you in providing services to me. This authorisation ceases when we undertake a task on behalf of a credit provider.

### We may action on behalf of an undisclosed principal

By signing this acknowledgment and consent, I also acknowledge that you may collect, use, hold, disclose and manage information about me or do any of the things set out in this acknowledgment and consent in your own right or as agent for a principal (whether disclosed or not). The information in this acknowledgment and consent is given by us and any principal (whether disclosed or not).

### Other Services

I agree that you may provide me or provide to a company of which I am a Director offers or information of other goods or services you or any of your associated entities, may be able to provide to me or the company unless I have ticked the box below.

I do not consent to the use of my personal information for other services listed above.

I acknowledge that I can contact you and request access to my personal information (subject to any permitted exceptions) to verify that it is correct by contacting your Privacy Officer on 1300 086 786. In some cases an administration fee may be charged to cover the cost of retrieval.

### Name and signature giving their consent as applicant or guarantor

Name	_____	Name	_____
Signature	_____	Signature	_____
Drivers Licence	_____	Drivers Licence	_____
Date	_____	Date	_____

# Standard Terms and Conditions

# Technology Licence Agreement

- 1 OFFER AND ACCEPTANCE
  - 1.1 You have irrevocably offered to rent the Equipment from us by signing the Schedule.
  - 1.2 This Agreement only becomes binding on us when we accept that offer. Our acceptance of that offer will only occur if we notify you that we have signed this Agreement. That is the only way in which we may be deemed to have accepted your offer.
  - 1.3 Our acceptance of your offer may be subject to a guarantee given by someone nominated by You and acceptable to Us or other conditions of entry.
- 2 TERM AND COMMENCEMENT
  - 2.1 The Term of this Agreement begins on the first day of the calendar month immediately following the Commencement Date and continues until it is terminated in accordance with the provisions of this clause 2.
  - 2.2 If you wish this Agreement to terminate on the expiration of its Term you must provide at least 3 months (and no more than 6 months) prior written notice before the end of that Term, otherwise this Agreement will be automatically extended for an additional 6 calendar months (Extension Term).
  - 2.3 If this Agreement is extended under clause 2 you may terminate this Agreement from the expiration of the Extension Term by giving us at least 3 months prior written notice. If you do not give us this notice this Agreement will be extended for a further Extension Term and this provision will continue to apply to each successive Extension Term.
  - 2.4 We may terminate this Agreement at any time from the expiration of its original Term by giving you at least one (1) month's prior written notice.
  - 2.5 Any notice of termination given by the Customer will only take effect from the date on which the next Usage Charge is due after expiration of the required notice period and you will remain liable for payment of the Usage Charges until the termination notice takes effect and for any Usage Charges accrued in that period.
- 3 DELIVERY OF EQUIPMENT AND RISK
  - 3.1 Following acceptance of this Agreement we will deliver and install the Equipment.
  - 3.2 You agree that you have satisfied yourself as to the identity, condition, merchantable quality and fitness for your purpose of the Equipment.
  - 3.3 You agree that subject to clause 8 you are responsible for the care of the Equipment and that you are responsible to ensure that the Equipment is used only in accordance with the manufacturer's instructions and recommendations and any user or operating manuals, and that the Equipment is kept in good working order.
  - 3.4 You agree that risk in the Equipment passes to you on delivery.
- 4 OUR OWNERSHIP RIGHTS
  - 4.1 The Equipment is our property. You are a bailee of the Equipment only and have no right to purchase or acquire any interest in it. You agree that we are the owner of the Equipment.
  - 4.2 You agree that we may have entered into this Agreement in any capacity we chose including as the agent of an undisclosed principal and that we may charge or deal with our interests in this Agreement (including by transfer or assigning those interests to another person) in any way without notice to you and without your consent.
- 5 PAYMENT OF USAGE CHARGES AND OTHER AMOUNTS
  - 5.1 We will invoice the Usage Charges for each Billing Period in advance.
  - 5.2 From the Commencement Date you must pay us the Usage Charges for each Billing Period in advance by the last Business Day of the calendar month immediately preceding the start of each Billing Period until this Agreement is terminated.
  - 5.3 If the Commencement Date is not the first day of a month then you must pay us a charge for the number of calendar days from the Commencement Date to and including the last day of that calendar month being a proportion of the Usage Charges calculated on a pro rata basis. We will invoice any charge under this clause 5.3 in arrears and you must pay our invoice at the same time as the Usage Charges are due for the immediately following Billing Period.
  - 5.4 Your obligation to pay the Usage Charges and to pay any other money due under this Agreement is absolute and unconditional. Without limitation your payment obligations will continue notwithstanding any defect in, breakdown, accident, theft or damage to or non-performance of the Equipment. Your payment obligations are absolute and are not subject to reduction or set off for any reason.
  - 5.5 The Usage Charges must be paid by direct debit and all other amounts payable must be paid by either direct debit or electronic funds transfer in accordance with our payment procedures as notified to you from time to time, unless we agree otherwise in writing.
  - 5.6 A payment you make to us is not considered to have been made until we have received it in cleared funds.
  - 5.7 You must pay interest to us on any money payable under this Agreement but unpaid when due including on any damages payable in connection with it, at the Default Rate.
  - 5.8 You must pay or reimburse us for all duties, taxes (including goods and services tax) and other government charges which are payable by you or us in connection with the Equipment, its use, possession or operation or which are payable in connection with this Agreement.
  - 5.9 In this subclause GST, Input Tax Credit, Input Taxed and Taxable Supply has the same meanings as under a New Tax System (Goods and Services) Act 1999 (Cth). Unless an amount in this Agreement is expressed to be inclusive of GST, if we are, or become liable to pay GST in relation to a Taxable Supply made to you in connection with this Agreement, then in addition to any other amounts payable or consideration provided by you, you must at the same time pay to

- us an amount equal to the amount of GST we have to pay, however we must reduce this amount by the amount of any Input Tax Credit that we are entitled to claim in respect of the payment, cost, expense, or liability.
- 5.10 You agree that the Usage Charges will be reviewed annually and we may increase the Usage Charges by any increase in the cost to us of performing our obligations under this Agreement. An increase in the Usage Charges under this clause will take effect from the relevant anniversary of the Commencement Date or on such later date as we nominate provided we have given you at least thirty (30) days prior notice of the increase.
- 5.11 You must pay us all costs and expenses including legal costs which we incur in exercising any of our rights under this Agreement including any amount we pay to release a lien claimed by anyone over Equipment, or to remedy any breach of your obligations under this Agreement.
- 5.12 If you fail to pay any amount owing under this Agreement on time we may stop providing the Repair and Maintenance Service and or the Consumables until all outstanding amounts have been paid in full.
- 5.13 Except where you are liable to pay a Recoverable Amount, upon any early termination of this Agreement you agree to pay in addition to any other money we require you to pay us under this agreement, as compensation for the loss of future rentals, a payout administration fee equivalent to the Usage Charges for three (3) months.
- 6 YOUR WARRANTIES AND ACKNOWLEDGEMENTS
  - 6.1 You acknowledge and agree that clauses 5, 6.2, 7, 8.1, 8.3, 8.5, 8.9, 8.15 to 8.21 inclusive, 9.4 and 9.9 are fundamental terms of this Agreement.
  - 6.2 You warrant to us that: (a) all information which you have given us is correct and not misleading, (b) in entering into this Agreement you have not relied upon any conduct of or statement made by us or anyone acting on our behalf concerning the effect on you of your entry into this Agreement, your financial affairs or taxation position, the classification of this transaction under the Australian Accounting Standards, the quality of the Equipment, its suitability for any purpose or its performance, (c) the Equipment will be used solely or mainly for the purpose of carrying on your business and not for any other purpose; (d) you have satisfied yourself that the Equipment complies with its description, is in good working order and condition, is of merchantable quality and suitable for your purposes and that you have relied on your own skill and judgement in choosing the Equipment; (e) You are authorised to enter into this Agreement and in doing so are not in breach of any authorisations or regulations affecting or controlling you or your business; (f) Unless stated in the Customer Details you have not entered into this Agreement as the trustee of any trust and (g) You are not Insolvent and will not become Insolvent during the Term.
  - 6.3 You are not entitled to any compensation or remedy in connection with the performance or servicing of the Equipment, warranties or the use or other benefits which you may or may not obtain from the Equipment or any related services which are not expressly provided for in this Agreement.
  - 6.4 You acknowledge that the Usage Charges may include amounts for any commissions, fees or other remuneration that we have paid or will pay on account of this Agreement including any commission payable to any broker, agent, dealer or other person who introduces you to us or us to you.
  - 6.5 You acknowledge that the moneys payable under this Agreement may include a payout component from previous agreements.
- 7 INSURANCE
  - 7.1 You must at all times from the Commencement Date of this Agreement and during any time after the Commencement Date where the relevant Equipment has not been returned to us maintain public liability insurance for injury or damage caused by the use of the Equipment, property insurance against loss or damage to the Equipment for all risks at its Market Value (and we may notify you what this amount should be) and any other insurance policies which we reasonably require.
  - 7.2 Both the Insurer and the terms of the Insurance must be approved by us in writing. You must note our interests on all policies as a co-insured and produce the policy documents, certificates of currency or proof of payment whenever we request you to do so.
  - 7.3 You must not: (a) do or fail to do anything which may result in any Insurance claim being refused or not met in full, (b) vary any insurance in any material respect without our consent, or (c) enforce, conduct, settle or compromise any Insurance claim without our consent.
  - 7.4 You must notify us of all circumstances which may entitle a claim to be made under any insurance.
  - 7.5 You must forward to us any proceeds or any payment of any entitlement sent to you under any insurance unless we agree otherwise. Any amount we receive under this clause may be applied by us towards the repair or replacement of the Equipment, or the reduction of your liability to us, at our discretion.
  - 7.6 Any money we receive under any insurance for loss or damage to the Equipment which is not applied toward the repair or replacement of the Equipment will be applied as follows: (a) first in reimbursing any costs incurred by us in obtaining or attempting to obtain any of this money, (b) second, in reduction of any amount payable by you under clauses 12, 13, or 14; (c) third, in refunding any amount you have paid to us under clauses 12, 13, or 14 and (d) the balance if any is for us to keep.
- 8 USE, MAINTENANCE AND REPAIR
  - 8.1 You must only use the Equipment for the purpose for which it was designed and in accordance with the manufacturer's instructions and any user or operator manuals including but not limited to instructions in connection with the maximum capacity of the Equipment.
  - 8.2 The Usage Charges include the provision of the Repair and Maintenance Service and the Consumables for the Equipment by us.

## Standard Terms and Conditions

- 8.3 You must otherwise maintain the Equipment in good working order and condition at all times and in accordance with the manufacturer's specifications and recommendations and this clause 8.
- 8.4 We will provide sufficient Consumables required for the continued operation of the Equipment.
- 8.5 You acknowledge that the Equipment requires the use of a Conducting Agent which must be replenished from time to time in accordance with the manufacturer's Instructions. We will replenish the Equipment with the Conducting Agent as required following receipt of your notification. You agree to notify us promptly upon the Equipment indicating that a Conducting Agent requires replenishing.
- 8.6 The Repair and Maintenance Service is available each Business Day between 8:30 am to 4:30pm and includes the provision of spare parts unless excluded by clause 8.14.
- 8.7 The Repair and Maintenance Service includes a monthly inspection check service by us to ascertain that the Equipment is operating within the manufacturer's specifications.
- 8.8 If we ascertain that the Equipment requires any repair or maintenance during a check service under clause 8.7 we will carry out such repair or maintenance at no cost subject to this clause 8.
- 8.9 You must advise us immediately by email or such other method that we may notify you from time to time if you are aware or ought reasonably to have been aware that the Equipment was not functioning to its specifications.
- 8.10 Provided you are not in breach of this clause 8 or this Agreement if the Equipment is not operating within the manufacturer's specifications we will rectify the Equipment within a reasonable time of receiving your notice under clause 8.9.
- 8.11 If the Equipment is not operable due to a fault in the Equipment for any period of more than 24 hours from receipt of a notice under clause 8.9 received on a Business Day or within 24 hours of the commencement of the next Business Day following such notice received on a non-Business Day then you agree that at our option we may either:
- (a) arrange for the removal and disposal of any excess waste which could not be processed by the Equipment whilst it was inoperable ourselves and at our cost; or
  - (b) pay you the costs of you arranging the removal and disposal of any excess waste which could not be processed by the Equipment whilst it was inoperable.
- 8.12 You agree that your right to any compensation by way of damages or otherwise in relation to the Equipment being inoperable is limited to your rights to have the excess waste removed and disposed of or for us to pay for you to arrange its removal and disposal under clause 8.11 and you release us from any further claim or obligations.
- 8.13 The Repair and Maintenance Service does not include service outside of the hours in clause 8.6 or service or maintenance excluded under clause 8.14. If we supply you with parts or service or Consumables which is not included in the Maintenance and Repair Service you must reimburse us for the costs of providing that service or item at our then current retail price for the item or at our then current hourly rate for provision of that service as applicable.
- 8.14 The Repair and Maintenance Service does not include maintenance or repair that:
- (a) you request to be carried out any time other than during the hours of 8:30 am to 4:30pm on a Business Day;
  - (b) which is required because materials other than those approved by us for use in the Equipment were used or because modifications, alterations or repairs were carried out by others without our consent;
  - (c) which is required because of your neglect of the Equipment, or due to damage or misuse by you contrary to the manufacturer's recommendations and Instructions or contrary to any user or operator's manual or which is required due to any other breach by you of this clause 8.
- 8.15 You must only allow suitably qualified, trained and experienced personnel to operate the Equipment.
- 8.16 The Equipment must remain in your personal control and possession at all times and you must not enter into any agreement with anyone in relation to the Equipment or do anything which may prejudice our rights in the Equipment.
- 8.17 You must only allow qualified personnel to undertake any repairs or other service to the Equipment and not do anything which may cause such person to believe that we will be responsible for that person's account.
- 8.18 You must not make any alteration or addition to the Equipment.
- 8.19 You must not remove the Equipment from the location set out in the Schedule without our prior written consent which we will not withhold unreasonably but which may be conditional. If we consent to the relocation of the Equipment the relocation must be performed by us or by service providers nominated by us and you agree to pay the cost of such relocation at our then current rates.
- 8.20 You must keep the Equipment secure from theft or damage and not do or allow anything to be done which is likely to jeopardise its safety, condition or value.
- 8.21 You agree that we may carry out any repairs to the Equipment we consider necessary or desirable or replace the Equipment with equipment of similar or greater capacity or functionality, at any time and at our sole discretion. You also agree that we may install such other enhancements or make such other changes to the Equipment as we deem necessary or desirable at our sole discretion to enhance the performance or reliability of the Equipment. You agree to give us access to your premises for the purposes set out in this clause 8.21 on receipt of reasonable notice.
- 9 YOUR FURTHER OBLIGATIONS
- 9.1 You must notify us immediately of any change in your address.

## Technology Licence Agreement

- 9.2 You must ensure we have access to any premises where the Equipment is located and produce it for our inspection, for testing, or so that we may exercise our rights in relation to it, at any time we request you to do so. We will give you reasonable prior notice unless we consider we must act quickly in order to protect our interests in the Equipment.
- 9.3 You must notify us immediately following any loss or damage to the Equipment.
- 9.4 You must not assign this Agreement, or any of your rights under it without our prior written consent and any purported assignment without such consent will be invalid and of no effect.
- 9.5 You must provide us with copies of your financial statements and other information reasonably requested by us during the Term.
- 9.6 You indemnify us on demand: (a) against any claims and any costs arising in connection with the use, operation or your possession of the Equipment and (b) against any claims, costs, losses or damage we suffer or incur in connection with your breach of this Agreement being terminated before the end of its Term.
- 9.7 You indemnify us, our agents and our employees against all loss (including loss of bargain or profit), damage, liabilities, costs, taxes, charges and expenses (including legal expenses on a full indemnity basis) of whatever kind or nature arising directly or indirectly from (a) any claim or demand made by a third party and (b) any damage to property or death of or injury to any person, suffered or sustained in connection with the Equipment.
- 9.8 You must not sell, hire, dispose, sublet, or part with possession of, or create or permit to subsist any security interest that is not in our favour in, the Equipment or any interest in the Equipment or agree or attempt to do so without our prior written consent.
- 9.9 You must, if requested by us, provide written confirmation to us from any person to whom you have granted any security interests before the date of this Agreement including over any of your assets or undertakings (and prior to any person registering any new security interest) that such person acknowledges that: (a) the Equipment belongs to us, (b) that we may remove the Equipment in accordance with the terms of this Agreement and (c) the Equipment is not subject to any security interest held by such person.
- 10 IMPLIED WARRANTIES AND LIMITATION OF LIABILITY
- 10.1 To the full extent permitted by law all express and implied terms, conditions and warranties (other than any set out in this Agreement) are excluded. We are not liable for any damage, injury or loss to any person or property arising out of the possession, operation or use of the Equipment. Whether or not Schedule 2 of the Competition and Consumer Law 2010 (Cth) or any law of similar effect applies, our liability for anything related to the Equipment and its use including damage or economic and consequential loss is limited to the maximum extent permitted by law. In any event our liability is limited to either: (a) the replacement or the cost of the replacement of the relevant Equipment; or (b) the repair or the cost of repair of the relevant Equipment, at our option and in the case of any services (c) the resupply of the services or (d) payment of the cost of the resupply of those services, at our option.
- 10.2 Except as provided in clause 10.1 we will not be liable to you or any person claiming under you in contract, tort or otherwise for or in respect of any direct, indirect, or consequential loss, damage, expense or injury suffered by you or any other person arising in connection with this Agreement, its performance, any delay in its performance or non-performance due to our negligence or default or any error (whether negligent or not) in information supplied to you either before or after the date of this Agreement in connection with it, the Equipment, or the Services.
- 11 DEFAULT EVENTS
- 11.1 A Default Event of this Agreement occurs if (a) You fail to pay any one or more notice by us requiring payment to be made (b) You fail to pay any one or more Usage Charges in whole or in part and also fail to comply with any subsequent undertaking (written or oral) given by you to us in respect of that default, (c) You default in complying with any of your obligations in clause 7 (Insurance) (d) You purport to assign or in any way deal with the Equipment or any of your rights under this Agreement, (e) the Equipment is lost or destroyed or we form the opinion that the Equipment is so damaged as to make its repair uneconomical, (f) You default in complying with any other obligation under this Agreement and that default is not remedied within 14 days of us giving you notice of the default; (g) You are a corporation and action is taken by you or another person on the basis that you are insolvent; (h) You are an individual and you die or become incapable of managing your own affairs by reason of mental illness or other condition, (i) You are a partnership and that partnership is dissolved or application is made to a court for its dissolution, (j) the holder of any security given at any time over any of your assets becomes entitled to exercise any powers arising on default pursuant to that security or otherwise takes action to enforce the security, (k) an event described in (d), (f) and (g) to (j) occurs in relation to any guarantor of your obligations under this Agreement or the guarantor if an individual becomes or becomes liable to be declared a bankrupt, (l) any representation or warranty given by you in connection with this Agreement is untrue, false or misleading (whether by omission or otherwise), or (m) due to a change in the ultimate holding company of the Customer, as at the date of this agreement ceases to own (directly or indirectly) all of the shares in the Customer or ceases to control the Customer, where "ultimate holding company" and "control" have the meaning given in section 9 of the Corporations Act 2001.
- 12 OUR RIGHTS UPON A DEFAULT EVENT
- 12.1 If a Default Event occurs, you will be deemed to have repudiated this Agreement.
- 12.2 If a Default Event occurs we will be entitled to terminate this Agreement by written notice to you or, if we consider that the Equipment or our rights upon termination may be adversely affected if we do not immediately take

## Standard Terms and Conditions

- possession of the Equipment, we may terminate this Agreement by taking or attempting to take possession of the Equipment without giving you written notice in advance of termination.
- 12.3 Upon termination under clause 12.2 you are immediately liable to pay us, without need of prior demand and both by way of liquidated damages arising from the Default Event and from early termination of this Agreement, the Recoverable Amount together with any other amounts payable under this Agreement.
- 12.4 If we terminate this Agreement following a Default Event described in clause 11.1(e) the amount payable under clause 12.3 will be the Recoverable Amount plus (as compensation for the loss of the Equipment) the Market Value which the Equipment would have had if it had not been lost, destroyed or so damaged, assuming that it was in excellent condition for its age prior to that event.
- 13 OBLIGATIONS AT THE END OF HIRING
- 13.1 At the end of this Agreement (howsoever that occurs) you must return the Equipment to us in good working order and good condition (fair wear and tear excepted). We are entitled to possession of the Equipment and you must immediately give us access to uninstall and remove the Equipment at your cost and do all things necessary to transfer to us any registration, licence or certificate in connection with the Equipment including paying all fees costs or duties connected with doing so.
- 13.2 If the Equipment is not returned to us at the end of this Agreement (with or without our consent) you must pay us by way of rental or as damages for your failure to return the Equipment an amount equal to one day's proportion of the Usage Charges for each day until the Equipment is returned to us.
- 13.3 If you do not return the Equipment to us when you are due to do so and we are not able to recover possession of it within a reasonable time we may, without prior notice to you, declare it to be lost and you must pay us compensation for this loss calculated as at the date of such declaration in accordance with clause 12.3.
- 14 VALUE OF EQUIPMENT ON TERMINATION
- 14.1 When the Equipment is returned to our possession upon any termination (whether early or not) you must pay the amount we notify you as being: (a) the difference between the Market Value of the Equipment and the Market Value of other equipment of the same type which is in good condition for a similar age; or (b) at our choice, and provided this is less than the amount which would be payable under (a), the cost of repairing the Equipment to such a condition.
- 14.2 Upon early termination under clause 12.2 we will credit you with any amount by which the net proceeds of any sale of the Equipment (after deduction of all costs and expenses of sale including storage) exceed the amount which we have provided for in our records as the value of the Equipment at the expiration of the Term but after that value has been rebated by application of the Rebate Rate over the period between the date of the termination and the date when the Term would have expired.
- 15 COMMISSIONS
- 15.1 You agree that we may pay a commission, fee or other remuneration to any broker, agent, dealer or other person who introduces you to us or us to you.
- 16 APPROPRIATION OF PAYMENTS
- 16.1 We may apply any money received from you or from anyone else on your behalf, to any money owing by you to us whether in connection with this Agreement or otherwise, and we may disregard any directions you give us as to how that money is to be applied.
- 17 AGENCY AND TRUST
- 17.1 We may enter into this Agreement as agent for another person (whether disclosed or not) and such other person may have, or may acquire title to, or property or an interest in the Equipment or our rights under this Agreement.
- 17.2 If you enter into this Agreement as the trustee of any trust you acknowledge, agree and represent that this Agreement binds you both personally and also in your capacity as trustee, that you have power and authority under the trust to enter into this Agreement, that you have the right to be fully indemnified out of the trust property (ahead of the beneficiaries) for all liabilities you incur under this Agreement and you will notify us immediately upon becoming aware that you are to be or have been replaced as the trustee.
- 18 CERTIFICATES AND NOTICES
- 18.1 Any notice required to be served under this Agreement will be deemed to have been properly served if left at or sent by prepaid post to the last known address, or sent by facsimile to the last notified facsimile number, of the addressee.
- 18.2 Any notice sent by pre-paid post will be taken to have been received six (6) days after the date of posting (and ten (10) days if posting from one country to another) and any facsimile will be taken to have been received when the transmitting machine records that a successful transmission has been made.
- 18.3 You must advise us in writing as soon as practicable if you change your address, phone number or facsimile number.
- 19 POWERS YOU GIVE US
- 19.1 You give us and our employees authority to do, without notice to you, anything considered by us to be necessary to give effect to this Agreement including the completion or correction of any details in the Schedule, or the doing of anything you should have done under this Agreement and anything we consider to be desirable to protect our rights under this Agreement.
- 19.2 Our rights under clause 19.1 include but are not limited to all rights necessary and full power to sue for and recover any claims for loss or damage to the Equipment under any insurance or otherwise, to compromise any such claim in your name or in the names of You and Us and to give effective releases and receipts in respect of any such claim.

## Technology Licence Agreement

- 19.3 You indemnify us against any loss, damage, costs or claims suffered or incurred by us arising out of actions authorised under this clause 19.
- 20 PERSONAL PROPERTY AND SECURITIES ACT (PPSA)
- 20.1 In this Agreement unless the context requires otherwise, the terms used in this clause have the meanings given to them in the PPSA.
- 20.2 We may take all such steps as we consider appropriate to register, protect and perfect our position in respect of this Agreement under the PPSA including the registration of one or more financing statements.
- 20.3 You acknowledge that we may register one or more financing statements in relation to our Security Interests under this Agreement.
- 20.4 You waive your rights to receive notice of any verification statement relating to the registration of a financing statement or any financing change statement to the extent permitted under the PPSA.
- 20.5 We may by notice to you at any time, require you to do any of the following things:
- (a) take all steps, and sign all necessary documents to perfect, protect, record or better secure our Security Interest;
- (b) reimburse us for our costs incurred in attending to registration of our Security Interest under the PPSA; and
- (c) ensure that this Agreement and any Security Interest is enforceable by us against you or any third party.
- 20.6 To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by us of any security interest provided for by this Agreement, you and we agree that the following provisions of the PPSA do not apply:
- (a) to the extent that section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121 (4), 125, 130, 132(3)(d), 132(4), 135, 138(b)(4), 142 and 143;
- (b) in addition, to the extent that section 115(7) of the PPSA allows them to be excluded: sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.
- 20.7 You and we agree not to disclose information of the kind set out in section 275 (1) of the PPSA, except in the circumstances required by sections 275 (7) (b) to (e). You agree you will not authorise the disclosure of information under section 275 (7) (c) or request information under section 275 (7) (d) without our prior written approval. However, nothing in this Agreement prevents a disclosure by us that is required to comply with our other obligations under the PPSA and to the extent permitted by the PPSA nothing prevents us from making such disclosures in response to a request made by a party who is not an interested person under section 275 (9) of the PPSA.
- 20.8 You warrant that you have not had any other name in the last five (5) years other than the name in this Agreement (except as notified to us in writing) and you agree not to change your name, ACN (or, if you are a trustee of a trust or partner in a partnership, any ABN allocated to the trust or partnership, including by having an ABN allocated to the trust or partnership) without first providing us thirty (30) days' written notice.
- 21 GENERAL PROVISIONS
- 21.1 No delay, or the granting of any time or other indulgence by us will affect our rights to enforce your obligations or to exercise any of our rights under this Agreement.
- 21.2 No waiver of our rights may be implied from anything done or omitted to be done by us. Any express waiver by us of any right will not be deemed to extend to any continuing or recurring default by you of your obligations.
- 21.3 Every provision of this Agreement is independent of every other provision. Any provision that is prohibited or unenforceable in any jurisdiction is to the extent of the prohibition or unenforceability, deemed removed without invalidating so far as possible the remainder of the provisions.
- 22 APPLICABLE LAW
- 22.1 This Agreement is governed by the laws of the state of New South Wales and the parties submit to the jurisdiction of the courts of that State.
- 23 MEANING OF WORDS AND INTERPRETATION
- 23.1 Words used in these terms have the meaning given below.
- Acceptance Date** means the date on which this Agreement becomes binding.
- Billing Period** means the Billing Period set out in the Schedule.
- Business Day** means Monday to Friday excluding statutory and public holidays in the location of the Equipment.
- Commencement Date** means the Commencement Date set out in the Schedule or if that is blank the Acceptance Date.
- Conducting Agent** means any material or additive required to be added to the waste loaded into the Equipment in order to process that waste.
- Controlling Person** means any person or persons who directly or indirectly and either alone or together with other persons, may control you, including without limitation the capacity to determine the outcome of decisions about your financial and operating policies but does not include the directors of a publicly listed company.
- Consumables** means any Conducting Agent or Filtering Agent required for the operation of the Equipment.
- Default Event** means an event described in clause 11.
- Default Rate** means the 90-day bank bill rate published by Westpac its successors or assigns from time to time plus 5% per annum calculated on the outstanding amount at such intervals as we determine capitalised annually.
- Equipment** means each and every item of equipment specified in the Schedule and includes any part of it together with all spare parts, or enhancements which may be incorporated in the Equipment during the currency of this Agreement or any replacement Equipment provided during the currency of this Agreement.

**Filtering Agent** means any material or additive required to be installed or loaded into the Equipment for its continued and efficient use or operation in connection with air filtration.

**Insurance** means any insurance policy or cover required to be obtained by you under clause 7.

**Insolvent** means bankrupt, in receivership, in receivership and management, in liquidation or provisional liquidation, under administration, wound up or subject to any arrangement, assignment or composition, or protected from creditors under any statute or unable to pay your debts as and when they fall due or an event of default (however defined) occurs under any other financing arrangement whether by way of loan, lease, hiring agreement, or other financing arrangement to which you are a party, or you repudiate such financing arrangement.

**Market Value of the Equipment** means the value of the Equipment as determined by a person nominated by us as being experienced in the valuation of equipment of a type similar to the Equipment.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**Rebate Rate** means the rate that when applied to a future Usage Charge or the value of the Equipment will ensure that we will receive the same rate of pre-tax return after that discounting that we would have received from this Agreement if all Usage Charges and other payments had been paid on their respective due dates and we received the Equipment back in its required condition on the last day of the Term or the Extension Term (as applicable).

**Recoverable Amount** means the total of the following: (a) the sum of any Usage Charges due but unpaid as at the date of termination plus (b) the sum of the Usage Charges which would but for the termination have become owing for the balance of the Term (after the deduction of stamp duty and GST where applicable, and a reasonable reduction for savings we will make (if any) because we no longer have to provide the Repair and Maintenance Service), discounted by the Rebate Rate plus (c) any other amount due but unpaid under this Agreement plus (d) any additional loss (including any loss of profit, cost or expense as determined by us) which we incur in breaking or varying any arrangement we made in order to fund the Equipment for the Term.

**Repair and Maintenance Service** means a repair and maintenance service for the Equipment in accordance with clause 8.

**Schedule** means the schedule which appears at the beginning of this Agreement.

**Services** means the services to be provided by us in accordance with the Terms and Conditions.

**Term** means the Term in months as stated on the Schedule.

**Usage Charge** means the Usage Charge as stated in the Schedule.

**We and Us** means Forum Enviro (Aust) Pty Ltd and includes our agents and other authorised representatives.

**You, Your and Customer** means the person named as Customer in the Schedule and each and every one of them jointly and severally.

**Waste Material** includes all material or additives loaded into the Equipment.

23.2 In the interpretation of this Agreement (a) the singular includes the plural and vice versa, any gender includes the other genders and a person includes an individual, body corporate, partnership or governmental corporation or authority, and (b) any warranty, obligation or right which binds or benefits two or more persons under this Agreement binds or benefits those persons jointly and severally.

Want to  
know more?  
Let's Talk

p. 1300 036 786  
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w. [forumenviro.com.au](http://forumenviro.com.au)

#### Australia

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Level 5, 141 Walker Street. North Sydney NSW 2060

**Melbourne.**  
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**Brisbane.**  
26 Edmondstone Rd, Bowen Hills QLD 4006

**Gold Coast.**  
Level 2, 46 Cavill Avenue, Surfers Paradise QLD 4217

**Perth.**  
Suite 1, 28 Belmont Avenue. Belmont WA 6104

**London. Singapore. Tokyo**

Agreement To: \_\_\_\_\_

Agreement No. \_\_\_\_\_

Equipment

Product Description	Serial No.	Location Address
ORCA OG50	OG50 102AEA	34 Lidco Street Arndell Park NSW 2148
ORCA OG50	OG50 106AEA	34 Lidco Street Arndell Park NSW 2148
ORCA OG50	OG50 110AEA	34 Lidco Street Arndell Park NSW 2148
ORCA OG50	OG50 114AEA	34 Lidco Street Arndell Park NSW 2148
ORCA OG50	OG50 118AEA	34 Lidco Street Arndell Park NSW 2148
ORCA OG50	OG50 122AEA	34 Lidco Street Arndell Park NSW 2148
ORCA OG50	OG50 126AEA	34 Lidco Street Arndell Park NSW 2148
ORCA OG50	OG50 130AEA	34 Lidco Street Arndell Park NSW 2148
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ORCA OG50	OG50 142AEA	34 Lidco Street Arndell Park NSW 2148
ORCA OG50	OG50 146AEA	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 102AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 111AEK	34 Lidco Street Arndell Park NSW 2148
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ORCA OG100	OG100 286AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 337AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 388AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 439AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 490AEK	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG100 541AEK	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG100 592AEK	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG100 643AEK	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG100 674AEK	161 Boundary Rd, Rocklea QLD 4106
ORCA OG100	OG100 505AEK	161 Boundary Rd, Rocklea QLD 4106

Agreement To. \_\_\_\_\_


Agreement No. \_\_\_\_\_

Equipment		
ORCA OG100	OG100 339AEK	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100 467AEK	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100 223AEK	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100 181AEK	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100 265AEK	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100 509AEK	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100 753AEK	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100 997AEK	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100 141AEK	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100 145AEK	34 Lidco Street, Arndell Park, NSW 2009
ORCA OG100	OG100 149AEK	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100 153AEK	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100 157AEK	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100 161AEK	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100 167AEK	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100 169AEK	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100 179AEK	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100 177AEK	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100 185AEK	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100 182AEK	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100 193AEK	540 Churchill Rd, Kilburn SA 5084
ORCA OG100	OG100 204AEK	540 Churchill Rd, Kilburn SA 5084

**Customer's Signature**

Signed for and on behalf of: Veolia Environmental Services (Australia) Pty Ltd

ABN: 20 051 316 584

Signature: 

Name of Signatory: PREET BRAR

Title of Signatory: CFO Date: 13/11/18



**Settlement amount calculation**

Usage charges	108,300.00	No of monthly payments	60.00
Discount rate	5.10%		
Day count	365		
Settlement date	20-Dec-18		

**Solve**

Check

Notional Payment Dates	Adjusted Payment Dates	Settlement Amount	Usage charges	Interest	Principal	Balance
20-Dec-18	20-Dec-18	-5,740,857.35			-5,740,857.35	-5,740,857.35
31-Dec-18	31-Dec-18		108,300.00	-8,823.62	99,476.38	-5,641,380.97
31-Jan-19	31-Jan-19		108,300.00	-24,435.68	83,864.32	-5,557,516.65
28-Feb-19	28-Feb-19		108,300.00	-21,742.83	86,557.17	-5,470,959.48
31-Mar-19	29-Mar-19		108,300.00	-22,168.63	86,131.37	-5,384,828.11
30-Apr-19	30-Apr-19		108,300.00	-24,076.82	84,223.18	-5,300,604.93
31-May-19	31-May-19		108,300.00	-22,959.61	85,340.39	-5,215,264.54
30-Jun-19	28-Jun-19		108,300.00	-20,403.83	87,896.17	-5,127,368.37
31-Jul-19	31-Jul-19		108,300.00	-23,642.08	84,657.92	-5,042,710.45
31-Aug-19	30-Aug-19		108,300.00	-21,137.94	87,162.06	-4,955,548.39
30-Sep-19	30-Sep-19		108,300.00	-21,464.99	86,835.01	-4,868,713.38
31-Oct-19	31-Oct-19		108,300.00	-21,088.87	87,211.13	-4,781,502.25
30-Nov-19	29-Nov-19		108,300.00	-19,374.91	88,925.09	-4,692,577.16
31-Dec-19	31-Dec-19		108,300.00	-20,981.61	87,318.39	-4,605,258.77
31-Jan-20	31-Jan-20		108,300.00	-19,947.71	88,352.29	-4,516,906.48
29-Feb-20	28-Feb-20		108,300.00	-17,671.62	90,228.38	-4,426,278.10
31-Mar-20	31-Mar-20		108,300.00	-19,790.92	88,509.08	-4,337,769.02
30-Apr-20	30-Apr-20		108,300.00	-18,182.98	90,117.02	-4,247,652.00
31-May-20	29-May-20		108,300.00	-17,211.72	91,088.28	-4,156,563.72
30-Jun-20	30-Jun-20		108,300.00	-18,584.96	89,715.04	-4,066,848.68
31-Jul-20	31-Jul-20		108,300.00	-17,615.58	90,684.42	-3,976,164.26
31-Aug-20	31-Aug-20		108,300.00	-17,222.78	91,077.22	-3,885,087.04
30-Sep-20	30-Sep-20		108,300.00	-16,285.43	92,014.57	-3,793,072.47
31-Oct-20	30-Oct-20		108,300.00	-15,899.73	92,400.27	-3,700,672.20
30-Nov-20	30-Nov-20		108,300.00	-16,029.49	92,270.51	-3,608,401.69
31-Dec-20	31-Dec-20		108,300.00	-15,629.82	92,670.18	-3,515,731.51
31-Jan-21	29-Jan-21		108,300.00	-14,245.94	94,054.06	-3,421,677.45
28-Feb-21	28-Feb-21		108,300.00	-13,386.73	94,913.27	-3,326,764.18
31-Mar-21	31-Mar-21		108,300.00	-15,339.57	92,960.43	-3,233,803.75
30-Apr-21	30-Apr-21		108,300.00	-13,555.40	94,744.60	-3,139,059.15
31-May-21	31-May-21		108,300.00	-13,596.86	94,703.14	-3,044,356.01
30-Jun-21	30-Jun-21		108,300.00	-12,761.27	95,538.73	-2,948,817.28
31-Jul-21	30-Jul-21		108,300.00	-12,360.80	95,939.20	-2,852,878.08
31-Aug-21	31-Aug-21		108,300.00	-12,755.88	95,544.12	-2,757,333.96
30-Sep-21	30-Sep-21		108,300.00	-11,558.14	96,741.86	-2,660,592.10
31-Oct-21	29-Oct-21		108,300.00	-10,780.86	97,519.14	-2,563,072.96
30-Nov-21	30-Nov-21		108,300.00	-11,460.10	96,839.90	-2,466,233.06
31-Dec-21	31-Dec-21		108,300.00	-10,682.51	97,617.49	-2,368,615.57
31-Jan-22	31-Jan-22		108,300.00	-10,259.67	98,040.33	-2,270,575.24
28-Feb-22	28-Feb-22		108,300.00	-8,883.24	99,416.76	-2,171,158.48
31-Mar-22	31-Mar-22		108,300.00	-9,404.39	98,895.61	-2,072,262.87
30-Apr-22	29-Apr-22		108,300.00	-8,396.92	99,903.08	-1,972,359.79
31-May-22	31-May-22		108,300.00	-8,818.88	99,481.12	-1,872,878.67
30-Jun-22	30-Jun-22		108,300.00	-7,850.70	100,449.30	-1,772,429.37
31-Jul-22	29-Jul-22		108,300.00	-7,181.98	101,118.02	-1,671,311.35
31-Aug-22	31-Aug-22		108,300.00	-7,706.35	100,593.65	-1,570,717.70
30-Sep-22	30-Sep-22		108,300.00	-6,584.10	101,715.90	-1,469,001.80
31-Oct-22	31-Oct-22		108,300.00	-6,362.99	101,937.01	-1,367,064.79
30-Nov-22	30-Nov-22		108,300.00	-5,730.44	102,569.56	-1,264,495.23
31-Dec-22	30-Dec-22		108,300.00	-5,300.49	102,999.51	-1,161,495.72
31-Jan-23	31-Jan-23		108,300.00	-5,193.32	103,106.68	-1,058,389.04
28-Feb-23	28-Feb-23		108,300.00	-4,140.77	104,159.23	-954,229.81
31-Mar-23	31-Mar-23		108,300.00	-4,133.25	104,166.75	-850,063.06
30-Apr-23	28-Apr-23		108,300.00	-3,325.73	104,974.27	-745,088.79
31-May-23	31-May-23		108,300.00	-3,435.57	104,864.43	-640,224.36
30-Jun-23	30-Jun-23		108,300.00	-2,683.68	105,616.32	-534,608.04
31-Jul-23	31-Jul-23		108,300.00	-2,315.66	105,984.34	-428,623.70
31-Aug-23	31-Aug-23		108,300.00	-1,856.59	106,443.41	-322,180.29
30-Sep-23	29-Sep-23		108,300.00	-1,305.49	106,994.51	-215,185.78
31-Oct-23	31-Oct-23		108,300.00	-962.15	107,337.85	-107,847.93
30-Nov-23	30-Nov-23		108,300.00	-452.07	107,847.93	0.00
Totals		-5,740,857.35	6,498,000.00	-757,142.65	5,740,857.35	