



ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted 12/07/2021  
 ARBN (Australian Registered Body Number) 602 309 366  
 ABN -  
 Current Name SMBC LEASING AND FINANCE, INC.  
 Registered In  
 Registration Date 03/11/2014  
 Review Date -  
 Company Type ARBN (Australian Registered Body Number)  
 Current Directors 6  
 Current Secretaries 0

Start Date 13/10/2014  
 Name SMBC LEASING AND FINANCE, INC.  
 Name Start Date 03/11/2014  
 Status Registered  
 Type Foreign Company (Overseas)  
 Class Does Not Have An Equivalent Australian Liability  
 Sub Class Unknown  
 Disclosing Entity No  
 Document No. 029072568

Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
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(creditor)watch - Credit Score (672)

[Go to Full Credit Report](#)

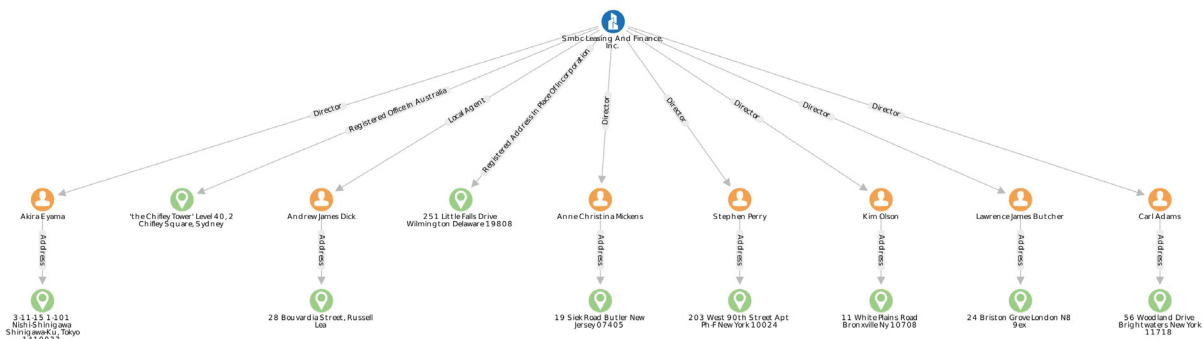


Risk Data Summary

Court Judgments 0    Payment Defaults 0    Insolvency Notices 0    Mercantile Enquiries 0    Credit Enquiries 6

REVEAL - Company Visualisation

[Go to full workspace](#)



**ASIC Data Extracted 12/07/2021 at 12:01**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

**- 602 309 366 SMBC LEASING AND FINANCE, INC. -**

<b>ARBN (Australian Registered Body Number):</b>	602 309 366	<b>Document No.</b>
<b>ABN:</b>		
<b>Current Name:</b>	SMBC LEASING AND FINANCE, INC.	
<b>Registered in:</b>		
<b>Registration Date:</b>	03/11/2014	
<b>Company Bounded By:</b>		

**- Current Organisation Details -**

<b>Name:</b>	SMBC LEASING AND FINANCE, INC.	029072568
<b>Name Start Date:</b>	03/11/2014	
<b>Status:</b>	Registered	
<b>Type:</b>	Foreign Company (Overseas)	
<b>Class:</b>	Does Not Have An Equivalent Australian Liability	
<b>Sub Class:</b>	Unknown	

**- Company Addresses -**

<b>- Registered Office in Australia</b>		029072568
<b>Address:</b>	'THE CHIFLEY TOWER' LEVEL 40 2 CHIFLEY SQUARE SYDNEY NSW 2000	
<b>Start Date:</b>	03/11/2014	

<b>- Regd. Address in Place of Incorp.</b>		030177446
<b>Address:</b>	THE PRENTICE-HALL CORPORATION SYSTEM, INC. 251 LITTLE FALLS DRIVE WILMINGTON DELAWARE 19808 UNITED STATES	
<b>Start Date:</b>	19/06/2017	

**- Company Officers -**

**Note:**  
A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.  
\* Check documents listed under ASIC Documents Received for recent changes.

**Name:** ANNE CHRISTINA MICKENS 030047107  
**Address:** 19 SIEK ROAD BUTLER NEW JERSEY 07405 UNITED STATES  
**Birth Details:** 27/11/1956 HOBOKEN,NEW JERSEY UNITED STATES  
**Appointment Date:** 11/05/2017  
**Cease Date:** //

**Name:** STEPHEN PERRY 030405937  
**Address:** 203 WEST 90TH STREET APT PH-F NEW YORK 10024 UNITED STATES  
**Birth Details:** 12/01/1969 ALTOONA, PENNSYLVANIA UNITED STATES  
**Appointment Date:** 27/08/2018  
**Cease Date:** //

**Name:** KIM OLSON 030593781  
**Address:** 11 WHITE PLAINS ROAD BRONXVILLE NY 10708 UNITED STATES  
**Birth Details:** 22/12/1964 SACRAMENTO UNITED STATES  
**Appointment Date:** 13/05/2019  
**Cease Date:** //

**Name:** LAWRENCE JAMES BUTCHER 030593781  
**Address:** 24 BRISTON GROVE LONDON N8 9EX UNITED KINGDOM  
**Birth Details:** 30/12/1968 STOCKTON-ON-REES UNITED KINGDOM  
**Appointment Date:** 13/05/2019  
**Cease Date:** //

**Name:** CARL ADAMS 030956224  
**Address:** 56 WOODLAND DRIVE BRIGHTWATERS NEW YORK 11718 UNITED STATES  
**Birth Details:** 18/09/1959 BAYSHORE, NEW YORK UNITED STATES  
**Appointment Date:** 03/06/2020  
**Cease Date:** //

**Name:** AKIRA EYAMA 031292458  
**Address:** 3-11-15 1-101 NISHI-SHINIGAWA SHINIGAWA-KU, TOKYO 1410033 JAPAN  
**Birth Details:** 27/03/1970 OKAZAKI CITY JAPAN  
**Appointment Date:** 13/05/2019  
**Cease Date:** //

#### Local Agent

**Name:** ANDREW JAMES DICK 030792094  
**Address:** 28 BOUVARDIA STREET RUSSELL LEA NSW 2046  
**Birth Details:** //  
**Appointment Date:** 12/12/2019  
**Cease Date:** //

- Share Structure -

**\*Note:**

Share details are not provided if:

(a) The company is not limited by shares; or

(b) The company has been registered less than 18 months and the first Annual Return has not been lodged. Check ASIC Documents section for recent changes. Documents pertaining to Shares may be ordered via DOCIMAGE.

**- Share/Interest Holding -**

**- External Administration Documents -**

**There are no external administration documents held for this organisation.**

**- Charges -**

**There are no charges held for this organisation.**

**Notes:**

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, [www.ppsr.gov.au](http://www.ppsr.gov.au).

InfoTrack may cap documents for on-file searches to 250.

**- Document List -**

**Notes:**

\* Documents already listed under Registered Charges are not repeated here.

\* Data from Documents with no Date Processed are not included in this Extract.

\* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

\* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

\* In certain circumstances documents may be capped at 250.

<b>Form Type</b>	<b>Date Received</b>	<b>Date Processed</b>	<b>No. Pages</b>	<b>Effective Date</b>	<b>Document No.</b>
405	07/06/2021	11/06/2021	69	22/06/2020	031292458
405D	Statement Verifying Balance Sheet of a Foreign Company Change to Directors/ Change Name or Address of Officeholder				
405	22/06/2020	21/07/2020	66	03/06/2019	030956224
405D	Statement Verifying Balance Sheet of a Foreign Company Change to Directors/ Change Name or Address of Officeholder				
418	23/12/2019	24/12/2019	3	23/12/2019	030792093
418	Memorandum of Appointment of Agent of a Foreign Company				
404	23/12/2019	24/12/2019	5	12/12/2019	030792094
404	Notification Of				
404A	Appointment of Agent				
404C	Cessation of Agency				



403	31/07/2019	01/08/2019	2	31/07/2019	030692254
403	Verification of Document Authorising Execution of Memorandum Of Appointment				
418	31/07/2019	01/08/2019	2	31/07/2019	030692253
418	Memorandum of Appointment of Agent of a Foreign Company				
404	31/07/2019	01/08/2019	5	26/07/2019	030692252
404	Notification Of				
404A	Appointment of Agent				
404C	Cessation of Agency				
405	03/06/2019	05/06/2019	63	16/07/2018	030613188
405	Statement Verifying Balance Sheet of a Foreign Company				
490	03/06/2019	05/06/2019	5	13/05/2019	030593781
490A	Change to Officeholders of a Registered Body Appoint/cease Directors - Registered Body				
490	17/09/2018	21/09/2018	3	27/08/2018	030405937
490A	Change to Officeholders of a Registered Body Appoint/cease Directors - Registered Body				
405	16/07/2018	01/08/2018	64	01/12/2017	030364553
405D	Statement Verifying Balance Sheet of a Foreign Company Change to Directors/ Change Name or Address of Officeholder				
418	09/05/2018	09/05/2018	2	09/05/2018	030288595
418	Memorandum of Appointment of Agent of a Foreign Company				
404	09/05/2018	09/05/2018	5	12/04/2018	030288594
404	Notification Of				
404A	Appointment of Agent				
404C	Cessation of Agency				
490	09/05/2018	09/05/2018	3	25/04/2018	030288593
490A	Change to Officeholders of a Registered Body Appoint/cease Directors - Registered Body				
405	01/12/2017	05/12/2017	52	22/12/2016	030177446
405	Statement Verifying Balance Sheet of a Foreign Company				
405A	Change of Foreign Address of a Registered Body				
405D	Change to Directors/ Change Name or Address of Officeholder				
490	13/06/2017	14/06/2017	4	11/05/2017	030047107
490A	Change to Officeholders of a Registered Body Appoint/cease Directors - Registered Body				
405	22/12/2016	27/01/2017	51	20/01/2016	029807585
405D	Statement Verifying Balance Sheet of a Foreign Company Change to Directors/ Change Name or Address of Officeholder				
418	20/09/2016	26/09/2016	2	20/09/2016	029572902

418	Memorandum of Appointment of Agent of a Foreign Company				
404	20/09/2016	26/09/2016	3	18/04/2016	029572901
404	Notification Of				
404A	Appointment of Agent				
404C	Cessation of Agency				
405	20/01/2016	28/01/2016	50	22/12/2014	029430715
405D	Statement Verifying Balance Sheet of a Foreign Company				
	Change to Directors/ Change Name or Address of Officeholder				
405	22/12/2014	16/01/2015	49	03/11/2014	029152065
405	Statement Verifying Balance Sheet of a Foreign Company				
418	13/10/2014	03/11/2014	2	13/10/2014	029072846
418	Memorandum of Appointment of Agent of a Foreign Company				
416	13/10/2014	03/11/2014	14	13/10/2014	029072845
416	Certified Copy of The Constitution of a Foreign Company				
415	13/10/2014	03/11/2014	3	13/10/2014	029072844
415	Certified Copy Certificate of Incorporation or Registration				
	Of Foreign Company				
402	13/10/2014	03/11/2014	10	13/10/2014	029072568
402A	Application For Registration as a Foreign Company				

**- Company Contact Addresses -**

\*\*\* End of Document \*\*\*

## Risk Data

### Summary

Court Actions:	0
Payment Defaults:	0
ASIC Published Notices:	0
Mercantile Enquiries:	0
Critical ASIC Documents:	0
Credit Score:	672
Credit Enquiries - Last 5 Years:	6
Credit Enquiries - Last 12 Months:	4

## Credit Report

### Court Actions

Plaintiff	Action	Action Amount	Action Date	Nature of claim	Proceeding #	Location
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There are currently no court actions registered.

Court action information is supplied to CreditorWatch by the courts. We rely on the courts to provide up to date and accurate information and therefore CreditorWatch cannot guarantee that all actions are included. This report includes action information from the Magistrates courts in NSW, QLD, SA, VIC, and WA.

### Payment Defaults

Default Posted By	Document Type	Amount Outstanding	Date Added	Payment Due Date	Part Payment Made	Default Settled
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There are currently no defaults registered.

### ASIC Published Notices

Date	Title
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There are currently no ASIC Published Notices registered.

### Registered Mercantile Enquiries

Enquiry Date	Mercantile Agent
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There are no mercantile enquiries registered.

# Credit Score

The score is a statistically based score indicating an entity's credit worthiness. The score ultimately ranks entities based on their riskiness and is designed to assist you in making more informed and consistent credit decisions.

The score is based between 0 and 850 index points with a higher score considered lower risk while lower scores are deemed to be riskier entities. It should be used in partnership with your internal credit procedures and policies.

**Credit Rating Grade:**

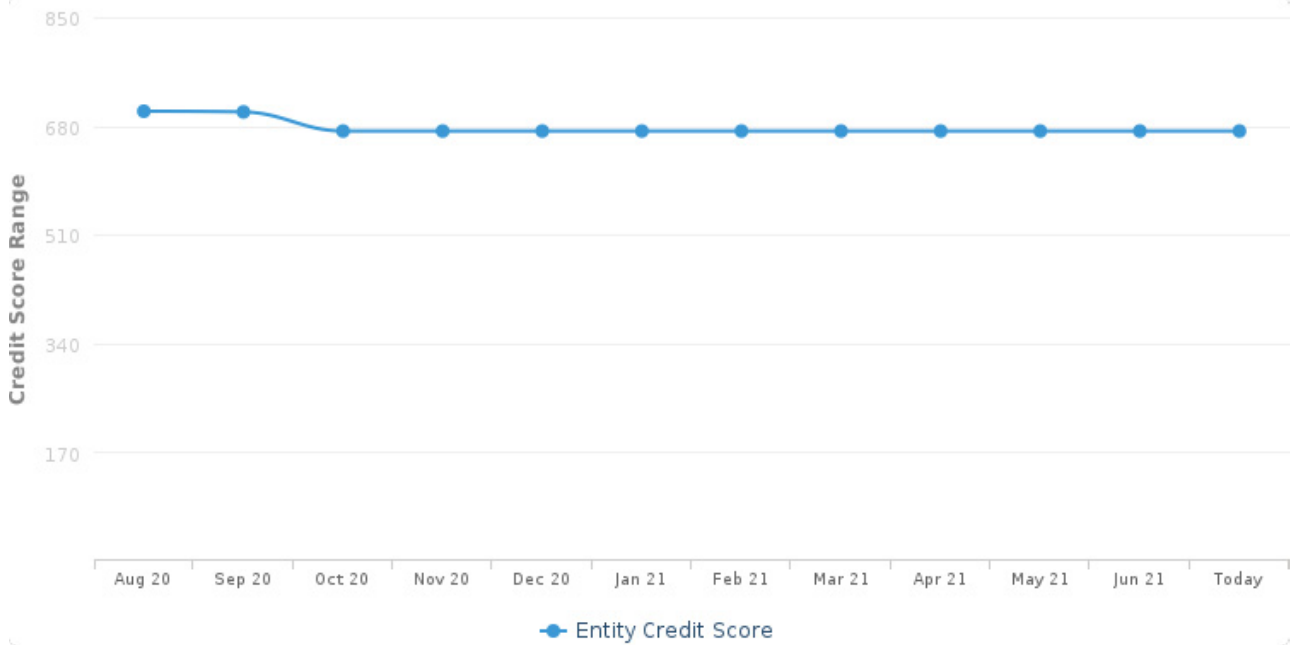
**Risk Level:** Not available

**Credit Advice for rating:** There is no recommendation available for this business

Entity has a 0.20% chance of failure within the next 12 months



## Historical Credit Scores



## Recommendations

Credit Rating	Risk Category	Recommendation
A1, A2, A3	Very Low	Entity has a very strong aptitude to meet credit commitments. Extend terms within consideration.
B1, B2	Low	Entity has a strong aptitude to meet credit commitments. Unfavourable economic conditions may lead to a weakened capability to meet financial commitments. Extend terms within consideration.
B3, C1	Neutral	Entity currently has the aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions may impair ability to meet financial commitments. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Entity has an adequate aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions will likely impair the capacity or willingness to meet financial commitments. Extend terms, closely monitor ongoing payment behaviour.

### Credit Rating Risk Category Recommendation

C3	Borderline	Entity is vulnerable and the aptitude to meet credit commitments is dependent upon favourable business, financial, and economic conditions. Trade with caution, closely monitor and consider your payment terms.
D1, D2, D3	High	Entity is currently highly vulnerable. COD trading highly recommended.
E	Impaired	Entity is currently highly vulnerable to non-payment and default. Trading eligibility must be considered.
F	Default	Entity has become insolvent or does not have the ability to trade

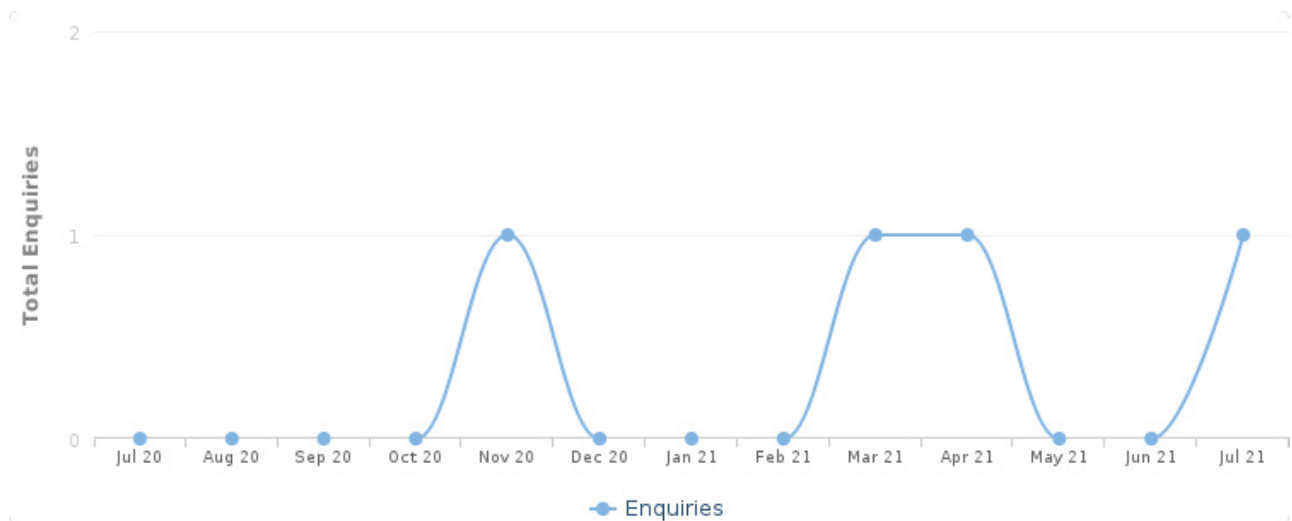
score v.20150123a

Please note that the score and recommendation should be used in partnership with your company's internal credit procedures and policies. The score should not be used as the sole reason in making a decision about the entity.

## Credit Enquiries

Entity has 6 credit enquiries within the last 5 years.  
Entity has 4 credit enquiries within the last 12 months.

### Credit Enquiries (Last 12 Months)



### Ordered by Industry (Last 12 Months)

Industry	Number of Enquiries
Professional, Scientific and Technical Services (M)	3
Agriculture, Forestry and Fishing (A)	1
TOTAL ENQUIRIES	4

### Ordered by Date (Last 12 Months)

Industry	Date
Professional, Scientific and Technical Services (M)	12-07-2021
Professional, Scientific and Technical Services (M)	16-04-2021

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<b>Industry</b>	<b>Date</b>
Professional, Scientific and Technical Services (M)	09-03-2021
Agriculture, Forestry and Fishing (A)	19-11-2020

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## Historical Timeline

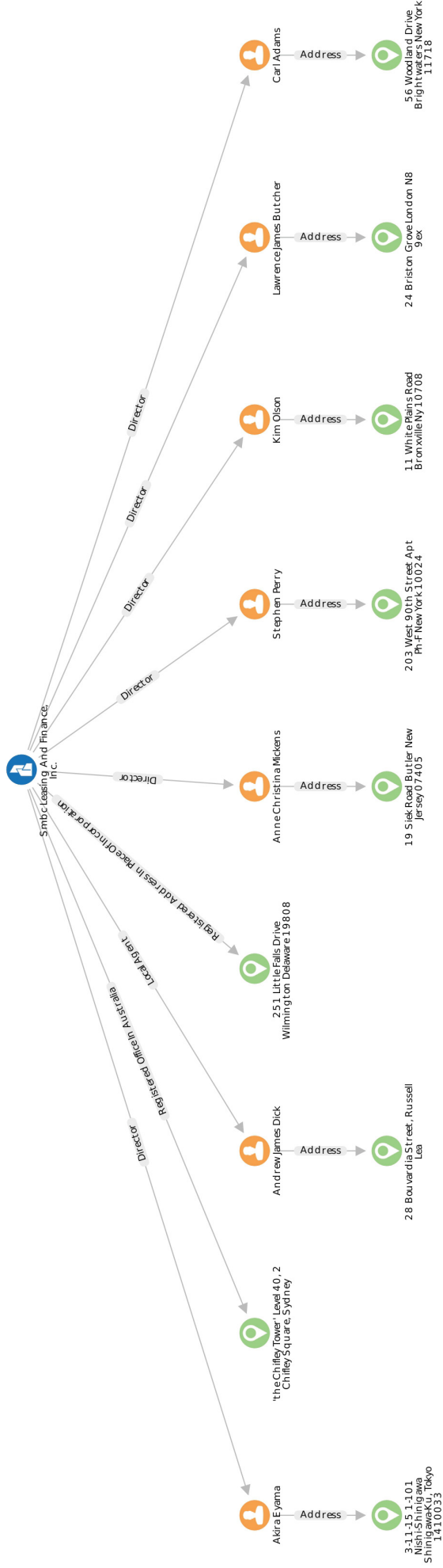
Date	Type	Notes
22-06-2020	ASIC Document	#031292458 Form 405 Statement Verifying Balance Sheet of a Foreign Company Change to Directors/ Change Name or Address of Officeholder
23-12-2019	ASIC Document	#030792093 Form 418 Memorandum of Appointment of Agent of a Foreign Company
12-12-2019	ASIC Document	#030792094 Form 404 Notification Of Appointment of Agent Cessation of Agency
31-07-2019	ASIC Document	#030692254 Form 403 Verification of Document Authorising Execution of Memorandum Of Appointment #030692253 Form 418 Memorandum of Appointment of Agent of a Foreign Company
26-07-2019	ASIC Document	#030692252 Form 404 Notification Of Appointment of Agent Cessation of Agency
03-06-2019	ASIC Document	#030956224 Form 405 Statement Verifying Balance Sheet of a Foreign Company Change to Directors/ Change Name or Address of Officeholder
13-05-2019	ASIC Document	#030593781 Form 490 Change to Officeholders of a Registered Body Appoint/cease Directors - Registered Body
27-08-2018	ASIC Document	#030405937 Form 490 Change to Officeholders of a Registered Body Appoint/cease Directors - Registered Body
16-07-2018	ASIC Document	#030613188 Form 405 Statement Verifying Balance Sheet of a Foreign Company
09-05-2018	ASIC Document	#030288595 Form 418 Memorandum of Appointment of Agent of a Foreign Company
25-04-2018	ASIC Document	#030288593 Form 490 Change to Officeholders of a Registered Body Appoint/cease Directors - Registered Body
12-04-2018	ASIC Document	#030288594 Form 404 Notification Of Appointment of Agent Cessation of Agency
01-12-2017	ASIC Document	#030364553 Form 405 Statement Verifying Balance Sheet of a Foreign Company Change to Directors/ Change Name or Address of Officeholder
11-05-2017	ASIC Document	#030047107 Form 490 Change to Officeholders of a Registered Body Appoint/cease Directors - Registered Body
22-12-2016	ASIC Document	#030177446 Form 405 Statement Verifying Balance Sheet of a Foreign Company Change of Foreign Address of a Registered Body Change to Directors/ Change Name or Address of Officeholder

Date	Type	Notes
20-09-2016	ASIC Document	#029572902 Form 418 Memorandum of Appointment of Agent of a Foreign Company
18-04-2016	ASIC Document	#029572901 Form 404 Notification Of Appointment of Agent Cessation of Agency
20-01-2016	ASIC Document	#029807585 Form 405 Statement Verifying Balance Sheet of a Foreign Company Change to Directors/ Change Name or Address of Officeholder
22-12-2014	ASIC Document	#029430715 Form 405 Statement Verifying Balance Sheet of a Foreign Company Change to Directors/ Change Name or Address of Officeholder
03-11-2014	ASIC Document	#029152065 Form 405 Statement Verifying Balance Sheet of a Foreign Company
13-10-2014	ASIC Document	#029072846 Form 418 Memorandum of Appointment of Agent of a Foreign Company #029072845 Form 416 Certified Copy of The Constitution of a Foreign Company #029072844 Form 415 Certified Copy Certificate of Incorporation or Registration Of Foreign Company #029072568 Form 402 Application For Registration as a Foreign Company

## Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. The information should therefore be used in conjunction with your own investigations and you should not rely solely on this information when making credit or financial decisions. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.





ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted	18/06/2021
ACN	607 484 364
ABN	78 607 484 364
Current Name	FORUM ENVIRO (AUST) PTY LTD
Registered In	New South Wales
Registration Date	05/08/2015
Review Date	05/08/2021
Company Type	ACN (Australian Company Number)
Current Directors	1
Current Secretaries	1

Start Date	05/08/2015
Name	FORUM ENVIRO (AUST) PTY LTD
Name Start Date	05/08/2015
Status	Registered
Type	Australian Proprietary Company
Class	Limited By Shares
Sub Class	Proprietary Company
Disclosing Entity	No
Document No.	2E2243073

Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARES	1	\$1.00

(creditor)watch - Credit Score (552)

[Go to Full Credit Report](#)

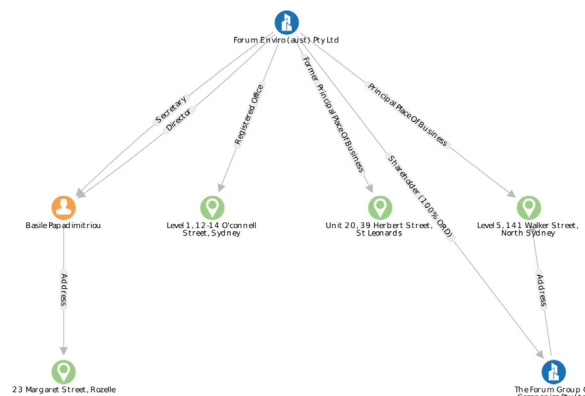


Risk Data Summary

Court Judgments	0	Payment Defaults	0	Insolvency Notices	0	Mercantile Enquiries	0	Credit Enquiries	29
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REVEAL - Company Visualisation

[Go to full workspace](#)



**ASIC Data Extracted 18/06/2021 at 00:00**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

This On-File Report is a company extract that at the time of order (08/07/2021), was already held by InfoTrack and had not changed since it was last ordered on 18/06/2021.

**- 607 484 364 FORUM ENVIRO (AUST) PTY LTD -**

<b>ACN (Australian Company Number):</b>	607 484 364	<b>Document No.</b>
<b>ABN:</b>	78 607 484 364	
<b>Current Name:</b>	FORUM ENVIRO (AUST) PTY LTD	
<b>Registered in:</b>	New South Wales	
<b>Registration Date:</b>	05/08/2015	
<b>Review Date:</b>	05/08/2021	
<b>Company Bounded By:</b>		

**- Current Organisation Details -**

<b>Name:</b>	FORUM ENVIRO (AUST) PTY LTD	2E2243073
<b>Name Start Date:</b>	05/08/2015	
<b>Status:</b>	Registered	
<b>Type:</b>	Australian Proprietary Company	
<b>Class:</b>	Limited By Shares	
<b>Sub Class:</b>	Proprietary Company	

**- Company Addresses -**

<b>- Registered Office</b>		2E2243073
<b>Address:</b>	ROTHSAY ACCOUNTING SERVICES PTY LTD LEVEL 1 12-14 O'CONNELL STREET SYDNEY NSW 2000	
<b>Start Date:</b>	05/08/2015	

<b>- Principal Place of Business</b>		5EAA12376
<b>Address:</b>	LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060	
<b>Start Date:</b>	01/06/2018	

<b>- Previous Principal Place of Business</b>		2E2243073
<b>Address:</b>	UNIT 20 39 HERBERT STREET ST LEONARDS NSW 2065	
<b>Start Date:</b>	05/08/2015	
<b>Cease Date:</b>	31/05/2018	

## - Company Officers -

### Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

\* Check documents listed under ASIC Documents Received for recent changes.

### Director

<b>Name:</b>	BASILE PAPADIMITRIOU	5EAV01018
<b>Address:</b>	23 MARGARET STREET ROZELLE NSW 2039	
<b>Birth Details:</b>	31/08/1972 SYDNEY NSW	
<b>Appointment Date:</b>	05/08/2015	
<b>Cease Date:</b>	//	

### Secretary

<b>Name:</b>	BASILE PAPADIMITRIOU	5EAV01018
<b>Address:</b>	23 MARGARET STREET ROZELLE NSW 2039	
<b>Birth Details:</b>	31/08/1972 SYDNEY NSW	
<b>Appointment Date:</b>	05/08/2015	
<b>Cease Date:</b>	//	

## - Share Structure -

### Current

<b>Class:</b>	ORDINARY SHARES	2E2243073
<b>Number of Shares Issued:</b>	1	
<b>Total Amount Paid / Taken to be Paid:</b>	\$1.00	
<b>Total Amount Due and Payable:</b>	\$0.00	

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### Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

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## - Share/Interest Holding -

### Current

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#### - Holding -

<b>Class:</b>	ORD	<b>Number Held:</b>	1	5EAA12376
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**Beneficially Owned:** Yes

**Fully Paid:** Yes

**- Members -**

**Name:** THE FORUM GROUP OF COMPANIES PTY LTD  
**ACN:** 151 964 626  
**Address:** LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060  
**Joint Holding:** No  
**Abn:** 72 151 964 626

**- External Administration Documents -**

[There are no external administration documents held for this organisation.](#)

**- Charges -**

[There are no charges held for this organisation.](#)

**Notes:**

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced. At that time ASIC transferred all details of current charges to the PPS Registrar. ASIC can only provide details of satisfied charges prior to that date. Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, [www.ppsr.gov.au](http://www.ppsr.gov.au). InfoTrack may cap documents for on-file searches to 250.

**- Document List -**

**Notes:**

- \* Documents already listed under Registered Charges are not repeated here.
- \* Data from Documents with no Date Processed are not included in this Extract.
- \* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- \* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
- \* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484	12/03/2019	12/03/2019	2	12/03/2019	5EAV01018
484A1	Change to Company Details Change Officeholder Name Or Address				
484	04/06/2018	04/06/2018	2	04/06/2018	5EAA12376
484	Change to Company Details				
484C	Change of Principal Place of Business (Address)				
484A2	Change Member Name or Address				
201	05/08/2015	05/08/2015	3	05/08/2015	2E2243073
201C	Application For Registration as a Proprietary Company				

**- Company Contact Addresses -**

**- Contact Address for ASIC use only**

**Address:** GPO BOX 542 SYDNEY NSW 2001

**Start Date:** 21/08/2015

\*\*\* End of Document \*\*\*

## Risk Data

### Summary

Court Actions:	0
Payment Defaults:	0
ASIC Published Notices:	0
Mercantile Enquiries:	0
Critical ASIC Documents:	0
Credit Score:	552
Credit Enquiries - Last 5 Years:	29
Credit Enquiries - Last 12 Months:	18

## Credit Report

### Court Actions

Plaintiff	Action	Action Amount	Action Date	Nature of claim	Proceeding #	Location
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There are currently no court actions registered.

Court action information is supplied to CreditorWatch by the courts. We rely on the courts to provide up to date and accurate information and therefore CreditorWatch cannot guarantee that all actions are included. This report includes action information from the Magistrates courts in NSW, QLD, SA, VIC, and WA.

### Payment Defaults

Default Posted By	Document Type	Amount Outstanding	Date Added	Payment Due Date	Part Payment Made	Default Settled
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There are currently no defaults registered.

### ASIC Published Notices

Date	Title
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There are currently no ASIC Published Notices registered.

### Registered Mercantile Enquiries

Enquiry Date	Mercantile Agent
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There are no mercantile enquiries registered.

# Credit Score

The score is a statistically based score indicating an entity's credit worthiness. The score ultimately ranks entities based on their riskiness and is designed to assist you in making more informed and consistent credit decisions.

The score is based between 0 and 850 index points with a higher score considered lower risk while lower scores are deemed to be riskier entities. It should be used in partnership with your internal credit procedures and policies.

**Credit Rating Grade:** C2

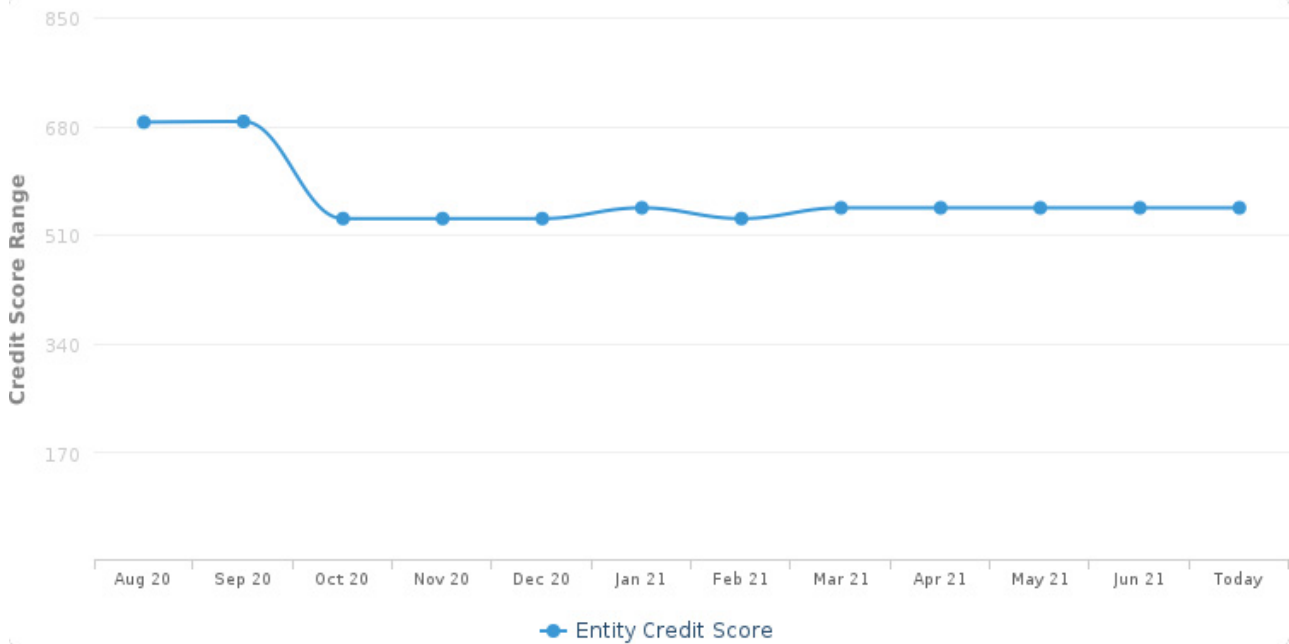
**Risk Level:** Acceptable

**Credit Advice for C2 rating:** Entity has an adequate aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions will likely impair the capacity or willingness to meet financial commitments. Extend terms, closely monitor ongoing payment behaviour.

Entity has a 6.50% chance of failure within the next 12 months



## Historical Credit Scores



## Recommendations

Credit Rating	Risk Category	Recommendation
A1, A2, A3	Very Low	Entity has a very strong aptitude to meet credit commitments. Extend terms within consideration.
B1, B2	Low	Entity has a strong aptitude to meet credit commitments. Unfavourable economic conditions may lead to a weakened capability to meet financial commitments. Extend terms within consideration.
B3, C1	Neutral	Entity currently has the aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions may impair ability to meet financial commitments. Extend terms and monitor ongoing payment behaviour.



### Credit Rating Risk Category Recommendation

C2	Acceptable	Entity has an adequate aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions will likely impair the capacity or willingness to meet financial commitments. Extend terms, closely monitor ongoing payment behaviour.
C3	Borderline	Entity is vulnerable and the aptitude to meet credit commitments is dependent upon favourable business, financial, and economic conditions. Trade with caution, closely monitor and consider your payment terms.
D1, D2, D3	High	Entity is currently highly vulnerable. COD trading highly recommended.
E	Impaired	Entity is currently highly vulnerable to non-payment and default. Trading eligibility must be considered.
F	Default	Entity has become insolvent or does not have the ability to trade

score v.20150123a

Please note that the score and recommendation should be used in partnership with your company's internal credit procedures and policies. The score should not be used as the sole reason in making a decision about the entity.

## Credit Enquiries

Entity has 29 credit enquiries within the last 5 years.  
Entity has 18 credit enquiries within the last 12 months.

### Credit Enquiries (Last 12 Months)



### Ordered by Industry (Last 12 Months)

Industry	Number of Enquiries
Professional, Scientific and Technical Services (M)	18
<b>TOTAL ENQUIRIES</b>	<b>18</b>

### Ordered by Date (Last 12 Months)

Industry	Date
Professional, Scientific and Technical Services (M)	08-07-2021
Professional, Scientific and Technical Services (M)	06-07-2021

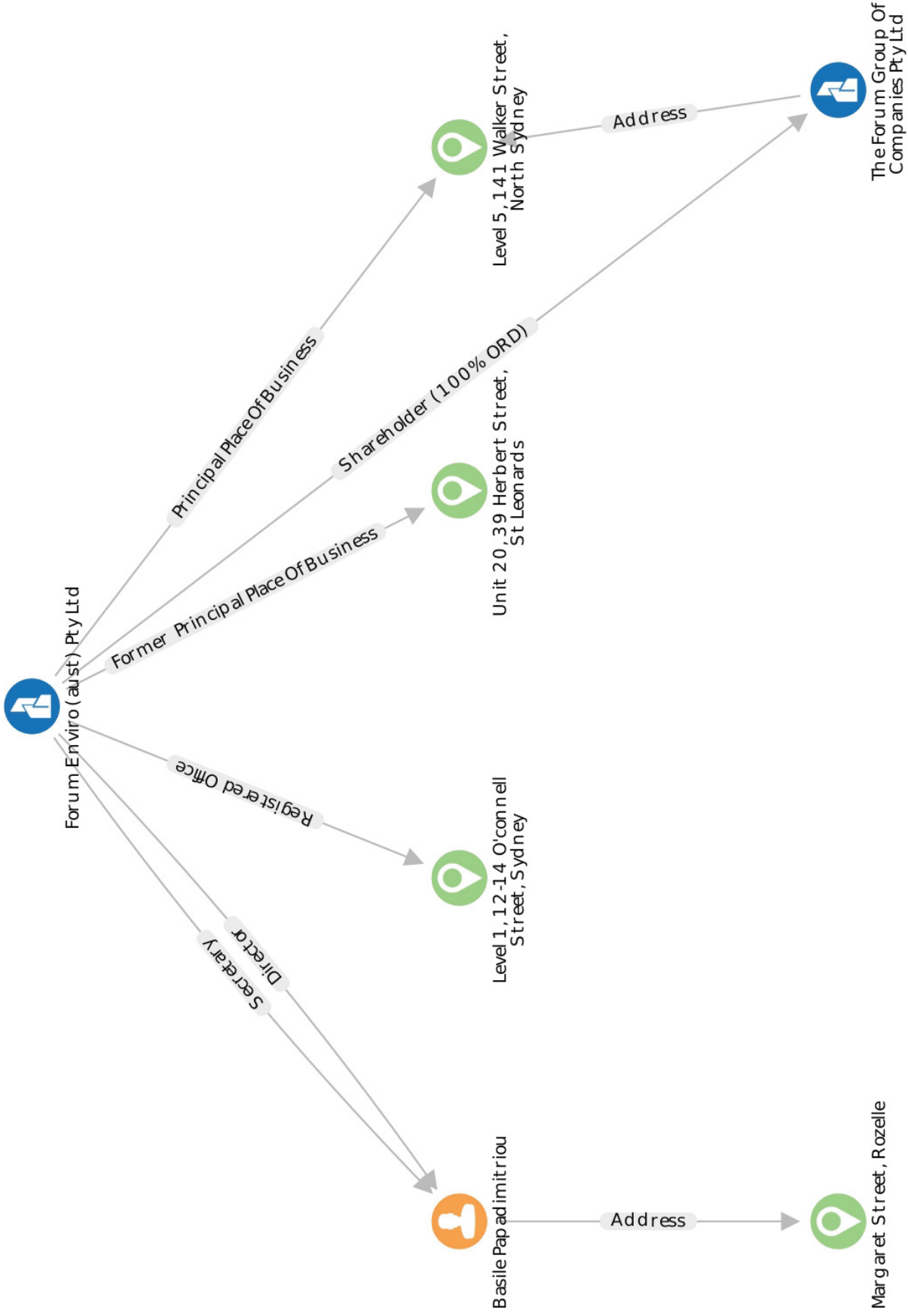
Industry	Date
Professional, Scientific and Technical Services (M)	03-07-2021
Professional, Scientific and Technical Services (M)	29-06-2021
Professional, Scientific and Technical Services (M)	25-06-2021
Professional, Scientific and Technical Services (M)	18-06-2021
Professional, Scientific and Technical Services (M)	21-05-2021
Professional, Scientific and Technical Services (M)	19-04-2021
Professional, Scientific and Technical Services (M)	16-04-2021
Professional, Scientific and Technical Services (M)	08-03-2021
Professional, Scientific and Technical Services (M)	02-02-2021
Professional, Scientific and Technical Services (M)	21-12-2020
Professional, Scientific and Technical Services (M)	13-11-2020
Professional, Scientific and Technical Services (M)	28-09-2020
Professional, Scientific and Technical Services (M)	24-08-2020
Professional, Scientific and Technical Services (M)	27-07-2020
Professional, Scientific and Technical Services (M)	23-07-2020
Professional, Scientific and Technical Services (M)	15-07-2020

## Historical Timeline

Date	Type	Notes
12-03-2019	ASIC Document	#5EAV01018 Form 484 Change to Company Details Change Officeholder Name Or Address
05-06-2018	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2060 from NSW 2065
04-06-2018	ASIC Document	#5EAA12376 Form 484 Change to Company Details Change of Principal Place of Business (Address) Change Member Name or Address
05-08-2015	Entity Status	The Entity Status was changed to Active
05-08-2015	Goods And Services Tax	The Goods and Services Tax was changed to Currently registered for GST
05-08-2015	Main Name	The Main Name was changed to FORUM ENVIRO (AUST) PTY LTD
05-08-2015	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2065
05-08-2015	ASIC Document	#2E2243073 Form 201 Application For Registration as a Proprietary Company

## Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. The information should therefore be used in conjunction with your own investigations and you should not rely solely on this information when making credit or financial decisions. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.



23 Margaret Street, Rozelle

ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted	02/07/2021
ACN	151 964 626
ABN	72 151 964 626
Current Name	THE FORUM GROUP OF COMPANIES PTY LTD
Registered In	New South Wales
Registration Date	07/07/2011
Review Date	07/07/2021
Company Type	ACN (Australian Company Number)
Current Directors	1
Current Secretaries	1

Start Date	07/07/2011
Name	THE FORUM GROUP OF COMPANIES PTY LTD
Name Start Date	07/07/2011
Status	Registered
Type	Australian Proprietary Company
Class	Limited By Shares
Sub Class	Proprietary Company
Disclosing Entity	No
Document No.	1E7548089

Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARES	15199626	\$18,379,949.40

(creditor)watch - Credit Score (577)

[Go to Full Credit Report](#)

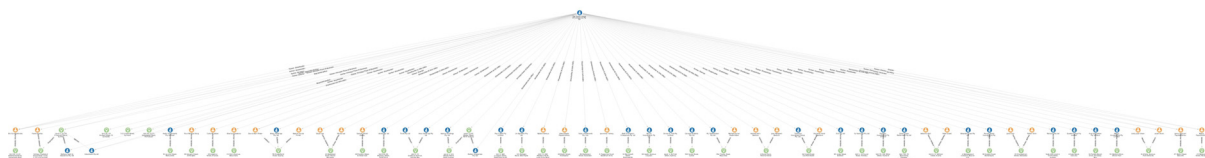


Risk Data Summary

Court Judgments	0	Payment Defaults	0	Insolvency Notices	0	Mercantile Enquiries	0	Credit Enquiries	78
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REVEAL - Company Visualisation

[Go to full workspace](#)



**ASIC Data Extracted 02/07/2021 at 00:00**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

This On-File Report is a company extract that at the time of order (08/07/2021), was already held by InfoTrack and had not changed since it was last ordered on 02/07/2021.

**- 151 964 626 THE FORUM GROUP OF COMPANIES PTY LTD -**

<b>ACN (Australian Company Number):</b>	151 964 626	<b>Document No.</b>
<b>ABN:</b>	72 151 964 626	
<b>Current Name:</b>	THE FORUM GROUP OF COMPANIES PTY LTD	
<b>Registered in:</b>	New South Wales	
<b>Registration Date:</b>	07/07/2011	
<b>Review Date:</b>	07/07/2021	
<b>Company Bounded By:</b>		

**- Current Organisation Details -**

<b>Name:</b>	THE FORUM GROUP OF COMPANIES PTY LTD	1E7548089
<b>Name Start Date:</b>	07/07/2011	
<b>Status:</b>	Registered	
<b>Type:</b>	Australian Proprietary Company	
<b>Class:</b>	Limited By Shares	
<b>Sub Class:</b>	Proprietary Company	

**- Company Addresses -**

<b>- Registered Office</b>		1E7548089
<b>Address:</b>	ROTHSAY ACCOUNTING SERVICES PTY LTD LEVEL 1 12-14 O'CONNELL STREET SYDNEY NSW 2000	
<b>Start Date:</b>	07/07/2011	

<b>- Principal Place of Business</b>		0EAL81329
<b>Address:</b>	LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060	
<b>Start Date:</b>	01/06/2018	

<b>- Previous Principal Place of Business</b>		7E5290091
<b>Address:</b>	UNIT 20 39 HERBERT STREET ST LEONARDS NSW 2065	
<b>Start Date:</b>	14/06/2013	
<b>Cease Date:</b>	31/05/2018	

<b>- Previous Principal Place of Business</b>		7E4058717
-----------------------------------------------	--	-----------

**Address:** 5-11 HARRIS STREET PYRMONT NSW 2009  
**Start Date:** 27/10/2011  
**Cease Date:** 13/06/2013

**- Previous Principal Place of Business**

7E3920032

**Address:** LEVEL 1 12-14 O'CONNELL STREET SYDNEY NSW 2000  
**Start Date:** 30/08/2011  
**Cease Date:** 26/10/2011

**- Previous Principal Place of Business**

1E7548089

**Address:** UNIT 30 11-21 UNDERWOOD ROAD HOMEBUSH NSW 2140  
**Start Date:** 07/07/2011  
**Cease Date:** 29/08/2011

**- Company Officers -**

**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

\* Check documents listed under ASIC Documents Received for recent changes.

**Director**

**Name:** BASILE PAPADIMITRIOU 5EAV01605  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Birth Details:** 31/08/1972 SYDNEY NSW  
**Appointment Date:** 28/09/2011  
**Cease Date:** //

**Previous Director**

**Name:** VINCENZO FRANK TESORIERO 6E5346270  
**Address:** 44 HOWITT ROAD CAULFIELD NORTH VIC 3161  
**Birth Details:** 21/12/1980 MALVERN VIC  
**Appointment Date:** 27/01/2013  
**Cease Date:** 24/04/2020

**Name:** DAVID ALAN PINKER 7E5024215  
**Address:** 78 CHESTERFIELD ROAD EPPING NSW 2121  
**Birth Details:** 25/10/1967 SUBIACO WA  
**Appointment Date:** 27/01/2013  
**Cease Date:** 25/07/2018

**Name:** JASON HOEN 7E5024215  
**Address:** 6-8 DALRY AVENUE PARK ORCHARDS VIC 3114  
**Birth Details:** 06/01/1973 SUBIACO WA  
**Appointment Date:** 27/01/2013  
**Cease Date:** 17/06/2015

**Name:** JENNY POLIXENI PAPADIMITRIOU 7E3920032  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Birth Details:** 25/10/1972 SYDNEY NSW  
**Appointment Date:** 30/08/2011  
**Cease Date:** 18/12/2014

**Name:** ERIC CONSTANTINIDIS 1E7548089  
**Address:** UNIT 30 11-21 UNDERWOOD ROAD HOMEBUSH WEST NSW 2140  
**Birth Details:** 19/03/1980 SYDNEY NSW  
**Appointment Date:** 07/07/2011  
**Cease Date:** 30/08/2011

### Secretary

**Name:** BASILE PAPADIMITRIOU 5EAV01605  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Birth Details:** 31/08/1972 SYDNEY NSW  
**Appointment Date:** 28/09/2011  
**Cease Date:** //

### Previous Secretary

**Name:** JENNY POLIXENI PAPADIMITRIOU 7E3920032  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Birth Details:** 25/10/1972 SYDNEY NSW  
**Appointment Date:** 30/08/2011  
**Cease Date:** 28/09/2011

**Name:** ERIC CONSTANTINIDIS 1E7548089  
**Address:** UNIT 30 11-21 UNDERWOOD ROAD HOMEBUSH WEST NSW 2140  
**Birth Details:** 19/03/1980 SYDNEY NSW  
**Appointment Date:** 07/07/2011  
**Cease Date:** 30/08/2011

### Appointed Auditor

**Name:** 129 769 151 ROTHSAY AUDIT & ASSURANCE PTY LTD 7EAH36384  
**Address:** LEVEL 1 12-14 O'CONNELL STREET SYDNEY NSW 2000 (FR 2018)  
**Appointment Date:** 19/10/2018  
**Cease Date:** //  
**Abn:** 14 129 769 151

### Previous Appointed Auditor



**Name:** FRANK VRACHAS 7E8628128  
**Address:** 'ROTHSAY CHARTERED ACCOUNTANTS' LEVEL 1 12-14 O'CONNELL STREET (FR 2015)  
SYDNEY NSW 2000  
**Birth Details:** //  
**Appointment Date:** 01/06/2015  
**Cease Date:** 29/10/2018

**- Share Structure -**

Current

**Class:** ORDINARY SHARES 9E0025821  
**Number of Shares Issued:** 15199626  
**Total Amount Paid / Taken to be Paid:** \$18,379,949.40  
**Total Amount Due and Payable:** \$0.00

---

**Note:**

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

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**- Share/Interest Holding -**

Current

---

**- Holding -**

**Class:** ORD **Number Held:** 45620 028205726  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** TNCFS PTY LTD  
**ACN:** 150 147 630  
**Address:** UNIT 5 21 GUILFOYLE AVENUE DOUBLE BAY NSW 2028  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 45524 028916109  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** POP CUBED PTY LIMITED  
**ACN:** 159 718 386  
**Address:** UNIT 1 466 LIVERPOOL ROAD STRATHFIELD SOUTH NSW 2136  
**Joint Holding:** No  
**Abn:** 69 159 718 386

---

**- Holding -**

**Class:** ORD **Number Held:** 37854 028916109  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** ALREJA HOLDINGS PTY LTD  
**ACN:** 156 287 884  
**Address:** 78 CHESTERFIELD ROAD EPPING NSW 2121  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 75708 028916109  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** LM AGOSTINO PTY LTD  
**ACN:** 160 260 168  
**Address:** 121 MARSDEN ROAD WEST RYDE NSW 2114  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 37854 028916109  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** NATALIE KERNYA  
**Address:** UNIT 15 438 MOWBRAY RD W LANE COVE WEST NSW 2066  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 37854 028916109  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** KATE ALBERTA PAPADIMITRIOU  
**Address:** 28 MARTIN STREET FRESHWATER NSW 2096  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 350417 9E0006695  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** YALLA INVESTMENTS PTY. LTD.  
**ACN:** 104 128 805  
**Address:** 84 MCPHERSON STREET ESSENDON VIC 3040  
**Joint Holding:** No  
**Abn:** 74 104 128 805

---

**- Holding -**

**Class:** ORD **Number Held:** 137854 9E0006695

**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** JEANNINE TIERNEY  
**Address:** 6 TAPPEINER COURT BAULKHAM HILLS NSW 2153  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 426433 9E0006748  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** BRETT THOMPSON ENTERPRISES PTY LTD  
**ACN:** 146 662 204  
**Address:** 15 MONMOUTH STREET MORNINGSIDE QLD 4170  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 109678 9E0006748  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** BOUCH INVESTMENTS PTY LTD  
**ACN:** 601 152 621  
**Address:** 69 AUSTIN AVENUE CROYDON NSW 2132  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 161291 9E0006748  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** DAVID ALAN PINKER  
**Address:** 78 CHESTERFIELD ROAD EPPING NSW 2121  
**Joint Holding:** Yes

**Name:** NATALIE LOUISE PINKER  
**Address:** 78 CHESTERFIELD ROAD EPPING NSW 2121  
**Joint Holding:** Yes

---

**- Holding -**

**Class:** ORD **Number Held:** 198175 9E0017851  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** HNAC HOLDINGS PTY LTD  
**ACN:** 154 506 368  
**Address:** UNIT 5 21 GUILFOYLE AVENUE DOUBLE BAY NSW 2028  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 913249 9E0017851  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** JASON HOEN  
**Address:** 6-8 DALRY AVENUE PARK ORCHARDS VIC 3114  
**Joint Holding:** Yes

**Name:** LINDY JOAN HOEN  
**Address:** 6-8 DALRY AVENUE PARK ORCHARDS VIC 3114  
**Joint Holding:** Yes

---

**- Holding -**

**Class:** ORD **Number Held:** 41028 9E0017851  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** DORIAN & YORK PTY. LIMITED  
**ACN:** 111 923 687  
**Address:** LEVEL 1 60 PARK STREET SYDNEY NSW 2000  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 161290 9E0025821  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** CALOOLA AUSTRALIA PTY LTD  
**ACN:** 161 440 562  
**Address:** 502 CAROOL ROAD CAROOL NSW 2486  
**Joint Holding:** No  
**Abn:** 31 161 440 562

---

**- Holding -**

**Class:** ORD **Number Held:** 196861 9E0032863  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** M J FREDERICKSON PTY LTD  
**ACN:** 615 957 036  
**Address:** 65A TRANBY ROAD MAYLANDS WA 6051  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 203139 9E0032863  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** MATHEW DYLAN FREDERICKSON  
**Address:** 65A TRANBY ROAD MAYLANDS WA 6051  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 32259 9E0033071  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** ANDREW JOHN BARBOUR  
**Address:** 6 FARRER PLACE FRENCHS FOREST NSW 2086  
**Joint Holding:** Yes

**Name:** JANE MARGARET BARBOUR  
**Address:** 6 FARRER PLACE FRENCHS FOREST NSW 2086  
**Joint Holding:** Yes

---

**- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	5445239	5EAV01605
<b>Beneficially Owned:</b>	No	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** ARAMIA HOLDINGS PTY LTD  
**ACN:** 114 958 717  
**Address:** LEVEL 1 141 WALKER STREET NORTH SYDNEY NSW 2060  
**Joint Holding:** No

---

**- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	668944	9EAA17252
<b>Beneficially Owned:</b>	No	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** MALTON ENTERPRISES PTY LTD  
**ACN:** 153 852 852  
**Address:** LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060  
**Joint Holding:** No

---

**- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	2289305	9EAA17771
<b>Beneficially Owned:</b>	No	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** TESORIERO INVESTMENT GROUP PTY. LTD.  
**ACN:** 161 088 115  
**Address:** 44 HOWITT ROAD CAULFIELD NORTH VIC 3161  
**Joint Holding:** No

---

**- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	3584050	9EAA24894
<b>Beneficially Owned:</b>	Yes	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** INTRASHIELD PTY LTD  
**ACN:** 133 426 534  
**Address:** LEVEL 1 12-14 O'CONNELL STREET SYDNEY NSW 2000  
**Joint Holding:** No  
**Abn:** 78 133 426 534

**Ceased/Former**

---

**- Holding -**

**Class:** ORD **Number Held:** 96775 9E0006748  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** EV1 PTY LTD  
**ACN:** 127 456 213  
**Address:** 85 LINDA STREET BELFIELD NSW 2191  
**Joint Holding:** No  
**Abn:** 31 127 456 213

---

**- Holding -**

**Class:** ORD **Number Held:** 350000 028052984  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** SJR VENTURES PTY LTD  
**ACN:** 126 825 956  
**Address:** UNIT 1 14 POUND ROAD HORNSBY NSW 2077  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 602899 028916109  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** POPESCU INVESTMENTS PTY LIMITED  
**ACN:** 153 014 923  
**Address:** UNIT 55 104 MILLER STREET PYRMONT NSW 2009  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 75708 028916109  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** GOOD TIMES RETIREMENT PTY LTD  
**ACN:** 135 093 524  
**Address:** UNIT 740 25 BENNELONG PARKWAY WENTWORTH POINT NSW 2127  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 22713 028916109  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** ADRIENNE KOLL  
**Address:** UNIT 4 11 WILLIAM STREET KIAMA NSW 2533  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 9842 028916109

**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** PETER IZZARD  
**Address:** UNIT 4 11 WILLIAM STREET KIAMA NSW 2533  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 96775 9E0006748  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** BREWSTER SUPER PTY LTD  
**ACN:** 601 585 371  
**Address:** 4 WEDGEWOOD CRESCENT BEACON HILL NSW 2100  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 1935484 9E0006748  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** REVELL STREET INVESTMENTS PTY LTD  
**ACN:** 126 258 099  
**Address:** 36 HODSON ROAD WARRANDYTE VIC 3113  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 129033 9E0006748  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** ROHAN DINN  
**Address:** 15 CHAMBERLAIN STREET ASHBURTON VIC 3147  
**Joint Holding:** Yes

**Name:** JANE DINN  
**Address:** 15 CHAMBERLAIN STREET ASHBURTON VIC 3147  
**Joint Holding:** Yes

---

**- Holding -**

**Class:** ORD **Number Held:** 168047 9E0032863  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** INTRASHIELD PTY LTD  
**ACN:** 133 426 534  
**Address:** LEVEL 1 12-14 O'CONNELL STREET SYDNEY NSW 2000  
**Joint Holding:** No  
**Abn:** 78 133 426 534

---

**- Holding -**

**Class:** ORD **Number Held:** 75708 028916109

**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** MALEXUS PTY LTD  
**ACN:** 160 407 965  
**Address:** SUITE 405 LEVEL 4 74 PITT STREET SYDNEY NSW 2000  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 128796 029726123  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** SAWTELL GROUP PTY LIMITED  
**ACN:** 132 474 241  
**Address:** 4 OAKS STREET CRONULLA NSW 2230  
**Joint Holding:** No  
**Abn:** 52 132 474 241

---

**- Holding -**

**Class:** ORD **Number Held:** 128796 029726123  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** HAZ CORPORATION PTY LIMITED  
**ACN:** 131 796 417  
**Address:** 51 PEBBLE BEACH DRIVE RUNAWAY BAY QLD 4216  
**Joint Holding:** No  
**Abn:** 69 131 796 417

---

**- Holding -**

**Class:** ORD **Number Held:** 44803 029726123  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** MEECO INVESTMENTS PTY LIMITED  
**ACN:** 140 276 339  
**Address:** 53 MORTLOCK DRIVE ALBION PARK NSW 2527  
**Joint Holding:** No  
**Abn:** 81 140 276 339

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**- Holding -**

**Class:** ORD **Number Held:** 44803 029726123  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** HADIR INVESTMENTS PTY LIMITED  
**ACN:** 140 276 320  
**Address:** 51 LAVINIA STREET MERRYLANDS NSW 2160  
**Joint Holding:** No  
**Abn:** 91 140 276 320

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**- Holding -**



**Class:** ORD **Number Held:** 100831 029726123  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** PAUL WINDSOR DOIG  
**Address:** 29 GREGORY STREET ERMINGTON NSW 2115  
**Joint Holding:** No

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**- Holding -**

**Class:** ORD **Number Held:** 7385 029726123  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** CARLO BOLADIAN  
**Address:** 54 ANGELICA STREET ELANORA QLD 4221  
**Joint Holding:** No

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**- Holding -**

**Class:** ORD **Number Held:** 7385 029726123  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** BRAD LEE HAWKINS  
**Address:** 15 CLORIS AVENUE BEAUMARIS VIC 3193  
**Joint Holding:** No

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**- Holding -**

**Class:** ORD **Number Held:** 7385 029726123  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** SAMUEL ELLIOTT DAVEY  
**Address:** 18 PRENTICE STREET ST KILDA EAST VIC 3183  
**Joint Holding:** No

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**- Holding -**

**Class:** ORD **Number Held:** 22155 029726123  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** STUART LEE  
**Address:** 10 BRADSTREET ROAD MOUNT WAVERLEY VIC 3149  
**Joint Holding:** Yes

**Name:** NICOLA LEE  
**Address:** 10 BRADSTREET ROAD MOUNT WAVERLEY VIC 3149  
**Joint Holding:** Yes

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**- Holding -**

**Class:** ORD **Number Held:** 174888 028205726  
**Beneficially Owned:** No **Fully Paid:** Yes

**- Members -**

**Name:** ANHER PTY LTD  
**ACN:** 156 072 990  
**Address:** UNIT 503 81 MACLEAY STREET POTTS POINT NSW 2011  
**Joint Holding:** No  
**Abn:** 83 156 072 990

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**- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	1	1E7548089
<b>Beneficially Owned:</b>	Yes	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** ERIC CONSTANTINIDIS  
**Address:** UNIT 30 11-21 UNDERWOOD ROAD HOMEBUSH WEST NSW 2140  
**Joint Holding:** No

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**- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	1	1E7548089
<b>Beneficially Owned:</b>	No	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** ERIC CONSTANTINIDIS  
**Address:** UNIT 30 11-21 UNDERWOOD ROAD HOMEBUSH WEST NSW 2140  
**Joint Holding:** No

**- External Administration Documents -**

[There are no external administration documents held for this organisation.](#)

**- Charges -**

[There are no charges held for this organisation.](#)

**Notes:**

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced. At that time ASIC transferred all details of current charges to the PPS Registrar. ASIC can only provide details of satisfied charges prior to that date. Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, [www.ppsr.gov.au](http://www.ppsr.gov.au). InfoTrack may cap documents for on-file searches to 250.

**- Document List -**

**Notes:**

\* Documents already listed under Registered Charges are not repeated here.  
\* Data from Documents with no Date Processed are not included in this Extract.  
\* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.  
\* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

\* In certain circumstances documents may be capped at 250.

<b>Form Type</b>	<b>Date Received</b>	<b>Date Processed</b>	<b>No. Pages</b>	<b>Effective Date</b>	<b>Document No.</b>
388 388H	14/10/2020	14/10/2020	37	30/06/2020	7EBB30068
	Financial Report Financial Report - Large Proprietary Company That Is Not a Disclosing Entity				
484 484E	01/05/2020	01/05/2020	2	01/05/2020	1EIG87160
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484N	15/11/2019	15/11/2019	2	15/11/2019	9EAA24894
	Change to Company Details Changes to (Members) Share Holdings				
280 280	31/10/2019	03/12/2019	37	31/10/2019	030743257
	Notice of Meeting And Documents Re Buy-Back				
2560 2560B	31/10/2019	25/11/2019	68	31/10/2019	030743256
	Notification of Reduction in Share Capital Details For Selective Reduction				
388 388H	15/10/2019	15/10/2019	43	30/06/2019	7EAQ28222
	Financial Report Financial Report - Large Proprietary Company That Is Not a Disclosing Entity				
484 484N	13/06/2019	13/06/2019	4	13/06/2019	9EAA17771
	Change to Company Details Changes to (Members) Share Holdings				
484 484N	03/06/2019	03/06/2019	2	03/06/2019	9EAA17252
	Change to Company Details Changes to (Members) Share Holdings				
484 484 484A1 484A2	12/03/2019	12/03/2019	2	12/03/2019	5EAV01605
	Change to Company Details				
	Change Officeholder Name or Address				
	Change Member Name or Address				
388 388C	17/01/2019	21/01/2019	39	17/01/2019	7EAH79068
	Financial Report Financial Report - Supplementary - Company Alters 7EA H36 384				
388 388 388H 388E	21/12/2018	21/12/2018	40	30/06/2018	7EAH36384
	Financial Report				
	Financial Report - Large Proprietary Company That Is Not A Disclosing Entity				
	Company - Appoint Change Name/address of Auditor Altered by 7EA H79 068				
315 315A	05/11/2018	19/11/2018	1	29/10/2018	030428569
	Notice of Resignation or Removal of Auditor Resignation Of Auditor				

484 484E	11/09/2018	11/09/2018	2	11/09/2018	7EAD98865
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484 484C 484A2	01/06/2018	01/06/2018	2	01/06/2018	0EAL81329
	Change to Company Details CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS) CHANGE MEMBER NAME OR ADDRESS				
484 484A1	04/04/2018	04/04/2018	2	04/04/2018	6E5346270
	CHANGE TO COMPANY DETAILS CHANGE OFFICEHOLDER NAME OR ADDRESS				
388 388H	18/10/2017	18/10/2017	45	30/06/2017	7E9550826
	FINANCIAL REPORT FINANCIAL REPORT - LARGE PROPRIETARY COMPANY THAT IS NOT A DISCLOSING ENTITY				
484 484N	22/09/2017	22/09/2017	4	22/09/2017	9E0033071
	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484 484N	20/09/2017	20/09/2017	6	20/09/2017	9E0032863
	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484 484 484O 484J 484N	18/05/2017	18/05/2017	2	18/05/2017	9E0025821
	CHANGE TO COMPANY DETAILS CHANGES TO SHARE STRUCTURE NOTIFICATION OF SHARE CANCELLATION - COMPANY BUY-BACK CHANGES TO (MEMBERS) SHARE HOLDINGS				
2205 2205H	16/05/2017	18/05/2017	6	16/05/2017	029970355
	NOTIFICATION OF RESOLUTION RELATING TO SHARES FINANCIAL ASSISTANCE - APPROVAL BY ULTIMATE AUST HOLDING CO				
2601 2601	16/05/2017	18/05/2017	2	31/05/2017	029970348
	NOTIFICATION OF INTENTION TO GIVE FINANCIAL ASSISTANCE				
2602 2602C	21/04/2017	24/04/2017	12	21/04/2017	029953793
	NOTIFICATION OF FINANCIAL ASSISTANCE DETAILS APPROVAL BY MEMBERS ULTIMATE AUSTRALIAN HOLDING COMPANY				
280 280	21/04/2017	24/04/2017	46	21/04/2017	029953787
	NOTICE OF MEETING AND DOCUMENTS RE BUY-BACK				
902 902	30/03/2017	01/04/2017	4	24/10/2011	029979049
	SUPPLEMENTARY DOCUMENT Alters 027 761 917				
902 902	30/03/2017	01/04/2017	4	29/03/2012	029979050
	SUPPLEMENTARY DOCUMENT Alters 028 052 984				
902	30/03/2017	01/04/2017	4	04/02/2014	029979051

902	SUPPLEMENTARY DOCUMENT				
	Alters 028 916 109				
902	30/03/2017	01/04/2017	2	04/05/2016	029979052
902	SUPPLEMENTARY DOCUMENT				
	Alters 9E0 006 735				
902	30/03/2017	01/04/2017	4	04/05/2016	029979053
902	SUPPLEMENTARY DOCUMENT				
	Alters 9E0 006 735				
902	30/03/2017	01/04/2017	4	04/05/2016	029979054
902	SUPPLEMENTARY DOCUMENT				
	Alters 9E0 006 748				
902	30/03/2017	01/04/2017	2	29/08/2016	029979055
902	SUPPLEMENTARY DOCUMENT				
	Alters 029 726 123				
388	16/12/2016	16/12/2016	45	30/06/2016	7E8628241
388H	FINANCIAL REPORT FINANCIAL REPORT - LARGE PROPRIETARY COMPANY THAT IS NOT A DISCLOSING ENTITY				
388	16/12/2016	16/12/2016	46	30/06/2015	7E8628128
388	FINANCIAL REPORT				
388H	FINANCIAL REPORT - LARGE PROPRIETARY COMPANY THAT IS NOT A DISCLOSING ENTITY				
388E	COMPANY - APPOINT CHANGE NAME/ADDRESS OF AUDITOR				
484	09/12/2016	09/12/2016	3	09/12/2016	9E0017851
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	26/08/2016	29/08/2016	18	29/08/2016	029726123
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
	Altered by 029 979 055				
484	05/05/2016	05/05/2016	2	05/05/2016	9E0006808
484N	CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS				
484	04/05/2016	04/05/2016	6	04/05/2016	9E0006748
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				
484G	NOTIFICATION OF SHARE ISSUE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
	Altered by 029 979 054				
484	04/05/2016	04/05/2016	3	04/05/2016	9E0006735
484	CHANGE TO COMPANY DETAILS				
484O	CHANGES TO SHARE STRUCTURE				

484G						
484N						
484	03/05/2016	03/05/2016	3	03/05/2016		9E0006695
484						
484O						
484G						
484N						
484	18/06/2015	18/06/2015	2	18/06/2015		7E7050495
484E						
484	22/12/2014	22/12/2014	2	22/12/2014		7E6619166
484E						
484	28/06/2013	04/02/2014	21	04/02/2014		028916109
484						
484G						
484O						
484N						
484	14/06/2013	14/06/2013	2	14/06/2013		7E5290091
484C						
484	15/02/2013	15/02/2013	3	15/02/2013		7E5024215
484E						
484	31/10/2012	01/11/2012	7	01/11/2012		028205726
484N						
484	29/10/2012	30/10/2012	6	30/10/2012		028205648
484N						
A104	23/04/2012	24/04/2012	2	23/04/2012		028027652
A104						
275	28/03/2012	30/03/2012	1	28/03/2012		028029848
275						
484	28/03/2012	29/03/2012	6	29/03/2012		028052984
484						
484G						
484O						

484N	CHANGES TO (MEMBERS) SHARE HOLDINGS					
	Altered by 028 027 652					
	Altered by 029 979 050					
309	08/11/2011	08/11/2011	6	25/10/2011	7E4075462	
309A	NOTIFICATION OF DETAILS OF A CHARGE					
484	01/11/2011	01/11/2011	2	01/11/2011	7E4058717	
484C	CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)					
484	21/10/2011	24/10/2011	8	24/10/2011	027761917	
484	CHANGE TO COMPANY DETAILS					
484G	NOTIFICATION OF SHARE ISSUE					
484O	CHANGES TO SHARE STRUCTURE					
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS					
	Altered by 029 979 049					
484	04/10/2011	05/10/2011	4	05/10/2011	027823108	
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER					
484	01/09/2011	01/09/2011	3	01/09/2011	7E3920032	
484	CHANGE TO COMPANY DETAILS					
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)					
484E	APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER					
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS					
201	07/07/2011	07/07/2011	3	07/07/2011	1E7548089	
201C	APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY					

**- Financial Reports -**

<b>Document No.</b>	<b>Balance Date</b>	<b>Report Due</b>	<b>AGM Due</b>	<b>Extended AGM Due</b>	<b>AGM Held</b>	<b>Outstanding</b>
7E8628128	30/06/2015	31/10/2015	//	//	//	No
7E8628241	30/06/2016	31/10/2016	//	//	//	No
7E9550826	30/06/2017	31/10/2017	//	//	//	No
7EAH36384	30/06/2018	31/10/2018	//	//	//	No
7EAQ28222	30/06/2019	31/10/2019	//	//	//	No
7EBB30068	30/06/2020	31/10/2020	//	//	//	No

**- Company Contact Addresses -**

**- Contact Address for ASIC use only**

**Address:** GPO BOX 542 SYDNEY NSW 2001  
**Start Date:** 29/08/2011

\*\*\* End of Document \*\*\*

## Risk Data

### Summary

Court Actions:	0
Payment Defaults:	0
ASIC Published Notices:	0
Mercantile Enquiries:	0
Critical ASIC Documents:	0
Credit Score:	577
Credit Enquiries - Last 5 Years:	78
Credit Enquiries - Last 12 Months:	34

## Credit Report

### Court Actions

Plaintiff	Action	Action Amount	Action Date	Nature of claim	Proceeding #	Location
-----------	--------	---------------	-------------	-----------------	--------------	----------

There are currently no court actions registered.

Court action information is supplied to CreditorWatch by the courts. We rely on the courts to provide up to date and accurate information and therefore CreditorWatch cannot guarantee that all actions are included. This report includes action information from the Magistrates courts in NSW, QLD, SA, VIC, and WA.

### Payment Defaults

Default Posted By	Document Type	Amount Outstanding	Date Added	Payment Due Date	Part Payment Made	Default Settled
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There are currently no defaults registered.

### ASIC Published Notices

Date	Title
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There are currently no ASIC Published Notices registered.

### Registered Mercantile Enquiries

Enquiry Date	Mercantile Agent
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There are no mercantile enquiries registered.



# Credit Score

The score is a statistically based score indicating an entity's credit worthiness. The score ultimately ranks entities based on their riskiness and is designed to assist you in making more informed and consistent credit decisions.

The score is based between 0 and 850 index points with a higher score considered lower risk while lower scores are deemed to be riskier entities. It should be used in partnership with your internal credit procedures and policies.

**Credit Rating Grade:** C1

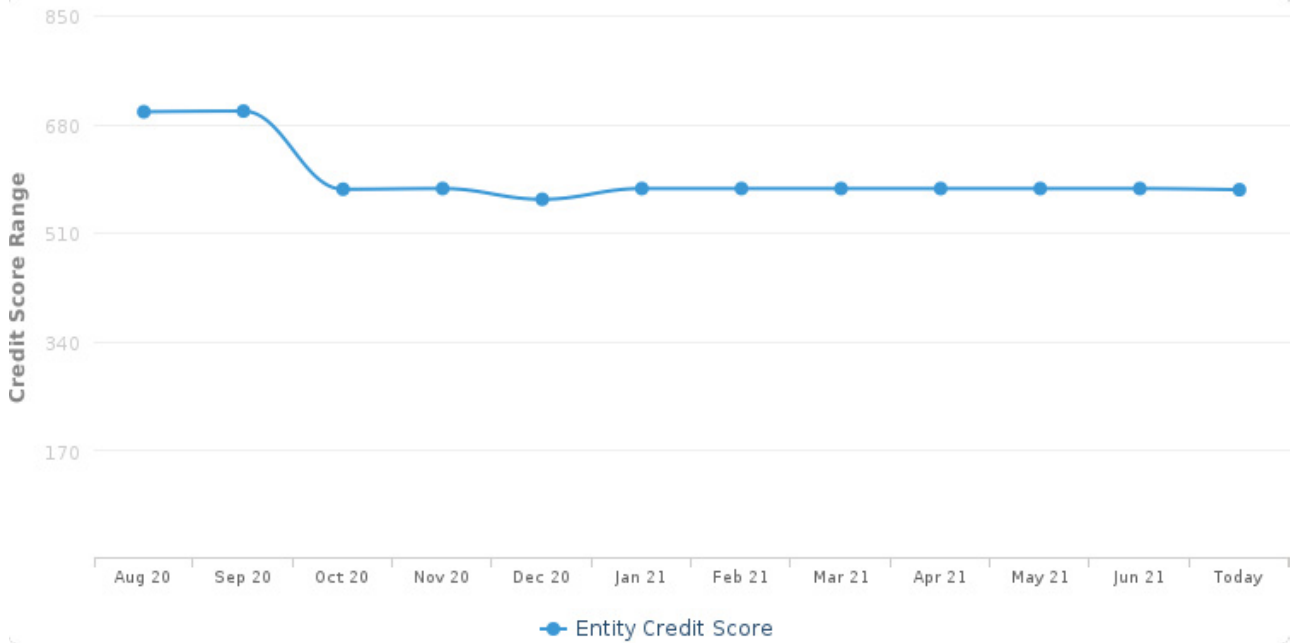
**Risk Level:** Neutral

**Credit Advice for C1 rating:** Entity currently has the aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions may impair ability to meet financial commitments. Extend terms and monitor ongoing payment behaviour.

Entity has a 3.00% chance of failure within the next 12 months



## Historical Credit Scores



## Recommendations

### Credit Rating Risk Category Recommendation

Credit Rating	Risk Category	Recommendation
A1, A2, A3	Very Low	Entity has a very strong aptitude to meet credit commitments. Extend terms within consideration.
B1, B2	Low	Entity has a strong aptitude to meet credit commitments. Unfavourable economic conditions may lead to a weakened capability to meet financial commitments. Extend terms within consideration.
B3, C1	Neutral	Entity currently has the aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions may impair ability to meet financial commitments. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Entity has an adequate aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions will likely impair the capacity or willingness to meet financial commitments. Extend terms, closely monitor ongoing payment behaviour.

### Credit Rating Risk Category Recommendation

C3	Borderline	Entity is vulnerable and the aptitude to meet credit commitments is dependent upon favourable business, financial, and economic conditions. Trade with caution, closely monitor and consider your payment terms.
D1, D2, D3	High	Entity is currently highly vulnerable. COD trading highly recommended.
E	Impaired	Entity is currently highly vulnerable to non-payment and default. Trading eligibility must be considered.
F	Default	Entity has become insolvent or does not have the ability to trade

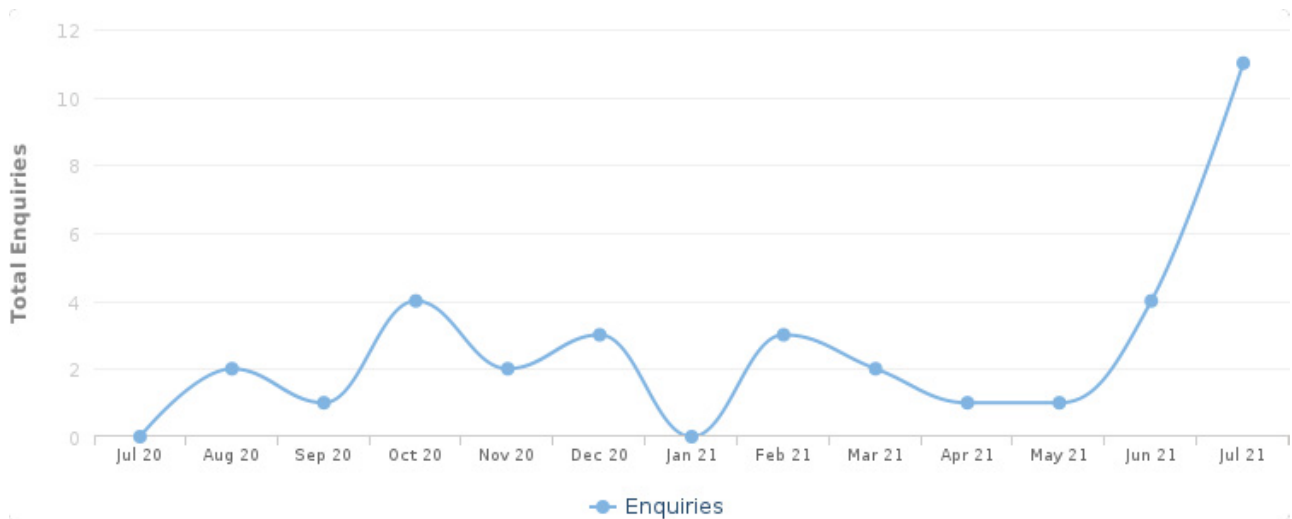
score v.20150123a

Please note that the score and recommendation should be used in partnership with your company's internal credit procedures and policies. The score should not be used as the sole reason in making a decision about the entity.

## Credit Enquiries

Entity has 78 credit enquiries within the last 5 years.  
Entity has 34 credit enquiries within the last 12 months.

### Credit Enquiries (Last 12 Months)



### Ordered by Industry (Last 12 Months)

Industry	Number of Enquiries
Professional, Scientific and Technical Services (M)	22
Information Media and Telecommunications (J)	6
Manufacturing (C)	3
Other Services (S)	2
Financial and Insurance Services (K)	1
<b>TOTAL ENQUIRIES</b>	<b>34</b>

## Ordered by Date (Last 12 Months)

Industry	Date
Professional, Scientific and Technical Services (M)	08-07-2021
Financial and Insurance Services (K)	06-07-2021
Professional, Scientific and Technical Services (M)	06-07-2021
Manufacturing (C)	06-07-2021
Other Services (S)	05-07-2021
Manufacturing (C)	05-07-2021
Professional, Scientific and Technical Services (M)	05-07-2021
Manufacturing (C)	05-07-2021
Information Media and Telecommunications (J)	02-07-2021
Professional, Scientific and Technical Services (M)	02-07-2021
Other Services (S)	02-07-2021
Professional, Scientific and Technical Services (M)	29-06-2021
Professional, Scientific and Technical Services (M)	28-06-2021
Professional, Scientific and Technical Services (M)	24-06-2021
Professional, Scientific and Technical Services (M)	18-06-2021
Professional, Scientific and Technical Services (M)	21-05-2021
Professional, Scientific and Technical Services (M)	22-04-2021
Professional, Scientific and Technical Services (M)	25-03-2021
Professional, Scientific and Technical Services (M)	24-03-2021
Information Media and Telecommunications (J)	11-02-2021
Professional, Scientific and Technical Services (M)	01-02-2021
Information Media and Telecommunications (J)	01-02-2021
Professional, Scientific and Technical Services (M)	17-12-2020
Information Media and Telecommunications (J)	07-12-2020
Professional, Scientific and Technical Services (M)	01-12-2020
Professional, Scientific and Technical Services (M)	20-11-2020
Professional, Scientific and Technical Services (M)	05-11-2020
Professional, Scientific and Technical Services (M)	21-10-2020
Information Media and Telecommunications (J)	19-10-2020
Professional, Scientific and Technical Services (M)	15-10-2020
Professional, Scientific and Technical Services (M)	08-10-2020
Professional, Scientific and Technical Services (M)	03-09-2020
Professional, Scientific and Technical Services (M)	19-08-2020
Information Media and Telecommunications (J)	06-08-2020

## Historical Timeline

Date	Type	Notes
30-06-2020	ASIC Document	#7EBB30068 Form 388 Financial Report Financial Report - Large Proprietary Company That Is Not a Disclosing Entity
01-05-2020	ASIC Document	#1EIG87160 Form 484 Change to Company Details Appointment or Cessation of A Company Officeholder
15-11-2019	ASIC Document	#9EAA24894 Form 484 Change to Company Details Changes to (Members) Share Holdings
31-10-2019	ASIC Document	#030743257 Form 280 Notice of Meeting And Documents Re Buy-Back #030743256 Form 2560 Notification of Reduction in Share Capital Details For Selective Reduction
30-06-2019	ASIC Document	#7EAQ28222 Form 388 Financial Report Financial Report - Large Proprietary Company That Is Not a Disclosing Entity
13-06-2019	ASIC Document	#9EAA17771 Form 484 Change to Company Details Changes to (Members) Share Holdings
03-06-2019	ASIC Document	#9EAA17252 Form 484 Change to Company Details Changes to (Members) Share Holdings
12-03-2019	ASIC Document	#5EAV01605 Form 484 Change to Company Details Change Officeholder Name or Address Change Member Name or Address
17-01-2019	ASIC Document	#7EAH79068 Form 388 Financial Report Financial Report - Supplementary - Company Alters 7EA H36 384
29-10-2018	ASIC Document	#030428569 Form 315 Notice of Resignation or Removal of Auditor Resignation Of Auditor
11-09-2018	ASIC Document	#7EAD98865 Form 484 Change to Company Details Appointment or Cessation of A Company Officeholder
30-06-2018	ASIC Document	#7EAH36384 Form 388 Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity Company - Appoint Change Name/address of Auditor Altered by 7EA H79 068
05-06-2018	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2060 from NSW 2064
01-06-2018	ASIC Document	#0EAL81329 Form 484 Change to Company Details Change of Principal Place of Business (Address) Change Member Name or Address
04-04-2018	ASIC Document	#6E5346270 Form 484 Change to Company Details Change Officeholder Name Or Address
22-09-2017	ASIC Document	#9E0033071 Form 484 Change to Company Details Changes to (Members) Share Holdings
20-09-2017	ASIC Document	#9E0032863 Form 484 Change to Company Details Changes to (Members) Share Holdings

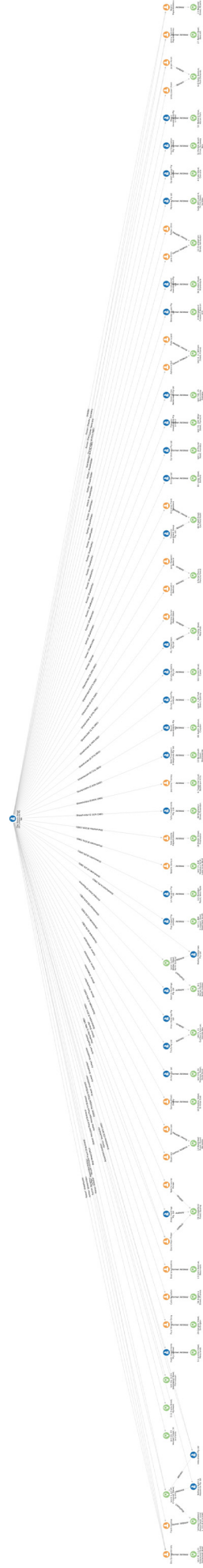
Date	Type	Notes
30-06-2017	ASIC Document	#7E9550826 Form 388 Financial Report Financial Report - Large Proprietary Company That Is Not a Disclosing Entity
31-05-2017	ASIC Document	#029970348 Form 2601 Notification of Intention to Give Financial Assistance
18-05-2017	ASIC Document	#9E0025821 Form 484 Change to Company Details Changes to Share Structure Notification of Share Cancellation - Company Buy-Back Changes to (Members) Share Holdings
16-05-2017	ASIC Document	#029970355 Form 2205 Notification of Resolution Relating to Shares Financial Assistance - Approval By Ultimate Aust Holding Co
21-04-2017	ASIC Document	#029953793 Form 2602 Notification of Financial Assistance Details Approval By Members Ultimate Australian Holding Company #029953787 Form 280 Notice of Meeting And Documents Re Buy-Back
09-12-2016	ASIC Document	#9E0017851 Form 484 Change to Company Details Changes to (Members) Share Holdings
29-08-2016	ASIC Document	#029979055 Form 902 Supplementary Document Alters 029 726 123 #029726123 Form 484 Change to Company Details Notification of Share Issue Changes to Share Structure Changes to (Members) Share Holdings Altered by 029 979 055
30-06-2016	ASIC Document	#7E8628241 Form 388 Financial Report Financial Report - Large Proprietary Company That Is Not a Disclosing Entity
05-05-2016	ASIC Document	#9E0006808 Form 484 Change to Company Details Changes to (Members) Share Holdings
04-05-2016	ASIC Document	#029979052 Form 902 Supplementary Document Alters 9E0 006 735 #029979053 Form 902 Supplementary Document Alters 9E0 006 735 #029979054 Form 902 Supplementary Document Alters 9E0 006 748 #9E0006748 Form 484 Change to Company Details Changes to Share Structure Notification of Share Issue Changes to (Members) Share Holdings Altered by 029 979 054 #9E0006735 Form 484 Change to Company Details Changes to Share Structure Notification of Share Issue Changes to (Members) Share Holdings Altered by 029 979 053 Altered by 029 979 052
03-05-2016	ASIC Document	#9E0006695 Form 484 Change to Company Details Changes to Share Structure Notification of Share Issue Changes to (Members) Share Holdings

Date	Type	Notes
30-06-2015	ASIC Document	#7E8628128 Form 388 Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity Company - Appoint Change Name/address of Auditor
18-06-2015	ASIC Document	#7E7050495 Form 484 Change to Company Details Appointment or Cessation of A Company Officeholder
22-12-2014	ASIC Document	#7E6619166 Form 484 Change to Company Details Appointment or Cessation of A Company Officeholder
19-09-2014	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2064 from NSW 2064
04-02-2014	ASIC Document	#029979051 Form 902 Supplementary Document Alters 028 916 109 #028916109 Form 484 Change to Company Details Notification of Share Issue Changes to Share Structure Changes to (Members) Share Holdings Altered by 029 979 051
14-06-2013	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2064 from NSW 2000
14-06-2013	ASIC Document	#7E5290091 Form 484 Change to Company Details Change of Principal Place Of Business (Address)
15-02-2013	ASIC Document	#7E5024215 Form 484 Change to Company Details Appointment or Cessation of A Company Officeholder
01-11-2012	ASIC Document	#028205726 Form 484 CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS
30-10-2012	ASIC Document	#028205648 Form 484 CHANGE TO COMPANY DETAILS CHANGES TO (MEMBERS) SHARE HOLDINGS
23-04-2012	ASIC Document	#028027652 Form A104 SUPPLEMENTARY PAGES TO IMAGED DOCUMENT Alters 028 052 984
29-03-2012	ASIC Document	#029979050 Form 902 Supplementary Document Alters 028 052 984 #028052984 Form 484 CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE CHANGES TO (MEMBERS) SHARE HOLDINGS Altered by 028 027 652 Altered by 029 979 050
28-03-2012	ASIC Document	#028029848 Form 275 APPLICATION FOR EXTENSION OF TIME TO LODGE A CERTIFICATE UNDER S 254X(2)
01-11-2011	ASIC Document	#7E4058717 Form 484 CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)
25-10-2011	ASIC Document	#7E4075462 Form 309 NOTIFICATION OF DETAILS OF A CHARGE

Date	Type	Notes
24-10-2011	ASIC Document	#029979049 Form 902 Supplementary Document Alters 027 761 917 #027761917 Form 484 CHANGE TO COMPANY DETAILS NOTIFICATION OF SHARE ISSUE CHANGES TO SHARE STRUCTURE CHANGES TO (MEMBERS) SHARE HOLDINGS Altered by 029 979 049
05-10-2011	ASIC Document	#027823108 Form 484 CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER
01-09-2011	ASIC Document	#7E3920032 Form 484 CHANGE TO COMPANY DETAILS CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS) APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER CHANGES TO (MEMBERS) SHARE HOLDINGS
07-07-2011	Entity Status	The Entity Status was changed to Active
07-07-2011	Goods And Services Tax	The Goods and Services Tax was changed to Currently registered for GST
07-07-2011	Main Name	The Main Name was changed to The Forum Group of Companies Pty Ltd
07-07-2011	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2000

## Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. The information should therefore be used in conjunction with your own investigations and you should not rely solely on this information when making credit or financial decisions. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.





# Infotrack

## Australian Securities & Investments Commission

Personal Name Extract  
Extract Type: Current & Historical  
ASIC Data Extracted 09/07/2021 at 15:44

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### BASILE PAPADIMITRIOU

Birth Details: Place Unknown Document No.

- Roles Held -

- Shares Held -

#### Ceased/Former

---

##### - Holding -

Class:	ORD	Number Held:	1	2E1179482
Beneficially Owned:	Yes	Fully Paid:	Yes	

##### - Members -

Name: GREEN ECO INTERNATIONAL PTY LTD  
ACN: 602 735 697  
Address: 27 MALTON ROAD BEECROFT NSW 2119  
Joint Holding: No  
Abn: 64 602 735 697

#### Current

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##### - Holding -

Class:	ORD	Number Held:	1	6E0433750
Beneficially Owned:	Yes	Fully Paid:	Yes	

##### - Members -

Name: FORUM GROUP FINANCIAL SERVICES PTY LTD  
ACN: 623 033 705  
Address: 27 MALTON ROAD BEECROFT NSW 2119  
Joint Holding: No  
Abn: 45 623 033 705

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##### - Holding -

Class:	ORD	Number Held:	10	5EAV00477
Beneficially Owned:	Yes	Fully Paid:	Yes	

##### - Members -

Name: EROS MANAGEMENT PTY LTD

ACN: 622 298 346  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Joint Holding: No

### Ceased/Former

---

#### - Holding -

Class: ORD Number Held: 1 5EAV01325  
Beneficially Owned: Yes Fully Paid: Yes

#### - Members -

Name: MALTON ENTERPRISES PTY LTD  
ACN: 153 852 852  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Joint Holding: No

### Current

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#### - Holding -

Class: ORD Number Held: 1 5EAV01412  
Beneficially Owned: Yes Fully Paid: Yes

#### - Members -

Name: PALANTE PTY LTD  
ACN: 135 344 151  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Joint Holding: No  
Abn: 71 135 344 151

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#### - Holding -

Class: ORD Number Held: 1 5EAV01429  
Beneficially Owned: Yes Fully Paid: Yes

#### - Members -

Name: SPARTAN CONSULTING GROUP PTY LTD  
ACN: 168 989 544  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Joint Holding: No  
Abn: 39 168 989 544

### Ceased/Former

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#### - Holding -

Class: ORD Number Held: 1 0EJL60209  
Beneficially Owned: Yes Fully Paid: Yes

#### - Members -

Name: IUGIS PTY LTD  
ACN: 632 882 243

**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Joint Holding:** No  
**Abn:** 67 632 882 243

### Current

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**- Holding -**

**Class:** ORD **Number Held:** 50 7EAW38711  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** 14 JAMES STREET PTY LTD  
**ACN:** 638 449 206  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 1 7EAX03535  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** 5 BULKARA STREET PTY. LTD.  
**ACN:** 630 982 160  
**Address:** UNIT 5 141 WALKER STREET NORTH SYDNEY NSW 2060  
**Joint Holding:** No

---

**- Holding -**

**Class:** ORD **Number Held:** 1 7EAX03563  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** 26 EDMONSTONE ROAD PTY. LTD.  
**ACN:** 622 944 129  
**Address:** UNIT 5 141 WALKER STREET NORTH SYDNEY NSW 2060  
**Joint Holding:** No

### Ceased/Former

---

**- Holding -**

**Class:** ORD **Number Held:** 100 1EZM87151  
**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**

**Name:** IUGIS WASTE SOLUTIONS PTY LTD  
**ACN:** 647 212 299  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Joint Holding:** No  
**Abn:** 48 647 212 299



## BASILE PAPADIMITRIOU

Birth Details: 31/08/1972 SYDNEY NSW

Document  
No.

### - Roles Held -

#### 114 958 717 ARAMIA HOLDINGS PTY LTD

Details Type: Current  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Status: \*\* Under External Administration And/Or Controller Appointed \*\*  
Role Heading: **Director**  
Appointment Date: 27/06/2005

5EAV00366

#### 114 958 717 ARAMIA HOLDINGS PTY LTD

Details Type: Current  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Status: \*\* Under External Administration And/Or Controller Appointed \*\*  
Role Heading: **Secretary**  
Appointment Date: 27/06/2005

5EAV00366

#### 113 593 383 AUTONOMOUS ENERGY PTY LTD

Details Type: Current  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Status: \*\* Under External Administration And/Or Controller Appointed \*\*  
ABN: 94 113 593 383  
Role Heading: **Director**  
Appointment Date: 23/02/2021

7EBH32299

#### 113 593 383 AUTONOMOUS ENERGY PTY LTD

Details Type: Current  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Status: \*\* Under External Administration And/Or Controller Appointed \*\*  
ABN: 94 113 593 383  
Role Heading: **Secretary**  
Appointment Date: 23/02/2021

7EBH32299

#### 087 709 322 BAJ COUGAR HOLDINGS PTY LIMITED

Details Type: Ceased/Former  
Address: 1 ALLERTON ROAD BEECROFT NSW 2119  
Status: Deregistered

018775089

**ABN:** 69 087 709 322  
**Role Heading:** Director  
**Appointment Date:** 08/11/2002  
**Cease Date:** 21/04/2006

**158 095 866 CHILLI PRINT PTY LTD**

**Details Type:** Ceased/Former 5EAV00375  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered  
**ABN:** 49 158 095 866  
**Role Heading:** Director  
**Appointment Date:** 28/03/2014  
**Cease Date:** 07/08/2019

**158 095 866 CHILLI PRINT PTY LTD**

**Details Type:** Ceased/Former 5EAV00375  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered  
**ABN:** 49 158 095 866  
**Role Heading:** Secretary  
**Appointment Date:** 28/03/2014  
**Cease Date:** 07/08/2019

**118 311 096 ELFG PTY LTD**

**Details Type:** Ceased/Former 5EAV00402  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Registered  
**ABN:** 73 118 311 096  
**Role Heading:** Director  
**Appointment Date:** 19/08/2016  
**Cease Date:** 27/11/2019

**054 890 710 FORUM DIRECT PTY LTD**

**Details Type:** Current 5EAV01329  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 20 054 890 710  
**Role Heading:** Director  
**Appointment Date:** 31/05/2013

**054 890 710 FORUM DIRECT PTY LTD**

**Details Type:** Current 5EAV01329

**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 20 054 890 710  
**Role Heading:** **Secretary**  
**Appointment Date:** 31/05/2013

#### 607 484 364 FORUM ENVIRO (AUST) PTY LTD

**Details Type:** Current 5EAV01018  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 78 607 484 364  
**Role Heading:** **Director**  
**Appointment Date:** 05/08/2015

#### 607 484 364 FORUM ENVIRO (AUST) PTY LTD

**Details Type:** Current 5EAV01018  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 78 607 484 364  
**Role Heading:** **Secretary**  
**Appointment Date:** 05/08/2015

#### 168 709 840 FORUM ENVIRO PTY LTD

**Details Type:** Current 5EAV01417  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 87 168 709 840  
**Role Heading:** **Director**  
**Appointment Date:** 24/03/2014

#### 168 709 840 FORUM ENVIRO PTY LTD

**Details Type:** Current 5EAV01417  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 87 168 709 840  
**Role Heading:** **Secretary**  
**Appointment Date:** 24/03/2014

#### 153 301 172 FORUM FINANCE PTY LIMITED

**Details Type:** Current 5EAV00868  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Registered

**ABN:** 16 153 301 172  
**Role Heading:** Director  
**Appointment Date:** 19/09/2011

**153 301 172 FORUM FINANCE PTY LIMITED**

**Details Type:** Current 5EAV00868  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Registered  
**ABN:** 16 153 301 172  
**Role Heading:** Secretary  
**Appointment Date:** 19/09/2011

**155 440 994 FORUM FLEET PTY LIMITED**

**Details Type:** Current 5EAV00924  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 37 155 440 994  
**Role Heading:** Director  
**Appointment Date:** 01/02/2012

**155 440 994 FORUM FLEET PTY LIMITED**

**Details Type:** Current 5EAV00924  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 37 155 440 994  
**Role Heading:** Secretary  
**Appointment Date:** 01/02/2012

**103 609 678 FORUM GROUP (QLD) PTY LTD**

**Details Type:** Current 5EAV00359  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 77 103 609 678  
**Role Heading:** Director  
**Appointment Date:** 14/08/2013

**103 609 678 FORUM GROUP (QLD) PTY LTD**

**Details Type:** Current 5EAV00359  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 77 103 609 678  
**Role Heading:** Secretary



Appointment Date: 14/08/2013

**153 062 018 FORUM GROUP (VIC) PTY LTD**

Details Type: Current 5EAV00336  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Status: \*\* Under External Administration And/Or Controller Appointed \*\*  
ABN: 56 153 062 018  
Role Heading: Director  
Appointment Date: 14/08/2013

**153 062 018 FORUM GROUP (VIC) PTY LTD**

Details Type: Current 5EAV00336  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Status: \*\* Under External Administration And/Or Controller Appointed \*\*  
ABN: 56 153 062 018  
Role Heading: Secretary  
Appointment Date: 14/08/2013

**153 336 997 FORUM GROUP PTY LTD**

Details Type: Current 5EAV00510  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Status: \*\* Under External Administration And/Or Controller Appointed \*\*  
ABN: 25 153 336 997  
Role Heading: Director  
Appointment Date: 21/09/2011

**153 336 997 FORUM GROUP PTY LTD**

Details Type: Current 5EAV00510  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Status: \*\* Under External Administration And/Or Controller Appointed \*\*  
ABN: 25 153 336 997  
Role Heading: Secretary  
Appointment Date: 21/09/2011

**150 890 289 FORUM SECURITY PTY LTD**

Details Type: Ceased/Former 5EAV01530  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Status: Deregistered  
ABN: 97 150 890 289  
Role Heading: Director  
Appointment Date: 01/07/2013  
Cease Date: 07/08/2019

**150 890 289 FORUM SECURITY PTY LTD**

**Details Type:** Ceased/Former  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered  
**ABN:** 97 150 890 289  
**Role Heading:** **Secretary**  
**Appointment Date:** 01/07/2013  
**Cease Date:** 07/08/2019

5EAV01530

**602 735 697 GREEN ECO INTERNATIONAL PTY LTD**

**Details Type:** Ceased/Former  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Status:** Registered  
**ABN:** 64 602 735 697  
**Role Heading:** **Director**  
**Appointment Date:** 07/11/2014  
**Cease Date:** 07/03/2018

2E1179482

**602 735 697 GREEN ECO INTERNATIONAL PTY LTD**

**Details Type:** Ceased/Former  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Status:** Registered  
**ABN:** 64 602 735 697  
**Role Heading:** **Secretary**  
**Appointment Date:** 07/11/2014  
**Cease Date:** 07/03/2018

2E1179482

**001 521 375 IMAGETEC DISTRIBUTORS PTY LTD**

**Details Type:** Ceased/Former  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered  
**ABN:** 20 001 521 375  
**Role Heading:** **Director**  
**Appointment Date:** 03/04/2017  
**Cease Date:** 07/08/2019

5EAV01073

**001 521 375 IMAGETEC DISTRIBUTORS PTY LTD**

**Details Type:** Ceased/Former  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered  
**ABN:** 20 001 521 375

5EAV01073

**Role Heading:** Secretary  
**Appointment Date:** 03/04/2017  
**Cease Date:** 07/08/2019

**155 655 897 IMAGETEC FINANCE AUSTRALIA PTY LTD**

**Details Type:** Ceased/Former 5EAV01010  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered  
**ABN:** 79 155 655 897  
**Role Heading:** Director  
**Appointment Date:** 13/02/2012  
**Cease Date:** 07/08/2019

**155 655 897 IMAGETEC FINANCE AUSTRALIA PTY LTD**

**Details Type:** Ceased/Former 5EAV01010  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered  
**ABN:** 79 155 655 897  
**Role Heading:** Secretary  
**Appointment Date:** 13/02/2012  
**Cease Date:** 07/08/2019

**111 978 182 IMAGETEC FINANCIAL SERVICES PTY LTD**

**Details Type:** Current 5EAV01295  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 78 111 978 182  
**Role Heading:** Director  
**Appointment Date:** 28/03/2014

**111 978 182 IMAGETEC FINANCIAL SERVICES PTY LTD**

**Details Type:** Current 5EAV01295  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 78 111 978 182  
**Role Heading:** Secretary  
**Appointment Date:** 28/03/2014

**165 169 433 IMAGETEC SHARE FUND PTY LTD**

**Details Type:** Ceased/Former 0EHT18673  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered

**Role Heading:** Director  
**Appointment Date:** 13/04/2017  
**Cease Date:** 20/11/2019

**165 169 433 IMAGETEC SHARE FUND PTY LTD**

**Details Type:** Ceased/Former 0EHT18673  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered  
**Role Heading:** Secretary  
**Appointment Date:** 13/04/2017  
**Cease Date:** 20/11/2019

**074 715 718 IMAGETEC SOLUTIONS AUSTRALIA PTY LTD**

**Details Type:** Current 5EAV01040  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 68 074 715 718  
**Role Heading:** Director  
**Appointment Date:** 03/04/2017

**074 715 718 IMAGETEC SOLUTIONS AUSTRALIA PTY LTD**

**Details Type:** Current 5EAV01040  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 68 074 715 718  
**Role Heading:** Secretary  
**Appointment Date:** 03/04/2017

**073 804 109 IMAGETEC SOLUTIONS AUSTRALASIA PTY LTD**

**Details Type:** Ceased/Former 5EAV01048  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered  
**ABN:** 89 073 804 109  
**Role Heading:** Director  
**Appointment Date:** 03/04/2017  
**Cease Date:** 07/08/2019

**073 804 109 IMAGETEC SOLUTIONS AUSTRALASIA PTY LTD**

**Details Type:** Ceased/Former 5EAV01048  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered  
**ABN:** 89 073 804 109

**Role Heading:** Secretary  
**Appointment Date:** 03/04/2017  
**Cease Date:** 07/08/2019

**145 279 901 IMPRESSIONS FINANCE 2 PTY. LTD.**

**Details Type:** Ceased/Former 7E7036696  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Status:** Deregistered  
**ABN:** 31 145 279 901  
**Role Heading:** Director  
**Appointment Date:** 27/05/2015  
**Cease Date:** 19/08/2015

**645 578 829 INTRASHIELD INVESTMENT GROUP PTY LTD**

**Details Type:** Current 1EUQ81878  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 98 645 578 829  
**Role Heading:** Director  
**Appointment Date:** 02/11/2020

**645 578 829 INTRASHIELD INVESTMENT GROUP PTY LTD**

**Details Type:** Current 1EUQ81878  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 98 645 578 829  
**Role Heading:** Secretary  
**Appointment Date:** 02/11/2020

**133 426 534 INTRASHIELD PTY LTD**

**Details Type:** Current 028057397  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 78 133 426 534  
**Role Heading:** Director  
**Appointment Date:** 06/05/2012

**133 426 534 INTRASHIELD PTY LTD**

**Details Type:** Current 2E0787480  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 78 133 426 534

**Role Heading:** Secretary  
**Appointment Date:** 07/07/2014

**647 627 745 IUGIS INVESTMENTS PTY LTD**

**Details Type:** Current 2EAP15794  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**Role Heading:** Director  
**Appointment Date:** 03/02/2021

**647 627 745 IUGIS INVESTMENTS PTY LTD**

**Details Type:** Current 2EAP15794  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**Role Heading:** Secretary  
**Appointment Date:** 03/02/2021

**632 882 243 IUGIS PTY LTD**

**Details Type:** Current 0EJL60209  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 67 632 882 243  
**Role Heading:** Director  
**Appointment Date:** 12/04/2019

**632 882 243 IUGIS PTY LTD**

**Details Type:** Current 0EJL60209  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 67 632 882 243  
**Role Heading:** Secretary  
**Appointment Date:** 12/04/2019

**647 212 299 IUGIS WASTE SOLUTIONS PTY LTD**

**Details Type:** Current 1EZM87151  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 48 647 212 299  
**Role Heading:** Director  
**Appointment Date:** 18/01/2021

**647 212 299 IUGIS WASTE SOLUTIONS PTY LTD**

**Details Type:** Current 1EZM87151  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 48 647 212 299  
**Role Heading:** **Secretary**  
**Appointment Date:** 18/01/2021

**107 462 813 LA CUCINA VERA PTY LIMITED**

**Details Type:** Ceased/Former 0E9478744  
**Address:** 1 ALLERTON ROAD BEECROFT NSW 2119  
**Status:** Deregistered  
**ABN:** 81 107 462 813  
**Role Heading:** **Director**  
**Appointment Date:** 22/12/2003  
**Cease Date:** 17/08/2004

**609 224 713 LION STAR MANAGEMENT PTY LTD**

**Details Type:** Ceased/Former 2E2710793  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Status:** Registered  
**ABN:** 14 609 224 713  
**Role Heading:** **Director**  
**Appointment Date:** 10/11/2015  
**Cease Date:** 15/06/2017

**609 224 713 LION STAR MANAGEMENT PTY LTD**

**Details Type:** Ceased/Former 2E2710793  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Status:** Registered  
**ABN:** 14 609 224 713  
**Role Heading:** **Secretary**  
**Appointment Date:** 10/11/2015  
**Cease Date:** 15/06/2017

**153 852 852 MALTON ENTERPRISES PTY LTD**

**Details Type:** Ceased/Former 5EAV01325  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Registered  
**Role Heading:** **Director**  
**Appointment Date:** 20/10/2011  
**Cease Date:** 03/08/2019

**153 852 852 MALTON ENTERPRISES PTY LTD**

**Details Type:** Ceased/Former 5EAV01325  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Registered  
**Role Heading:** **Secretary**  
**Appointment Date:** 20/10/2011  
**Cease Date:** 03/08/2019

**120 463 541 ONESOURCE AUSTRALIA HOLDINGS PTY LIMITED**

**Details Type:** Current 5EAV01335  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 50 120 463 541  
**Role Heading:** **Director**  
**Appointment Date:** 03/04/2017

**120 463 541 ONESOURCE AUSTRALIA HOLDINGS PTY LIMITED**

**Details Type:** Current 5EAV01335  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 50 120 463 541  
**Role Heading:** **Secretary**  
**Appointment Date:** 03/04/2017

**120 463 836 ONESOURCE AUSTRALIA PTY LIMITED**

**Details Type:** Ceased/Former 5EAV01353  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered  
**ABN:** 16 120 463 836  
**Role Heading:** **Director**  
**Appointment Date:** 03/04/2017  
**Cease Date:** 07/08/2019

**120 463 836 ONESOURCE AUSTRALIA PTY LIMITED**

**Details Type:** Ceased/Former 5EAV01353  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Deregistered  
**ABN:** 16 120 463 836  
**Role Heading:** **Secretary**  
**Appointment Date:** 03/04/2017  
**Cease Date:** 07/08/2019



**626 552 645 ORCA ENVIRO SOLUTIONS PTY LTD**

**Details Type:** Current 5EAV01386  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 95 626 552 645  
**Role Heading:** **Director**  
**Appointment Date:** 01/06/2018

**626 552 645 ORCA ENVIRO SOLUTIONS PTY LTD**

**Details Type:** Current 5EAV01386  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 95 626 552 645  
**Role Heading:** **Secretary**  
**Appointment Date:** 01/06/2018

**627 597 782 ORCA ENVIRO SYSTEMS PTY LTD**

**Details Type:** Current 5EAV01394  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 42 627 597 782  
**Role Heading:** **Director**  
**Appointment Date:** 18/07/2018

**627 597 782 ORCA ENVIRO SYSTEMS PTY LTD**

**Details Type:** Current 5EAV01394  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 42 627 597 782  
**Role Heading:** **Secretary**  
**Appointment Date:** 18/07/2018

**600 809 309 PACIFIC ENVIRO PTY LTD**

**Details Type:** Ceased/Former 2E0787918  
**Address:** 27 MALTON STREET BEECROFT NSW 2119  
**Status:** Deregistered  
**ABN:** 32 600 809 309  
**Role Heading:** **Director**  
**Appointment Date:** 21/07/2014  
**Cease Date:** 20/11/2016

**600 809 309 PACIFIC ENVIRO PTY LTD**

**Details Type:** Ceased/Former 2E0787918  
**Address:** 27 MALTON STREET BEECROFT NSW 2119  
**Status:** Deregistered  
**ABN:** 32 600 809 309  
**Role Heading:** **Secretary**  
**Appointment Date:** 21/07/2014  
**Cease Date:** 20/11/2016

**135 344 151 PALANTE PTY LTD**

**Details Type:** Current 5EAV01412  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Registered  
**ABN:** 71 135 344 151  
**Role Heading:** **Director**  
**Appointment Date:** 06/03/2018

**135 344 151 PALANTE PTY LTD**

**Details Type:** Current 5EAV01412  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Registered  
**ABN:** 71 135 344 151  
**Role Heading:** **Secretary**  
**Appointment Date:** 06/03/2018

**132 807 080 SMARTPRINT FLEET MANAGEMENT PTY LTD**

**Details Type:** Current 5EAV00370  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 35 132 807 080  
**Role Heading:** **Director**  
**Appointment Date:** 28/03/2014

**132 807 080 SMARTPRINT FLEET MANAGEMENT PTY LTD**

**Details Type:** Current 5EAV00370  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 35 132 807 080  
**Role Heading:** **Secretary**  
**Appointment Date:** 28/03/2014

**168 989 544 SPARTAN CONSULTING GROUP PTY LTD**

**Details Type:** Current 5EAV01429

**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 39 168 989 544  
**Role Heading:** **Director**  
**Appointment Date:** 08/04/2014

#### 168 989 544 SPARTAN CONSULTING GROUP PTY LTD

**Details Type:** Current 5EAV01429  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 39 168 989 544  
**Role Heading:** **Secretary**  
**Appointment Date:** 08/04/2014

#### 118 512 968 SYDNEY OLYMPIC FOOTBALL CLUB LIMITED

**Details Type:** Ceased/Former 5EAV01455  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Registered  
**ABN:** 98 118 512 968  
**Role Heading:** **Director**  
**Appointment Date:** 16/02/2016  
**Cease Date:** 05/07/2021

#### 146 440 913 SYDNEY OLYMPIC FC PTY LTD

**Details Type:** Current 5E3996616  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Status:** Registered  
**ABN:** 12 146 440 913  
**Role Heading:** **Director**  
**Appointment Date:** 16/02/2016

#### 153 181 518 SYDNEY OLYMPIC JUNIOR'S FC PTY LTD

**Details Type:** Ceased/Former 5E3996629  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Status:** Deregistered  
**ABN:** 52 153 181 518  
**Role Heading:** **Director**  
**Appointment Date:** 16/02/2016  
**Cease Date:** 01/02/2021

#### 153 181 723 SYDNEY OLYMPIC WOMEN'S FC PTY LTD

**Details Type:** Current 5E3996624

**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Status:** Registered  
**ABN:** 11 153 181 723  
**Role Heading:** Director  
**Appointment Date:** 16/02/2016

**166 740 816 SYDNEY OLYMPIC FUTSAL CLUB PTY LTD**

**Details Type:** Ceased/Former 5E3996620  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Status:** Deregistered  
**Role Heading:** Director  
**Appointment Date:** 16/02/2016  
**Cease Date:** 04/04/2020

**151 964 626 THE FORUM GROUP OF COMPANIES PTY LTD**

**Details Type:** Current 5EAV01605  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 72 151 964 626  
**Role Heading:** Director  
**Appointment Date:** 28/09/2011

**151 964 626 THE FORUM GROUP OF COMPANIES PTY LTD**

**Details Type:** Current 5EAV01605  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**ABN:** 72 151 964 626  
**Role Heading:** Secretary  
**Appointment Date:** 28/09/2011

**638 449 206 14 JAMES STREET PTY LTD**

**Details Type:** Current 7EAW38711  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**Role Heading:** Director  
**Appointment Date:** 01/05/2020

**638 449 206 14 JAMES STREET PTY LTD**

**Details Type:** Current 7EAW38711  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**Role Heading:** Secretary

Appointment Date: 01/05/2020

**622 944 129 26 EDMONSTONE ROAD PTY. LTD.**

Details Type: Current 7EAX03563  
Address: UNIT 5 141 WALKER STREET NORTH SYDNEY NSW 2060  
Status: \*\* Under External Administration And/Or Controller Appointed \*\*  
Role Heading: Director  
Appointment Date: 20/11/2017

**622 944 129 26 EDMONSTONE ROAD PTY. LTD.**

Details Type: Current 7EAX03563  
Address: UNIT 5 141 WALKER STREET NORTH SYDNEY NSW 2060  
Status: \*\* Under External Administration And/Or Controller Appointed \*\*  
Role Heading: Secretary  
Appointment Date: 20/11/2017

**630 982 160 5 BULKARA STREET PTY. LTD.**

Details Type: Current 7EAX03535  
Address: UNIT 5 141 WALKER STREET NORTH SYDNEY NSW 2060  
Status: \*\* Under External Administration And/Or Controller Appointed \*\*  
Role Heading: Director  
Appointment Date: 14/01/2019

**630 982 160 5 BULKARA STREET PTY. LTD.**

Details Type: Current 7EAX03535  
Address: UNIT 5 141 WALKER STREET NORTH SYDNEY NSW 2060  
Status: \*\* Under External Administration And/Or Controller Appointed \*\*  
Role Heading: Secretary  
Appointment Date: 14/01/2019

**643 838 662 64-66 BERKELEY ST HAWTHORN PTY LTD**

Details Type: Ceased/Former 7EBB29785  
Address: 23 MARGARET STREET ROZELLE NSW 2039  
Status: Registered  
Role Heading: Director  
Appointment Date: 26/08/2020  
Cease Date: 02/11/2020

**643 838 662 64-66 BERKELEY ST HAWTHORN PTY LTD**

Details Type: Ceased/Former 7EBB29785

**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Status:** Registered  
**Role Heading:** **Secretary**  
**Appointment Date:** 26/08/2020  
**Cease Date:** 02/11/2020

**- Shares Held -**

Ceased/Former

---

**- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	1	08770932M
<b>Beneficially Owned:</b>	Yes	<b>Fully Paid:</b>	Yes	(AR 2002)

**- Members -**

**Name:** BAJ COUGAR HOLDINGS PTY LIMITED  
**ACN:** 087 709 322  
**Address:** 1 ALLERTON ROAD BEECROFT NSW 2119  
**Joint Holding:** No  
**Abn:** 69 087 709 322

---

**- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	1	0E9478744
<b>Beneficially Owned:</b>	Yes	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** LA CUCINA VERA PTY LIMITED  
**ACN:** 107 462 813  
**Address:** 1 ALLERTON ROAD BEECROFT NSW 2119  
**Joint Holding:** No  
**Abn:** 81 107 462 813

---

**- Holding -**

<b>Class:</b>	A	<b>Number Held:</b>	100	2E0787514
<b>Beneficially Owned:</b>	Yes	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** INTRASHIELD PTY LTD  
**ACN:** 133 426 534  
**Address:** 27 MALTON ROAD BEECROFT NSW 2119  
**Joint Holding:** No  
**Abn:** 78 133 426 534

Current

---

**- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	2	5EAV00366
<b>Beneficially Owned:</b>	Yes	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** ARAMIA HOLDINGS PTY LTD  
**ACN:** 114 958 717  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Joint Holding:** No

---

**- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	50	7EBB29819
<b>Beneficially Owned:</b>	Yes	<b>Fully Paid:</b>	Yes	

**- Members -**

**Name:** 64-66 BERKELEY ST HAWTHORN PTY LTD  
**ACN:** 643 838 662  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Joint Holding:** No

---

\*\*\* End of Document \*\*\*



## National Property Ownership Report

---

Client: Jones Day Australia  
 Matter: 252692-211002  
 Date Ordered: 7/9/2021

No. of Pages: 9 Pages including cover page

---

### Search Criteria

Company Name:  
 First Name: Basile  
 Second Name:  
 Last Name: Papadimitriou

---

### Result Overview

State/Territory	Result
ACT	Nil Result
NSW	See Attached
NT	Nil Result
QLD	Nil Result
SA	Nil Result
TAS	Nil Result
VIC	Nil Result
WA	Nil Result

*The information displayed on this page is a summary only. The detailed information attached to this page is derived from each state and territory authority and is valid as at the time of it being ordered. Please check the results to ensure they correspond to the summary information above.*

## Australian Capital Territory

---

**Search Summary:**

Family / Organization Name: Papadimitriou  
Given Name: Basile  
Historic: No

---

**Result:**

**No matching results found with the supplied search criteria.**

## NEW SOUTH WALES

---

### Search Summary:

Search Type: Individual  
 Name: Basile  
 Surname: Papadimitriou  
 Name Order: Any  
 Include properties previously owned: Yes

---

### Search Results:

#### Current Owner Names (Auto Titles)

Owner Name	Locality	Title Reference	Dealing
------------	----------	-----------------	---------

#### Purchaser/Lessee Names (From 1/6/1971)

Owner Name	Locality	Title Reference	Dealing
BASILE PAPADIMITRIOU	BEECROFT	1/628007	T AD98845
BASILE PAPADIMITRIOU	CITY OF PARRAMATTA	14/29959	T 5200210
BASILE PAPADIMITRIOU	EPPING	Y/414629	T 9189660
BASILE PAPADIMITRIOU	FAIRFIELD	1/534078	L U238286
BASILE PAPADIMITRIOU	GRANVILLE	1/SP46112	T U192125
BASILE PAPADIMITRIOU	STRATHFIELD	112/SP70046	T 9691724

This information is provided as a searching aid only. The Registrar General does not guarantee that the information provided discloses details of all land/premises owned/leased by the party searched against. The information returned relates to owners/lessees registered from 1971 onwards except in relation to current lease information which is returned from 1998 onwards. Manual indexes are available for records registered prior to 1971. Note: \* indicates Lessee name.

## NORTHERN TERRITORY

---

### Search Summary:

Search Type:	Individual
Owner Name:	Basile
Owner Name:	Papadimitriou

---

### Search Results:

No results found.

## QUEENSLAND

---

### Search Summary:

Search Type:	Individual
Name:	Basile*
Surname:	Papadimitriou*

\* denotes prefix searching

---

### Search Results:

No results found.

## SOUTH AUSTRALIA

---

**Search Summary:**

Family / Organization Name: Papadimitriou  
Given Name: Basile

---

**Result:**

No Results Found

## TASMANIA

---

### Search Summary:

Search Type:	Individual
Name:	Basile%
Surname:	Papadimitriou%

% denotes prefix searching

---

### Search Results:

No results found.

Documents lodged prior to 1972 are not available via this search.

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Search performed at 9/07/2021 5:08:00 PM

**VIC: Individual Name Lookup - Papadimitriou, Basile**

<input type="checkbox"/> Name	Fee
<input type="checkbox"/> PAPADIMITRIOU, BILL	\$13.17
<b>Total: \$0.00</b>	

 How can we be better?

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## WESTERN AUSTRALIA

---

### Search Summary:

Search Type: Individual  
Name: Basile  
Surname: Papadimitriou

---

### Search Results:

Owner Name	Address	Parcel Description
------------	---------	--------------------

**Dated** 13<sup>th</sup> June 2018

## **Principal & Agency Agreement (Commercial Customers only)**

- Lease Agreement
- Rental Agreement

### **Parties**

**Flexirent Capital Pty Ltd ABN 93 064 046 046  
(Financier)**

and

**Forum Enviro (Aust) Pty Ltd ABN 78 607 484 364  
(Introducer)**

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Dated 2018

**Parties**

This Agreement is between:

**Flexidrent Capital Pty Limited** ABN 93 064 046 046  
of Level 7, 179 Elizabeth Street, Sydney CBD, NSW 2000, Australia.  
(Financier)

and

**Forum Enviro (Aust) Pty Ltd** ABN 78 807 484 364  
of Unit 20, 39 Herbert Street, St Leonards NSW 2065, Australia.  
(Introducer)

**BACKGROUND**

- A. Financier carries on business as a provider of financial accommodation.
- A. Introducer may request Financier to finance goods and/or services supplied to customers by Introducer and/or Vendor.
- A. Introducer has requested Financier to provide the Programme.
- D. The parties have agreed to enter into this Agreement to record the terms of their relationship.

**IT IS AGREED**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement the following words and phrases have the following meanings, unless the context otherwise indicates:

**Account Bank** means the ADI at which the Transaction Account is maintained.

**ADI** means an authorised deposit-taking institution as defined in the *Banking Act 1959* (Cth).

**Administrative Fees** has the meaning in the Finance Agreement or if not defined means any administrative fees payable under or in connection with the Finance Agreement.

**Affiliate** with respect to a party means any legal entity that the party Controls, which Controls the party, or which is under common Control with the party.

**Agreed Percentage** means, for the purposes of determining Introducer Residual Value Contribution, the percentage specified in a Transaction Approval (unless otherwise agreed in writing by Financier) where Introducer is taking a Residual Position.

**Agreement** means this document including any schedule or annexure to it.

**AML Act** means *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

**AML/CTF Laws** means any law relation to the prevention of money laundering and terrorism financing including the AML Act and any rules, regulations or guidance notes made in connection with the AML Act.

**APP** means the Australian Privacy Principles prescribed by the Privacy Act.

**Appointment** has the meaning given in clause 3.1 (*Appointment of Introducer*).

**Approved Form** means a form approved in writing by Financier.

**Approved Transaction** means a Transaction which has received Transaction Approval.

**ASIC** means Australian Securities and Investments Commission.

**ASIC Act** means the *Australian Securities and Investments Commission Act 2001* (Cth).

**Attorney** has the meaning given in clause 15.1 (*Appointment of Attorney*).

**AUSTRAC** means the Australian Transaction Reports and Analysis Centre.

**Australian Accounting Standards** means the accounting principles and practices applying by law or otherwise generally accepted in Australia, consistently applied.

**Australian Consumer Law** means the Australian Consumer Law contained in Schedule 2 of the CC Act and any regulations made under it.

**Authorised Officer of Financier** includes any director, secretary, class of manager or person acting in any of these capacities and such other person appointed as an authorised officer by Financier.

**Authorised User** has the meaning given in clause 16.19(n) (*Online Portal*).

**Background Intellectual Property** means the Intellectual Property Rights, proprietary information or confidential know how which is in possession of a party prior to the commencement of this Agreement, or generated after the Commencement Date by a party independent of this Agreement or the operation of the Programme.

**Bailment Agreements** means:

- (a) Lease Agreement; and

(b) Rental Agreement.

**Bailment Agreements Payment** means:

- (a) Lease Agreements Payments; and
- (b) Rental Agreement Payments.

**Bailment Agreement Present Value Amount** means the Bailment Agreements Payment (net of GST) which but for the termination of the relevant Bailment Agreement would have been payable by Customer under that Bailment Agreement as from the Termination Date up to and including the Expiry Date for Bailment Agreement (inclusive of any unamortised brokerage or commission comprising part of any Bailment Agreements Payments), reduced to a present value as at the Termination Date by applying the Discount Rate to such Bailment Agreements Payments.

**Bailment Agreement Purchase Price** has the meaning given in clause 17.1(b) (*Bailment Agreement Purchase Price*).

**Bailment Agreement Early Termination Amount** means the sum of:

- (a) Bailment Agreement Present Value Amount;
- (b) Break Costs; and
- (c) Administrative Fees.

**Bailment Agreements Payments Arrears** means the arrears of the Bailment Agreements Payments.

**Break Costs** means the cost, loss or expense arising by reason of the cancellation, termination or alteration of any funding arrangements entered into by Financier in order to fund the Finance Agreement or reflecting the difference between the rate of interest used by Financier to calculate the relevant Finance Agreements Payments and the rate of interest used by Financier to calculate finance agreements payments in similar transactions on or around the Termination Date.

**Business Day** means a day on which Financier is open for business in New South Wales. If this Agreement requires something to be done on a specified day which is not a business day, then it must be done instead on the next Business Day.

**CC Act** means the *Competition and Consumer Act 2010* (Cth).

**Change Proposal** has the meaning given in clause 30.1(a) (*Change Proposals*).

**Claim Notice** has the meaning given in clause 18.1(a) (*Financier's Liability is limited*).

**Commencement Date** means the later of:

- (a) execution of this Agreement by all parties;
- (b) satisfaction of all Conditions Precedent; and
- (c) satisfaction of all additional conditions precedent contained in the Special Conditions.

**Commission** means the commission that Financier may pay to Introducer or a third party in connection with any Transaction as agreed in writing by the parties prior to Financier issuing a Transaction Approval or otherwise specified in Item 8 (*Commission*).

**Conditions Precedent** means those conditions precedent set out in Item 10 (*Special Conditions*) or otherwise incorporated into this Agreement.

**Confidential Information** means:

- (a) the terms and provisions and the transactions embodied in and represented by this Agreement and information contained in the Transaction Documents or otherwise imparted by either party to the other in connection with this Agreement or the transactions;
- (b) information relating to a party's business or clients / customers or the method by which a party carries on its business; and
- (c) all other information which the parties should reasonably have assumed is confidential.

**Control** of an entity includes the direct or indirect power to:

- (a) direct the management or policies of the entity; or
- (b) control the membership of the board of directors,

whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights, and whether or not it arises by means of trust, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of that corporation or otherwise the management of its affairs.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Costs of Repossession** means all costs and expenses incurred by Financier in effecting, or attempting, repossession of Goods, satisfying any third party claim, and in storing, repairing to good working order and condition, insuring, valuing and disposing of, Goods after repossession.

**Credit Quality System** means the automated scorecard decisioning and/or manual review used by Financier using applicant and bureau data, policy rules and financials (as may be varied from time to time).

**Customer** means the person(s) receiving the financial accommodation from Financier under a Transaction Document.

**Customer Default** means a default or breach of that Customer's obligations under a Transaction Document and that default or breach is not remedied within any applicable grace period (if applicable).

**Customer's Property** means the premises on which a Customer conducts its business and being property in respect to which that Customer is the registered proprietor, or has exclusive rights of occupation that include a right to grant a licence as set out in the relevant Finance Agreement.



**Daily Cost Charges** means an amount equal to the average daily Bailment Agreements Payment payable to Financier by Customer in accordance with any Bailment Agreement.

**Delivery Confirmation** means a document confirming delivery of Goods and/or Software (as applicable) in an Approved Form.

**Deliver Up Goods** means Customer must immediately deliver up Goods to Financier or Introducer (at any place reasonably directed by Financier):

- (a) in good working order and condition (fair wear and tear excepted);
- (b) packed, crated and decommissioned (if applicable and required by Financier) in accordance with the manufacturer's specifications (and any return conditions in the relevant Finance Agreement);
- (c) with any Title Documents; and
- (d) otherwise as required by Financier.

**Discount Rate** has the meaning given to it in Item 8 (*Discount Rate*).

**Discounted Introducer Residual Value Contribution** means Introducer Residual Value Contribution reduced to a present value by discounting Introducer Residual Value Contribution by the rate implicit in the calculation of the Bailment Agreements Payments over the scheduled term of the Bailment Agreement (e.g. initial term).

**EDR Scheme** means an ASIC approved external dispute resolution scheme.

**Equipment** means the equipment approved by Financier in writing and the subject of a Transaction Document.

**Expiry Date for Bailment Agreement** means the scheduled expiry of the initial term of the Bailment Agreement. This will not change if there is an interim term or extended term.

**Fair Market Value** means the fair market value of Goods at the Termination Date of the Bailment Agreement as reasonably determined by Financier in accordance with its usual practices and policies.

**Finance Agreements** means:

- (a) Bailment Agreements; and/or
- (b) any other agreement Financier and Introducer agree, under which charges are attributable to the access, operation and/or use of Goods, whether partly or wholly, and entered into pursuant to this Agreement in the such other form approved in writing by Financier.

**Finance Agreements Payment** means:

- (a) Bailment Agreement Payments; and
- (b) the instalments of payments payable pursuant to any other Finance Agreement.

**Financier's Portion of the Payment** means:

- (a) Finance Agreements Payment; and
- (b) all other amounts owing to Financier arising out of or in connection with any relevant Transaction Document.

**Goods** means the Equipment and/or Software which may comprise any of those goods set out in Item 3 (*Goods*).

**Government** means any governmental, semi-governmental, administrative, legislative or judicial department, body, agency or entity.

**GST** means any Goods and Services Tax payable pursuant to the GST Legislation.

**GST Amount** has the same meaning as in the GST Legislation.

**GST Legislation** means *A New Tax System (Goods & Services Tax) Act 1999 (Cth)* and related legislation.

**Guidelines to Accredited Intermediaries** means the guidelines issued by Financier to financial intermediaries accredited by Financier.

**Ineligible Transaction** means a Transaction where:

- (a) **breach of this Agreement:** Introducer materially breaches this Agreement;
- (b) **representation or warranty:** any representation or warranty given by Introducer under a Transaction Document for a particular Transaction is materially inaccurate or incorrect;
- (c) **misrepresentation:** Introducer has materially misrepresented the performance of Goods or their suitability for the purposes of the relevant Customer which is a contributing reason to that Customer failing to make a payment due under the relevant Finance Agreement and where such payment has not been made within sixty (60) days of its due date;
- (d) **breach of authority:** Introducer entered into the Transaction in breach of its authority or in default of its obligations in respect of that Transaction;
- (e) **Security Interests:** Financier did not obtain:
  - (i) unencumbered title to the relevant Goods free from Security Interests (other than Permitted Security Interests in respect of any Bailment Agreement); or
  - (ii) its desired priority position in respect of any Security Interest granted in its favour as specified in the Transaction Approval for that Transaction;
- (f) **Finance Agreements:** Customer is excused from performing any of its obligations under the Finance Agreements because of any act or omission of Introducer;
- (g) **Transaction Document:** a Transaction Document relating to that Transaction is void and unenforceable for any reason or Introducer fails to perform, or is likely to be incapable of performing, any of its obligations under any such Transaction Document;

(h) **Material Adverse Effect:** an event or series of events whether related or not, including any material adverse change in the business, assets or financial condition of Introducer occurs which has or is likely to have a Material Adverse Effect; or

(i) **Insolvency Event:** an Insolvency Event occurs in respect of Introducer.

**Inertia Payment** includes any:

- (a) extension payment(s), inertia, holding over or other analogous payments payable by any Customer under the Bailment Agreements; or
- (b) otherwise payable following the expiry of the initial term of any Bailment Agreement.

**Initial Term** means the period specified in Item 2 (*Initial Term*).

**Insolvency Event** means the happening of any of the following events:

- (a) an application is made to a court for an order that a body corporate is wound up which is not dismissed within seven (7) days or an order is made that a body corporate be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate which is not dismissed within seven (7) days, or one of them is appointed, whether or not under an order;
- (c) except to reconstruct or amalgamate while solvent on terms approved by Financier (which approval will not be unreasonably withheld), a body corporate or person enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a re-organisation, moratorium or other administration involving any of them;
- (d) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by Financier (which approval will not be unreasonably withheld) or is otherwise wound up or dissolved;
- (e) a body corporate or person is or states that it is unable to pay its debts as and when they fall due;
- (f) a bankruptcy notice is issued against a person or a receiver or a trustee for creditors or a trustee in bankruptcy is appointed to any of the person's property;
- (g) a person becomes "insolvent under administration" as defined in section 9 of the Corporations Act or action is taken which could result in that event;
- (h) a receiver or receiver and manager or administrator is appointed to any body corporate or any part of the property of any person; or
- (i) anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

**Insurance Requirements** means the insurances required to be effected under or in accordance with:

- (a) requirements contemplated, in clause 8.5(c)(i) (*Specific obligations of Introducer once Transaction Approval issued*), 10.2(b)(vi) (*Settlement procedure*) and 16.4 (*Insurance*); and
- (b) any Transaction Approval and/or Transaction Document.

**Intellectual Property Rights** means any and all Intellectual and Industrial property rights throughout the world, including limitation rights in respect of or in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), trademarks, designs, circuit layout rights and semiconductor rights, trade secrets, domain name rights and data and databases and any other analogous rights.

**Introducer's Portion of the Payment** means, in respect of the liability of Customer under a Transaction, the amount of the Payment made by that Customer in respect of that liability less Financier's Portion of the Payment.

**Introducer's Property** means the premises on which Introducer conducts its business and being premises in respect to which Introducer is the registered proprietor, or has exclusive rights of occupation that include a right to grant a licence as set out in this Agreement.

**Introducer Residual Value Contribution** means the amount payable by Introducer to Financier in order for Introducer to take a Residual Position in respect of any Bailment Agreement under clause 12.1 (*Taking Residual Position*). Introducer Residual Value Contribution is calculated by multiplying the:

- (a) Agreed Percentage; by
- (b) Residual Value.

**KYC Information** means the information required to be obtained under the applicable customer identification procedure as defined in the AML/CTF Laws.

**Lease Agreement** means a lease agreement (however described) between Financier and Customer entered into pursuant to this Agreement in the Approved Form which includes the transfer of possession of Goods to that Customer for a fixed term.

**Lease Agreement Payment** means the instalments of lease payments payable pursuant to a Lease Agreement and as identified in the applicable Transaction Proposal and/or Transaction Approval.

**Maximum Term** means the "maximum term" set out in the Finance Agreements in accordance with Item 5 (*Maximum Term*).

**Material Adverse Effect** means a material adverse effect upon the:

- (a) ability of Introducer to perform its obligations under any Transaction Document;
- (b) rights of Financier under or in relation to any Transaction Document or Goods; or
- (c) ability of Customer or any other person who provides a Security Interest, to perform its obligations under any Transaction Document.

**Minimum Finance Volume** means the amount specified in Item 4 (*Minimum Finance Volume*).

**Net Expense** has the meaning given in clause 22.3(a) (*Reimbursements*).

**Notice** has the meaning given in clause 29.1 (*Legal effect of Notice*).

**National Credit Code** means the National Credit Code contained in Schedule 1 of the NCCP Act and any regulations made under it.

**NCCP Act** means the *National Consumer Credit Protection Act 2009* (Cth) and all regulations made under it.

**Online Portal** means a web based or other electronic interface which, among other things, facilitates the submission of Transaction Proposals and other communications between Introducer and Financier.

**Operational Framework** has the meaning given in clause 16.18(a) (*Operational Framework*).

**Payee** has the meaning given in clause 22.3(a) (*Reimbursements*).

**Payer** has the meaning given in clause 22.2(a) (*Liability to pay GST*).

**Payment** means the following amounts paid, payable or that may become payable by a Customer in respect of a Transaction:

- (a) instalments and all other fees or amounts payable pursuant to each Transaction Document relating to that Transaction and/or as identified in the applicable Transaction Proposal or Transaction Approval;
- (b) Finance Agreements Payments;
- (c) all payments contemplated by clause 13 (*Inertia for Bailment Agreements*);
- (d) any early termination payment relating to that Transaction; and
- (e) any interest payable in respect of the payments contemplated by paragraphs (a)-(d) above (default or otherwise).

**Permitted Purpose** means any purpose as:

- (a) contemplated by this Agreement; or
- (b) advised by Financier.

**Permitted Security Interest** means any Security Interest:

- (a) arising out of or in connection with any Transaction Document relating to the supply of Goods entered into between Introducer and a supplier and which will be released or discharged in full immediately following payment by Introducer to the relevant supplier of the acquisition price of Goods in accordance with Introducer's normal trading terms; or
- (a) approved in writing by Financier in relation to a Transaction.

**Personal Information** has the same meaning as in the *Privacy Act*.

**Personnel** means an entity's officers, employees, agents, franchisees, contractors or other representatives.

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

**PPS Register** means the Personal Property Securities Register established under Part 5.2 of the PPS Act.

**PPS Security Interest** means a security interest under the PPS Act.

**Previous GST Amount** has the meaning given in clause 22.5 (*Adjustments*).

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Programme** means the programme specified in Item 1 (*Programme*).

**Property** means the:

- (a) Introducer's Property; and/or
- (b) Customer's Property.

**Property Licence** means the licence granted in respect of the relevant Property, pursuant to which the relevant party (or its designated agent) is licensed to enter onto the Property for the purposes of effecting or performing its rights or obligations arising out of, or in connection with, a Transaction Document.

**Purchase Agreement** means any agreement entered into in connection with the acquisition of Goods (including any invoice issued by Vendor). See clause 10.3(e)(i) (*Post Settlement obligations*).

**Quote** has the meaning given in clause 6.2(a) (*Quotes*).

**Rate Chart** has the meaning given in clause 6.1(a) (*Rate Chart may be provided to Introducer*).

**Reimbursable Expense** has the meaning given in clause 22.3(a) (*Reimbursements*).

**Regulatory Authority** means any government or any governmental, semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality and any EDR Scheme of which Financier is a member.

**Related Entity** has the meaning given in the *Corporations Act*.

**Remarketing Services** has the meaning given in clause 11.8(a) (*Remarketing of Goods*).

**Renewal Term** has the meaning in clause 2.2 (*Renewal Term*).

**Rental Agreement** means a rental agreement (however described) between Financier and Customer entered into pursuant to this Agreement in the Approved Form which includes the transfer of possession of Goods to that Customer for a fixed term.

**Rental Agreement Payments** means the instalments of rent payments payable pursuant to a Rental Agreement and as identified in the applicable Transaction Proposal and/or Transaction Approval.

**Requesting Party** has the meaning given in clause 24.5 (*Access*).

**Residual Position** means, in respect of each Bailment Agreement, the greater of the:

- (a) Residual Value; and
- (b) Fair Market Value.

**Residual Position Confirmation** means a confirmation in the form notified by Financier to Introducer in respect of the Residual Position taken by Financier and/or Introducer. The Residual Position Confirmation may be included in the Transaction Approval.

**Residual Value** means in respect of a:

- (a) **Rental Agreement:** the residual value of Goods assumed by Financier for a Bailment Agreement in calculating the Bailment Agreements Payments, adjusted in accordance with Financier's usual procedures to include Financier's required investment return on the residual value; and
- (a) **Lease Agreement:** the residual value of Goods specified in the relevant Lease Agreement.

**Sale Agreement** means the agreement, in the Approved Form, regarding the transfer of ownership of Goods from Introducer or Vendor to Financier where Goods.

**Secured Money** means all amounts, including losses and damages, that:

- (a) arise from Introducer's breach of this Agreement or any Transaction Document including pursuant to any indemnity or by way of damages; and/or
- (b) are payable by Introducer to Financier on any account at any time for any reason under or in relation to this Agreement and any Transaction Document.

**Security** means a Security Interest taken or procured by Introducer on behalf of Financier to secure the obligations of a Customer under a Transaction which is in the form approved by Financier.

**Security Interest** includes:

- (a) a PPS Security Interest;
- (b) an interest or power reserved in or over an asset or interest in any asset; or
- (c) an interest or power created or otherwise arising in or over any asset or any interest in any asset under a bill of sale, mortgage, pledge, lien, charge, hypothecation, trust arrangement or other security interest or encumbrance,

by way of security for the payment of a debt or other pecuniary obligation or the performance of any other obligation.

**Serial Numbered Property** means Goods which may or must be described by serial number in a registration under the PPS Act.

**Service Fees** means fees, charges and other amounts payable by Customer to Introducer under or in connection with the Finance Agreements in relation to Introducer's (or a third party delegate or nominee of Introducer) provision of Services to that Customer as approved in the Transaction Approval.

**Service Levels** means Financier's service levels as agreed in writing between the parties.

**Service Rebate** means any rebate or credit made available by Introducer to Customer under or in connection with the Finance Agreement relating to the provision of Services, whether arising out of a breach by Introducer of its relevant obligations under that Finance Agreement or otherwise.

**Services** means:

- (a) all service and maintenance undertaken in respect of Goods;
- (b) any additional services supplied or performed by or on behalf of Introducer to a Customer, including in respect of Goods or Software; or
- (c) anything else that Financier may agree to provide or procure by way of maintenance and/or services in respect of Goods in writing.

**Settlement** means the settlement and/or settlement procedure for an Approved Transaction which will be determined between the parties on a Transaction by Transaction basis and set out in the relevant Transaction Approval.

**Settlement Checklist** means the settlement checklist issued by Financier in connection with each Transaction.

**Soft Costs** means, in relation to a Customer and a Transaction, costs in connection with the Goods and/or Services, namely the costs of delivery, installation, training upgrade and similar services payable by the relevant Customer to Introducer which Financier may agree to finance in its discretion but does not include the cost of purchasing or licensing software if such software is necessary for the operation of Goods.

**Software** means the software approved by Financier in writing and the subject of a Transaction Document.

**Software Licence** has the meaning given to it in clause 11.3(a) (*Where Goods include Software*).

**Special Conditions** means those special conditions and/or conditions precedent set out in Item 10 (*Special Conditions*) or otherwise incorporated into this Agreement.

**Term** means the Initial Term plus any Renewal Term.

**Termination Date** means the date of effective termination of the relevant Bailment Agreement. The Termination Date may or may not be the Expiry Date for Bailment Agreement.

**Termination Event** occurs if:

- (a) **breach of this Agreement:** Introducer fails to perform or breaches its obligations under this Agreement or any Transaction Document and if that default is capable of rectification it is not rectified within fourteen (14) days of receiving written notice requiring rectification;
- (b) **failure to pay:** Introducer fails to make a payment to Financier upon receiving written notice requiring payment of such amount within fourteen (14) days;
- (c) **Material Adverse Effect:**
  - (i) distress is levied or a judgment, order or encumbrance is enforced, or becomes enforceable, or can be rendered enforceable by the giving of notice, lapse of time or fulfilment of any condition, against any property of Introducer in an amount that is likely to have a Material Adverse Effect;
  - (ii) an event or series of events whether related or not, including any material adverse change in the business, assets or financial condition of Introducer occurs which has or is likely to have a Material Adverse Effect;
  - (iii) the person who Controls, or group of persons who acting together Control, Introducer ceases to have that Control where such change is likely to have a Material Adverse Effect as determined by Financier; or
  - (iv) a representation or warranty made by or on behalf of Introducer in connection with a Transaction Document is found to be incorrect or misleading which is likely to have a Material Adverse Effect;
- (d) **business of Introducer:** Introducer ceases or threatens to cease to carry on its business;
- (e) **failure to disclose:** Introducer fails to disclose to Financier any material information known to it in relation to any Transaction Document or Goods;
- (f) **deregistration:** a notice under section 601AB of the Corporations Act is given to Introducer;
- (g) **Insolvency Event:** an Insolvency Event occurs in respect of Introducer;
- (h) **Security Interest:** any Security Interest
  - (i) granted by Introducer in favour of Financier in connection with this Agreement becomes wholly or partly void, voidable or unenforceable or otherwise loses the priority which it has at or after the date of this Agreement or any authority in respect of such Security Interest is withdrawn;
  - (ii) over any asset of Introducer securing payment for any amount becomes enforceable subsequent to the occurrence of any default event under that Security Interest; or
- (i) **act or omission:** Introducer does something or omits to do something in connection with a Transaction Document and that action constitutes fraud, negligence or wilful default on the behalf of Introducer.

**Termination Notice** has the meaning given in clause 18.3 (*Voluntary termination of this Agreement*).

**Termination Notification** means a notice in the form required by Financier, signed by Introducer and held by Financier in escrow pending the occurrence of a Termination Event.

**Title Document** means any certificate or other document or agreement evidencing the legal right, title and interest of any person to Goods.

**Transaction** means any transaction contemplated by a Transaction Document.

**Transaction Account** means, Financier approved financial institution account as specified in the Transaction Approval applicable for the underlying Transaction. The Transaction Account will be:

- (a) **Financier:** an account with an ADI established in the name of Financier pursuant to clause 14.1(a) (*Introducer bills and Financier collects and distributes – Payments received into Financier's Account Bank*) and such other account established by Financier in substitution for or in addition to that account; or
- (b) **Introducer:** an account with an ADI established in the name of Introducer pursuant to clause 14.1(b) (*Introducer bills, collects and distributes – Payments received into Introducer's Account Bank*) and such other account established by Introducer in substitution for or in addition to that account.

**Transaction Approval** means an approval given by Financier in respect of entering into a Transaction in accordance with clause 8 (*Transaction Approvals*) and (unless otherwise notified by Financier) substantially in the form of Schedule 2 (*Transaction Approval*).

**Transaction Document** means:

- (a) this Agreement;
- (b) Finance Agreements;
- (c) any agreement for the purchase of Goods, Software and/or Services;
- (d) any Security; and
- (e) any other document or agreement relating to any of these agreements or which the parties agree in writing is a Transaction Document,

and includes any accompanying schedule or addendum.

**Transaction Proposal** means a proposal for a Transaction submitted by Introducer under clause 7.1 (*Referral and approval of Transactions – Transaction Proposal*) materially in the Approved Form and which contains, at a minimum (where applicable), the information set out in clause 7.3 (*Content of Transaction Proposal*).

**Trust** has the meaning given to it in clause 31.7 (*Trust*).

**Upfront Payment** means the upfront payment required by Financier to be paid by Customer. Any Upfront Payment is a contribution towards the purchase of Goods.

**Vendor** means the person(s) who sells Goods to Customer or Financier and that will be financed by Financier under a Finance Agreement.

**Vendor's Guarantee** means any guarantee, warranty or assurance given by Vendor in relation to the sale of Goods.

## 1.2 Interpretation

- (a) Unless the context otherwise requires, a reference to:
  - (i) this Agreement or any other instrument where amended, altered, novated or replaced means that agreement or instrument as amended, altered, novated or replaced;
  - (ii) one gender includes the other genders;
  - (iii) the singular includes the plural and the plural includes the singular;
  - (iv) a person includes an individual, a body corporate and a government;
  - (v) a party includes the party's executors, administrators, successors and permitted assigns;
  - (vi) a statute, regulation or provision of a statute or regulation, includes that statute, regulation or provisions, as amended, replaced or re-enacted from time to time;
  - (vii) bankruptcy or liquidation include provisional liquidation, receivership, dissolution, winding up, becoming an "insolvent under administration" (as defined in section 9 of the Corporations Act), any assignment or arrangement of property or composition of debts under the bankruptcy laws and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction;
  - (viii) anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to any one or more of them;
  - (ix) death includes the winding up or dissolution of a corporation;
  - (x) writing and similar expressions include all means of reproducing words in a tangible and permanently visible form;
  - (xi) a clause, schedule, party or annexure is a reference to a clause, schedule, party or annexure of this Agreement; and
  - (xii) "Item" is a reference to an item in Schedule 1 (*Details*).
- (b) All monetary amounts are in Australian dollars, unless otherwise stated.
- (c) "Including" and similar expressions are not words of limitation.
- (d) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (e) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement.
- (f) An agreement, warranty, representation or obligation which binds or benefits two or more persons under this Agreement binds those persons jointly and severally.
- (g) Headings are for convenience only and do not affect the interpretation, or form part of, this Agreement.
- (h) If there is any inconsistency between any Special Conditions or the main body of this Agreement, the Special Conditions will prevail to the extent of the inconsistency.

## 2. TERM

### 2.1 Initial Term

This Agreement commences on the Commencement Date and continues for the Initial Term.

### 2.2 Renewal Term

Unless already terminated, at the expiry of the Initial Term, this Agreement will automatically (without further notice) renew for subsequent twelve (12) month terms (Renewal Term).



**3. APPOINTMENT – AGENCY**

**3.1 Appointment of Introducer**

With effect from the Commencement Date, Financier appoints Introducer as its non-exclusive agent for the Term upon the terms of this Agreement (Appointment) and Introducer accepts the Appointment.

**3.2 Undisclosed relationship**

Subject to clause 4 (*Disclosure of relationship*), the relationship created by this Agreement will be an undisclosed arrangement in respect of all Transactions.

**3.3 Mutual undertaking**

Financier and Introducer agree to perform their respective obligations in a sound and commercially reasonable manner with the standard of diligence and care expected of a responsible and reputable corporation in the course of its operations.

**3.4 Independent contractors only**

Except to the extent expressly specified, the relationship between Financier and Introducer is that of independent contractors. Nothing in this Agreement is to be construed as implying:

- (a) a partnership, agency, joint venture, association or other relationship between the parties;
- (b) Introducer is an employee of Financier; or
- (c) Introducer is required to act exclusively as agent of Financier.

**3.5 Limitations on Appointment**

3.5 The Appointment is strictly limited to the activities expressly contemplated and Introducer must not hold itself out as the agent or intermediary of Financier for any other purpose.

3.5 Introducer does not have any right or authority to bind Financier in any way except as expressly authorised by this Agreement or as otherwise expressly authorised by Financier in writing.

- (c) Introducer must not:
  - (i) assume any obligation, liability or incur any expense on behalf of Financier;
  - (ii) make any representation or warranty in relation to the Transaction Documents; and
  - (iii) make any representation or warranty in relation to Goods, unless Financier has given its prior written consent or Introducer is expressly permitted to do so under this Agreement.

**3.6 Holding out**

Introducer does not have any authority to hold itself out as the vendor or supplier of Financier or otherwise represent that it is acting on behalf of Financier except as expressly authorised in this Agreement.

**3.7 Substitution of Financier**

Financier may on written notice to Introducer, appoint any of its Affiliates to become a principal who will be entitled to all of the rights and will be obliged to perform all of the obligations of Financier as if it were named as Financier provided that any of its Affiliates appointed to become a principal has executed a deed by which it agrees to observe the obligations of Financier under this Agreement from the date of appointment.

**3.8 Minimum Finance Volume**

Subject to annual review, where the aggregate originations under the Programme do not meet the Minimum Finance Volume (calculated on an annual basis in accordance with Item 4 (*Minimum Finance Volume*)), Financier may immediately:

- (b) initiate a review of the Programme (and Introducer must provide all reasonable assistance necessary to Financier to enable its completion), including for the purposes of discussing and agreeing revised Minimum Finance Volume thresholds to apply to the Programme; or

**3.9 Review**

(a) The Programme is subject to annual review, the first review commencing on the first anniversary of the Commencement Date with each subsequent review to take place on the anniversary of the Commencement Date.

(a) Introducer acknowledges that Financier has entered into the Programme on the expectation that the Minimum Finance Volume will be reached.

**7.1 DISCLOSURE OF RELATIONSHIP**

**4.1 Disclosure of relationship by Introducer**

Introducer must not disclose to another person the Appointment or the relationship created by this Agreement except:

- (a) to officers, employees, legal and other advisers and auditors of Introducer;
- (b) as required by law; or
- (c) with the consent of Financier (not to be unreasonably withheld).

**4.2 Disclosure of relationship by Financier**

Introducer acknowledges and agrees that Financier may disclose to another person Introducer's appointment as agent under this Agreement:

- (a) pursuant to clause 14.7(c) (*Arrears Procedure*);
- (b) to its Affiliates, officers, employees, legal and other advisers, financiers and auditors;
- (c) if a Termination Event occurs;
- (d) if a Customer Default occurs;
- (e) if a Transaction Document is terminated or legal action is to be commenced to enforce a right or obligation under that Transaction Document;
- 3.1 if Financier considers it necessary in order to register any of the transfers or assignments mentioned in or contemplated by this Agreement;
- (g) if Financier considers it necessary to protect its interest in Goods or any Transaction Document;
- (h) if Financier desires or contemplates the transfer of any of its rights, title, interest or obligation under a Transaction Document to another person;
- (i) in any other circumstances requested by Financier (acting reasonably);
- (j) if Financier is required to do so by law or by Government directive;
- (k) to any assignee or potential assignee, any financier or to any professional advisor or person involved in providing funds by way of securitisation to any of the foregoing; or
- (l) with consent of Introducer.

Except for a disclosure made by Financier under clause 4.2(b) and (k), Financier will use reasonable endeavours to notify Introducer when making a disclosure pursuant to this clause 4.2 (*Disclosure of relationship by Financier*) within fifteen (15) Business Days of making that disclosure.

**5. COMMISSION**

**5.1 Commission payable to Introducer**

Financier may pay to Introducer a Commission for each Transaction on Settlement and otherwise as specified in the Transaction Approval for that Transaction.

**5.2 Commission payable only on settled Transactions**

The Commission is payable only if the relevant Transaction settles following the issue of a Transaction Approval.

**6. PRICING**

**6.1 Rate Chart may be provided to Introducer**

(a) From the Commencement Date, Financier may periodically furnish Introducer with a rate chart specifying the rates at which Financier is generally prepared to provide finance (Rate Chart). The rates in the Rate Chart may change from time to time.

(b) Introducer acknowledges that the rates in a particular Transaction may vary from the Rate Chart having regard to the creditworthiness of Customer or the nature of Goods being financed.

**6.2 Quotes**

(b) Introducer may request Financier to provide or approve a quote in connection with a proposed Transaction (Quote). If Introducer makes a request under this clause 6.2(a) (Quotes), Financier may, but is not obliged to, provide or approve a Quote.

(b) A Quote provided or approved by Financier will be valid for a period of ten (10) Business Days except if:

- (i) there is a change to any matter on which the Quote or approval of the Quote is based;
- (ii) a Termination Event occurs; or
- (iii) a Customer Default occurs under a Transaction to which Customer is a party.

(a) Introducer must immediately notify Financier if there is a change to any matter on which a quote or approval of a Quote is based.

**6.3 Soft Costs**

Financier may, but is not obliged to, finance Soft Costs.

**7. TRANSACTION PROPOSALS**

**7.1 Referral and approval of Transactions – Transaction Proposal**

(a) Introducer may refer Transactions to Financier by issuing 7. Transaction Proposal.

(b) The specific arrangements governing the processing and approval of each Transaction will be as Financier determines (acting reasonably) including the:

- (i) creation, negotiation and execution of each relevant Transaction Document;
- (ii) registration and perfection of any Security Interest required by Financier; and
- (iii) completion of all ancillary matters and the sourcing of such additional information regarding a proposed Transaction.

- 7.2 **Financier to approve or decline Transaction Proposal**  
Financier will:
- (a) approve or decline a Transaction Proposal in writing and will use its reasonable endeavours to do so in accordance with the periods prescribed by the Service Levels.
  - (b) have no liability to Introducer if it declines a Transaction Proposal or for any failure to satisfy the Service Levels.

- 7.3 **Content of Transaction Proposal**  
All Transaction Proposals must contain, as a minimum (where applicable):
- (a) the name of Customer;
  - (b) the name of Vendor;
  - (c) a detailed description of the proposed Goods and/or Services;
  - (d) the purchase price of Goods and/or Services;
  - (e) the anticipated delivery and installation date of Goods and/or Services;
  - (f) the anticipated Finance Agreements Payment, Commission and Service Fees;
  - (g) where the proposed Transaction is a Bailment Agreement, the proposed Residual Position to be taken by Introducer;
  - (h) the anticipated due date for payment of the purchase price for Goods and/or Services and Commission;
  - (i) details of Security which may be taken, if required;
  - (j) current financial statements for each corporation proposed to be a party to a Transaction Document in circumstances where the amount to be financed exceeds \$35,000.00 (or such other amount as Financier may specify);
  - (k) the most recent signed and dated financial statements (including profit & loss statement and balance sheet) for at least two (2) financial years for Customer in circumstances where the amount to be financed exceeds \$35,000.00 (or such other amount as Financier may specify); and
  - (l) such additional information regarding a proposed Transaction as Financier determines in its discretion.

- (l) **Maximum Term of Transaction**  
The proposed term of a Transaction specified in a Transaction Proposal must not exceed the Maximum Term.

- 7.5 **Permissible Transaction Proposals – National Credit Code must not apply to Transactions**  
Each proposed Transaction must be entered into with a Customer who is:
- (a) not a natural person or strata corporation; or
  - (b) a natural person or strata corporation, but only if Goods are to be used exclusively for business purposes and not for personal, domestic or household purposes.

(b) **TRANSACTION APPROVALS**

- 8.1 **Issuing of Transaction Approval**
- (a) If Financier approves a Transaction Proposal, Financier will issue a Transaction Approval to Introducer. Financier may approve or decline a Transaction Proposal at its discretion, reasonably exercised having regard to its lending criteria.
  - (b) The Transaction Approval may specify terms and conditions which differ from those in the Transaction Proposal.
  - (c) A Transaction Approval is valid only for ninety (90) days from the date of issue or such other period specified in the Transaction Approval after which time Introducer must submit a new Transaction Proposal to Financier or obtain Financier's written consent to rely on the expired Transaction Approval.

- 8.2 **Introducer to incorporate terms and conditions of Transaction Approval**  
Introducer must ensure the Transaction Documents incorporate all terms and conditions specified in the Transaction Approval for the Transaction.

- 8.3 **Financier not liable for unauthorised purchases**  
Financier is not liable for any money payable to anyone (including Vendor) where:
- (a) Introducer enters into, purports to enter into, or purports to procure Financier to enter into, a Transaction without receiving Transaction Approval;
  - (b) Introducer enters into, purports to enter into, or purports to procure Financier to enter into, a Transaction where the Transaction Approval is no longer valid (except where Financier has given its written consent that Introducer can rely on the expired Transaction Approval);
  - (c) Termination Event has occurred; or
  - (d) Customer Default has occurred under a Transaction to which the relevant Customer is a party.

- 8.4 **Additional matters to be completed by Introducer in respect of Approved Transactions**
- (a) For Approved Transactions, Introducer must:
    - (i) prepare all necessary and appropriate documentation and arrange for the due execution of that documentation,

- including applicable approved Transaction Documents, by Customer;
- (ii) take appropriate Security from Customer or any other third party provider of Security which has been approved by Financier;
- (iii) subject to clause 13.1 (*Share of proceeds*), take all action necessary to ensure that the Payments and other moneys payable under any Transaction Document are paid in accordance with this Agreement;
- (iv) perform all obligations of introducer under the relevant Transaction Documents;
- (v) if required by Financier in writing, at Financier's expense (except where otherwise stipulated) and in accordance with any reasonable directions issued by Financier:
  - A. exercise or attempt to exercise or enforce or attempt to enforce any right under or in connection with any Transaction Document;
  - B. take or attempt to take any action for the recovery of money owing under any Transaction Document;
- (v) carry out and enforce specific performance of any Transaction Document;
- D. take any action Financier reasonably considers necessary or desirable to protect, preserve or repossess Goods;
- the take any action Financier reasonably considers necessary or desirable to lawfully terminate, or to accept the repudiation of any Transaction Document; and
- the bankrupt or wind up Customers or others who have defaulted under Transaction Documents and do everything in connection with any bankruptcy or winding up which Introducer or Financier thinks necessary for the recovery or protection of any Goods;
- (i) anything else incidental or conducive to the exercise of the above powers as agreed between the parties.

- (b) Introducer agrees that Financier may itself take any action that Introducer is required to take under clause 8.4(a) (*Additional matters to be completed by Introducer in respect of Approved Transactions*) at any time, which will be at the cost of Introducer where Introducer is in breach of its obligations to do so. Introducer agrees to allow Financier to take that action and will do all things reasonably necessary to assist Financier if Financier exercises the option to take that action.

8.5 **Specific obligations of Introducer once Transaction Approval issued**  
Once Transaction Approval has been issued, Introducer must:

- (a) **Warranty or representation:** not give or take any warranty or representation (other than those specified in the Transaction Documents or implied by law and incapability of exclusion) to Customer or any other person;
- (b) **Upon request by Financier:** as requested by Financier ensure that where:
  - (i) a Security or any other document is provided in connection with a Transaction by a corporation other than Customer, and where that corporation is not a public entity, the shareholders must have consented to the Security being provided and confirmed that there is a corporate benefit for the corporation in giving the Security;
  - (ii) a Security or any other document entered into in respect of the Transaction is provided by an individual other than Customer, the individual signs an acknowledgment that it has had the opportunity to obtain independent legal and financial advice;
  - (iii) a Transaction is entered into, or a Security or other document entered into in respect of the Transaction is provided, by a trustee of a trust, the trustee warrants, amongst other things, that it has the necessary power and is exercising the power for a proper purpose; and
  - (iv) any Transaction Document or any other document provided in connection with a Transaction is executed under a power of attorney, the person purporting to sign as an attorney has delivered a copy of an acceptable power of attorney and warrants that they have no knowledge of its revocation;
- (c) **Miscellaneous:** ensure that:
  - (i) **Insurance Requirements:** at the time of entering into the Transaction, the Insurance Requirements have been satisfied;
  - (ii) **Delivery Confirmation:** a Delivery Confirmation has been signed by Customer and provided to Financier;
  - (iii) **Payment:** Customer has paid to Introducer the:
    - A. Upfront Payment;
    - B. stamp duty and registration fees payable before or at the time of entering into the Transaction;
    - C. legal costs and disbursements payable under any Transaction Documents; and

- D. other fees and charges payable under any Transaction Documents;
- (iv) **Registration:** where registration of any Transaction Documents is required, the relevant Transaction Documents are registered so that they take effect and obtain the priority specified by Financier in its Transaction Approval or intended in respect of the Transaction.

**9. TRANSACTION DOCUMENTS**

**9.1 Ownership of Transaction Documents**

- 9.1.1 Once Financier has paid the purchase price for Goods, all property in, title to and the rights under all related Transaction Documents are owed exclusively by Financier.
- (b) Introducer does not obtain and must not claim any ownership or rights (legal or equitable) in or to those Transaction Documents.

**9.2 Financier's standard documentation and approval**

- Introducer must ensure that each document submitted to Financier is in:
- (a) accordance with the Transaction Approval and this Agreement; and
- (b) the Approved Form.

**9.3 Preparation and signing of Transaction Documents**

- (b) Introducer must prepare the relevant Transaction Documents and arrange for due execution. Introducer must exercise due diligence to ensure that each person who signs the relevant Transaction Documents has the requisite authority and ensure the Transaction Documents are properly signed.
- (b) Notwithstanding clause 9.3(a) (*Preparation and signing of Transaction Documents*) Introducer acknowledges and agrees that it is Introducer's sole responsibility to ensure that all Transaction Documents are compliant with all laws, fit for purpose and operate as intended even if Introducer is using versions of Transaction Documents approved and/or supplied by Financier.
- (c) Introducer is responsible for preparing and issuing all communications to Customer under the Finance Agreements (e.g. end of term reminder under a Bailment Agreement) and Security.

**9.4 Introducer must make full disclosure**

If Introducer acquires knowledge at any time which it believes acting reasonably would be likely to affect a prudent financier's decision to enter into a Transaction or continue with a Transaction, Introducer must promptly disclose that knowledge to Financier.

**9.5 Review of performance by Customer under Transaction Documents**

Introducer must assist Financier to carry out regular monitoring and reviews of the payment performance of each Customer including gathering financial and all other relevant information relating to Customer permitted under a Transaction Document as reasonably requested by Financier.

**9.6 Introducer to deliver all requests and documents received under Transaction Documents**

Introducer must promptly pass on to Financier all requests, applications and information and all reports, certificates and other documents received by Introducer in connection with a Transaction Document.

**9.6 No variation of the Transaction Documents**

Introducer must not, and must use its reasonable endeavours to procure that Customer does not, without first obtaining the written consent of Financier:

- (a) vary or terminate a Transaction Document or other document entered into in connection with the Transaction Document, other than variations to the Finance Agreements that are operational in nature and do not materially impact the Transaction to the detriment of Financier. Without limiting this clause 9.7(a) (*No variation of the Transaction Documents*), any variation which has the effect of reducing a Finance Agreements Payment or relieving Customer of any obligations under the Finance Agreement in relation to Goods (for example, maintenance and re-delivery obligations) and which are not operational in nature require the prior written consent of Financier;
- (b) waive any obligation of another party under any Transaction Document;
- (c) release any other party to any Transaction Document; or
- (d) discharge or release any Security or PPS Act registration.

**9.8 Default under the Transaction Documents – notification to Financier**

As soon as it becomes aware of any such event, Introducer must promptly notify and provide Financier with details of:

- (a) any Customer Default; and
- (b) anything which Introducer reasonably believes may have a Material Adverse Effect or give rise to a right for Introducer or Financier to terminate a Transaction Document.

**(v) Default under the Transaction Documents – Introducer to assist**

Introducer must take whatever action Financier reasonably considers necessary to assist Financier to enforce any of Financier's rights and interests in connection with any Transaction Document.

**9.10 Default under the Transaction Documents – emergencies**

Where it is necessary to protect Goods or Financier's or Introducer's rights under any Transaction Document, Introducer may exercise its rights and powers without first informing Financier and obtaining instructions from Financier. Introducer must provide Financier with all necessary information in respect of such actions as soon as possible.

**9.11 Transaction Document – representations and warranties prohibited**

During the Term, Introducer has no authority to make and must not make any representation or warranty in relation to any Transaction Document unless authorised by this Agreement.

**10. SETTLEMENT**

**10.1 Timing of Settlement**

Settlement must occur as soon as is reasonably practicable after Financier issues a Transaction Approval.

**10.2 Settlement procedure**

- (b) All Transaction Documents submitted by Introducer for Settlement must:
- (i) comply with the Transaction Approval and this Agreement; and
- (ii) be in the Approved Form.
- (b) Introducer must deliver to Financier:
- (b) an invoice for the relevant Goods, being not more than thirty (30) days old, for a price not greater than that disclosed in the Transaction Proposal and showing Introducer as the sole purchaser where the agency is undisclosed or showing Financier as the sole purchaser where the agency is disclosed. For clarity, notwithstanding the invoice may show Introducer as the purchaser, where the agency is undisclosed Introducer's inclusion on such invoice is as agent for Financier who is the actual legal and equitable owner of Goods; and the invoice must otherwise be on terms satisfactory to Financier;
- (c) the original, or certified complete copies of the original Transaction Documents, including all Security and other documents required by Financier, duly executed by Customer;
- (iii) any other documents required in connection with the Transaction Documents or necessary in order to register or give effect to or perfect them; and
- (c) discharges of all Security Interests held over the relevant Goods (where required);
- in all cases properly signed by all parties other than Financier and accompanied by:
- (v) all payments (including Payments) due to Financier on the Transaction becoming effective;
- (vi) evidence of satisfaction of Insurance Requirements;
- (vii) Financier's requirements (which have been advised to Introducer) under AML/CTF Laws;
- (viii) any other documents, materials, information or matters specified in the Settlement Checklist, Transaction Approval or otherwise; and
- (ix) a Delivery Confirmation signed by Customer and confirmation of installation (if applicable).

9.6 Where it is necessary for Transaction Documents to be accepted or signed by Financier, it will be signed on behalf of Financier by an Authorised Officer of Financier.

(a) Financier will, upon Settlement, pay for Goods subject to:

- (i) Introducer having satisfied all its obligations under clauses 8 (*Transaction Approvals*) and 10.2 (*Settlement procedure*);
- (ii) Goods having been delivered or Financier being satisfied acting reasonably that Goods will be delivered; and
- (iii) all other requirements notified to Introducer in a Transaction Approval having been received or otherwise complied with.

**10.3 Post Settlement obligations**

Following Settlement, Introducer must:

- (a) promptly give Financier:
- (i) the relevant Purchase Agreement;
- (ii) each original of the Finance Agreements relating to that Transaction;
- (iii) all Title Documents relating to the relevant Goods;
- (iv) all certificates of registration for the relevant Goods (except where the relevant Finance Agreement is a Loan Agreement in which case copies of certificates of registration should be provided to Financier);
- (v) any documents relating to the registration of any of the relevant Transaction Documents, any Security or any other document provided in connection with the Transaction; and
- (vi) any documents relating to Goods, Services and the relevant Transaction Documents which Financier reasonably requires;



- (b) take all action, required in connection with and to bring into effect any Vendor's Guarantee or any other warranty or guarantee given by any other person in respect of the relevant Goods and/or Services and must on request provide Financier with details including any record of the warranty or guarantee; and
- (c) promptly upon request, give Financier all information held by Introducer in relation to the current and/or future servicing and/or maintenance of the relevant Goods.

**11. GOODS**

**11.1 Acquisition of Goods**

Once Financier has provided Transaction Approval, Financier authorises Introducer and Introducer must:

- (a) where the Finance Agreement is a:
  - (i) **Bailment Agreement:** acquire Goods the subject of the Approved Transaction on behalf of Financier; and
  - (ii) **Loan Agreement:** procure that Customer acquires Goods the subject of the Approved Transaction as owner;
- (b) enter into the Approved Transaction, Finance Agreements and any other necessary Transaction Document in relation to Goods as agent for Financier;
- (b) complete such additional matters as may be necessary or stipulated by Financier in connection with that Approved Transaction, including those matters specified in clauses 8.4 (*Additional matters to be completed by Introducer in respect of Approved Transactions*) and 8.5 (*Specific obligations of Introducer once Transaction Approval issued*); and
- (d) do all things which are incidental or conducive to the acts referred to in clauses 11.1(a) – 11.1(c) (*Acquisition of Goods*) (as applicable).

**11.2 Ownership of Goods**

Subject to clause 11.3 (*Where Goods include Software*) and the relevant Transaction Approval, once Financier has paid the purchase price for Goods, all property in, title to and the associated rights in relation to Goods are owned exclusively by:

- (a) **Bailment Agreement:** Financier where the Finance Agreement is a Bailment Agreement; and
- (b) **Loan Agreement:** Customer where the Finance Agreement is a Loan Agreement.

Introducer does not obtain and must not claim any ownership or rights (legal or equitable) in or to those Goods.

**11.3 Where Goods include Software**

If Goods include Software:

- (a) where Goods are subject of a Bailment Agreement where Financier or Customer has been granted a licence to use the Software (**Software Licence**):
  - (i) to the extent permitted by the Software Licence, Customer will only be entitled to the benefit of the licence during the term of the relevant Finance Agreement (and any applicable extended term or holding over period) and the Software Licence will remain the property of Financier at all times; and
  - (ii) upon the expiration or earlier termination of the relevant Finance Agreement, if title does not vest in Financier, Introducer must do all things reasonably required by Financier to ensure that Financier obtains the benefit of the licence or the grant of an equivalent licence to enable the continued use of the Software;
- (b) Financier makes no representation about the Software or the terms of any licence relating to the Software and Introducer must ensure that Customer relies on its own enquiries in this regard;
- (c) to the extent that Customer is a "consumer" for the purposes of the Australian Consumer Law, Customer has certain rights that cannot be excluded. Except for these non-excludable statutory rights, Introducer must ensure that Customer cannot refuse to pay the Payments or make any other claims should the Software be defective or unsuitable; and
- (d) where Customer is required to return Goods under the Bailment Agreement, Introducer must procure that the relevant Customer returns the Software to Financier and assign to Financier all rights it may have under any licence to use the Software.

**11.4 Introducer's obligations regarding Goods and Services**

Introducer must take all reasonable steps to ensure that:

- (a) for Approved Transactions, procure that Financier acquires full legal and equitable title to Goods free from any Security Interests;
- (b) Goods are supplied to Financier or Customer on the terms and conditions (including the provision of warranties) which would normally be expected to apply in respect of such Goods;
- (c) Services are performed in accordance with best industry practice and all applicable laws;
- (d) Introducer (and any person it engages on its behalf to perform Services) acts honestly in its dealings with Customers and must not engage in any misconduct or act in a manner that is fraudulent or negligent;

- (e) Introducer (and any person it engages on its behalf to perform Services) does not disrupt or adversely affect Customer's business operations, reputation, interests or goodwill; and
- (f) Introducer (and any person it engages on its behalf to perform Services) is suitably qualified and able to provide Services.

**11.5 Goods – representations and warranties prohibited**

Introducer must not make any representation or warranty in relation to any Goods at any time without the express prior written consent of Financier.

**11.6 Delivery of Goods, risk of loss and Property Licence**

- (a) Introducer must give written notification to Financier immediately after delivery of Goods occurs to the Property or any other property.
- (f) As between Introducer and Financier, Introducer will bear the responsibility for the selection of Goods under a Transaction and Introducer must satisfy itself as to the characteristics, specifications, suitability and performance of Goods and other factors and criteria relevant to those uses and applications proposed by Introducer or Customer for Goods.
- (f) As between Introducer and Financier, Introducer will bear the responsibility for all aspects of the delivery of Goods to the Property.
- (b) Introducer releases Financier, to the full extent permitted by law, from all claims and demands of every kind arising out of the delivery, installation, location, operation or use of Goods, including any liability which may arise in respect of any accident or damage to property or death of, or injury to Introducer or any other person of whatever nature or kind.
- (e) Introducer acknowledges and agrees that Financier may register a Security Interest in form and substance satisfactory to Financier over or in relation to Goods and Introducer must not create or permit to subsist any Security Interest over or in relation to Goods (other than Permitted Security Interests) and will provide such additional assistance as may reasonably be required to perfect and protect Financier's rights and Security Interest in and to Goods.
- (f) If Goods are located at Introducer's Property, Introducer:

- (f) acknowledges and agrees that all risk of loss, damage, destruction, use, condition, operation, seizure, forfeiture or other confiscation, theft, third party claim, damage to property or death of, or injury to any person suffered or sustained in connection with the relevant Goods passes to Introducer upon delivery;
- (f) grants to Financier an irrevocable licence in relation to Introducer's Property pursuant to which Financier may enter onto the Property on reasonable notice for the purposes of effecting or performing its rights or obligations arising out of, or in connection with, this Agreement or any Transaction Document and for all matters incidental to these purposes for the period of the Property Licence (which will be for a period not less than the term of the Finance Agreements as may be extended in accordance with the terms of the Finance Agreements); and
- (f) must immediately notify Financier if it sells, leases or disposes of Introducer's Property or becomes aware of any prospective transaction involving the sale, assignment or transfer of Introducer's Property and in such event Introducer agrees to obtain a new licence or right to access Introducer's Property.

(g) If Goods are located at Customer's Property, Introducer:

- (f) acknowledges and agrees that all risk of loss, damage, destruction, use, condition, operation, seizure, forfeiture or other confiscation, theft, third party claim, damage to property or death of, or injury to any person suffered or sustained in connection with the relevant Goods will pass to Introducer upon delivery, or Introducer must ensure that the relevant Customer assumes all such risk under the Finance Agreements or such additional document in an Approved Form;
- (f) acknowledges and agrees that it will not move or relocate Goods (or permit their relocation) from Customer's Property without the express prior written approval of Financier; and
- (iii) must immediately notify Financier if it becomes aware that the relevant Customer sells, leases or disposes of Customer's Property or it becomes aware of any prospective transaction involving the sale, assignment or transfer of Customer's Property and in such event Introducer must ensure that the relevant Customer provides a new licence or right to access Customer's Property on the terms required by the relevant Finance Agreement.

**11.7 Maintenance of Goods**

(a) **Installation, servicing and maintenance of Goods:**

Introducer acknowledges and agrees that:

- (f) Financier has no responsibility for Goods other than to provide finance in relation to them;
- (ii) Financier has no responsibility to provide or procure the Services or any associated servicing, installation and maintenance of Goods which may be supplied or provided by or on behalf of Introducer to a Customer under or in connection with the Finance Agreements;

- (iii) where it is responsible for the provision of the Services and any associated servicing, installation and maintenance of Goods under the Finance Agreements (for so long as Introducer's authority has not been withdrawn by Financier under the terms of this Agreement) it must do so at no expense to Financier;
- (iv) it will not hinder Customer from obtaining the Services and any associated servicing, installation and maintenance of Goods where it is Customer's responsibility to do so under any Financing Agreement; and
- (iv) Financier may in its discretion provide (or arrange) the Services and any associated servicing, installation and maintenance of Goods where Introducer fails to do so under clause 11.7(a)(iii) (Installation, servicing and maintenance of Goods).
- (c) **Service Fees and related maintenance payments:**  
Introducer acknowledges that in allowing any Service Fees and any related servicing and maintenance payments to be included as a component of a Payment or other payment under a Transaction Document, Financier has no obligation to:
- (c) seek to recover the Service Fees or servicing and maintenance component from a Customer if that Customer defaults in its obligations to pay such Service Fees and for the servicing and maintenance of the relevant Goods, but will provide reasonable assistance at the expense of Introducer to enable Introducer to recover any amounts payable in connection with any Service Fees or associated servicing and maintenance; and
- (a) account to any person for the Service Fees until all the money due to it under the particular Transaction is received by Financier pursuant to clause 14 (Payments).
- (a) **Introducer must comply with obligations to Customer regarding Goods:**
- (a) Introducer must properly and punctually perform all of its obligations under the Finance Agreements and any service, maintenance or like agreement between Introducer and any Customer (and if a third party undertakes such obligations on behalf of Introducer, to procure the performance of such obligations) in respect of the relevant Goods.
- (ii) If Introducer fails to comply with its obligations under clause 11.7 (Maintenance of Goods), without limitation to any other right or remedy that Financier may have, at law or in equity, Financier is entitled following written notice to Introducer, to procure that such obligations are performed by any other party determined by it and which will be at the reasonable expense of Introducer.
- 11.8 Remarketing of Goods**
- (b) Financier appoints Introducer as its non-exclusive service provider for the purposes of remarketing and selling Goods as required, following substitution or upon expiration or termination of the Bailment Agreements (Remarketing Services).
- (b) Introducer accepts the appointment under clause 11.8(a) (Remarketing of Goods).
- (c) In performing the Remarketing Services, Introducer must use its commercial best efforts in accordance with its regular business practices. For the avoidance of doubt, Introducer must use at least the same effort to remarket as it uses in the sale of its own equipment.
- (d) Financier may terminate (without the need for notice) the appointment of Introducer as a non-exclusive service provider under clause 11.8(a) (Remarketing of Goods) upon giving a minimum of seven (7) Business Days' notice.
- (d) Introducer must periodically provide in a form acceptable to Financier (acting reasonably) up-to-date:
- (i) valuation tables; and
- (ii) estimates of decommissioning / refurbishment costs, of Goods or any other goods which Financier may fund pursuant to this Agreement.
- 11.9 Sale Agreement**
- Unless otherwise agreed in writing by Financier, for the purposes of clauses 11.1 (Acquisition of Goods) and 11.2 (Ownership of Goods), the transfer of ownership of Goods must be documented by way of the Sale Agreement.
- (b) **RESIDUAL POSITIONS**
- 12.1 Taking Residual Position**
- (a) **Financier exclusively takes Residual Position:** Financier may **exclusively** take a Residual Position for any Bailment Agreement.
- (b) **Financier and Introducer jointly take Residual Position:** With the prior written consent of Financier, Financier and Introducer may **jointly** take a Residual Position (in any proportion) for any Bailment Agreement.
- (d) **Introducer exclusively takes Residual Position:** With the prior written consent of Financier, Introducer may **exclusively** take a Residual Position for any Bailment Agreement.

- 12.2 Process for Introducer taking Residual Position**
- (iii) If Introducer wishes to take a Residual Position in respect of any Bailment Agreement, Introducer must seek Financier's prior written agreement in the relevant Transaction Proposal (see clause 7.3(g) (Content of Transaction Proposal)) for the proposed:
- (i) taking of a Residual Position; and
- (ii) the Discounted Introducer Residual Value Contribution.
- (iv) Financier will determine, in its discretion, whether to accept Introducer's proposed:
- (i) taking of a Residual Position; and
- (ii) the Discounted Introducer Residual Value Contribution.
- (c) **Introducer may not take a Residual Position without Financier's prior written agreement.**
- 12.3 If Introducer takes Residual Position**
- If Introducer takes a Residual Position (in accordance with clause 12.1(b)-12.1(c) (Taking Residual Position)), Introducer must pay Financier the Discounted Introducer Residual Value Contribution at or before the commencement of the relevant Bailment Agreement.
- 12.4 Residual Position Confirmation**
- (a) The Discounted Introducer Residual Value Contribution under clauses 12.2 (Process for Introducer taking Residual Position) and 12.3 (If Introducer takes Residual Position) will be recorded in the Residual Position Confirmation.
- (a) Unless the Residual Position Confirmation is recorded in the Transaction Approval, introducer must sign and return to Financier the original Residual Position Confirmation.
- 12.5 Payment**
- (a) **Financier exclusively takes Residual Position:** If Financier **exclusively** takes a Residual Position, Introducer will not be entitled to any portion of the payment under clause 18.2(a) (Early termination of Bailment Agreement) and Financier will receive the full amount of the Residual Position paid by Customer.
- (b) **Financier and Introducer jointly take Residual Position:** If Introducer takes a Residual Position **jointly** with Financier and otherwise complies with its obligations under this Agreement including under clauses 12.2 (Process for Introducer taking Residual Position) and 12.3 (If Introducer takes Residual Position), Introducer will be entitled to receive on a proportionate basis (being the Residual Position taken by Introducer as a proportion of the total Residual Position taken by Financier and Introducer) the Residual Position paid by Customer under clause 18.2(a) (Payment by Introducer – upgrade, replace or add to Goods subject of Bailment Agreement) after Financier has received payment of its full entitlement on termination of the relevant Bailment Agreement.
- (b) **Introducer exclusively takes Residual Position:** If Introducer **exclusively** takes a Residual Position and otherwise complies with its obligations under clauses 12.2 (Process for Introducer taking Residual Position) and 12.3 (If Introducer takes Residual Position), subject to clause 12.5(d) (Payment) Financier will not be entitled to any part of the Residual Position payment made under clause 18.2(a) (Early termination of Bailment Agreement) and Introducer will receive the full amount of the Residual Position paid by Customer. However, Introducer will not receive any Residual Position payment under this clause 12.5(c) (Payment) until Financier has been paid in full for the balance of the termination payment under clause 18.2(a) (Payment by Introducer – upgrade, replace or add to Goods subject of Bailment Agreement).
- (d) **Payment for taking a Residual Position:** Introducer acknowledges and agrees that if Goods the subject of any Bailment Agreement (including a terminated Bailment Agreement under clause 18.2(a) (Payment by Introducer – upgrade, replace or add to Goods subject of Bailment Agreement)) are returned by Customer, Introducer will not receive any payment in respect of its participation in the Residual Position until Goods have been disposed of by Financier or Introducer on terms approved by Financier in its reasonable discretion.

**13. INERTIA FOR BAILMENT AGREEMENTS**

- to 1 **Share of proceeds**
- to.1 Financier is entitled to receive Inertia Payments for such period, and in such proportions, as Financier stipulates in any Transaction Approval.
- (b) Financier is not obliged and makes no representation that Introducer will share in Inertia Payments in entering into this Agreement or any Transaction.
- (b) Financier is entitled to receive, in such proportions as may be stipulated in any Transaction Approval, any other amounts representing a gain on sale of Goods at the end of the initial term of a Transaction (or, if applicable, at the end of any extended term or holding over period) payable by Customer or received or recovered under or in connection with such Transaction.
- (d) If the Transaction Approval makes no stipulation, Financier will be deemed to be entitled to receive all Inertia Payments and all amounts on the sale of Goods.

**13.2 Details of sharing arrangements**

The details of the sharing arrangements in respect of any Inertia Payments will be determined between Financier and Introducer on a Transaction by Transaction basis and as specified in the relevant Transaction Approval.

**13.3 Proceeds of renewal or sale**

(a) Subject to the Transaction Approval, where Financier and Introducer have not taken a Residual Position (and Financier has received all amounts owing to it under the corresponding Finance Agreement), the Inertia Payments will be split evenly between the parties.

(b) Where Financier and Introducer have taken a Residual Position in accordance with the provisions of this Agreement:

**F.i. Renewal:** after Financier has received all payments due to it in respect of the Finance Agreements, Financier and Introducer will be entitled to the proceeds of Inertia Payments on the following basis:

A. Financier will, in respect of each Inertia Payment, receive the amount calculated by multiplying the Inertia Payment by the percentage specified for Financier for the applicable term specified in the Transaction Approval; and

B. Introducer will, in respect of each Inertia Payment, receive the amount calculated by multiplying the Inertia Payment by the percentage specified for Introducer for the applicable term specified in the Transaction Approval;

**(ii) Sale:** after Financier has received all payments due to it in respect of the Finance Agreements, Financier will be entitled to the proceeds of sale of Goods on the following basis:

A. Financier will, in respect of any disposal, receive the amount calculated by multiplying the proceeds of sale by the percentage for Financier specified in the Transaction Approval; and

B. Introducer will, in respect of any disposal, receive the amount calculated by multiplying the proceeds of sale by the percentage for Introducer specified in the Transaction Approval;

(c) Until Financier has received all payments due to it under the Finance Agreements, Financier will be entitled absolutely and unconditionally to the full amount of any Inertia Payments and the proceeds of sale for the relevant Goods until any outstanding entitlement of Financier has been paid in full, whereupon the provisions of clauses 13.3(b)(i) – 13.3(b)(ii) (*Proceeds of renewal or sale*) will apply as applicable.

**D. PAYMENTS**

**14.1 Billing, collection and distribution of the Payments**

In the Transaction Approval, Financier will nominate the billing, collection and distribution process for the Payments which will operate in accordance with either clause 14.1(a) (*Introducer bills and Financier collects and distributes – Payments received into Financier's Account Bank*) or clause 14.1(b) (*Introducer bills, collects and distributes – Payments received into Introducer's Account Bank*).

If the billing, collection and distribution process is not nominated in the Transaction Approval the default position will be as set out in clause 14.1(a) (*Introducer bills and Financier collects and distributes – Payments received into Financier's Account Bank*).

Introducer agrees clause 14.1 (*Billing, collection and distribution of the Payments*) is reasonable in circumstances where Financier provides the financing which enables the completion of the Transaction.

(a) **Introducer bills and Financier collects and distributes – Payments received into Financier's Account Bank**

If the Transaction Approval specifies that Introducer must bill Customer for the Payments and Financier will collect and distribute the Payments:

(i) **Bills**

(i) Introducer must bill the relevant Customer for the Payments.

B. Financier appoints Introducer as its billing agent for the purposes of billing Customer for Financier's Portion of the Payments. Introducer accepts this appointment.

C. Introducer will bill the relevant Customer in its own capacity for Introducer's Portion of the Payment.

D. Introducer must ensure that the bill to the relevant Customer for the Payments:

B. nominates the Transaction Account as the recipient account for the Payments;

b. contains any other information which Financier may reasonably require; and

c. is a valid tax invoice.

Introducer must only issue one (1) aggregate bill to the relevant Customer for the full amount of the Payments in a given billing period.

E. Simultaneously to issuing the bill to the relevant Customer, Introducer must issue a copy of the bill to Financier.

F. Financier may terminate Introducer's appointment as billing agent for any or all of the Transactions (where Introducer has been appointed pursuant to clause 14.1(a)(i) (*Introducer bills and Financier collects and distributes – Payments received into Financier's Account Bank*)):

a. immediately if a Termination Event occurs; or  
b. at its convenience upon the giving of ten (10) Business Days' notice to Introducer.

F.. If Financier terminates Introducer's appointment as billing agent in accordance with clause 14.1(a)(i)F (*Introducer bills and Financier collects and distributes – Payments received into Financier's Account Bank*), upon Financier's request, Introducer must continue to provide all reasonable transitional assistance in relation to billing for each relevant Transaction as may be reasonably required by Financier for a period of up to ninety (90) days from the date of termination for the Transaction. For the avoidance of doubt, Introducer must also do all things reasonably required by Financier regarding the transition as the billing agent including executing relevant documents.

**B.i. Collects**

B.i. Subject to Introducer satisfying all of its obligations under clause 14.1(a)(i) (*Introducer bills and Financier collects and distributes – Payments received into Financier's Account Bank*), Financier must collect the Payments.

(ii) Financier must establish the Transaction Account in the name of Financier or its Affiliate.

(ii) Introducer appoints Financier as its agent for the purposes of collecting and distributing Introducer's Portion of the Payment. Financier accepts this appointment.

D. Financier will collect Financier's Portion of the Payment in its own capacity.

D. Subject to Introducer satisfying all of its obligations under clause 14.1(a)(i) (*Introducer bills and Financier collects and distributes – Payments received into Financier's Account Bank*), where the relevant Customer does not pay the full amount of the liability identified by Introducer in the bill issued to the relevant Customer and provided to Financier (see clause 14.1(a)(i) (*Introducer bills and Financier collects and distributes – Payments received into Financier's Account Bank*)):

a. Financier will promptly notify Introducer;

a. Introducer must then immediately contact the relevant Customer for the purpose of determining the reason for that Customer's reduced or non-payment; and

c. Introducer must then immediately provide Financier with the reason (if any) given by the relevant Customer for the reduced or non-payment on any notice, statement or other written correspondence received by Introducer from that Customer evidencing such matters.

**B.. Distributes**

Financier must, where it is in possession or control of the proceeds of Payments, distribute the Payments in accordance with clause 14.4 (*Payments waterfall – entitlement, application and distribution of the Payments*). Payments received by Financier must be reconciled and allocated towards the relevant Customer within five (5) Business Days of receipt.

(i) **Introducer bills, collects and distributes – Payments received into Introducer's Account Bank**

If a Transaction Approval specifies that Introducer will bill, collect and distribute the Payments:

(i) Introducer must bill the relevant Customer for the Payments;

(ii) Financier appoints Introducer as its billing and collection agent for the purposes of billing and collecting Financier's Portion of the Payments;

(iii) Introducer must establish the Transaction Account in the name of Introducer;

(iv) Introducer must ensure that the bill to the relevant Customer for the Payments:

A. nominates the Transaction Account as the recipient account for the Payments;

B. contains any other information which Financier may reasonably require; and

C. is a valid tax invoice;



- Introducer must only issue one (1) aggregate bill to the relevant Customer for the full amount of the Payments in a given billing period;
- (v) Simultaneously to issuing the bill to the relevant Customer, Introducer must issue a copy of the bill to Financier;
  - (vi) Introducer must collect the Payments into the Transaction Account;
  - (vii) Subject to the terms of this Agreement and the relevant Transaction Approval, Introducer will be entitled to retain for its own benefit Introducer's Portion of the Payment;
  - (viii) Where the relevant Customer does not pay the full amount of any Payment under any Transaction Document, Introducer must immediately:
    - A. notify Financier in writing (including with all relevant details for which Introducer is aware);
    - (i) contact that Customer for the purpose of determining the reason for Customer's reduced or non-payment; and
    - C. provide Financier with the reason given by that Customer for the reduced or non-payment in addition to any notice, statement or other written correspondence received by Introducer from Customer evidencing such matters.
- (ix) Financier may terminate Introducer's appointment as billing and collection agent for any or all of the Transactions (where Introducer has been appointed pursuant to clause 14.1(b) (*Introducer bills, collects and distributes – Payments received into Introducer's Account Bank*)):
  - A. immediately if a Termination Event occurs; or
  - B. at its convenience upon the giving of ten (10) Business Days' notice to Introducer;
- (x) If Financier terminates Introducer's appointment as billing and collection agent in accordance with clause 14.1(b) (*Introducer bills, collects and distributes – Payments received into Introducer's Account Bank*), upon Financier's request, Introducer must continue to provide all reasonable transitional assistance in relation to billing, collection and distribution for each relevant Transaction as may be reasonably required by Financier for a period of up to ninety (90) days from the date of termination for the Transaction. Introducer must do all things reasonably required by Financier regarding the transition as the billing, collection and distribution agent including executing relevant documents; and
- (xi) Introducer must, where it is in possession or control of the proceeds of Payments, distribute the Payments in accordance with clause 14.4 (*Payments waterfall – entitlement, application and distribution of the Payments*). Payments received by Introducer must be reconciled and allocated towards the relevant Customer within five (5) Business Days of receipt.
- 14.2 Signatories to the Transaction Account**  
Financier will, unless otherwise agreed in writing, be the sole signatory to the Transaction Account.
- 14.3 Remittance to Financier**  
Subject to clause 18.1 (*Termination – Payments*) and Payment having been received from the relevant Customers:
- (a) Introducer must pay Financier or ensure that Financier is paid on or before the last Business Day of each month (or other agreed day as specified in a Transaction Approval or some other day as Financier may determine) an amount equal to Financier's Portion of the Payments, any other money due (including amounts for early termination payouts) and/or owing in that month in relation to all of the current Finance Agreements; and
  - (a) notwithstanding clause 14.3(a) (*Remittance to Financier*), Financier will be entitled at any time, upon giving reasonable notice, to withdraw by direct debit or such other means as Financier determines from the Transaction Account all the Finance Agreements Payments and other money owing to Financier under the Finance Agreements and which have been paid into the Transaction Account.
- 14.4 Payments waterfall – entitlement, application and distribution of the Payments**
- (d) **Full Payment received from Customer:**  
If Customer pays the full amount of the Payment owed in connection with a Transaction in a given billing period, any distribution of the Payment between Financier and Introducer must be in accordance with the following:
- (i) **Financier's Portion of the Payment:** Financier is firstly entitled to Financier's Portion of the Payment. If clause 14.1(a) (*Introducer bills and Financier collects and distributes – Payments received into Financier's Account Bank*) applies, Financier must (within ten (10) Business Days of receipt of the full Payment) pay to Introducer, Introducer's Portion of the Payment; and
  - (ii) **Introducer's Portion of the Payment:** If clause 14.1(b) (*Introducer bills, collects and distributes – Payments received into Introducer's Account Bank*) applies, Introducer must (within ten (10) Business Days of receipt of the Payment) pay to Financier, Financier's Portion of the Payment. Introducer is entitled to retain for its own benefit, Introducer's Portion of the Payment.
- Any surplus amount following distribution of the Payment in accordance with clause 14.4(a)(i)-(ii) (*Full Payment received from Customer*) must be paid to or retained by Financier.
- (b) **Partial Payment received from Customer:**  
If Customer does not pay the full amount of the Payment owed in connection with a Transaction in a given billing period, any distribution of the partial Payment between Financier and Introducer must be in accordance with the following:
- (i) **Financier's Portion of the Payment:** Financier is firstly entitled to Financier's Portion of the Payment. If clause 14.1(a) (*Introducer bills and Financier collects and distributes – Payments received into Financier's Account Bank*) applies, Financier must (within ten (10) Business Days of receipt of the partial Payment) pay to Introducer, the balance of the partial Payment after paying Financier's Portion of the Payment up to Introducer's Portion of the Payment; and
  - (ii) **Introducer's Portion of the Payment:** If clause 14.1(b) (*Introducer bills, collects and distributes – Payments received into Introducer's Account Bank*) applies, Introducer must (within ten (10) Business Days of receipt of the partial Payment) pay to Financier, Financier's Portion of the Payment. Introducer is entitled, after payment of Financier's Portion of the Payment in full, to retain for its own benefit, the balance of the partial Payment up to Introducer's Portion of the Payment.
- 14.5 Introducer acts for Financier – rights and money held on trust for Financier**
- (xi) Introducer acknowledges and agrees that all rights held by Introducer to, under or in connection with any Transaction and all money received by Introducer (including by receipt into the Transaction Account) under or in connection with the relevant Transaction or any Transaction Document is held and is received by Introducer on behalf of and on trust and for the benefit of Financier.
  - (xi) Unless clause 14.1(b) (*Introducer bills, collects and distributes – Payments received into Introducer's Account Bank*) applies, Introducer must immediately notify Financier in writing if any Payment is received by Introducer and provide such other details as Financier requires in respect of such Payment.
- 14.6 Application of monies in Transaction Account**  
Financier will, unless otherwise agreed by Financier in writing, be entitled to apply any amount (including Payments) paid into the Transaction Account or otherwise received by Financier towards any amount due and/or payable to it prior to paying any amount that may be or become payable to Introducer.
- 14.7 Arrears procedure**
- (xi) If required by Financier at its discretion, Introducer must take appropriate and timely action to address and collect overdue Payments, including as set out in this clause 14.7.
  - (xi) If Customer fails to pay any Payments or any other money payable in respect of the Transaction on time, Introducer must promptly notify Financier in writing and must contact Customer at the earliest possible time to raise the non-payment and to determine the additional matters specified in clause 14.1(b)(viii) (*Introducer bills, collects and distributes – Payments received into Introducer's Account Bank*):
    - (a) Introducer must employ its standard collection practices satisfactory to Financier for a period of up to sixty (60) days. After the expiry of this period, Financier may disclose the agency created by this Agreement for the purpose of facilitating collections and may collect all money payable in respect of the Finance Agreements at any time.
    - (d) Introducer must seek and receive Financier's written consent prior to serving any writ, summons or other formal legal process, or otherwise initiating any formal legal process (including appointing any professional legal services firm) in respect of any outstanding Payment, which Financier may in its discretion, withhold or grant (including subject to any conditions Financier requires).
- 14.8 Receipt of Payment by Introducer**  
Introducer must use reasonable endeavours to:
- (d) ensure that all Payments and other payments made under or in connection with the Finance Agreements are paid into the Transaction Account;
  - (i) ensure there is no commingling of funds owing to Financier under any of the Finance Agreements with funds owing to Introducer other than in connection with the Finance Agreements or Service Fees (except where Financier has agreed in writing that Introducer may invoice Service Fees together with Finance Agreements Payments); and
  - (i) immediately notify Financier upon receipt of money for the purposes of clause 14.7(c) (*Arrears procedure*) and promptly pay

that money into the Transaction Account or to Financier (at Financier's discretion).

**14.9 No deduction or set off**

Introducer must pay all amounts owed to Financier without set off or deduction, into an account notified by Financier in writing from time to time.

**14.10 Reimbursement by Financier to Introducer in limited circumstances**

or If Introducer pays to Financier on account of money owing by Customer under the Finance Agreements but which was not actually received by Introducer from Customer (see clause 14.3 (*Remittance to Financier*)), if within three (3) months of the due date Introducer has not received that money from Customer, Financier will reimburse Introducer the amount so paid (or any lesser amount which Introducer would have received under clause 14.3 (*Remittance to Financier*)), if during that three (3) month period Introducer is unsuccessful in collecting the outstanding amount from Customer after having made reasonable endeavours to do so in the opinion of Financier.

(b) The reimbursement provisions in clause 14.10(a) (*Reimbursement by Financier to Introducer in limited circumstances*) will not apply if Introducer does not:

- (i) comply with all of its obligations under any Transaction Document; and
- (ii) promptly notify Financier in writing that Introducer has made payment to Financier on account of Customer.

**14.11 Right to Introducer's Portion of the Payment after Termination Event**

(a) The right of Introducer to receive Introducer's Portion of the Payment (see clause 14.4 (*Payments waterfall – entitlement, application and distribution of the Payments*)) subsists unless and until:

- (i) Financier serves notice in accordance with clause 18.1 (*Termination – Payments*) in respect of the Finance Agreements;
- (ii) where applicable, Introducer ceases to provide or procure the provision of the Services or any associated maintenance/services in connection with Goods in accordance with any agreement for the provision of the Services;
- (iii) Financier otherwise assumes responsibility for the maintenance/servicing of any Goods; or
- (iv) a court of appropriate jurisdiction determines that Introducer is in breach of any obligation of Introducer to provide the Services or any associated maintenance/services including under the terms of the Finance Agreements.

(ii) Nothing in this clause 14.11 (*Right to Introducer's Portion of the Payment after Termination Event*) operates to limit or diminish the right of Introducer to be paid by Customer for any Services provided by Introducer in accordance with the terms of any Agreement between Introducer and Customer.

(c) Introducer acknowledges that Financier has agreed that Introducer is entitled to Introducer's Portion of the Payment on the condition of non-occurrence of the events in clause 14.11(a) (*Right to Introducer's Portion of the Payment after Termination Event*). Introducer agrees that it is reasonable that Introducer should cease to be entitled to Introducer's Portion of the Payment if any of these events occurs.

(d) On the occurrence of any of the items in the sub-paragraphs in this clause 14.11 (*Right to Introducer's Portion of the Payment after Termination Event*), Financier may take any of the steps specified in clause 18.1 (*Termination – Payments*), and any moneys received by Introducer will be held on trust for Financier.

**15. POWER OF ATTORNEY**

**15.1 Appointment of Attorney**

Introducer irrevocably, and by way of security, appoints Financier and each Authorized Officer of Financier as Introducer's attorney (Attorney) and agrees to ratify anything an Attorney does under clause 15.2 (*Attorney's powers*).

**15.2 Attorney's powers**

Each Attorney may:

- (a) do anything which Introducer can lawfully authorise an attorney to do in connection with this Agreement, a Transaction Document, Goods, the Services or the Software, which the Attorney believes is necessary to protect and enforce the relevant powers, rights and remedies of Financier;
- (b) delegate its powers (including this power) and revoke a delegation; and
- (c) exercise its powers even if this involves a conflict of duty or they have a personal conflict in doing so.

Without limiting the foregoing, each Attorney may:

- (d) sign, seal, execute and deliver all documents and do anything the attorney considers necessary or desirable:
  - (i) to ensure that Financier acquires a good clear title to, and Security Interest over, all Goods;
  - (ii) in connection with any Goods, Software or Services, any Transaction Documents and any other document or

agreement pertaining or relating to any Goods, Services or Transaction;

(e) complete all activities in connection with the processing, approval and ongoing administration of a Transaction as may be specified in a Transaction Approval and this Agreement, including those activities specified in:

- (i) clause 6 (*Transaction Approvals*);
- (ii) clause 10 (*Settlement*); and
- (iii) clause 11 (*Goods*);

(f) prosecute, conduct, settle and compromise any insurance or other claim in respect of any Goods;

(g) enforce any purchase agreement, warranty or guarantee given in respect of any Goods;

(h) institute, settle, conduct, arrange, compromise, submit to arbitration or defend on any terms the attorney thinks expedient any proceedings, claims, questions or disputes which arise in connection with any Transaction Documents, Goods or any Vendor's Guarantees;

(i) exercise and enforce every right of Introducer under any of the Transaction Documents;

(j) exercise any right of Financier under any Transaction Document;

(k) following the occurrence of any Termination Event, revoke or amend any disbursement authority or other arrangement regarding the receipt and disbursement of Payments and other moneys in connection with Transaction Documents or a Transaction; and

(l) do anything Introducer could or is obliged to do under or in connection with any of the Transaction Documents or in relation to a Transaction.

**16. INTRODUCER'S GENERAL OBLIGATIONS**

**16.1 Comply with laws**

Introducer must comply with all laws binding on, or applicable to, Introducer, the Transactions and Goods.

**16.2 Conduct of business**

Introducer must carry on its business in a proper, orderly and efficient manner and not cease, or significantly change the general nature of its business.

**16.3 Transaction Approvals**

Introducer must observe and comply with the terms of each Transaction Approval to the extent applicable to Introducer.

**16.4 Insurance**

Introducer must:

(a) use its reasonable endeavours to procure that all insurances in relation to Goods are effected by Customer in accordance with the applicable Transaction Documents and the Insurance Requirements;

(b) where a Transaction is for an amount greater than \$100,000.00, provide Financier on demand with evidence that the relevant Customer has effected insurances in accordance with the applicable Transaction Documents; and

(c) during the Term, insure:

(i) on an occurrence based policy against public liability for not less than \$10,000,000 for a single claim or for another minimum sum that Financier may reasonably require; and

(ii) Introducer's property (including Introducer's Property) for all risks at a level that is satisfactory for the nature of a business of this type.

**16.5 Profiles of Customers**

(a) Introducer must submit Transaction Proposals only in respect of potential Customers who have a profile which meets the guidelines in the Guidelines to Accredited Intermediaries. Financier will provide written notice to Introducer of any changes to the Guidelines to Accredited Intermediaries. Introducer agrees to adopt the Credit Quality System when making Transaction Proposals to Financier.

(i) Introducer acknowledges (without limiting the discretion of Financier to approve or reject a Transaction Proposal) that Financier's standard credit criteria will be applied having regard to the nature of Customer and the amount proposed to be financed.

**16.6 Ongoing disclosure by Customer**

Introducer must disclose to Financier, on an ongoing basis, all information of which it is aware:

(a) which it believes or should have believed in the circumstances acting reasonably, is relevant to a decision by Financier to approve a Transaction Proposal or continue with or end a Transaction Document; and

(d) in relation to the servicing or maintenance of Goods.

**16.7 Standard bank authority etc.**

Introducer must procure from Customers where a Transaction Document is a Finance Agreement, a standard bank authority or a direct debit authority in a form acceptable to Financier for Payments and other



amounts under the Transaction Documents into the Transaction Account or as otherwise specified in Item 7 (Transaction Account).

**16.8 Manage Customer relationships**

Introducer must manage Customer relationships in a competent and professional manner and must use its reasonable endeavours to ensure that Customer is made aware of all of its obligations under the relevant Transaction Document.

**16.9 Liaise with Customers to obtain Information**

(a) Introducer must liaise with Customers to gather the information required for the reports to be prepared by Introducer or Financier under this Agreement and provide such information to Financier.

(a) Introducer agrees that Financier is entitled to communicate with any Customer by the means and at the time that Financier determines appropriate in its discretion for the general administration of Customer's account including recovery action against Customer but may not disclose the agency created other than in the circumstances provided in clause 4.1 (Disclosure of relationship by Introducer).

**16.10 Financier's auditors**

(a) On reasonable notice from Financier (no less than two (2) Business Days), Introducer must allow Financier and its auditors and agents to have access during business hours on Business Days to inspect all relevant information and records held by Introducer in respect of each Transaction Document and all Goods relating to any Transaction. Such access will be permitted at the expense of Financier.

**16.11 Security maintained**

Introducer must ensure that where a Security or any other document is provided in connection with a Transaction Document that the Security is maintained with a priority no less favourable than when granted.

**16.12 Government Dealings**

Introducer agrees, where required by Financier in writing and to the extent it is permitted by law, to make and facilitate all returns, lodgements, representations, submissions, and dealings to and with Government for and on behalf of Financier in respect of Transaction Documents.

**16.13 Damage or destruction of Goods**

Introducer must immediately notify Financier in writing if it becomes aware of any damage to or destruction of any Goods.

**16.14 Prohibition of creation of Security Interests**

(c) **Warranty by Introducer:** Introducer warrants to Financier that as at the Commencement Date, it has not granted any Security Interest over any Transaction Document or any Goods (other than Permitted Security Interests) unless disclosed to Financier in writing prior to the date of this Agreement.

(b) **Introducer not to grant Security Interests:** Introducer must not at any time grant or permit to subsist any Security Interest (other than Permitted Security Interests) over any Goods or any Transaction Document, except with the prior written consent of Financier.

**16.15 Transaction Documents**

Introducer must:

(a) not transfer its rights under any Transaction Document or otherwise give another person possession of any Transaction Documents (except to Financier);

(a) If Financier requests, deposit with Financier or its nominee the originals of any Transaction Document and any documents relating to them; and

(a) If Financier requests, record on the original of any Transaction Document, or any documents comprising the Transaction Documents, Financier's interest as a secured party.

**16.16 Business continuity**

Introducer must maintain a robust business continuity strategy and the business continuity plan must be effectively and comprehensively tested by Introducer on an annual basis (including periodic testing of backup facilities). Any issues arising from such testing must be satisfactorily addressed in the discretion of Financier acting reasonably.

**16.17 Training and accreditation**

(a) If reasonably required by Financier, Introducer must make its Personnel available for training by Financier and/or any trainer approved by Financier.

(a) Introducer must advise Financier quarterly, in writing, of any new staff that are employed or engaged by Introducer to participate in the Programme or undertake any activities contemplated and must ensure that such persons are made available for training by Financier.

(c) Financier will provide sales support to Introducer's Personnel, including necessary staff training in relation to the Finance Agreements. Introducer must promptly provide Financier with written notice of any issues involving Financier's support which may adversely impact the ability of Introducer in performing its obligations.

(c) Financier may provide to Introducer various policies and procedures of Financier that outlines compliance and other

obligations that Introducer must comply with when introducing Finance Agreements to Customer. Nothing in this clause 16.17 (Training and Accreditation) is intended to limit or affect the obligations set out in this Agreement, including clause 16.18 (Operational Framework).

(e) Introducer and its personnel must comply and meet the accreditation requirements that Financier may reasonably introduce.

**16.18 Operational Framework**

(a) Financier will develop an operational framework or plan which will set out and regulate the day to day procedures and operations relating to, among other things, Transaction Proposals, Transaction Approvals, Settlement and Payments (Operational Framework).

(b) Introducer must comply with the Operational Framework.

(c) Introducer acknowledges and agrees that Financier may amend the Operational Framework.

**16.19 Online Portal**

If Financier makes available an Online Portal for use by Introducer, Introducer agrees to use the Online Portal in accordance with the following terms and conditions:

(a) Introducer acknowledges and agrees that copyright in the Online Portal is owned by Financier, its suppliers and/or licensors;

(b) Introducer must only use the Online Portal for the purposes of submitting a Transaction Proposal (in accordance with the Operational Framework) to Financier on behalf of Customer in accordance with the other terms of this Agreement (unless otherwise expressly agreed to in writing by Financier);

(c) Introducer must:

(i) only allow its Personnel who have been trained in the Online Portal to use the Online Portal and input data; and

(ii) not permit Customers or any other persons to use or input data into the Online Portal, unless otherwise agreed to by Financier;

(c) Introducer must not:

(i) post or transmit any material of any kind which contains a virus or other harmful component;

(ii) modify, copy, reproduce or distribute the Online Portal or any content appearing on or accessible through the Online Portal;

(iii) delete any notices or other information or content appearing on the Online Portal;

(iv) use or rely upon the Online Portal for any purpose or in any manner for which the Online Portal is not intended; or

(v) reverse, engineer, decompile, disassemble, reconfigure or otherwise attempt to discover the source code of the Online Portal;

(e) Introducer must pay any internet service provider charges or other communication charges incurred by Introducer in connection with accessing the Online Portal;

(b) Introducer acknowledges and agrees that:

(b) certain guarantees apply in connection with the services (and, where applicable, any goods) provided through the Online Portal under the CC Act. In particular, in the event of a major failure of the goods or services, Introducer is entitled to a replacement or refund, and for compensation for any other reasonably foreseeable loss or damage. If the goods or services fail to be of acceptable quality and the failure does not amount to a major failure, Introducer is entitled to have the goods or services repaired or replaced;

(ii) except where such guarantees are incapable of being excluded or modified, Financier, to the full extent permitted by law, excludes all implied guarantees, conditions and warranties of any kind, including to those relating to acceptable quality and fitness for a particular purpose; and

(ii) the Online Portal is provided "as is" and Financier does not warrant that the functions contained in the Online Portal or access to the Online Portal will be uninterrupted or error free or that no viruses or other harmful components will be transmitted through the Online Portal to Introducer;

(ii) Financier does not warrant or make any representation regarding the Online Portal or the results of the Online Portal in terms of accuracy, timeliness, completeness, reliability or otherwise;

(a) to the extent that Introducer acquires services (and, where applicable, any goods) provided through the Online Portal that are not ordinarily acquired for personal, domestic or household use, Financier excludes liability for any indirect or consequential loss or damage suffered or incurred by Introducer however arising in connection with the Online Portal, its use or operation;

(c) where Financier is unable by law, including under the Australian Consumer Law and ASIC Act, to exclude or modify any implied warranty or condition, to the extent that Introducer acquires services (and, where applicable, any goods) provided through the Online Portal that are not ordinarily acquired for personal, domestic or household use, Financier limits its liability to one of the following (at its option) the:

(i) supply of the services again; or

- (ii) payment of the cost of having the services supplied again; and
- (where applicable)
- (iii) replacement of the goods or the supply of equivalent goods;
- (iv) repair of such goods;
- (v) payment of the cost of replacing the goods or acquiring equivalent goods; or
- (vi) payment of the cost of having the goods repaired;
- (ii) Introducer acknowledges that all trademarks displayed on or through the Online Portal are the trademarks of Financier or its licensors or suppliers;
- (iii) Introducer must not use, adapt or modify any trademark displayed on the Online Portal without the express written permission of Financier or the relevant third party owner;
- (l) Financier may revoke Introducer's access to the Online Portal at any time without notice;
- (m) Introducer indemnifies and will keep Financier indemnified against any claim, loss or liability directly or indirectly arising from any breach of this clause 16.19 (*Online Portal*) by Introducer or any of its Personnel; and
- (n) where Financier has authorised a particular person to access the Online Portal on behalf of Introducer (*Authorised User*):
  - (i) Introducer must immediately notify Financier in writing should the Authorised User cease to be employed or retained by Introducer;
  - (ii) Financier will not be liable for any unauthorised use of the Online Portal at any time by the Authorised User; and
  - (iii) Introducer must indemnify Financier against any loss, claim or liability arising from any unauthorised use of the Online Portal by the Authorised User during and after any time that the Authorised User is authorised to use the Online Portal.

## 17. INELIGIBLE TRANSACTIONS

### 17.1 Purchase of the Transaction (including Goods where applicable) by Introducer

- (a) **Written demand from Financier:** If introducer enters into an Ineligible Transaction (without limitation to any other right or power Financier may have under or in connection with a Transaction Document), Introducer must within fourteen (14) days of written demand by Financier, purchase from Financier the relevant Transaction(s).
- (b) **Bailment Agreement Purchase Price:** The purchase price for the relevant Ineligible Transaction in respect of any Bailment Agreement referred to in clause 17.1(a) (*Written demand from Financier*) will be the sum of the:
  - (i) Bailment Agreement Early Termination Amount, calculated in accordance with and on the basis of the Discount Rate applicable under clause 18.2(a) (*Payment by Customer – upgrade, replace or add to Goods subject of Bailment Agreement*). The Bailment Agreement Early Termination Amount under this clause 17.1(b) (*Bailment Agreement Purchase Price*) will be calculated on the basis that the Termination Date is the date of Financier's written demand under clause 17.1(a) (*Written demand from Financier*);
  - (ii) the Bailment Agreements Payments Arrears;
  - (iii) Financier component of any Residual Value taken;
  - (iv) Commission plus any out of pocket expenses incurred by Financier in connection with the acquisition and/or initial financing of Goods; and
  - (v) costs (on a full indemnity basis) incurred by Financier in connection with the Transaction or Goods,
 together the **Bailment Agreement Purchase Price**.
- (c) **Transfer of Interests from Financier to Introducer:** Once Introducer has paid the applicable Bailment Agreement Purchase Price to Financier, Financier will (at the cost of Introducer and on terms reasonably acceptable to Financier) assign, release and/or discharge its interest (including any legal interest or property in Goods or any Security Interests created in Financier's favour) in the Ineligible Transaction and Goods to Introducer.

### 17.2 Preservation of actions

The purchase under this clause 17 (*Ineligible Transactions*) does not extinguish any claim that Financier may have against Introducer in respect of any breach by Introducer including any claim for indirect or consequential loss.

### 17.3 Introducer's obligations unconditional

The obligations of Introducer under this clause 17 (*Ineligible Transactions*) are absolute, unconditional and are not abrogated, prejudiced or affected by anything which but for this provision might operate to release or exonerate Introducer from its obligations in whole or in part.

### 17.4 Exclusion of warranties

Introducer acknowledges and agrees that subject to any law to the contrary, including the Australian Consumer Law and the ASIC Act, and except as expressly provided in this Agreement, to the extent permitted by law, all conditions, representations, warranties and terms, whether

statutory or otherwise (including any implied term as to the condition, acceptable quality or suitability for any purpose of Goods) are excluded from the purchase of Goods or any Security Interest held by Financier in Goods) by Introducer under this clause 17 (*Ineligible Transactions*).

## 18. TERMINATION

### 18.1 Termination – Payments

On the occurrence of a Termination Event and/or on the termination of this Agreement, Financier may:

- (a) revoke or amend any existing payment direction to any Customer and redirect future Payments to any account that Financier may determine. No Customer or other party will be required or concerned to determine whether a Termination Event has occurred;
- (b) assume responsibility for all invoicing and recovery and collection of all accounts in connection with the Finance Agreements;
- (c) notify each Customer and any organisation where the Transaction Account is held that Introducer no longer has any authority or right to perform any obligation under any Transaction Document; and/or
- (d) serve the Termination Notification on any party it determines.

### 18.2 Early termination of Bailment Agreement

#### (a) Payment by Customer – upgrade, replace or add to Goods subject of Bailment Agreement:

(i) **Notify Financier:** If Customer wishes to terminate a Bailment Agreement before the Expiry Date for Bailment Agreement because it seeks to upgrade, replace or add to Goods, Introducer must promptly advise Financier.

(ii) **Deliver Up Goods and Pay Introducer:** If Financier agrees in writing to provide the funding in respect of any upgraded, replacement or additional Goods, Introducer may (with the agreement of Customer) terminate the relevant Bailment Agreement conditional upon Customer entering into a new Bailment Agreement with Financier for the upgraded, replacement or additional Goods and Customer must as at the agreed Termination Date:

#### A. Deliver Up Goods;

#### B. pay to Introducer (for the sole credit of Financier):

#### a. Bailment Agreements Early Termination Amount;

#### b. if applicable, the:

17 Costs of Repossession (see clause 18.2(a)(ii)A); and

17. Daily Cost Charges (see clause 18.2(a)(ii)A), payable under the relevant Bailment Agreement;

#### c. If applicable, where Goods are the subject of a:

i. Rental Agreement, the Fair Market Value; and

ii. Lease Agreement, the Residual Position, for those Goods;

#### d. the Bailment Agreements Payments Arrears; and

#### e. all other outstanding amounts then due and payable under or in connection with the relevant Bailment Agreement.

(i) **Introducer's acknowledgment:** Introducer acknowledges that Financier will not agree to the termination of a Bailment Agreement in the circumstances contemplated in this clause 18.2(a) (*Payment by Customer – upgrade, replace or add to Goods subject of Bailment Agreement*) except on the conditions specified in clause 18.2(a)(ii) (*Payment by Customer – upgrade, replace or add to Goods subject of Bailment Agreement*).

(iv) **Application of termination mechanics:** The termination mechanics specified in this clause 18.2(a) (*Payment by Customer – upgrade, replace or add to Goods subject of Bailment Agreement*) will also apply to Customers under Bailment Agreements where Introducer has provided Financier with the first right of refusal in respect of a proposal to upgrade, replace or add to Goods, where Financier has elected not to provide funding in respect of such proposal.

#### (b) Payment by Customer – buyout or refinancing of Bailment Agreement

(i) **Notify Financier:** If Introducer, at the request of Customer, wishes to terminate a Bailment Agreement before the Expiry Date for Bailment Agreement because Customer wishes to payout the relevant Bailment Agreement or otherwise refinance Customer's obligations under the Bailment Agreement, Introducer must promptly notify Financier.

(ii) **Deliver Up Goods and Pay Introducer:** For the purposes of clause 18.2(b)(i) (*Payment by Introducer – buyout or refinancing of Bailment Agreement*), Customer must as at the agreed Termination Date:

- A. Deliver Up Goods;
- B. pay to Introducer (for the sole credit of Financier):
- a. Bailment Agreements Early Termination Amount;
  - b. If applicable, the:
    - B Costs of Repossession (see clause 18.2(b)(ii)A); and
    - ii. Daily Cost Charges (see clause 18.2(b)(ii)A); payable under the relevant Bailment Agreement;
  - c. if applicable, where Goods are the subject of
    - ii Rental Agreement, the Fair Market Value; and
    - ii. Lease Agreement, the Residual Position, for those Goods;
  - ii.) the Bailment Agreements Payments Arrears; and
  - e. all other outstanding amounts then due and payable under or connection with the relevant Bailment Agreement.
- e. Introducer's acknowledgment: Introducer acknowledges that Financier will not agree to the termination of the Bailment Agreement in the circumstances contemplated in this clause 18.2(b) (*Payment by Customer – buyout or refinance of Bailment Agreement*) except on the conditions specified in this clause 18.2(a)(ii) (*Payment by Customer – buyout or refinance of Bailment Agreement*).
- 18.3 **Voluntary termination of this Agreement**
- (a) Either party may terminate this Agreement by giving at least three (3) months' written notice to the other party (Termination Notice).
  - (b) Upon expiry of the Termination Notice, this Agreement automatically terminates.
  - (c) Termination for any reason will not prejudice or affect the obligations of either party in respect of any Finance Agreement in force at the time of termination.
- 18.4 **Financier's immediate right of termination**
- Financier may immediately terminate this Agreement at any time under clause Error! Reference source not found. (*Minimum Finance Volume*) or after any Termination Event occurs by giving written notice to Introducer.
- 18.5 **Wind down – first right of refusal**
- (a) If this Agreement is terminated at any time for any reason, or if Financier is unable or unwilling to provide funding, Introducer will, other than in relation to any Transactions that have been sold, assigned or transferred or may be subject to any sale, assignment or transfer, to a securitisation programme operated by Financier, have the first right of refusal, for a period of thirty(30) days from the date of termination, to purchase the Finance Agreements funded by Financier up to that time on terms satisfactory to Financier.
  - (a) If Introducer exercises this right, then Introducer will also be allowed a reasonable concessional reduction on the payout amount for each Finance Agreement. Financier is entitled to include residual positions funded and expected for the purposes of this calculation.
  - (c) At the time Introducer purchases any of the Finance Agreement(s), Introducer must pay Financier any other amounts owing under this Agreement.
- 18.6 **Provisions remaining effective after termination**
- (a) Despite termination of this Agreement, any provision which is capable of taking effect after termination remains in full force and effect.
  - (c) Termination of this Agreement does not affect the parties':
    - (c) rights and obligations of the parties insofar as the Agreement relates to any Transaction Document which is current and continuing as at the date of the Termination Notice (which Transaction Document continues unaffected by the termination); or
    - (ii) rights in respect of any default or anything done prior to the date of termination.
- 18.7 **Delivery of books on termination**
- If requested by Financier on termination, Introducer must promptly deliver to Financier all books, registers, and records, and other things in its possession, custody or control relating to the Transaction Documents, Goods or this Agreement. Introducer may retain copies of the things handed over.
- (ii) **LIABILITY AND INDEMNITIES**
- 19.1 **Financier's liability is limited**
- Subject to clause 19.2 (*Limitation of liability generally*), Financier is not liable in respect of a Claim by Introducer:
- (a) unless Introducer gives Financier notice describing in reasonable detail each fact, matter or circumstance giving rise to the Claim and stating why that fact, matter or circumstance gives rise to a Claim and including an estimate of the amount of the Claim (Claim Notice) no later than ten (10) Business Days after Introducer first becomes aware of that fact, matter or circumstance;
  - B.) unless within six (6) months after the Claim Notice is received by Financier either the Claim has been satisfied or settled or Introducer has commenced legal proceedings against Financier in respect of the Claim;
  - (c) unless the amount that Financier would be entitled to recover in relation to that Claim is at least \$1,000;
  - (d) to the extent that Introducer has a right to recover under any contract of insurance in respect of any fact, matter or circumstance giving rise to the Claim;
  - (e) to the extent that the Claim arises from a change in any legislation or regulation, any judicial or administrative interpretation of the law or any practice, policy or view of a Regulatory Authority (whether or not retrospective in effect);
  - ii.) to the extent that the liability for that Claim is a contingent liability, unless and until the liability is an actual liability and is due and payable;
  - (g) to the extent that the Claim could only have been avoided by Financier breaching its obligations at law or under this Agreement; or
  - e. where the loss or damage in respect of that Claim is a special loss or damage, indirect loss or damage or consequential loss.
- 19.2 **Limitation of liability generally**
- Nothing in this Agreement operates to limit or exclude the liability of Financier:
- (a) that cannot by law be limited or excluded, including under the Australian Consumer Law and the ASIC Act;
  - (b) in respect of personal injury (including sickness and death);
  - (c) for unlawful or illegal acts or conduct; or
  - (d) for negligent acts or omissions of Financier.
- 19.3 **Introducer indemnifies Financier**
- (a) Introducer irrevocably and unconditionally indemnifies Financier against any loss, cost, expense, liability or damage (including reasonable solicitors' fees and disbursements and collection fees) suffered or incurred by Financier as a direct or indirect result of Introducer:
    - (i) failing to observe its material obligations under this Agreement;
    - (ii) acting beyond its express authority as agent of Financier;
    - (iii) failing to properly and diligently perform its obligations as agent;
    - (iv) failing to observe its material obligations under a Transaction Document (including in respect of any Service Rebate provided by Introducer to a Customer under or in connection with a Transaction Document);
    - (v) or its employees making or giving a false statement, warranty or representation to Financier or any other person;
    - (vi) negligently carrying out any of its functions as Financier's agent;
    - (vii) or its employees engaging in any misleading conduct or negligent or fraudulent misrepresentation in connection with any Transaction Document or anything arising (directly or indirectly) under this Agreement or any Transaction Document; or
    - (viii) or its employees failing to comply with all obligations and requirements specified or which govern or are intended to govern or apply to any Transaction Document, or otherwise causing Financier to breach any law or Government requirement applicable to the Programme or any Transaction entered into pursuant to the Programme, including any obligations or requirements with which a financier, secured party, credit licensee or any other party who carries on any business similar to Financier must comply.
- The indemnity under this clause 19.3(a) (*Introducer indemnifies Financier*) extends to any obligations which Financier or Introducer must comply under any laws, including any applicable hire purchase legislation, Privacy Act and regulations, CC Act, AML/CTF Laws, National Credit Code and NCCP Act, except to the extent arising as a result of any negligent act or omission of Financier.
- (ii) Without limitation to the remainder of this Agreement or any Transaction Document, Financier will have no liability in the event that Goods are located at Introducer's Property, any loss, damage, destruction, use, condition, operation, seizure, forfeiture or other confiscation, theft, third party claim, damage to property or death of, or injury to any person is suffered or sustained in connection with Goods, unless directly caused by any act or omission of Financier.



<p>19.4 <b>Introducer's Indemnity does not extend to loss or damage caused by Financier</b></p> <p>The Indemnities given by Introducer under clause 19.3 (<i>Introducer Indemnities Financier</i>) do not extend to loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and expenses suffered or incurred by Financier as a result of the negligent or fraudulent acts or omissions, or wilful misconduct, of Financier or Financier's agents or employees.</p>	<p>prior written approval of the relevant party which owns the Background Intellectual Property.</p> <p>(d) Each party indemnifies the other party against any loss, cost, expense, liability or damage sustained or incurred by the other party, arising out of a claim that the use of its Background Intellectual Property in connection with a Transaction Document or the Programme has infringed the Intellectual Property Rights or moral rights of any person.</p>
<p>19.5 <b>Indemnities</b></p> <p>Subject to any liabilities that cannot be excluded by law, the indemnities specified in this clause 19 (<i>Liability and indemnities</i>) and every other indemnity given by Introducer to Financier are in addition to any statutory indemnities in favour of Financier and are continuing indemnities and are not affected by the termination or expiry of this Agreement or any Transaction or any Transaction Document.</p>	<p>22. <b>GST</b></p> <p>22.1 <b>Payments do not include GST</b></p> <p>All payments under this Agreement have been set or determined exclusive of the impact of GST.</p> <p>22.2 <b>Liability to pay GST</b></p> <p>(a) Subject to clause 22.3 (<i>Reimbursements</i>), if the whole or any part of a payment by a party to this Agreement is the consideration for a taxable supply (Payer), Payer must pay the GST Amount in respect of the Payment to Payee as an additional amount, at the same time and in the same manner as the Payment is otherwise payable or as otherwise agreed in writing.</p> <p>(b) Each payment under this Agreement is to be treated pursuant to Division 156 of the GST Legislation as if it constitutes consideration for a separate supply.</p>
<p>19.6 <b>Exclusions</b></p> <p>Introducer acknowledges and agrees that subject to any law to the contrary, including the Australian Consumer Law and the ASIC Act, and except as expressly provided in this Agreement, all terms, conditions, statements, representations and warranties whether express, implied, written, oral, collateral, statutory or otherwise, are excluded, and, to the maximum extent permitted by law, Financier disclaims all liability in relation to them.</p>	<p>22.3 <b>Reimbursements</b></p> <p>(a) If this Agreement requires a party to pay for, reimburse or contribute to any expense or liability (<i>Reimbursable Expense</i>) incurred by another party (<i>Payee</i>) to a third party, the amount to be paid, reimbursed or contributed will be the amount of the Reimbursable Expense net of any input tax credit to which Payee is entitled in respect of the Reimbursable Expense (<i>Net Expense</i>). Payee will be presumed to be entitled to a full input tax credit unless it demonstrates otherwise.</p> <p>(b) If a payment of a Net Expense is consideration for a taxable supply, clause 22.2 (<i>Liability to pay GST</i>) will apply to the Payment.</p> <p>(c) In this clause 22.3 (<i>Reimbursements</i>), Payee includes the representative member of a GST group in which Payee is a member.</p>
<p>20. <b>ADMINISTRATION OF PORTFOLIO</b></p> <p>20.1 <b>Management and reporting on portfolio</b></p> <p>Introducer will maintain and manage its own administrative records of each Transaction and will deliver the following reports to Financier within ten (10) Business Days of the end of each calendar month:</p> <p>(a) monthly portfolio performance and debtors aging from Introducer's collections system in the form satisfactory to Financier including detailed debtor details and reconciliation of such debtors against the monies owing to Financier pursuant to this Agreement;</p> <p>(b) a 'future receivables report', in a form acceptable to Financier in its discretion, showing the Payments expected to be received by Introducer under the Transaction Documents for the next three (3) month period;</p> <p>(c) an 'arrears report', in a form acceptable to Financier in its discretion, showing all Payments arrears in the portfolio, including reference to whether Financier has disclosed the agency of Introducer under this Agreement in respect of any Customer and all relevant and material collections noted for each Customer currently in arrears of thirty (30) days and greater;</p> <p>(d) not later than ninety (90) days after the end of each financial year and half year, copies of the consolidated and unconsolidated accounts (including statements of financial performance and financial position, annual cash flow analysis broken into monthly accounting periods) for Introducer prepared by an "am's length" accounting firm using generally accepted Australian Accounting Standards; and</p> <p>(e) such other information or reports as Financier may reasonably require in relation to the portfolio of Customers introduced pursuant to the Programme.</p>	<p>22.4 <b>Tax Invoice</b></p> <p>A party's right to payment under clause 22.2 (<i>Liability to pay GST</i>) is subject to a legible tax invoice being delivered to the party liable to pay for the taxable supply.</p> <p>22.5 <b>Adjustments</b></p> <p>If there is an adjustment event in relation to a supply made by Payee to Payer which results in the amount of GST being different from the amount of GST previously recovered by Payer from Payer (<i>Previous GST Amount</i>), then Payee or Payee's representative member must issue the necessary adjustment note, and, as appropriate, in the case of:</p> <p>(a) an increasing adjustment, Payer must pay to Payee the amount by which the amount of GST on the supply exceeds the Previous GST Amount; and</p> <p>(b) a decreasing adjustment, Payee must refund to Payer the amount by which the Previous GST Amount exceeds the amount of GST on the supply.</p>
<p>20.2 <b>Reporting and meeting on progress of this Agreement</b></p> <p>(a) The parties must meet on a regular basis to review the progress of:</p> <p>(i) the Programme;</p> <p>(ii) the performance of Introducer; and</p> <p>(iii) any potential new opportunities for expansion of the Programme.</p> <p>(b) Such meetings are to occur every month for the first six (6) months of the Term and thereafter on a quarterly basis.</p>	<p>22.6 <b>Penalties and Interest</b></p> <p>If Payee of a Payment has become subject to any penalties or interest because of the late payment by Payee of any GST Amount and that late payment is a result of the failure of Payer to comply with the terms of clause 22 (<i>GST</i>), then Payer must pay to Payee an additional amount on demand equal to the amount of those penalties and interest. Payee must use Payee's reasonable endeavours to mitigate the penalties and interest.</p>
<p>21. <b>INTELLECTUAL PROPERTY</b></p> <p>21.1 <b>Background Intellectual Property</b></p> <p>(a) The parties acknowledge and agree that:</p> <p>(i) the Transaction Documents and other ancillary documents and notices which are created and used in connection with the Programme may include the Background Intellectual Property of a party;</p> <p>(ii) each party will retain ownership rights in respect of its Background Intellectual Property; and</p> <p>(iii) each party grants to the other party a royalty free, non-exclusive licence over any of its Background Intellectual Property that is used, reproduced or incorporated by the other party under or in connection with any Transaction Document or otherwise in connection with the Internal business related to the ongoing administration of the Programme.</p> <p>(b) If any act is required to be done by a party to give effect to clause 21.1(a) (<i>Background Intellectual Property</i>), the relevant party agrees to perform such acts (including executing any document) upon request by, the other party.</p> <p>(c) Each party agrees that it will not copy, replicate, re-sell or otherwise use or authorise any third party to use any Background Intellectual Property of the other party except as strictly contemplated with the</p>	<p>22.7 <b>Indemnity – GST</b></p> <p>Payer must indemnify Payee on demand in respect of any claim arising from a breach by Payer of Payer's obligations under clause 22 (<i>GST</i>). The indemnity does not include Payee's normal obligations under GST Legislation.</p> <p>23. <b>CONFIDENTIALITY</b></p> <p>23.1 <b>Parties must not disclose Confidential Information</b></p> <p>Subject to clause 23.2 (<i>Parties may disclose Confidential Information in limited circumstances</i>), each party must not disclose Confidential Information provided by another party. Financier agrees that Introducer may disclose Confidential Information relating to Customers to the extent required for Introducer to carry on its usual business operations.</p> <p>23.2 <b>Parties may disclose Confidential Information in limited circumstances</b></p> <p>Each party may disclose the Confidential Information provided by another party:</p> <p>(a) as permitted by this Agreement;</p> <p>(b) to its financiers, officers, employees, legal and other advisers and auditors;</p> <p>(c) with the consent of the party who provided the Confidential Information (such consent must not be unreasonably withheld);</p> <p>(d) comply with requests from Government;</p>

- (c) to any potential purchaser or transferee of a party's business or undertaking provided such purchaser or transferee executes a deed poll agreeing to be bound by the obligation not to disclose Confidential Information;
- (f) to any assignee or potential assignee, any financier or to any professional advisor or person involved in providing funds by way of securitisation to any of the foregoing; and
- (f) as required by law, of stock exchange and/or that party's auditors to enable them to perform their duty,

provided that nothing in paragraphs (a) to (e) of this clause 23.2 (*Parties may disclose Confidential Information in limited circumstances*) permits any Confidential Information to be disclosed by Introducer to any competitor (or Related Entity of any competitor) of Financier or any of Financier's Related Entities without Financier's prior written consent.

(f) **PRIVACY**

**24.1 Introducer's obligations regarding Personal Information disclosed**  
In relation to all Personal Information that may be disclosed from time to time by Financier to Introducer, Introducer must ensure that it:

- 25. takes all reasonable steps to protect the Personal Information against any misuse or loss and from any unauthorised access, modification or disclosure;
- (b) adopts measures to prevent unauthorised entry to premises, implementing systems to detect unauthorised access and employing secure containers for storing paper based Personal Information;
- (b) adopts measures to protect computer systems and networks for storing, processing and transmitting Personal Information from unauthorised access, modification and disclosure;
- (b) adopts measures to protect communications via data transmission, including email and voice, from interception and preventing unauthorised intrusion into computer networks;
- (e) does not, directly or indirectly, use any Personal Information, for any purpose other than the Permitted Purpose;
- (f) does not disclose any Personal Information, whether directly or indirectly, to any person without Financier's prior written consent;
- (g) only discloses Personal Information to those of its employees who have been authorised to receive such Personal Information to the extent to which those employees have a need to know basis necessary for fulfilling the Permitted Purpose;
- (h) has in place internal operating systems which only permit such authorised employees to access the Personal Information; and
- (i) immediately notify Financier if it becomes aware that Introducer is obliged, by law, to disclose any Personal Information.

**24.2 Introducer's representations and warranties regarding Personal Information disclosed**

In relation to all Personal Information that may be disclosed from time to time by Introducer to Financier, Introducer warrants that:

- (a) it has complied with the Privacy Act (including the APP) in relation to the collection of such Personal Information and the subsequent disclosure of that Personal Information to the other party; and
- (a) at the time of disclosing such Personal Information to the other party, it has taken all reasonable steps to confirm the accuracy, completeness and currency of such Personal Information.

**24.3 Compliance with the Privacy Act**

- (a) If Financier receives legal advice to the effect that it is not complying with its obligations under the Privacy Act in relation to the handling, management or use of Personal Information disclosed for the fulfilment of the Permitted Purpose, then the parties agree to use commercially reasonable efforts to implement an alternative method of handling, managing or using the Personal Information to ensure that Financier complies with its obligations under the Privacy Act.
- (n) Introducer undertakes to comply with the provisions of the Privacy Act.

**24.4 De-identifying Personal Information**

Immediately upon request, and except to the extent lawfully required for the purposes of this Agreement, each party must:

- (a) return to the other party all Personal Information provided or made accessible to that party by the other party; or
- (b) take all reasonable steps to destroy or permanently de-identify any or any part of the Personal Information provided or made accessible to the party by the other party including destruction of records containing such Personal Information via secure means.

**24.5 Access**

Upon request by either party (Requesting Party) the other party must as soon as possible or at least within seven (7) days of such request provide the Requesting Party with access to any Personal Information held by the other party that has been disclosed to it by the Requesting Party, including allowing the relevant party to:

- (a) inspect all records relating to such Personal Information;
- (b) take notes of any records relating to such Personal Information; and

- (c) take a photocopy or printout of any records relating to such Personal Information.

**24.6 Suspension by Financier**

If Introducer breaches any provision of this clause 24 (*Privacy*), then without limiting any other rights Financier may have against Introducer, Financier may suspend or terminate the operation of any agreement or arrangement between Financier and Introducer that uses or involves to any extent the use of the Personal Information.

**24.7 Indemnity – Privacy Act**

Introducer agrees to indemnify Financier and keep Financier indemnified against any and all loss, costs, expenses, demands or liabilities whether direct or indirect arising out of or in connection with any failure by Introducer to observe or perform any of its obligations under the Privacy Act and this clause 24 (*Privacy*).

**25. REPRESENTATIONS AND WARRANTIES**

**25.1 Representations and warranties by Introducer**

Introducer represents and warrants that:

- 25. unless it is a natural person, it has been properly incorporated as a company limited by its shares in accordance with the laws of the place of its incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted;
- (b) it has power to enter into and observe its obligations under this Agreement and each Transaction Document to which it is a party;
- (c) it has full force and power to effect the authorisations necessary to enter into this Agreement and each Transaction Document to which it is a party and perform obligations under them and allow them to be enforced;
- (d) it has full force and power to grant any Security Interest required by Financier to better secure the obligations of that party to Financier;
- (e) its obligations under any Transaction Document to which it is a party (including under any Security Interest granted by it) are not void, voidable or unenforceable;
- (f) the terms of this Agreement and the granting of any Security Interest arising out of or in connection with this Agreement or any Transaction Document do not violate, or create a default under, any Transaction Document.
- (f) this Agreement and each Transaction Document to which it is a party and the transactions contemplated under such documents (including the granting of any Security Interest) do not contravene its constituent documents or cause a limitation on its powers or the powers of its directors to be exceeded;
- (f) it has no immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise);
- (i) no Insolvency Event has occurred or is threatened against it and it is able to pay its debts as and when they become due;
- (j) it has complied with all relevant laws and legislation (including environmental laws), licensing and regulatory obligations and will maintain such compliance throughout the Term;
- (k) all statements and facts specified in each Transaction Document are accurate and complete in all material respects;
- (l) as at the date of each Transaction Approval, no payment default or other material default has occurred and is continuing under any Transaction Document;
- (m) it will duly and punctually observe and perform all material covenants and obligations of any kind whatsoever to be performed by it under each Transaction Document to which it is a party;
- (n) the relevant Finance Agreement is the only agreement or arrangement between it and the relevant Customer concerning the installation, access, operation and use of Goods, the performance of any Services, the payment of any associated Payments and all ancillary matters and there are no other written or oral agreements between Introducer and Customer that would adversely affect or otherwise modify or impair the operation of the Finance Agreement which have not been disclosed to and approved in writing by Financier;
- (n) there has been no prepayment of any portion of the Payments identified in a Finance Agreement or any other amounts payable by the relevant Customer under the Finance Agreement with respect to Goods or otherwise, prior to the date of the relevant Transaction Approval;
- (p) whether or not a copy of the Finance Agreement has been made available to Financier, Financier is entitled to rely on the representations, warranties and covenants given by Introducer and contained in this Agreement, to their fullest extent;
- (p) Introducer has the capacity to satisfy any warranty or guarantee deemed to be given by Introducer (either on its account or on behalf of Financier) as a matter of law;
- (r) has satisfied itself and verified the capacity of the Vendor to satisfy any Vendor's Guarantee including under the CC Act;
- (a) Goods will not be bundled with any other goods or services without the express written approval of Financier;
- (t) Goods supplied by Introducer (whether through a third party supplier or otherwise) are fit for the purpose made known by either

Financier or Customer to Introducer and are free from Security Interests (other than Permitted Security Interests);

- (u) Services supplied by Introducer to Financier or Customer are rendered with due care and skill and reasonably fit for the purpose for which they are desired and any materials supplied in connection are also reasonably fit for the purpose for which they are supplied; and
- (v) It will not misrepresent any matter in connection with Goods, any Transaction and/or any Finance Agreement or otherwise breach any law relating to the protection of consumers.

**25.2 Repetition of representations and warranties**

The representations and warranties contained in clause 25.1 (*Representations and warranties by Introducer*) are taken to be made on the Commencement Date and on each day during the term of each Finance Agreement, with reference to the facts and circumstances at that time.

**25.3 Reliance**

Financier has entered into this Agreement and each Transaction Document to which it is a party in reliance on the representations and warranties in clauses 25.1 (*Representations and warranties by Introducer*) and 25.2 (*Repetition of representations and warranties*).

**26. ASSIGNMENT BY INTRODUCER**

**26.1 Assignment**

(a) At the request of Financier, Introducer must assign absolutely to Financier, all of its right, title and interest in:

- (i) the relevant Goods (where legal title to such Goods is in the name of Introducer for the purposes of any Bailment Agreement) and all purchase agreements, warranties and guarantees (including the Vendor's Guarantee) issued or held in connection with such Goods;
- (ii) the benefit of the Transaction Documents held in respect of the relevant Transaction;
- (iii) all money, debts and liabilities of Customer and every other person under the relevant Transaction Documents; and
- (iv) the right to take legal action under the relevant Transaction Documents.

(b) Introducer acknowledges and agrees that, where an assignment is necessary, Financier may effect the assignment on behalf of Introducer in accordance with clause 26.1(a) (*Assignment*) as attorney for Introducer.

**26.2 Legal assignment**

Despite any other provision, and in addition to its other obligations, Introducer must, immediately upon request of Financier:

- (a) execute and deliver to Financier a legal assignment in favour of Financier or as Financier directs of any Goods and the benefit of any Transaction Documents; and
- (b) deliver all Transaction Documents, agreements, information and materials held by Introducer in connection with or in respect of such Goods and such Transaction.

**26.3 Further assurances**

For the purpose of more effectively assuring to Financier its ownership of and property rights in Goods, the Transaction Documents and any other document executed in connection with any Transaction, Introducer must (at Financier's reasonable request and at the expense of Financier) execute and deliver to Financier any further documents or deeds reasonably required by Financier and do all such other acts, matters and things as are reasonably required by Financier.

**26.4 Introducer's acknowledgement**

Introducer acknowledges that the provisions of this clause 26 (*Assignment*) have been inserted to enable Financier to take any action for itself which Financier would be entitled to do if any Transaction Document was entered on the basis that Financier was disclosed as the principal under the Transaction Documents. Introducer agrees that it is reasonable for Financier as principal and financier under the Transaction Documents should be able to effect an assignment to it on the terms of this clause 26 (*Assignment*).

**27. ANTI-MONEY LAUNDERING**

**27.1 Compliance with AML/CTF Laws**

- (a) If Financier believes it is necessary to comply with AML/CTF Laws, Financier may obtain information about Introducer and Introducer must co-operate and provide any reasonable assistance required by Financier.
- (b) To comply with AML/CTF Laws, Financier may be required to take action, including:
  - (i) delaying, refusing or withdrawing the processing or any Transaction Proposal, Transaction Approval, Transaction or Finance Agreement; or
  - (ii) disclosing information that Financier holds about any parties to any of Financier's Related Entities, service providers or relevant regulators.
- (c) Introducer must comply, and must ensure that its Personnel comply, with:

- (i) all AML/CTF Laws in respect of any matter or thing arising under or in connection with this Agreement and any Transaction, document or agreement entered into; and
- (ii) any direction given by Financier to ensure compliance with any AML/CTF Law whether or not such direction pertains to any obligations of Financier, Introducer.

(d) Introducer must, where applicable, comply with all reasonable and relevant procedural requirements issued by Financier from time to time in respect of any assistance provided by Introducer to Customers in relation to Finance Agreements.

(e) Introducer must, where applicable, comply with the most recent AML/CTF Laws and processes as provided by Financier to Introducer as Financier's limited agent for the limited purposes of the obligations set out under this clause 27.1 (*Compliance with AML/CTF Laws*). As agent, Introducer's responsibilities may include:

- (i) collection and verification of the KYC Information and any other matters advised by Financier from time to time in order to ensure that Financier's customer identification procedures meet the requirements of the AML Act;
- (ii) reporting suspicious matters to Financier; and
- (iii) providing information to and otherwise liaising with AUSTRAC if reasonably requested to do so by Financier.

(f) Introducer must immediately notify Financier of any matter which it should reasonably expect may give rise to a breach of the AML/CTF Laws or processes referred to in clause 27.1(a) (*Compliance with AML/CTF Laws*).

(g) Introducer must comply with any reasonable direction given by Financier to ensure compliance with any AML/CTF Laws whether or not such direction pertains to any obligations of Financier or Introducer.

**27.2 Indemnity by Introducer**

Introducer agrees to indemnify Financier for any loss, damage, penalty or fine suffered or incurred by Financier and its Related Entities or any of its Personnel as a result of any failure by Introducer to comply with any of the provisions of clause 27.1(a) (*Compliance with AML/CTF Laws*).

**28. PERSONAL PROPERTY SECURITIES ACT**

**28.1 Transaction Documents must comply with the PPS Act**

Introducer must ensure that each PPS Security Interest provided for by a Transaction Document:

- (a) attaches to Goods in accordance with section 19 of the PPS Act; and
- (b) is enforceable against third parties in accordance with section 20 of the PPS Act.

**28.2 Registration of PPS Security Interest**

(a) Financier may:

- (i) register one or more financing statements for any PPS Security Interest provided for by a Transaction Document, with Introducer (or Financier itself) named as secured party in the financing statement; and
- (ii) provide to Customer a notice of any verification statement relating to the registration of any such financing statement or any related financing change statement.

(b) Introducer acknowledges and agrees that it:

- (i) may be named as secured party in the financing statements registered in accordance with clause 28.3 (*Establishment of a secured party group*); and
- (ii) hold the PPS Security Interests provided for by each Transaction Document for the benefit of Financier.

(c) When Introducer enters into a Finance Agreement, it must:

- (i) notify Financier as soon as practicable of the details required by Financier to register a financing statement in respect of any PPS Security Interest provided for by that Transaction Document; and
- (ii) not give Customer possession of Goods until Financier has confirmed to Introducer that it has registered a financing statement in respect of those PPS Security Interests.

**28.3 Establishment of a secured party group**

Introducer acknowledges and agrees that Financier may set up a "secured party group" on the PPS Register that names Introducer as the secured party, for the purposes of registering financing statements on the PPS Register in connection with a Transaction Document, but that the secured party group will contain Financier's address and contact details for all notices.

**28.4 Appointment of nominee for registrations**

- (a) For the purpose of section 153 of the PPS Act, Financier appoints Introducer as its nominee, and authorises Introducer to act on its behalf, in connection with any security interest under which Introducer is a secured party.
- (b) Introducer will not release, amend or otherwise deal with any registration without express written instructions from Financier.



- 28.5 Introdncer's obligation to notify Financier and provide information**  
Introducer must immediately advise Financier:
- (a) If it receives any request for information under section 275 of the PPS Act in connection with a Transaction Document, and provide Financier with all the information that Financier needs to comply with the request in the timeframe required by the PPS Act;
  - (b) If it receives any amendment demand in relation to a financing statement relating to a Transaction Document, and provide Financier with all the information that Financier needs to comply with the amendment demand in the timeframe required by the PPS Act;
  - (b) If it receives any notice under the PPS Act from any person including the Registrar of the PPS Register, any other secured party or any grantor, and provide a copy of the notice;
  - (d) of the termination of any Transaction Document, to enable Financier to register a financing change statement to end the effect of the relevant financing statement; and
  - (d) if it becomes aware:
    - (i) of any correction or change to the details by which any Customer should be recorded as a grantor on the PPS Register; or
    - (i) If Goods comprise Serial Numbered Property, of any correction or change to the serial number by which Goods may or must be described in a financing statement.

- 28.6 Introdncer's exercise of rights under the Transaction Documents**  
Introducer:
- (ii) undertakes to Financier that it will not exercise its rights and powers or perform its obligations under any Transaction Document in a manner that could expose Financier to any liability or risk under or as a result of the PPS Act; and
  - (i) must indemnify Financier against, and must pay Financier on demand or, all losses, liabilities, costs and expenses that Financier incurs as a result of Introducer's failure to comply with clause 28.6(a) (*Introducer's exercise of rights under the Transaction Documents*).

- 28.7 Further assurances**
- (a) Introducer must, at its own expense, whenever requested by Financier, promptly do or cause to be done anything which Financier considers necessary or desirable to perfect and protect and PPS Security Interest provided for by a Transaction Document.
  - (a) Introducer must provide Financier with all information that it needs in order to ensure that any registration is, and remains, fully effective and with the priority required by it (including the provision of tokens or other identification numbers which may come into the possession of Introducer).

**28.8 Definitions**  
In this clause 27.1 (*Personal Property Securities Act*) the following terms have the meanings given to them in the PPS Act: amendment demand; attaches; financing change statement; financing statement; grantor; perfected; registration; secured party; serial number; and verification statement.

**(a) NOTICES**

- 29.1 Legal effect of Notice**  
A notice, request, demand, consent or other communications (Notice) connected with this Agreement has no legal effect unless it is in writing and is:
- (a) delivered by any to the street address of the addressee and left with a person apparently of or over the age of eighteen (18) years;
  - (b) sent by post, postage prepaid or certified mail, to the street address or postal address of the addressee;
  - (c) sent by email to the email address of the addressee; or
  - (d) sent by courier to the street address of the addressee.

- 29.2 Address details**  
Unless a party gives notice of a change, the street address for that party is as specified in this Agreement. The email addresses of the parties are:
- (a) Financier: [alex.colbert@flexigroup.com.au](mailto:alex.colbert@flexigroup.com.au)
  - (b) Introducer: [bpages@forumgroup.com.au](mailto:bpages@forumgroup.com.au)

- 29.3 When Notice deemed given**  
A Notice is deemed given and received if:
- (a) delivered at the time of delivery;
  - (b) sent by post, on the second Business Day (at the address to which it is posted) after posting;
  - (c) sent by courier, on the next Business Day (at the address to which it is couriered after couriering); or
  - (d) sent by email, on the day of sending if a Business Day, or otherwise on the next Business Day where a delivery receipt has confirmed delivery to the relevant email address.

- 29.4 Change of address**  
A party may change its address for service or email by giving Notice of that change to the other party.

- 29.5 Notice valid despite liquidation**  
Any such mode of service will be valid and effectual even if the addressee has entered into a statutory assignment, arrangement or composition or is under administration, in liquidation or wound up or in the process of being wound up and despite any other matter or event.

**30. CHANGES PROPOSALS**

- 30.1 Change Proposals**
- (b) Financier may propose a change, variation or amendment to this Agreement (except for any part which expressly requires Financier and Introducer to agree to change) by providing five (5) Business Days' notice to Introducer containing:
    - (i) a description of the proposed change (which may be by marking-up amendments to the then current version of the relevant clause); and
    - (ii) the reason(s) for the proposed change, (Change Proposal).
  - (d) Financier must not give a Change Proposal unless:
    - (i) Financier is reasonably of the opinion that the change the subject of the Change Proposal is necessary or desirable to ensure this Agreement or the Transactions comply with any applicable law; or
    - (ii) the Change Proposal does not substantively change the intent and purpose of this Agreement.
  - (ii) Introducer must give written notice to Financier within ten (10) Business Days of the date of the Change Proposal indicating that Introducer:
    - (i) agrees with the Change Proposal, in which case this Agreement will automatically be deemed to have been amended in accordance with the Change Proposal; or
    - (i) disagrees with the Change Proposal, in which case this Agreement will automatically terminate.
  - (e)<sup>1</sup> If Introducer does not provide a written notice within the time required as set out in clause 30.1(c) (*Change Proposals*), then Introducer is deemed to have agreed with the Change Proposal and this Agreement will automatically be deemed to have been amended in accordance with the Change Proposal.
  - (e) This clause 30 (*Change Proposals*) does not supersede any express provision already existing in this Agreement that requires any particular formalities to be complied with (including the giving of advance notices) to give effect to any change, variation or amendment to this Agreement.

**31. GENERAL**

- 31.1 Special Conditions**  
This Agreement incorporates the Special Conditions.
- 31.2 Entire agreement**
- (a) Except to the extent otherwise agreed in writing, and subject to any applicable statutory guarantees or implied warranties under the Australian Consumer Law, ASIC Act or a law to a similar effect, the parties agree that this Agreement constitutes the entire agreement between them concerning Transaction Proposals, Transaction Approvals, Settlement and Payments and that there are no further terms or warranties collateral to this Agreement.
  - (a) This Agreement supersedes any prior agreement between the parties in relation to the submission of Transaction Proposals, Transaction Approvals, Settlement and Payments and it will apply to the Transactions on and after the date of this Agreement.

- 31.3 Assignment**
- (a) Financier is entitled to assign its interest in this Agreement and/or the portfolio of Transaction Documents entered into under this Agreement and Financier is not required to obtain the consent of Introducer or any other person in connection with the assignment, unless:
    - (a) the proposed assignment is to a direct competitor of Introducer who operates in the waste management and/or print management industry; or
    - (a) any rights or obligations of Introducer are to be varied in any way and provided that Introducer remains entitled to the benefit of Financier's promises under this Agreement.
  - Financier may sub participate or sell down by whatever form (including securitisation) or otherwise deal with its rights under any Transaction Document without the consent of any person.
  - (b) This Agreement is personal to Introducer and Introducer is not entitled to assign its interest in this Agreement or any rights, remedies, liabilities or obligations arising under it or by reason of it (including under any Transaction Document) without the prior written consent of Financier, which will not be unreasonably withheld provided the assignee satisfies the credit criteria of Financier for parties who conduct a like business to the business conducted by Introducer.
  - (b) Introducer may appoint, by way of delegation or otherwise, a sub-agent to act as agent of Introducer for any purpose (including performance of Introducer's obligations under any Finance Agreement) provided that Introducer obtains the prior written

consent of Financier for such appointment and/or delegation and the sub-agent agrees to comply with and be bound by the applicable terms as if it were a party to it. The appointment of a sub-agent will not derogate from Introducer's obligations and liability to Financier under this Agreement.

- 31.4 **Recording**
- (a) Introducer consents to the recording of telephone conversations between Introducer (if Introducer is an individual) and Personnel of Introducer (if any) and Financier's employees, employees of Financier's Related Entities and agents, for purposes related to the administration of this Agreement and the exercise of Financier rights.
- (b) Introducer agrees to obtain any consent of Introducer Personnel and to give any notice to Introducer Personnel of such recording as may be required by law and must provide evidence of that consent upon demand by Financier. Any recordings may be submitted in legal proceedings arising out of this Agreement, to the extent permitted by law.
- 31.5 **Interest**
- (a) Introducer must pay interest at the lesser of Financier's then current overdue interest rate determined by Financier as being applicable to agreements of this nature and the rate for judgments in the Supreme Court of New South Wales calculated on a daily basis for the period the moneys remain overdue.
- (b) If a liability under or in connection with this Agreement becomes merged in a judgment or order or exists after Introducer winding up, Introducer as an independent obligation, must pay interest on the amount of that liability from the date the liability becomes payable both before and after the judgment, order or winding up until it is paid, also at that rate.
- 31.6 **Set-off**
- (a) Financier has a right to set-off any money owing to it by Introducer against any money held by it for or on behalf of Introducer or otherwise owing by it to Introducer.
- (b) Introducer has no right to set-off any money owing to it by Financier against any money held by it for Financier or otherwise owing by it to Financier.
- 31.7 **Trust**
- Introducer represents and warrants that it does not enter into this Agreement as a trustee unless specified in this Agreement. If Introducer enters into this Agreement as a trustee of a trust (Trust), Introducer:
- (a) represents and warrants that Introducer does so for a proper purpose of the Trust;
- (b) has power and authority under the Trust to do so and perform its obligations;
- (c) has the right to be indemnified fully out of the Trust property before the Trust's beneficiaries for all liabilities Introducer incurs; and
- (d) must not (unless with Financier's prior written consent) distribute any capital of the Trust, retire as trustee or be replaced as trustee, re-settle the Trust, amend the trust deed of the Trust or otherwise vary the terms of the Trust, grant a security interest over any of the assets of the Trust, or breach any terms of the Trust.
- Introducer must provide immediate written notice to Financier if any of the events in clause 31.7 (Trust) occur.
- 31.8 **Partnership**
- Introducer represents and warrants that it does not enter into this Agreement as a partnership unless specified in this Agreement. If Introducer enters into this Agreement as a partnership:
- (a) each partner signing this Agreement represents and warrants that they have power and authority to do so for the partnership and perform their obligations;
- (b) each partner of the partnership is liable to Financier as a separate, and personal obligation, whether or not Financier may recover any sum from the partnership assets; and
- (c) Introducer must provide immediate written notice to Financier if the partnership is dissolved, and if this occurs then each partner must act in relation to the administration of the partnership assets in the manner directed by Financier, a retiring partner is not discharged from any liability to Financier as a result of an agreement between the then existing partners, and the obligations of a retiring partner to Financier are not affected by anything which might otherwise affect them at law or in equity.
- 31.9 **Authority to sign**
- Where this Agreement is executed by individual(s) on Introducer's behalf, that/those individual(s) warrant(s) that they have the authority and delegated power to execute this Agreement on Introducer's behalf.
- 31.10 **Electronic signature**
- If this Agreement is signed by Introducer by use of electronic signature(s) (including by signing on an electronic device or by digital signature), then Introducer:
- (a) agree that Financier may rely on the electronic signature(s) as having the same force and effect as handwritten signature(s); and
- (b) unconditionally consent to any method used by Financier to identify the signatories and to confirm their intention to enter into a binding legal agreement.
- 31.11 **Statements of money owing**
- Any statement of money owing by Introducer under or in connection with this Agreement signed by Financier or any Authorised Officer of Financier is, except in the case of manifest error, prima facie evidence that the amount is owing at law.
- 31.12 **Counterparts**
- This Agreement may be executed in any number of counterparts each of which is an original but all counterparts together constitute the same instrument.
- 31.13 **Severability**
- If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest remains in force.
- 31.14 **Waiver**
- (a) Financier's failure or delay to exercise a power, right or remedy under this Agreement does not operate as a waiver of that power, right or remedy.
- (b) The exercise by Financier of a power or right does not preclude:
- (i) its future exercise; or
- (ii) the exercise of any other power or right.
- (c) No waiver by Financier is effective unless it is in writing executed by:
- (i) Financier; or
- (ii) an Authorised Officer of Financier.
- (d) The waiver by Financier of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
- 31.15 **Amendment of this Agreement**
- Any amendment to this Agreement must be in writing and signed by the parties.
- 31.16 **No reliance**
- Each party agrees that it has:
- (a) not entered into this Agreement in reliance on any express or implied statement, representation, promise or warranty, verbal or otherwise, made by Financier or on its behalf in respect of any matter relating to this Agreement; and
- (b) relied exclusively on its own enquiries and the advice of its independent legal and financial consultants in deciding to enter into this Agreement and the Transactions contemplated, independently of any statements, inducements or representations made by or on behalf of Financier (including by any agent or representative acting on behalf of Financier).
- 31.17 **Circumstances of this Agreement**
- Introducer acknowledges and agrees:
- (a) Introducer has requested that Financier provide the Programme;
- (b) Financier takes financial risk in entering into the Transaction Documents and may suffer loss where Customer fails to perform its obligations under any Transaction Document;
- (c) Introducer has represented that it will introduce to Financier reputable and creditworthy Customers;
- (d) it is reasonable that Financier will retain discretion in relation to any Transaction Approval;
- (e) Introducer considers that the success of the Programme is maximised by operating on an undisclosed basis which in turn may expose Financier to various risks that it does not receive the benefit of the Transaction Documents unless ongoing obligations on the part of Introducer are set out in this Agreement;
- (b) it is reasonable for Financier to disclose that it is the principal under the Transaction Documents in each of the circumstances set out in this Agreement;
- (g) if the Programme does not operate as Introducer desires, Introducer may terminate this Agreement at its convenience in accordance with the provisions of this Agreement (see clause 18.3 (Voluntary termination of this Agreement));
- (h) where Introducer is to provide or procure that Services are provided to Customer, Introducer must ensure Services are provided in accordance with any applicable agreement with Customer;
- (i) provisions in this Agreement dealing with the refund of Commission paid or repurchase of Ineligible Transactions are reasonable given the commercial terms offered by Financier under this Agreement (see clause Error! Reference source not found. (Refund of Commission)); and
- (j) the ongoing covenants in this Agreement on the part of Introducer are essential to ensuring both Financier and Introducer receive all payments (including Payments) due to them and are reasonable given the circumstances of this Agreement including those set out in this clause 31.17 (Circumstances of this Agreement).



**31.18 Requested information**

Financier will, upon written request from Introducer, provide such information as Introducer reasonably requests in relation to the calculation of any other amount payable by Introducer under this Agreement.

**31.19 Reliance by Financier**

Introducer acknowledges Financier has relied upon the following matters in entering this Agreement and any Transaction entered pursuant to this Agreement:

(a) Introducer is reputable and capable of performing its obligations under this Agreement;

(b) Introducer will observe its obligations under this Agreement;

(c) The representations and warranties in clause 25.1 (*Representations and warranties by Introducer*).

**31.20 Governing law**

This Agreement is governed by and must be construed in accordance with the laws of New South Wales. Each party unconditionally and irrevocably submits to the jurisdiction of the courts of New South Wales.

EXECUTED as an agreement on the date shown on the front page

**FINANCIER**

EXECUTED by  
FLEXIRENT CAPITAL PTY LIMITED  
ABN 93 064 046 046  
by an authorised officer

)  
)  
)  
)  
\_\_\_\_\_  
Authorised Officer Signature  
Print Name: *KEN RICHARDS*

**INTRODUCER**

EXECUTED by  
FORUM ENVIRO (AUST) PTY LTD  
ABN 78 607 484 364  
in accordance with Section 127 of the  
Corporations Act 2001 (Cth)

)  
)  
)  
)  
\_\_\_\_\_  
Director Signature  
Print Name:  
  
\_\_\_\_\_  
Director/Secretary Signature  
Print Name: *BASILE PAPADIMITRIOU*

**SCHEDULE 1 DETAILS**

- Item 1. Programme – see Background C**  
An undisclosed Rental Agreement / Lease Agreement / Technology License Agreement programme for wholesale / commercial customers.
- Item 2. Initial Term – see clause 2 (Term)**  
The period of sixty (60) months from the Commencement Date.
- Item 3. Goods – see clause 11 (Goods)**  
(a) Orca Food Processing Unit and  
(b) all other goods supplied by Introducer as approved by Financier from time to time.
- Item 4. Minimum Finance Volume – see clause 3.6 (Minimum Finance Volume)**  
The minimum amount to be financed under the Programme for each calendar year commencing on the Commencement Date and then in respect of each annual anniversary of the Commencement Date is as follows:  
(a) Year 1: \$15,000,000;  
(b) Year 2: \$25,000,000;  
(c) Year 3: \$30,000,000;  
(d) Year 4: \$30,000,000; and  
(e) Year 5: \$35,000,000.
- Item 5. Maximum Term – see clause 7.4 (Maximum Term of Transaction)**  
The maximum term for any individual Transaction Proposal is sixty (60) months and each Individual Transaction Proposal must be for a minimum term of twenty four (24) months. Financier reserves the right in its discretion to limit or increase the term of a Transaction Proposal which includes a proposal to operate and use Goods.
- Item 6. Commission – see clause 5 (Commission)**  
(a) Introducer may be paid Commission in respect of each Finance Agreement in accordance with clause 5 (Commission) and this Item 6 (Commission).  
(b) Commission is only payable once in respect of any Finance Agreement.  
(c) Commission due will be paid to Introducer at the time the Finance Agreement is entered into or, if Financier is reimbursing Introducer (for the acquisition of Goods which are the subject of a Finance Agreement which has already commenced), the date of reimbursement of the Finance Agreement with Introducer.  
(d) Commission amount in respect of each Finance Agreement will be calculated and agreed between the parties on a Transaction by Transaction basis and included within the relevant Transaction Approval.
- Item 7. Transaction Account – see clause 14 (Payments)**  
**Introducer's Account Bank – clause 14.1(b) (Introducer bills, collects and distributes – Payments received into Introducer's Account Bank):** A separate financial account is to be set up by Introducer to receive Payments which must be with an ADI satisfactory to Financier and not be subject to any Security Interest in favour of the ADI for obligations of Introducer to the ADI.  
The following account:  
Financial Institution: National Australia Bank Limited  
Account Name: Forum Enviro  
BSB: 082-080  
Account Number: 845480595
- Item 8. Rate Chart – see clause 6.1 (Rate Chart may be provided to Introducer)**  
Rate Chart will be provided to Introducer upon request from time to time. The Rate Chart is indicative and based on information available at the time of preparation including configurations, Goods types and indicative funding cost assumptions.  
Rates will be provided to the Introducer on a monthly basis in the form of the below table as an example:
- | Deal size 100k +               | Term (months) |       |       |       |
|--------------------------------|---------------|-------|-------|-------|
|                                | 24            | 36    | 48    | 60    |
| Strong Corporate Institutional | 7.00%         | 7.25% | 7.50% | 7.75% |
| General Business/Mid Market    | 7.75%         | 8.00% | 8.25% | 8.50% |
- The Rate Chart is calculated exclusive of commission and may be subject to change based on the underlying credit risk of Customer and any movement in the Credit Default Swap Rate which is greater than 50 basis points.
- Item 9. Discount Rate – see clause 18 (Termination)**  
The Discount Rate means the rate reasonably determined by Financier, having regard to prevailing interest rates as appropriate to calculate the net present value of the remaining Finance Agreements Payment unless otherwise specified within the Transaction Approval.
- Item 10. Special Conditions – see clause 18 (Termination)**  
(a) **Recommended retail price:** Introducer must supply to Financier the recommended retail price list for Goods every ninety (90) days or as requested by Financier from time to time.  
(b) **Minimum finance amount:** Introducer agrees to submit to the Transaction Proposals for a minimum finance amount of \$5,000.00.  
(c) **Variations to existing Finance Agreement:** Financier may agree to variations to any existing Individual Finance Agreement for additional items of Goods of less than \$5,000.00 in value. Variations of existing customer finance agreements which include additional goods to be financed without disruption of the underlying minimum payment stream will incur no break fee charge.  
(d) **Commission:** Introducer acknowledges and agrees that Financier is entitled in its discretion (without prejudice to pay the Commission), to pay a commission it determines appropriate to any individual party who introduces a prospective Customer to Financier or otherwise procures a Customer to enter into a Finance Agreement.  
(e) **Establishment Fee:** Introducer agrees to pay a non-refundable Programme establishment fee of \$0 to Financier on the Commencement Date (Establishment Fee). Introducer acknowledges and agrees that the Establishment Fee may be applied by Financier towards legal fees or other third party expenses incurred by Financier in connection with this Agreement and will be forfeited to Financier unconditionally on entry into this Agreement.

- (f) **Administration charges:** Financier and Introducer agree that any administration charge payable in connection with any late payment under any Finance Agreement (including Administrative Fees) will be payable solely to Financier.
- (g) **Adverse effect:** Introducer agrees to notify Financier in writing within seven (7) days of any event occurring which may or has a Material Adverse Effect on the Security, Goods or Customer and will provide such further information as Financier reasonably requires on demand. Introducer must pay the costs of Financier including legal costs in connection with the negotiation and execution of this Agreement and third party expenses incurred in connection with Financier's due diligence undertaken in connection with this Agreement.
- (h) **Repossession:** Introducer may only repossess Goods with the prior written consent of Financier. Repossession of Goods does not affect the right title and interest of Financier in Goods and Goods will be held by Introducer as bailee and subject to the direction of Financier. Introducer is not entitled to deal with Goods without the prior written consent of Financier.
- (i) **Conditions Precedent:** This Agreement is subject to and conditional upon:
  - (i) satisfactory due diligence by Financier in relation to Introducer;
  - (ii) all documentation required by Financier is executed and Financier obtains, if required by it, a satisfactory legal opinion in relation to the documentation;
  - (iii) receipt by Financier of satisfactory evidence that Introducer holds all approval, authorities and licences required by any authority or law; and
  - (iv) such other documentation as Financier may require in connection with this Agreement (including evidence of due authorisation).

All Conditions Precedent are for the benefit of Financier and may be waived by it by notice in writing to Introducer.

**SCHEDULE 2 TRANSACTION APPROVAL**

**Dated 20[18] (Issue Date)**

Introducer Reference Number	[insert]
Financier Approval Reference Number	[insert]
Financier Approved Transaction Value (ex GST)	[insert]
Customer Name (Legal entity)	[insert]
Customer ABN	[insert]
Value (ex GST)	[insert]
Term (Months)	[insert]
Payment Structure	[insert]

Unless otherwise defined or the context requires otherwise, capitalised terms used in this Transaction Approval have the meanings given to them in the Principal & Agency Agreement (**Agreement**) between:

**Flexirent Capital Pty Ltd** ABN 93 064 046 046  
(Financier)

and

[Insert name] ABN [insert]  
(Introducer)

dated [insert].

This document is a Transaction Approval for the Transaction. For clarity, reference to a clause in this Transaction Approval is a reference to a clause in the Agreement.

**1. Validity of Transaction Approval (see clause 8.1)**

This Transaction Approval is valid for [thirty (30)] days from the Issue Date.

**2. Type of Transaction / Finance Agreement**

The Transaction is for [Rental Agreement / Lease Agreement].

**3. Customer details**

[Name] [ABN] of [Address], Australia.

**3. Pricing (see clause 6)**

[insert]

**3. Commission and sales assistance fees (SAF) (see clause 5)**

[insert]

**6. Acquisition and ownership of Goods (see clause 11)**

[insert]

**6. Residual Positions (see clause 12)**

[choose the applicable option]

**Option A (Financier):** Financier – 100% Residual Position

**Option B (Introducer):** Introducer – 100% Residual Position

**Option C (Shared):** Financier – [insert]% Residual Position and Introducer – [insert]% Residual Position

**Introducer Residual Value Contribution:**

Agreed Percentage (A)	Residual Value (B)	Introducer Residual Value Contribution = (A x B)
[insert]%	\$[insert]	

**6. End of Term arrangements (see clause 13)**

[insert]

**9. Direct Debit (see clause 14.3)**

[insert]

**10. Approval Conditions**

[insert]

11. Early termination parameters (if applicable)

[insert]

12. Early termination table (if applicable)

[insert]

13. Special conditions

Ref #	Proposed Clause	Completed
(a)	[insert]	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b)	[insert]	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c)	[insert]	<input type="checkbox"/> Yes <input type="checkbox"/> No

14. Serviceability

Form	Required	Party / Comments
Financials (Annual)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Business Plan & Sales Forecasts	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	

15. Security, PPSR and Insurance

Form of Security	Required	Party / Comments
Directors' Guarantee	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3 <sup>rd</sup> Party Guarantee	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Caveats	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Certificate of Currency	<input type="checkbox"/> Yes <input type="checkbox"/> No	
PPSR on Goods	<input type="checkbox"/> Yes <input type="checkbox"/> No	
PPSR on Finance Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
PPSR on Receivables	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**APPROVAL OF THE TRANSACTION WILL NOT BECOME ACTIVE UNTIL ALL APPROVAL CONDITIONS (IF ANY) ARE MET AND EXECUTION OF THIS TRANSACTION BY FINANCIER:**

EXECUTED by FLEXIRENT CAPITAL PTY LTD  
ABN 93 064 046 046 by its authorised officer

)  
)  
)

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



Execution version

# Master Receivables Acquisition and Servicing Agreement

Flexirent Capital Pty Ltd

ABN 93 064 046 046

and

SMBC Leasing and Finance, Inc. Sydney Branch

ABN 88 327 596 442

2 August 2018

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**THIS AGREEMENT** is made on

2 August

2018

**BETWEEN:**

- (1) **Flexirent Capital Pty Ltd** ABN 93 064 046 046 (**Seller**); and
- (2) **SMBC Leasing and Finance, Inc. Sydney Branch** ABN 88 327 596 442 (**Purchaser**).

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

**Agent** means the person so described in the Supplemental Deed or any replacement agent of the Seller.

**AML/CTF Law** means any law relating to anti-money laundering or counter-terrorism financing or economic and trade sanctions made by a State, Territory, Commonwealth or foreign parliament or other legislative body (including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the *Charter of the United Nations Act 1945* (Cth) and *Autonomous Sanctions Act 2011* (Cth)) and rules, regulations and other instruments for the purposes of those laws (including, without limitation those made by a Government Agency or regulator).

**Authorisation** means:

- (a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

**Authorised Representative** in respect of a party to a Transaction Document means:

- (a) if the party is a company, a director or company secretary of that company, or an officer or employee of that company whose title contains the word "director", "associate director", "chief", "head", "president", "manager" or "counsel" or a person performing the functions of any of them; or
- (b) any person nominated by that party as an Authorised Representative of that party for the purposes of the Transaction Document.

**Break Costs** means, in relation to any Offer Letter or Offer to Sell Back, any costs, fees, expenses and liabilities suffered or incurred by the Purchaser in terminating or redeploying any funding arrangements (including any swaps, hedges or derivatives) which it has put in place in respect of the purchase, or proposed purchase, of the Lessee Receivables and Related Assets the subject of that Offer Letter or Offer to Sell Back (as calculated by the Purchaser in good faith).

**Business Day** means a day on which banks are open for general banking business in Sydney excluding a Saturday, Sunday or public holiday.

**Collections Account** in connection with a Lessee, means the bank account of the Purchaser with the details below:

Account name: Collections Account  
BSB: 911-001  
Account number: 10021103,

or such other account in the name of the Purchaser and opened in accordance with the Transaction Documents for that Lessee and identified as such in connection with that Lessee.

**Collections** in connection with a Lessee, has the meaning given to it in the Supplemental Deed for that Lessee.

**Consumer Credit Legislation** means each of:

- (a) NCCP;
- (b) the *National Consumer Credit Protection (Fees) Act 2009* (Cth);
- (c) the *National Consumer Credit Protection (Transitional and Consequential Provisions) Act 2009* (Cth);
- (d) the *National Consumer Credit Protection Amendment Act 2010* (Cth);
- (e) NCCP Regulations;
- (f) any acts or other legislation enacted in connection with any of the acts set out in paragraphs (a) to (e) above and any regulations made under any of the acts set out in paragraphs (a) to (e) above; and
- (g) Division 2 of Part 2 of the *Australian Securities and Investments Commission Act 2001* (Cth), and regulations made for the purpose of that Division.

**Contract** means any leasing or other type of contract (howsoever described therein) made between the Seller and a Lessee, to the extent it applies to the leasing of a Related Asset by the Lessee.

**Controller** has the meaning given to that term in the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Costs** includes costs, charges and expenses, including those incurred in connection with advisers.

**Event of Default** in connection with a Lessee, means each of the events set out or referred to as an Event of Default in the Supplemental Deed for that Lessee.

**Government Agency** means:

- (a) any body politic or government in any jurisdiction, whether federal, state, territorial or local;
- (b) a governmental, semi-governmental, regulatory or judicial person including a statutory corporation, agency, board, authority or organisation of any government or in which any government is interested; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**GST** has the meaning given to that term in the GST Law.

**GST Group** has the meaning given to that term in section 48-5 of the GST Law.

**GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvency Event** in relation to a person, means the occurrence of any of the following events in respect of that person:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property;
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Purchaser);
- (d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above;
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Purchaser reasonably deduces it is so subject);
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

**Lessee** means, in relation to a Receivable, the person or persons (other than the Agent, the Servicer or the Seller) who is obliged to make payments with respect to that Receivable, whether as a principal or secondary obligation.

**Lessee Receivable** means, in connection with a Lessee, a Receivable referred to in an Offer Letter in connection with that Lessee which is accepted by the Purchaser unless the Purchaser has ceased to have an interest in that Receivable in accordance with the Transaction Documents in connection with the Lessee.

**Material Adverse Effect** means, in connection with a Lessee:

- (a) (unless paragraph (b) applies) any event which materially and adversely affects the rights of, or the amount or timing of any payment due to be made to, the Purchaser in relation to that Lessee under the Transaction Documents; or
- (b) has the meaning given to it in the Supplemental Deed for that Lessee.

**Material Document** in connection with a Lessee, has the meaning given to it in the Supplemental Deed for that Lessee.

**NCCP** means the *National Consumer Credit Protection Act 2009* (Cth), including the National Credit Code set out in Schedule 1 of that Act.

**NCCP Regulations** means the *National Consumer Credit Protection Regulations 2010* (Cth).

**Offer Letter** means an offer letter substantially in the form of Schedule 2.

**Offer to Sell Back** means an offer to sell back substantially in the form of Schedule 4.

**Payment** means:

- (a) the periodic payments due from, and payable by, the Lessee under the Receivable Terms;
- (b) any insurance proceeds payable or received in relation to the Related Assets;
- (c) the proceeds of any sale of the Related Assets; and
- (d) all other sums due and to become due under the Related Assets including any sums payable by the Lessee on termination of the Receivable Terms.

**Potential Event of Default** means an event or circumstance which, with the passage of time, the giving of notice, the making of any determination or satisfaction of a condition or any combination of any of them, would become an Event of Default.

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

**Receivable** means any receivable, debt, financial asset (including without limitation a business loan or commercial loan) or any other receivable or other form of monetary obligation.

**Receivables Rights** has the meaning given in clause 2.4.

**Receivable Terms** means, in connection with a Receivable, any agreement or other document that evidences the Lessee's payment or repayment obligations or any other terms and conditions of that Receivable.

**Receiver** includes a receiver or receiver and manager.

**Related Assets** means, in respect of a Receivable, the assets or equipment leased by the Lessee which relate to those Receivables, together with all additions to the same and any replacements of the same.

**Related Body Corporate** has the meaning given to that term in the Corporations Act.

**Related Entity** has the meaning given to that term in the Corporations Act.

**Repurchase Price** in respect of a Lessee Receivable to be repurchased in accordance with clause 7 or in accordance with the terms of an Supplemental Deed in connection with a Lessee, has the meaning given to it in the Supplemental Deed for that Lessee.

**Security Interest** means any:

- (a) security interest as defined in section 12(1) or section 12(2) of the PPSA;
- (b) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;

- (c) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
- (d) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy;
- (e) third party right or interest or any right arising as a consequence of the enforcement of a judgment; or
- (f) agreement to create any of them or allow them to exist,

other than:

- (g) any Security Interest created under the Transaction Documents;
- (h) any Security Interest in favour of or created by any Lessee in relation to Related Assets under or as permitted by the Receivable Terms; or
- (i) any Security Interest in any Receivables Rights or Related Assets which is released or extinguished on or before the Settlement Date for those Receivables Rights or Related Assets.

**Servicer** has the meaning given to it in the Supplemental Deed for that Lessee.

**Servicer Termination Event** has the meaning given to it in the Supplemental Deed for that Lessee.

**Services** means servicing the Lessee Receivables in connection with each Lessee and the other services provided or to be provided by the Seller under the Supplemental Deed (if any) for that Lessee.

**Settlement Amount** in respect of the Receivables and related Receivable Rights and Related Assets identified in an Offer Letter in connection with a Lessee, has the meaning given to it in the relevant Supplemental Deed.

**Settlement Date** in respect of an Offer Letter or an Offer to Sell Back, means the date specified as the Settlement Date in the relevant Offer Letter or Offer to Sell Back.

**Supplemental Deed** in connection with a Lessee, means the supplemental deed for that Lessee entered into by the Purchaser and the Seller.

**Tax** means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

**Title Perfection Event** in connection with a Lessee, means the occurrence of any one or more of the following:

- (a) the occurrence of an Event of Default; or
- (b) any Insolvency Event occurs in respect of the Seller.

**Title Perfection Power of Attorney** means an irrevocable power of attorney from the Seller in favour of the Purchaser in substantially the form set out in Schedule 3.

**Transaction Documents** in connection with a Lessee means:

- (a) this document:

- (b) the Supplemental Deed for that Lessee;
- (c) each Offer Letter for that Lessee;
- (d) each Title Perfection Power of Attorney for that Lessee;
- (e) any other document so described in the Supplemental Deed for that Lessee;
- (f) any document amending any of the above; and
- (g) any other document agreed between the Purchaser and the Seller to be a Transaction Document for that Lessee.

## 1.2 Interpretation

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) References to a clause, schedule or annexure are to a clause of, or a schedule or annexure to, this document respectively. References to this document include its schedules and annexures and references in a schedule or part of a schedule to a paragraph are to a paragraph of that schedule or that part of that schedule respectively. Clause headings shall not affect the construction of this document.
- (b) References to this document or any other document or to any specified provision of this document or any other document are to this document, that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this document or that document and with the consent of the Purchaser in writing, as the case may be.
- (c) Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to a **person** include any individual, corporation, firm, partnership, joint venture, association, body of persons, organisation or trust (in each case whether or not having separate legal personality), and any executor, administrator or successor in law of the person.
- (d) References to statutes and subordinate legislation shall be construed as references to those statutes or that subordinate legislation as respectively replaced, amended or re-enacted from time to time.
- (e) A reference to:
  - (i) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (ii) a time is to Sydney time;
  - (iii) Australian dollars, dollars, \$, A\$ or AUD is a reference to the lawful currency of Australia; and
  - (iv) **property** or an **asset** includes any real or personal, present or future, tangible or intangible property or asset and any right, interest, revenue or benefit in, under or derived from the property or asset.
- (f) The word **company**, except where used in reference to the Seller, shall be deemed to include any corporation, firm, partnership, joint venture, association, organisation or other body of persons, whether incorporated or not incorporated and whether now existing or to be formed after the date of this document.

- (g) The words and phrases **other, including** and **in particular** shall not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- (h) Unless otherwise defined in this document, words defined in the GST Law have the same meaning in clauses concerning GST.
- (i) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.
- (j) An Event of Default in relation to a Lessee is "continuing" or "subsisting" if it has not been remedied or waived in accordance with the Transaction Documents in connection with that Lessee.

### 1.3 **Supplemental Deed**

- (a) If a term of a Supplemental Deed is inconsistent with any provision of this document, the Supplemental Deed shall prevail to the extent of the inconsistency, with respect only to the Lessee to which that Supplemental Deed relates.
- (b) A Supplemental Deed in relation to a Lessee may expressly amend any provision of this document with respect to that Lessee. This document shall be construed accordingly.

## 2. **OFFER TO SELL**

### 2.1 **Seller may make offer**

The Seller may make an offer to the Purchaser to sell Receivables Rights and Related Assets in accordance with clause 2.2.

### 2.2 **Requirements for an offer**

An offer to sell Receivables Rights and Related Assets must be made by way of an Offer Letter delivered to the Purchaser by no later than 12.00pm on the date which is three Business Days prior to the relevant Settlement Date (or such other time as may be agreed between the Seller and the Purchaser). An Offer Letter given to the Purchaser in accordance with this clause 2.2 is irrevocable.

### 2.3 **No obligation to offer or accept**

- (a) Nothing in this document or any other Transaction Document obliges:
  - (i) the Seller to give any Offer Letter; or
  - (ii) the Purchaser to accept any Offer Letter, even if all conditions precedent under the Transaction Documents in respect of the funding of the purchase of the relevant Receivables and Related Assets are or have been satisfied.
- (b) Unless otherwise agreed in writing between the Seller and the Purchaser, no contract for the sale or purchase of Receivables Rights or the Related Assets will arise unless and until the Purchaser accepts the offer contained in an Offer Letter in accordance with this document.



## 2.4 **Offer Letter**

Once given, an Offer Letter constitutes an offer by the Seller to assign to the Purchaser with effect from the Settlement Date, each of the Seller's:

- (a) right, beneficial title and interest in and to (collectively, the **Receivables Rights**):
  - (i) each Receivable identified in the Offer Letter; and
  - (ii) any other property or rights in relation to each such Receivable as may be specified in the Offer Letter, but excluding the Related Assets; and
- (b) right, title and interest in and to each Related Asset identified in the Offer Letter.

Identification of the Receivables Rights and Related Assets offered under the Offer Letter may be provided in the form of an attached computer file or other electronic medium provided that the Receivables Rights and the Related Assets the subject of the offer can be unambiguously identified by reference to the relevant Receivable at the time the Offer Letter is given.

## 2.5 **Seller representation**

The delivery of an Offer Letter constitutes a representation by the Seller to the Purchaser that all conditions precedent under the Transaction Documents (including this document) in respect of the sale of Receivables and Related Assets and the funding of the purchase of the Receivables and Related Assets are or will be satisfied by the time specified in clause 4.1.

## 3. **CONDITIONS PRECEDENT**

### 3.1 **Conditions precedent to giving notice**

The Seller may not offer to sell any Receivables Rights or Related Assets in an Offer Letter unless:

- (a) a Supplemental Deed has been entered into in relation to the Lessee to which the Offer Letter relates;
- (b) the Purchaser holds a current Authorised Representatives certificate in the form of schedule 5 to this document;
- (c) the conditions precedent, if any, to the giving of an Offer Letter set forth in the relevant Supplemental Deed are satisfied; and
- (d) no Event of Default, Servicer Termination Event or Title Perfection Event is subsisting or would result from the transactions contemplated under the Offer Letter.

To the extent that an Offer Letter is accepted in accordance with this document, a breach of this clause will not act to invalidate any assignment or transfer of a Receivables Rights or Related Assets pursuant to that Offer Letter.

### 3.2 **Benefit of conditions**

Each condition in this clause is for the sole benefit of the Purchaser.

#### 4. **ACCEPTANCE OF THE OFFER LETTER**

##### 4.1 **Payment of Settlement Amount**

The Purchaser may only accept an Offer Letter by paying the Settlement Amount in respect of that Offer Letter in cleared funds to the account specified by the Seller on the relevant Settlement Date.

##### 4.2 **Binding agreement**

Acceptance of an Offer Letter by the Purchaser in accordance with clause 4.1 will constitute:

- (a) a legal, valid and binding agreement between the Seller and the Purchaser on the terms contained in this document, the Supplemental Deed and the relevant Offer Letter; and
- (b) without any further act or instrument by the parties:
  - (i) an immediate assignment of the Seller's entire right, beneficial title and interest in each of the Receivables Rights specified in the Offer Letter; and
  - (ii) an immediate assignment and transfer of the Seller's entire legal and beneficial title and interest in each of the Related Assets specified in the Offer Letter.

##### 4.3 **Transfer and bailment**

- (a) It is acknowledged that prior to the exercise by the Purchaser of its rights under clause 9, any sale, transfer or assignment to the Purchaser of Receivables Rights under this document will take effect as an equitable assignment only.
- (b) The parties acknowledge and agree that:
  - (i) the sale, transfer and assignment of any Related Assets under this document will take effect as an absolute legal assignment and transfer; and
  - (ii) immediately and simultaneously upon the sale, transfer and assignment of any Related Assets to the Purchaser under this document, the relevant Related Asset will be made available for bailment to the relevant Lessee without the need for any further act or instrument on the part of the Purchaser, the Seller or any other person.

##### 4.4 **Sale not to amount to assumption of obligations**

Any sale of Receivables Rights in accordance with this document and an Offer Letter does not constitute an assumption by the Purchaser of any obligation or liability of the Seller or of any other person in relation to such Receivables.

In particular, the Seller retains the obligation to provide such other financial accommodation as the Seller was required to make or provide under such Receivables.

##### 4.5 **Future receivables**

Without limiting the effect of any assignment of any Receivables Rights occurring on the Purchaser accepting an Offer Letter in accordance with this document, the Seller's right, title and interest in respect of any such Receivables Rights arising on or after the relevant Settlement Date form part of the rights assigned to the Purchaser and, immediately

following such rights arising, vest in the Purchaser in accordance with the assignment of the Receivables Rights pursuant to this document.

**4.6 No ownership by the Seller**

It is the intention of the parties that the assignment of the Receivables Rights will constitute a sale of the Seller's right, beneficial title and interest in and to those Receivables Rights and those Receivables Rights will not comprise assets of the Seller in the event that an Insolvency Event occurs in respect of the Seller.

**4.7 Dealings with third parties**

The Seller must not expressly or by implication hold itself out as, or permit anyone else to hold it out as an agent, a partner, officer or employee of the Purchaser or do anything else which may lead any person to believe that it is an agent, a partner, officer or employee of the Purchaser. The Seller must ensure that none of its officers or employees does anything which the Seller is prohibited from doing under this clause.

**5. COLLECTION**

The parties agree and acknowledge that all Collections will be collected, paid and otherwise dealt with in accordance with the terms of the Supplemental Deed in connection with the relevant Lessee.

**6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

**6.1 Representations and warranties – Seller**

The Seller hereby represents and warrants to the Purchaser that:

- (a) it has been incorporated in accordance with the laws of its place of incorporation, is validly existing under those laws and has power and authority to own its assets and to carry on its business as it is now being conducted;
- (b) it has the power to execute, deliver and perform its obligations under the Transaction Documents to which it is a party and it has the power to carry out the transactions contemplated in such documents and all necessary corporate and other action has been or will be taken to authorise the execution, delivery and performance of the same;
- (c) the Transaction Documents to which it is a party constitute the valid and legally binding obligations of the Seller enforceable in accordance with the relevant terms;
- (d) its execution, delivery and performance of the Transaction Documents to which it is a party and the occurrence of the sale pursuant to an Offer Letter will not cause the Seller to be in breach of any agreement to which it is party which has or is reasonably likely to have a Material Adverse Effect, or of any applicable law or regulation binding upon the Seller or its directors or conflict with the provisions of its constituent documents;
- (e) it has in full force and effect the Authorisations necessary for it to:
  - (i) enter into the Transaction Documents to which it is a party, to exercise its rights and comply with its obligations under them; and
  - (ii) carry on its business as it is now being conducted;
- (f) it benefits by entering into the Transaction Documents to which it is a party;

- (g) no Insolvency Event has occurred in respect of it and there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;
- (h) it does not enter into any Transaction Document as trustee;
- (i) it has no immunity from the jurisdiction of a court or from legal process;
- (j) no litigation, arbitration or other proceedings are taking place or, to the best of its knowledge, are threatened against the Seller which would have an adverse effect on the rights of the Purchaser under the Transaction Documents;
- (k) no Receivables which are the subject of an Offer Letter are regulated by any Consumer Credit Legislation; and
- (l) the Seller has verified the identity of the relevant Lessee and will retain its verification records and will promptly provide to the Purchaser, on request, all information relating thereto which the Purchaser may reasonably require.

The representations and warranties in this clause 6.1 are taken to be also made (by reference to the then current circumstances) by the Seller on the date of each Offer Letter and on the relevant Settlement Date for that Offer Letter.

## 6.2 **Representations and warranties – Receivables**

On the date of the relevant Letter of Offer and on the relevant Settlement Date for that Offer Letter, the Seller represents and warrants to the Purchaser in respect of each Receivable referred to in the relevant Offer Letter:

- (a) at the time the Receivable Terms were entered into and at all times after that until immediately prior to the assignment of the relevant Receivable and Receivables Rights to the Purchaser, that Receivable, the Receivables Rights and related Receivable Terms complied in all material respects with applicable laws;
- (b) there is no fraud, dishonesty, material misrepresentation or negligence on the part of the Seller in connection with the selection and offer to the Purchaser of each Receivable;
- (c) all consents required in relation to the assignment of the Receivables Rights to the Purchaser in accordance with this document have been obtained and the Receivables Rights are assignable;
- (d) the assignment of the Receivables Rights to the Purchaser under this document is valid and binding on it and is enforceable against the Seller's creditors;
- (e) the assignment of the Receivable and Receivables Rights will not constitute a breach of the Seller's obligations or a default under any Security Interest granted by the Seller;
- (f) each Receivable is a valid and binding obligation of the Lessee, enforceable in accordance with its terms against the Lessee except to the extent that it is affected by applicable equitable principles and laws relating to insolvency and creditors' rights generally;
- (g) each Receivable has been serviced at all times prior to the relevant Settlement Date, as the case may be, materially in compliance with all applicable laws;
- (h) other than the Receivable Terms, there are no documents entered into by the Seller, the Agent or the Servicer and the Lessee in relation to the Receivable or the

Receivables Rights which would qualify or vary the terms of the Receivable in any material respect;

- (i) the Seller has undertaken appropriate "know your client" checks in connection with the relevant Lessee and has complied with all other money laundering regulations and any other applicable statutory requirements and applicable guidance;
- (j) no breach has occurred of any of the Receivable Terms whether on the part of the Seller or, on the part of the Agent, the Servicer or of the Lessee (as the case may be) which would affect the Lessee's obligations to make payments due to the Seller under the Receivable Terms;
- (k) the Seller has no reason to believe that any payments due to the Seller under the Receivable Terms on or after the relevant Settlement Date will not be paid by the Lessee in full in accordance with the terms of the Receivable Terms;
- (l) the Lessee does not have any cause to exercise or raise any right of set-off or counterclaim under the Receivable Terms or otherwise and no matter (whether in respect of the condition or functionality of the Related Assets, the performance by the Seller of its obligations or otherwise) exists which would enable a Lessee the right to withhold or delay or reduce any amounts due and payable under the Receivable Terms; and
- (m) the Seller has not sold or assigned (nor does any offer remain capable of acceptance to assign) the Receivables and related Receivables Rights to any other party nor are the Related Assets or the Receivables Rights subject to any Security Interests.

### 6.3 **Representations and warranties – Related Assets**

On the date of the relevant Letter of Offer and on the relevant Settlement Date for that Offer Letter, the Seller represents and warrants to the Purchaser in respect of each Related Asset related to the Receivables referred to in the relevant Offer Letter:

- (a) all information relating to the Related Assets which is known or would be known by a lessor in the normal course of conducting a business similar to the business conducted by the Seller which is material to be known by a prudent purchaser for value thereof, has been disclosed to the Purchaser in writing prior to the Seller delivering the Offer Letter;
- (b) the Seller owns the Related Assets free of Security Interest, and is entitled to and can (without the consent of the Lessee or any third party) assign with full title guarantee and free from all Security Interests its interest in and sell the Related Assets, and has and will pass to the Purchaser on payment of the Settlement Amount full legal and beneficial ownership in and good and marketable title thereto free and clear of all Security Interests;
- (c) the Related Assets exist, has been delivered to the Lessee and are acceptable to the Lessee in accordance with the terms of the Contract, and the Seller has not received written notice from the Lessee that the Related Assets are not acceptable to it or are not in accordance with the terms of the Contract;
- (d) none of the Related Assets are the subject of any agreement or option for the sale and purchase thereof in favour of any relevant Lessee or any other third party; and
- (e) there is no breach of the insurance requirements under the terms of the Contract.

#### 6.4 Requirement to repurchase

If any of the representations or warranties given pursuant to this clause 6 or as expressly set out in the Supplemental Deed or in any Offer Letter are breached, incorrect or misleading in any respect which the Purchaser considers to be material in connection with a Lessee Receivable and the related Receivable Rights and the Related Assets, then (without prejudice to any other rights and remedies which the Purchaser may have) the Purchaser may require the Seller to repurchase the Lessee Receivables and the related Receivable Rights and Related Assets to which such incorrect representations and warranties relate in accordance with clause 7 (such that the Purchaser requiring the Seller to make such a repurchase is deemed to be an Offer to Sell Back for the purposes of clause 7).

#### 6.5 Seller undertakings

The Seller undertakes to:

- (a) to do all things that are necessary or reasonably desirable to defend any material claim which questions the enforceability of a Lessee Receivable or the related Receivable Rights and Related Assets or which questions the ownership or interest of the Purchaser in the related Receivable Rights and Related Assets as equitable owner;
- (b) ensure that the Lessee Receivables are identified in the Seller's systems as sold and are tagged so as to enable the Lessee Receivables to be distinguished from any other receivables;
- (c) to comply in all material respects with all applicable laws in connection with:
  - (i) its dealings with Lessees;
  - (ii) its sale of any Lessee Receivable and related Receivable Rights and Related Assets in accordance with this document;
  - (iii) the origination and servicing of any Lessee Receivable;
- (d) not represent to others that it owns any Lessee Receivable for its own account, and it will deal with each Lessee Receivable only as permitted by this document;
- (e) to obtain, renew on time and comply with the terms of each authorisation necessary for it to enter into the Transaction Documents to which it is a party and to comply with its obligations under them and allow them to be enforced;
- (f) ensure that all records and receivables contracts relating to the Lessee Receivables (including the Receivable Terms and the Contracts) held in its custody are held securely by it and are accessible;
- (g) execute all documents and perform any act, matter or thing reasonably requested by the Purchaser and which are necessary to:
  - (i) perfect, protect or more fully evidence the assignment of the Receivables Rights to the Purchaser and the Purchaser's interest in each Receivable Right; and
  - (ii) protect and enforce the Purchaser's interest (including any security interest) in any Collections in connection with the Lessee Receivables and related Receivables Rights; and

- (iii) register the Purchaser's title and interest in the Related Asset with any Government Agency if such registration is required to evidence and give effect to the Purchaser's title and interest in such Related Assets under any applicable laws,

but nothing in this clause or elsewhere in this document requires the Seller (or permits the Purchaser) to take any steps referred to in clause 9.1 prior to the occurrence of a Title Perfection Event;

- (h) notify the Purchaser promptly upon actually becoming aware of:
  - (i) any representation or warranty made or taken to be made by the Seller under a Transaction Document in connection with a Lessee being materially incorrect when made or taken to be made;
  - (ii) any material breach by the Seller of its obligations under the Transaction Documents in connection with a Lessee;
  - (iii) any Servicer Termination Event, Event of Default or Title Perfection Event,in each case providing details of the relevant default and any step taken or proposed to remedy it;
- (i) notify the Purchaser as soon as it becomes actually aware of the details of any claim, dispute or action involving the Lessee, the Lessee Receivables or related Receivables Rights which is likely to have a Material Adverse Effect;
- (j) except as required by law or any binding order or directive or regulatory undertaking or as otherwise contemplated in the Transaction Documents of that Lessee, not create, attempt to create or consent to the creation of any Security Interest in respect of any Lessee Receivable or the Receivables Rights;
- (k) generally behave and perform in a manner that will not entitle the Lessee to exercise any right of set-off against payments due under the Receivable Terms;
- (l) at all times:
  - (i) not do anything which would entitle the Lessee to withhold, delay or reduce or be exonerated from paying amounts due under the Receivable Terms or any other sums due which may affect the Receivables Rights;
  - (ii) not amend, vary or waive any of the terms of the Contract or the Receivables Terms in respect of any Lessee Receivables or purport to do the same without the prior written consent of the Purchaser;
  - (iii) not agree to the novation or assignment of all or any of its rights or obligations under the Contract or of all or any of the Lessee's rights and obligations under the Contract without the prior written consent of the Purchaser;
  - (iv) not accept any act of repudiation of the Contract without the Purchaser's prior written consent;
  - (v) not exercise any right of termination of or under the Contract except where instructed in writing by the Purchaser to do so and then to do so strictly and promptly in accordance with the Purchaser's instructions;
  - (vi) not agree to the Lessee's request to upgrade or exchange any Related Asset without the Purchaser's prior written consent and where such consent is

given only to agree to such request strictly in accordance with the Purchaser's written instructions; and

- (vii) not agree to the Lessee's request for termination of the Contract without the Purchaser's prior written consent and where such consent is given only to agree to such request strictly in accordance with the Purchaser's written instructions and to use its best endeavours to recover any payment due on termination of the relevant Contract;
- (m) inform the Purchaser immediately in writing if it becomes aware of any disputes or breach in relation to any Contract;
- (n) inform the Purchaser of any event of default (howsoever described) by the Lessee in writing immediately on becoming aware of the same and to act promptly in accordance with the Purchaser's written instructions in relation to the same;
- (o) provide to the Purchaser all information regarding the Lessee, the Receivable Terms and the Related Assets and any hardware, software and services to be provided pursuant to the Contract which the Purchaser may at any time reasonably require;
- (p) notify the Purchaser of any request by the Lessee for any variation of the terms of the Receivable Terms and take and promptly implement the instructions of the Purchaser in respect thereof;
- (q) promptly notify the Purchaser if the Lessee makes a request to assign the benefit of the Receivable Terms to another party, and not to agree to such request without the prior written consent of the Purchaser, and ensure that the Lessee or the Lessee's assignee executes such other documents as the Purchaser may require in relation to such assignment; and
- (r) promptly provide the Purchaser with a copy of any material written notice which the Seller has received from a Lessee in relation to any Receivable Terms.

The Purchaser acknowledges and agrees that the Seller is only required to comply with the Purchaser's directions or requirements in relation to Receivables Terms or Contracts under this clause 6.5 to the extent that the Seller has the right to do so under the terms of the Material Documents and to do so would not give rise to a breach of any law.

## 6.6 **Negative Covenants**

The Seller must not:

- (a) except as otherwise provided in the Transaction Documents in connection with a Lessee, sell, assign or otherwise dispose of, direct anyone to create, or create or allow to exist any Security Interest or purported Security Interest with respect to the Lessee Receivables, Receivables Rights and Related Assets or any right to receive income in respect of the Lessee Receivables, Receivables Rights and Related Assets; or
- (b) do or omit to be done anything that would make the Lessee Receivables subject to any contractual or other right of set-off exercisable by the Lessee.

## 6.7 **Purchaser undertakings**

Subject at all times to the terms of the Transaction Documents, the Purchaser undertakes that, in relation to any Related Asset that is bailed to a Lessee under a Contract, it will continue to allow that Related Asset to be made available to the relevant Lessee on the



terms of the Contract and will not interfere with the Lessee's possession of the Related Assets unless the relevant Contract allows it.

**6.8 Continuing representations, warranties and undertakings**

The representations, warranties and undertakings contained in this clause 6 shall survive the termination or expiry by effluxion of time of the Receivable Terms and the Transaction Documents.

**7. REPURCHASE**

**7.1 Offer to Sell Back**

- (a) The Purchaser may make an offer to the Seller to sell Lessee Receivables and related Receivable Rights and Related Assets in accordance with this clause 7.1. An offer to sell Lessee Receivables and related Receivable Rights and Related Assets must be made by way of an Offer to Sell Back prepared and executed by the Purchaser. The Offer to Sell Back must be delivered to the Seller on or before the relevant Settlement Date specified in the relevant Offer to Sell Back (or such other time as may be agreed between the Purchaser and the Seller).
- (b) Nothing in this document obliges the Purchaser to give any Offer to Sell Back or the Seller to accept any Offer to Sell Back.
- (c) Once given, an Offer to Sell Back constitutes an offer to assign to the Seller with effect from the commencement of business on the relevant Settlement Date specified in that Offer to Sell Back the Purchaser's right, title and interest in and to the Lessee Receivables and related Receivable Rights specified in the Offer to Sell Back and related Receivable Rights and Related Assets.
- (d) The Seller may accept an Offer to Sell Back by paying the Repurchase Price specified in the Offer to Sell Back in cleared funds to the Collections Account of the Purchaser in connection with the relevant Lessee on the relevant Settlement Date.
- (e) On receipt in the Collections Account (in cleared funds) of the Repurchase Price for Lessee Receivables and related Receivable Rights and Related Assets specified in an Offer to Sell Back on the relevant Business Day of receipt and without any further act or instrument by the parties:
  - (i) if title to the Lessee Receivable has not been perfected, the Purchaser's entire right, title and interest in the Lessee Receivable and related Receivable Rights and Related Assets will be extinguished in favour of the Seller with legal title to the Lessee Receivable and Related Assets on that Business Day; and
  - (ii) if title to the Lessee Receivable has been perfected, the Purchaser assigns to the Seller on that Business Day the relevant Lessee Receivables and related Receivable Rights and Related Assets,

in each case the Seller will be responsible for any Taxes and Costs of the Purchaser payable in connection with such extinguishment or assignment and the Seller must promptly indemnify the Purchaser for any Tax that the Purchaser is liable to pay in connection with such extinguishment or assignment.

**7.2 No representation**

No representation or warranty will be given by the Purchaser to the Seller in relation to a Lessee Receivable or related Receivable Rights and Related Asset that is repurchased by the Seller under this clause 7 except that the Lessee Receivable, related Receivable Rights

and Related Asset are assigned with such title as the Purchaser received from the Seller and free from all Security Interests created by the Purchaser.

## 8. **INDEMNITY**

### 8.1 **General indemnity**

The Seller indemnifies the Purchaser from and against liability, loss, costs, charges and expenses arising from or incurred in connection with:

- (a) a breach of representation or obligation by the Seller under any Transaction Document;
- (b) any dispute, claim or equity asserted by any person (other than the Purchaser) in connection with the Purchaser's interest in the Related Assets;
- (c) the commingling of Collections by the Seller at any time with other funds;
- (d) the failure to effect a sale by the Seller to the Purchaser of any Related Asset which is the subject of an accepted Offer Letter;
- (e) a Servicer Termination Event; and
- (f) any fraud or negligence on the part of the Seller or any of its agents or delegates,

except to the extent caused or contributed by the fraud, gross negligence or wilful misconduct of the Purchaser.

The Seller has no liability for any obligation of a Lessee or a Lessee failing to perform any obligation under any Receivables Terms and nothing in the Transaction Documents in connection with a Lessee constitutes a guarantee or similar obligation by the Seller of any Lessee Receivable or any Lessee.

### 8.2 **Indemnity if conditions precedent not satisfied**

If:

- (a) the Purchaser enters into or has put in place any funding arrangements to pay the Settlement Amount in respect of an Offer Letter which has been delivered by the Seller under this document; and
- (b) then, any condition precedent under the Transaction Documents in respect of the funding of the purchase of the relevant Receivables and Related Assets have not been satisfied (or waived in writing) prior to midday on the relevant Settlement Date,

the Seller must indemnify the Purchaser from and against all Break Costs incurred by the Purchaser as a result of the Offer Letter not being accepted on the Settlement Date.

## 9. **TITLE PERFECTION EVENTS**

### 9.1 **Power of Attorney**

Prior to the occurrence of a Title Perfection Event the Purchaser must not:

- (a) take any step to perfect the Purchaser's interest in, and title to, the Lessee Receivables; or

- (b) disclose any information in respect of any sale, transfer or assignment under this document, or give any notice to, or communicate with, any relevant Lessee, except in accordance with the relevant Transaction Documents,

provided that nothing in this clause prohibits the Purchaser from taking any action under the PPSA which is contemplated by the Transaction Documents.

## 9.2 **Seller to assist**

Following the occurrence of a Title Perfection Event, the Seller will at its expense and upon request by the Purchaser:

- (a) promptly give notice in a form acceptable to the Purchaser to any Lessee and any other relevant person of the assignment of the relevant Lessee Receivables to the Purchaser pursuant to this document and if requested by the Purchaser, direct that payments in respect of the Lessee Receivables be made to the account required by the Purchaser;
- (b) collect all of the documents, instruments and other records (including computer software, to the extent that the collection of such is not illegal) which evidence the Lessee Receivables or any payments made in respect of them or which are otherwise necessary to evidence and collect and enforce remedies in respect of such Receivables, and provide access to the records and the computer software to the Purchaser (or as it may direct); and
- (c) execute all such documents and do all such acts and things as the Purchaser may reasonably require to assist the Purchaser to protect or perfect the Purchaser's interest in and title to the relevant Lessee Receivables.

## 9.3 **Title Perfection Indemnity**

The Seller indemnifies the Purchaser against all liability and loss arising from and any costs, damages, charges and expenses incurred in connection with the Purchaser perfecting its interest in and title to the Lessee Receivables after a Title Perfection Event has occurred in connection with the relevant Lessee, including all registration fees, stamp duty, legal fees and disbursements and the cost of preparing and transmitting all necessary documentation.

## 10. **AGENTS**

### 10.1 **Indemnity**

The Seller indemnifies the Purchaser for liability, loss, costs, charges and expenses arising from, or incurred as a result of the Agent failing to comply with the Material Documents.

### 10.2 **Limitation on recourse**

The Purchaser agrees that the amount it can recover from the Seller pursuant to the indemnity under clause 10.1:

- (a) is reduced by any amount that the Purchaser recovers in respect of the relevant liability, loss, cost, charge or expense directly from the Agent; and
- (b) is limited to the amount the Seller is able to recover in respect of the relevant liability, loss, cost, charge or expense by exercising the Seller's rights against the Agent.

11. **NO CONFLICT**

The Seller and any of its Related Entities may:

- (a) engage in any kind of banking, trust or other business with the Purchaser or any of their Related Entities; and
- (b) accept fees and other consideration from the Purchaser or any of their Related Entities for services in connection with the Transaction Documents or any other arrangement,

without having to account to the Purchaser for any income they derive in doing so.

The Seller and any of its Related Entities are released from any obligation they might otherwise have to the Purchaser in relation to these matters.

12. **EXPENSES**

The Seller must pay its own expenses incurred in connection with performing its obligations under the Transaction Documents.

13. **NOTICES**

13.1 **How to give a notice**

- (a) A notice, consent or other communication under any Transaction Document is only effective if it is:
  - (i) in writing, signed by or on behalf of the person giving it;
  - (ii) addressed to the person to whom it is to be given in accordance with its details set out in the Transaction Documents or as specified to the sender by the party by notice; and
  - (iii) given in one of the following ways:
    - (A) sent by email to the email address specified by the recipient as set out for that party in the Transaction Documents or as specified to the sender by the party by notice;
    - (B) sent by prepaid mail (by airmail, if the address is overseas) or delivered to that person's address;
    - (C) given personally; or
    - (D) given in any other manner permitted by law.
- (b) If the sender is a company, any such notice or other communication (other than by email) must be signed by an Authorised Representative of the sender.

13.2 **When a notice is given**

- (a) Any communication under or in connection with a Transaction Document may be sent to a party by email and will be effective or delivered only:
  - (i) if it is sent by email to the email address specified by the recipient as set out for that party in the Transaction Documents or as specified to the sender by the party by notice, unless for each of the addresses, the sender receives an automatic notification that the e-mail has not been received (other than an

out of office greeting for the named addressee) and it receives the notification before four hours after the last to occur (for all addresses) of:

- (A) dispatch, if it is received during business hours in the city of the address; or
  - (B) if not received during business hours in the city of the address, the next opening of business in such city;
- (ii) upon the sender receiving a message from the intended recipient's information system confirming delivery of the email;
  - (iii) upon the email being available to be read at one of the email addresses specified by the sender; and
  - (iv) when the email is in an appropriate and commonly used format, and any attached file is a pdf, jpeg, tiff or other appropriate and commonly used format.
- (b) Any such notice or other communication is regarded as being given by the sender and received by the addressee:
- (i) if by delivery in person, when delivered to the addressee; or
  - (ii) if by post, on delivery to the addressee,
- but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day.
- (c) Any such notice or other communication can be relied on by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

#### 14. **PAYMENTS**

Each party agrees to make payments (including by way of reimbursement) under each Transaction Document:

- (a) into an account in Australia notified by the recipient in writing;
- (b) on the due date (or, if that is not a Business Day, on the next Business Day); and
- (c) in Australian dollars in immediately available funds; and
- (d) in full without set-off or counterclaim, and without any deduction in respect of Taxes unless prohibited by law.

If a party directs the other party to pay a particular party or in a particular manner, the payer is taken to have satisfied its obligation to the payee by paying in accordance with the direction.

#### 15. **CONFIDENTIALITY**

The Seller hereby undertakes to the Purchaser and the Purchaser hereby undertakes to the Seller that it will not during the continuance of this document or afterwards (unless authorised in writing to do so by the other or by a court of competent jurisdiction) use for its own benefit or the benefit of any other person or disclose to any person, any confidential information relating to this document.

16. **GST**

16.1 **Terms used in this clause**

In this clause:

- (a) any reference to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* is, unless the context indicates otherwise, a reference to that term as defined or used in the GST Act;
- (b) a reference to GST payable by or input tax credit of a party includes the corresponding GST payable by or input tax credit of the representative member of the GST group of which that party is a member; and
- (c) the term 'Excess GST' has the meaning given to that term in section 142-10 of the GST Act.

16.2 **GST exclusive**

Unless otherwise indicated all amounts referred to in the Transaction Documents are exclusive of GST.

16.3 **GST-free going concern**

- (a) The parties agree that the supply of the Receivables Rights and Related Assets subject to the leases constitutes the supply of a going concern and to the understanding of the parties is accordingly GST free.
- (b) The Purchaser warrants that it will be registered or required to be registered for GST at Completion/Settlement.
- (c) Notwithstanding the understanding of the parties as expressed in clause 16.3(a), if for any reason the sale of the Related Assets is not accepted by the Commissioner in its entirety as a GST-free supply of a going concern, and the Commissioner determines that the supply is not input taxed:
  - (i) the purchaser must pay to the vendor an amount equal to the amount of the GST payable by the vendor in respect of the supply within 14 days after the Commissioner confirms the vendor's liability to GST in an assessment or correspondence; and
  - (ii) the vendor must give the purchaser a copy of the assessment or correspondence from the Commissioner and issue a tax invoice as a precondition to payment under clause 16.3(c)(i).

16.4 **GST pass on**

If GST is or will be payable on a supply made under or in connection with under a Transaction Document, to the extent that the consideration otherwise provided for that supply under the Transaction Document is not stated to include an amount in respect of GST on the supply:

- (a) the consideration otherwise provided for that supply under the Transaction Document is increased by the amount of that GST; and
- (b) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the supplier.

#### 16.5 **Later adjustment to price or GST**

If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier:

- (a) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving 7 days written notice; or
- (b) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply.

#### 16.6 **Tax Invoices and Adjustment Notes**

The right of the supplier to recover any amount in respect of GST under a Transaction Document on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the recipient.

#### 16.7 **Withholding**

All payments made under a Transaction Document are subject to any withholding required by law.

#### 16.8 **Reimbursements and indemnities**

Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under a Transaction Document must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.

#### 16.9 **Division 135 indemnity**

The Seller indemnifies the Purchaser from any GST liability and reasonable costs in the event that the Commissioner determines that a Division 135 adjustment arises for the Purchaser so long as:

- (a) The Purchaser provides the Seller with all correspondence received from the Commissioner with regard to this Agreement or any Transaction Document within 5 business days of receipt; and
- (b) The Purchaser does not respond to the Commissioner in relation to any correspondence referred to in 16.9(a) without the Seller reviewing and agreeing to the response (such agreement not to be unreasonably withheld); and
- (c) The Seller will have the full carriage of any review or audit of the GST treatment of the supplies under this Agreement and any Transaction Document. For the avoidance of doubt, the Seller's carriage of such a review or audit will only arise to the extent (or if) the review or audit raises questions regarding the GST treatment of the transactions, or transactions of the kind contemplated under this Agreement or Transaction Document as they relate to the Seller.

### 17. **AML/CTF LAW OBLIGATIONS**

#### 17.1 **No breach of AML/CTF Law**

- (a) Each party must ensure that it does not and does not knowingly cause another party to breach any AML/CTF Law in Australia affecting it or any other party.

- (b) If a party becomes aware that it has not complied clause 17.1(a), the party must, to the extent permitted by law, immediately notify each other party of the breach.

#### 17.2 **Collection of information**

- (a) Each party ("**Disclosing Party**") must give any other party ("**Receiving Party**") and any agent or other service provider of the Receiving Party (each an "**agent**" in clause 17.3) on request, any document or other information the Disclosing Party has which is requested for the purposes of compliance with any AML/CTF Law in any jurisdiction including any identification or verification or transaction monitoring check or procedure under any AML/CTF Law in that jurisdiction affecting the Receiving Party or a Related Body Corporate of the Receiving Party or any of its assets.
- (b) A party does not breach this document where it fails to provide any document or information under this clause 17.2 because it is prevented by a legal obligation (including confidentiality restrictions) from disclosing the document or information. However, clause 17.4(a)(i) will apply.

#### 17.3 **Acknowledgement by Disclosing Party**

Each Disclosing Party acknowledges that:

- (a) if information or documents are collected by the Receiving Party's agent, the agent may give the information or documents to the Receiving Party;
- (b) the Receiving Party may in its absolute discretion use information or documents provided by the Disclosing Party for the purposes of clause 17.2 in any way the Receiving Party thinks is necessary for the purposes of any AML/CTF Law in any jurisdiction; and
- (c) the Receiving Party may in its absolute discretion disclose any information or document provided by the Disclosing Party for the purposes of any AML/CTF Law in any jurisdiction including a disclosure to any person authorised under any AML/CTF Law in that jurisdiction to receive that information and any agent or Related Body Corporate of the Receiving Party.

#### 17.4 **Failure to comply with obligations**

- (a) This clause 17.4 applies if:
  - (i) a party (a "**Suspected Party**") does not meet a request, or otherwise comply with its obligations, under clauses 17.1, 17.2 or 17.3; or
  - (ii) a party reasonably suspects that another party (a "**Suspected Party**") is in breach of any AML/CTF Law in any jurisdiction affecting the Suspected Party or any of its assets.
- (b) If this clause 17.4 applies, each party may, without limitation to clauses 17.1, 17.2 or 17.3, do any one or more of these things:
  - (i) take any action reasonably necessary to enable it to comply with any AML/CTF Law in the relevant jurisdiction (including where reasonable, ceasing, delaying or blocking any payment to or dealing with the Suspected Party); and/or
  - (ii) give any information about any transaction or activity involving the Suspected Party, its directors, employees or agents to any person



authorised under the relevant AML/CTF Law in the relevant jurisdiction to receive that information,

provided that this clause does not relieve the Purchaser of its payment obligations under the Transaction Documents.

- (c) To the maximum extent permitted by law, each party releases each other party from any confidentiality, privacy or general trust law obligations that they may otherwise owe to one another to the extent that the existence of these obligations would otherwise prevent them from providing any information or documents requested in accordance with this clause 17.4.

## 18. GENERAL

### 18.1 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, any Transaction Document which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, any Transaction Document which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

### 18.2 Waivers

- (a) A waiver of any right arising from a breach of a Transaction Document or of any right arising on default under a Transaction Document or on the occurrence of an Event of Default must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of:
  - (i) a right arising from a breach of a Transaction Document or the occurrence of an Event of Default; or
  - (ii) a right created or arising on the occurrence of an Event of Default,does not result in a waiver of that right.
- (c) A party is not entitled to rely on a delay in the exercise or non exercise of a right arising from a breach of a Transaction Document or on a default under a Transaction Document or on the occurrence of an Event of Default as constituting a waiver of that right.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right by that other party.
- (e) This clause 18.2 may not itself be waived except in writing.

### 18.3 Cumulative rights

The rights and remedies provided in a Transaction Document are cumulative and not exclusive of any rights or remedies provided by law independently of the Transaction Document.

18.4 **Code of Banking Practice**

The parties agree that the Code of Banking Practice does not apply to any Transaction Document or any transaction or service under any Transaction Document.

18.5 **Counterparts**

This document may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document.

18.6 **Governing law and jurisdiction**

This document is governed by, and shall be construed in accordance with, the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

18.7 **Service of documents**

Without preventing any other method of service, any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) in relation to this document or any other Transaction Document may be served on a party by being delivered to or left at that party's address for service of notices in accordance with clause 13.

## SCHEDULE 1

### Notice details

<b>Seller</b>	<b>Flexirent Capital Pty Ltd</b>
Address	Level 7 179 Elizabeth Street Sydney NSW 2000
Attention	Group Treasurer
Phone	+61 2 8905 2625
Email	treasury@flexirent.com

<b>Purchaser</b>	<b>SMBC Leasing and Finance, Inc. Sydney Branch</b>
Address	Level 40, The Chifley Tower, 2 Chifley Square, Sydney NSW 2000, Australia
Attention	Michael Timpany / Mathew Browne
Phone	+61-2-9376-1800
Email	<a href="mailto:michael_timpany@au.smbc.co.jp">michael_timpany@au.smbc.co.jp</a> / <a href="mailto:mathew_browne@au.smbc.co.jp">mathew_browne@au.smbc.co.jp</a>

Copy to:

Attention	Lease Administration Team
Phone	+442077861741
Email	<a href="mailto:leaseadmin@gb.smbcgroup.com">leaseadmin@gb.smbcgroup.com</a>

## SCHEDULE 2

### Form of Offer Letter

#### Offer Letter

To: SMBC Leasing and Finance, Inc. Sydney Branch  
[insert address]  
Attention: [●]

[insert date]

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

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the *[insert name of Lessee]*.
2. The details of the Receivables and Related Assets which are offered for sale are set out in the spreadsheet annexed to this Offer Letter. The Receivables Rights in respect of the Receivables include (without limitation), in respect of the *[specific contract]*, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant 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 relevant Contract or Receivable Terms (insofar as it relates to the Payments).
3. The Settlement Date is [●].
4. The Settlement Amount is \$[●].
5. The Settlement Amount is to be paid to the following account:

*[insert relevant account details]*
6. 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.

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*[insert name]* being an Authorised Representative of Flexirent Capital Pty Ltd ABN 93 064 046 046.

### SCHEDULE 3

#### Form of Title Perfection Power of Attorney

##### Title Perfection Power of Attorney

This deed poll is made on [●]

By

**Flexirent Capital Pty Ltd** ABN 93 064 046 046 having an office at [insert address] ("**Principal**")

#### 1. DEFINITIONS

In this deed poll the following definitions apply unless the context requires otherwise.

**Lessee Receivable** has the meaning given to it in any relevant Supplement Deed.

**MRASA** means the document entitled "Master Receivables Acquisition and Servicing Agreement" dated on or about [\*] 2018 between the Principal and the Purchaser.

**Purchaser** means SMBC Leasing and Finance, Inc. Sydney Branch ABN 88 327 596 442.

**Receivables Rights** has the meaning given to it in the MRASA or in any relevant Supplement Deed.

**Supplemental Deed** means any document so entitled issued under the MRASA between, among others, the Principal and the Purchaser.

**Title Perfection Event** means each event defined as a 'Title Perfection Event' in the MRASA or in any relevant Supplement Deed.

#### 2. APPOINTMENT

For valuable consideration, and by way of security, the Principal appoints each director from time to time of the Purchaser and each officer of the Purchaser whose title includes the word or words 'head of', 'manager', 'counsel', 'managing director', 'director' or 'attorney-in fact' severally as the attorney of the Principal (each an **Attorney**).

#### 3. RELIANCE ON APPOINTMENTS

Any person, including, but not limited to, a firm, body corporate, unincorporated association or authority (including any registration authority in New South Wales, Australia or elsewhere), dealing with an Attorney or a person purporting to be an Attorney under this deed poll, is:

- (a) entitled to rely on execution of any document by an Attorney as conclusive evidence that:
  - (i) the Attorney holds the office set out in this deed poll;
  - (ii) the deed poll has come into effect;
  - (iii) the deed poll has not been revoked; and
  - (iv) the right or power being exercised or being purported to be exercised is properly exercised and that the circumstances have arisen to authorise the exercise of that right and power; and
- (b) not required to make any inquiries in respect of any of the above matters.

#### 4. **POWERS**

##### 4.1 **Powers of an Attorney**

Subject to clause 4.2, each Attorney is empowered to deal with any Lessee Receivable and Receivable Rights as if the Attorney was the Principal, including:

- (a) to execute and deliver any documents or perform any act, matter or thing necessary to protect and enforce all the Purchaser's interest in the Lessee Receivable and Receivable Rights and to execute and give any notice to a Lessee of the Purchaser's interest in the Lessee Receivable and Receivable Rights;
- (b) to institute, proceed with, defend or compromise any legal proceedings against or with any person in relation to the Lessee Receivable and Receivable Rights;
- (c) to demand, collect and receive from any person any moneys payable, owing or due to the Principal under or in relation to any Lessee Receivable and Receivable Rights;
- (d) to execute any conveyance, transfer or other document in respect of the Lessee Receivable and Receivable Rights;
- (e) perform any other material act, matter or thing reasonably necessary or desirable to preserve or enforce the rights of the Purchaser in relation to any Lessee Receivable and Receivable Rights;
- (f) give effect to the transactions contemplated by the MRASA and any Supplemental Deed, including, but not limited to, completing blanks and making amendments, alterations or additions considered necessary or desirable by the Attorney;
- (g) appoint one or more substitute attorneys to exercise one or more of the powers given to the attorney and to revoke any of those appointments and in this deed poll "**Attorney**" includes a substitute attorney appointed under this clause; and
- (h) stamp and register this deed poll.

##### 4.2 **Time when powers may be exercised**

An Attorney may only act under this deed poll if 2 directors, a director and a secretary, or an attorney-in fact of the Purchaser have certified to the Attorney that a Title Perfection Event has occurred and is subsisting.

#### 5. **USE OF NAME**

An Attorney may exercise its powers under this deed poll in the name of the Principal or in the name of the Attorney and as the act of the Principal.

#### 6. **BENEFIT TO ATTORNEY**

An Attorney may exercise its powers under this deed poll even if the Attorney benefits from the exercise of that power.

7. **PRINCIPAL BOUND**

The Principal declares that the Principal and any person (including, but not limited to a substitute or assign) claiming under the Principal are bound by anything that the Attorney does in exercising powers under this deed poll.

8. **DECLARATIONS**

The Principal declares:

- (a) that all acts, matters and things done by an Attorney in exercise of its powers under this deed poll will be as good and as valid as if they had been done by the Principal.
- (b) that this deed poll is given for valuable consideration and by way of security and is irrevocable from the date of this deed poll.

9. **RATIFICATION**

The Principal undertakes to ratify and confirm any act of an Attorney in exercise of its powers under this deed poll.

10. **NO WARRANTY**

The exercise by an Attorney of any power under this deed poll does not connote:

- (a) a warranty, express or implied, on the part of the Attorney as to:
  - (i) the Attorney's authority to exercise the power; or
  - (ii) the validity of this deed poll; or
- (b) an assumption of personal liability by the Attorney in exercising the power.

11. **INDEMNITY**

The Principal indemnifies each Attorney against all claims, demands, losses, damages, costs and expenses however suffered or incurred by the Attorney in respect of the proper exercise of any of its powers under this deed poll.

12. **REGISTRATION AND STAMPING**

The Purchaser or any Attorney may register and stamp this deed poll in any Australian jurisdiction in which it must be registered and stamped to ensure its enforceability and validity for the purposes of this deed poll.

The Principal must do all things necessary to ensure such registration and stamping of this deed poll in any Australian jurisdiction in which it must be registered and stamped to ensure its enforceability and validity for the purposes of deed poll and reimburse the Purchaser or the Attorney for any costs of registration or stamping.

13. **GOVERNING LAW**

This deed poll is governed by the law in force in New South Wales. The Principal irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. The principal waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

**EXECUTED AS A DEED POLL**

**EXECUTED** by **FLEXIRENT CAPITAL PTY LTD** ABN 93 064 046 046 in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name



**SCHEDULE 4**

**Form of Offer to Sell Back**

**Offer to Sell Back**

To: Flexirent Capital Pty Ltd  
[Insert address]  
Attention: [●]

[insert date]

**Offer to Sell Back – Master Receivables and Assets Purchase Agreement between Flexirent Capital Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated [●] ("MRASA")**

The Purchaser gives notice as follows:

1. This is an Offer to Sell Back in connection with [*insert name of Lessee*].
2. The [spreadsheet annexed to this Offer to Sell Back] sets out the details of the Lessee Receivables and Related Assets which are offered for sale.
3. The Settlement Date is [●].
4. The Repurchase Price is \$[●].
5. The Repurchase Price is to be paid to the following account:  
  
[*insert relevant account details*]

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

---

[*insert name*] being an Authorised Representative of SMBC Leasing and Finance, Inc. Sydney Branch ABN 88 327 596 442.

**SCHEDULE 5**

**Form of Authorised Representative Certificate**

**From: FLEXIRENT CAPITAL PTY LTD** (ABN 93 064 046 046) (**Seller**)

**To: SMBC LEASING AND FINANCE, INC. SYDNEY BRANCH** (ABN 88 327 596 442) (**Purchaser**)

**Master Receivables Acquisition and Servicing Agreement dated \_\_\_\_\_ 2018 between the Purchaser and the Seller (MRASA)**

We refer to the MRASA. Terms used in the MRASA have the same meaning in this certificate unless given a different meaning in this certificate.

We, \_\_\_\_\_, each an attorney of the Seller duly authorised by the Seller to give this certificate certify as follows:

- (a) Each of the representatives of the Seller designated below is a duly qualified and acting Authorised Representative of the Seller in the capacity indicated below, and the signature appearing beside the name of the Authorised Representative is the true and genuine signature of that person.

Name	Position	Signature	Date of Birth
------	----------	-----------	---------------

- (b) Each Authorised Representative has full power and authority to act severally on behalf of the Seller in relation to the MRASA and each other Transaction Document.

- (c) By completing and signing this certificate, the Authorised Representative acknowledges that the Purchaser may verify the identity of each Authorised Representative and carry out any "know your customer" check (or similar requirement) in respect of each Authorised Representative to the Purchaser's satisfaction.

**Date:**

**SIGNED, SEALED AND DELIVERED** for **FLEXIRENT CAPITAL PTY LTD** by its attorneys under power of attorney dated \_\_\_\_\_ in the presence of:

\_\_\_\_\_  
Signature of attorney

\_\_\_\_\_  
Signature of attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

**EXECUTED** as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**SELLER**

**EXECUTED** by **FLEXIRENT CAPITAL PTY LTD** ABN 93 064 046 046 in accordance with section 127(1) of the *Corporations Act 2001* (Cth):



\_\_\_\_\_  
Signature of director

**Ross Aucutt**  
**Chief Financial Officer**  
\_\_\_\_\_  
Name



\_\_\_\_\_  
Signature of director/~~secretary~~

**Matt Beaman**  
**Group General Counsel**  
\_\_\_\_\_  
Name

**PURCHASER**

**SIGNED, SEALED AND DELIVERED** for  
**SMBC LEASING AND FINANCE, INC.**  
**SYDNEY BRANCH** by its attorney in the  
presence of:



\_\_\_\_\_  
Signature of witness

*TAKU KIMURA*  
\_\_\_\_\_  
Name of witness



\_\_\_\_\_  
Signature of attorney

*L. BURCHER*  
\_\_\_\_\_  
Name of attorney



## Supplemental Deed

Flexirent Capital Pty Ltd

ABN 93 064 046 046

and

SMBC Leasing and Finance, Inc. Sydney Branch

ABN 88 327 596 442

Supplemental Deed in relation to Veolia  
Environmental Services (Australia) Pty Ltd

2 August 2018

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**THIS DEED** is made on

2 August

2018

**BETWEEN:**

- (1) **Flexirent Capital Pty Ltd** ABN 93 064 046 046 (**Seller**); and
- (2) **SMBC Leasing and Finance, Inc. Sydney Branch** ABN 88 327 596 442 (**Purchaser**).

**RECITALS:**

This document is supplemental to the MRASA and applies in connection with the Receivables Rights and Related Assets in connection with the Lessee which may be offered for sale by the Seller and acquired by the Purchaser in accordance with the MRASA and this Supplemental Deed.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

Unless otherwise defined in this document, words and phrases defined in the MRASA have the same meaning where used in this document. In the event of any inconsistency between a term defined in the MRASA and this document, the term defined in this document will prevail in this document.

**Agent Side Letter** means the side letter dated on or about the date of this document between the Seller, the Purchaser and the Agent.

**Agent** means Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364).

**Agent Termination Event** means any of the following events unless waived in writing by the Purchaser:

- (a) the Agent fails to remit Collections to the Collections Account when due in accordance with this document and such failure is not remedied within 2 Business Days (or such longer period as the Purchaser may agree) of the Seller or Agent becoming aware of such failure (unless the Agent demonstrates to the reasonable satisfaction of the Purchaser that such failure to remit was the result of a bank error, banking system failure or delays caused by third parties outside of the control of the Agent);
- (b) the Agent does not comply with any obligation under the Material Documents which it is a party to where such breach has had or would be reasonably likely to have a Material Adverse Effect and such breach is not remedied within 15 Business Days (or such longer period as the Purchaser may agree);
- (c) any representation or warranty made by the Agent in any Material Document is incorrect or misleading when made and such breach has had or would be reasonably likely to have a Material Adverse Effect and such breach is not remedied within 15 Business Days (or such longer period as the Purchaser may agree);
- (d) it is unlawful for the Agent to perform any of its material obligations under the Material Documents and such inability to perform those obligations would have a Material Adverse Effect;
- (e) an Insolvency Event occurs with respect to the Agent; and
- (f) an event of default or termination event (howsoever described) occurs under the Principal and Agency Agreement and all applicable grace period have expired under

the Principal and Agency Agreement without that event of default or termination event having been remedied.

**Change of Control** means, in respect of the Seller, a person or persons not being shareholders at the date of this document who become, whether alone or together, directly or indirectly:

- (a) the holders of more than 50% of the votes eligible to be cast in a meeting of the shareholders of that corporation; or
- (b) entitled to:
  - (i) direct the management or policies of the corporation; or
  - (ii) control the membership of the board of directors of the corporation,

whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of the corporation or otherwise.

**Collections Account** means the bank account of the Purchaser with the following details:

Account name: Collections Account

BSB: 911-001

Account number: 10021103,

or such other bank account in Australia of the Purchaser notified by the Purchaser to the Seller in accordance with clause 4.

**Collections** means, in respect of the Lessee Receivables, all amounts received by or on behalf of the Purchaser in respect of the Lessee Receivables including, without limitation (without double counting):

- (a) all amounts received by the Seller, the Agent or the Servicer in respect of the Lessee Receivables from or on behalf of Lessee;
- (b) amounts received by the Purchaser in respect of the sale or repurchase of a Lessee Receivable; and
- (c) amounts received from a party otherwise under the Transaction Documents in respect of the Lessee Receivables.

**Event of Default** means an event or circumstance described in clause 7 (Events of Default).

**Financial Indebtedness** means any indebtedness, present or future, actual or contingent in respect of moneys borrowed or raised or other financial accommodation including indebtedness under or in respect of a negotiable or other financial instrument, guarantee, indemnity, interest, redeemable share, finance or capital lease, hire purchase agreement, but excluding:

- (a) contingent liabilities in respect of Financial Indebtedness that have already been included in the calculation of Financial Indebtedness;
- (b) inter-company Financial Indebtedness between the Seller and any Related Entity of the Seller;



- (c) indebtedness to trade creditors or the deferred purchase price for goods and services on usual trade terms;
- (d) indebtedness in respect of a sale or discounting of receivables to the extent that there is no recourse for such indebtedness beyond the receivables collected; and
- (e) indebtedness or the sale of receivables or any derivative transaction in connection with warehousing or securitisation facilities with limited recourse to the Seller.

**Lessee** means Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584).

**Lessee Receivables** means the Receivables in respect of the Lessee.

**Material Adverse Effect** means, in respect of the Lessee Receivables, an event or circumstance which has a material adverse effect on:

- (a) the value of the Lessee Receivables as a whole;
- (b) the enforceability or recoverability of amounts relating to the Lessee Receivables as a whole;
- (c) the legality, validity or enforceability of any Transaction Document or Material Document in connection with the Lessee Receivables;
- (d) the ability of the Servicer or the Seller to perform its material obligations under the Transaction Documents or the Material Documents which it is a party to;
- (e) the timing or amount of any payment to the Purchaser; or
- (f) the rights or remedies of the Purchaser in respect of any of the matters referred to in paragraphs (a) to (e) above.

**Material Document** means:

- (a) the Principal and Agency Agreement, duly executed by the parties to it;
- (b) the Technology Licence Agreement, duly executed by the parties to it;
- (c) any document amending or replacing any of the above; and
- (d) any other document designated as such by the Seller and the Purchaser.

**MRASA** means the master receivables acquisition and servicing agreement dated on or about the date of this document between the parties to this document.

**PPSA** means:

- (a) the *Personal Property Securities Act 2009* (Cth);
- (b) any regulations made at any time under the *Personal Property Securities Act 2009* (Cth);
- (c) any provision of the *Personal Property Securities Act 2009* (Cth) or the regulations referred to in paragraph (b) of this definition; or
- (d) any amendment to any of the above, made at any time.

**PPS Security Interest** means a security interest that is subject to the PPSA.

**Principal and Agency Agreement** means the principal and agency agreement dated 13 June 2018 between the Seller and the Agent.

**Repurchase Price** means, in respect of a Lessee Receivable and the Related Assets to be repurchased in accordance with an Offer to Sell Back, the present value of those Receivables as at the relevant Settlement Date, as determined by the Purchaser plus Break Costs.

**Servicer** means the servicer of the Lessee Receivables, being, as at the date of this document, the Agent.

**Servicer Termination Event** means any of the following events unless waived in writing by the Purchaser:

- (a) the Servicer does not provide to the Purchaser any document or report when required under the Transaction Documents and such failure is not remedied within 15 Business Days (or such longer period as the Purchaser may agree) of the Servicer becoming aware of such failure;
- (b) the Servicer does not comply with any obligation under the Transaction Documents where such breach has had or would be reasonably likely to have a Material Adverse Effect and such breach is not remedied within 10 Business Days (or such longer period as the Purchaser may agree);
- (c) any representation or warranty made by the Servicer in any Transaction Document is incorrect or misleading when made and such breach has had or would be reasonably likely to have a Material Adverse Effect and such breach is not remedied within 15 Business Days (or such longer period as the Purchaser may agree);
- (d) it is unlawful for the Servicer to perform any of its material obligations under the Transaction Documents and such inability to perform those obligations would have a Material Adverse Effect; and
- (e) an Insolvency Event occurs with respect to the Servicer.

**Settlement Amount** means, in respect of the Receivables and Related Assets identified in an Offer Letter, an amount equal to the present value of those Receivables as at the relevant Settlement Date, as determined by the Purchaser after consultation with the Seller.

**Technology Licence Agreement** means the Technology Licence Agreement – Waste Management executed by the Lessee on 13 July 2018 between the Agent and the Lessee.

## 1.2 Interpretation

Clauses 1.2 (Interpretation) and 1.3 (Supplemental Deed) of the MRASA are incorporated into this document as if set out in full with all necessary amendments to give effect to those clauses in this document.

## 1.3 Supplemental Deed

For the purposes of the MRASA, this document is a Supplemental Deed (as defined in the MRASA).

## 1.4 Transaction Document

For the purposes of paragraph (f) of the definition of "Transaction Document" in the MRASA, the parties designate the Agent Side Letter as a "Transaction Document".

## 2. **CONDITIONS PRECEDENT**

### 2.1 **Conditions precedent to first Offer Letter**

The Seller must deliver the following documents and evidence to the Purchaser, in form and substance satisfactory to the Purchaser, prior to the Seller delivering any Offer Letter:

- (a) each Transaction Document, duly executed by the parties to those documents;
- (b) each Material Document, duly executed by the parties to those documents;
- (c) the Agent Side Letter, duly executed by the parties to it;
- (d) the Title Perfection Power of Attorney, duly executed by the Seller;
- (e) legal opinions addressed to the Purchaser, among others, as follows:
  - (i) from Ashurst confirming, among other things, due execution and enforceability of the MRASA and this document, and that the Purchaser will be the owner of Receivables and Related Assets purchased in accordance with the Transaction Documents; and
  - (ii) from counsel for the Seller with respect to the Material Documents;
- (f) a tax opinion from counsel for the Seller addressed to the Purchaser, among others, with respect to the Transaction Documents; and
- (g) all documents and other evidence reasonably requested by the Purchaser in order for the Purchaser to verify the identity of each Authorised Representative of the Seller and all required information in respect of the Seller in order for the Purchaser to comply with all applicable laws and regulations relating to anti-money laundering, counter-terrorism financing, 'know your customer' requirements or economic or trade sanctions.

### 2.2 **Further conditions precedent**

For the purposes of clause 3.1(b) (Conditions precedent to giving notice) of the MRASA, the Seller may not offer to sell any Receivables Rights or Related Assets in an Offer Letter unless the Purchaser has received, in form and substance satisfactory to the Purchaser in respect of such Receivables and Related Assets:

- (a) the Receivable Terms in respect of those Receivables;
- (b) an amount equal to three months of scheduled periodic payments under the Receivables Terms payable by the Lessee in respect of those Receivables and Related Assets (the **Security Deposit Amount**) deposited by the Agent into a bank account nominated by the Purchaser;
- (c) a tax invoice in respect of the relevant Related Assets;
- (d) evidence that the Related Assets are insured against loss or damage for all risks and on terms acceptable to the Purchaser; and
- (e) any other documents or information reasonably requested by the Purchaser in respect of the Receivables Rights or Related Assets which are the subject of that Offer Letter including, without limiting this:
  - (i) any designation of a document as a "Lessee Document" under the Agent Side Letter; and

- (ii) to the extent the Receivables Rights or Related Assets arise under a Material Document in respect of which the Purchaser has not received a legal opinion under clause 2.1, a legal opinion addressed to the Purchaser from counsel for the Seller with respect to that Material Document.

and the Purchaser is satisfied (following consultation with the Seller as to the content of any financing statement to be registered by the Seller) that any PPS Security Interest arising under a Transaction Document or Material Document has been perfected with the requisite priority.

### 3. **RELATED ASSETS**

#### 3.1 **Title documents**

- (a) The Seller acknowledges that, under the Principal and Agency Agreement, the Seller may receive from the Agent title documents and other property in relation to any "Goods" (as defined in the Principal and Agency Agreement) forming part of the Related Assets.
- (b) The Seller agrees to hold all such property received on trust for the Purchaser and, if a Title Perfection Event occurs, must deliver all such property to the Purchaser as soon as reasonably practicable after the Purchaser requests.

#### 3.2 **Repurchase of Related Assets**

The Seller agrees that, upon the expiry, maturity or termination of the Receivable Terms in respect of a Lessee Receivable, the Purchaser shall have the option to require the Seller to repurchase the Related Assets in respect of those Lessee Receivables on the following terms:

- (a) the Seller will purchase the Related Assets from the Purchaser for A\$1.00 (plus GST) (**Related Assets Repurchase Price**);
- (b) the Related Assets Repurchase Price must be paid within 10 Business Days of the expiry, maturity or termination of the relevant Receivable Terms (**Related Assets Repurchase Date**); and
- (c) the Purchaser's right, title and interest in and to the Relevant Assets will be assigned to the Seller when the Seller pays the Related Assets Repurchase Price to the Purchaser in cleared funds to the bank account nominated by the Purchaser on or before the Related Assets Repurchase Date.

#### 3.3 **Acknowledgements by Seller**

The Seller acknowledges that its obligations under clause 3.2 shall be absolute and unconditional irrespective of any contingency whatsoever and shall not be affected by any of the following events:

- (a) any breach by a Lessee of the terms of any Contract or Receivable Terms in respect of the relevant Lessee Receivables;
- (b) any termination, amendment, variation, novation or supplement of or to any Contract or Receivable Terms in respect of the relevant Lessee Receivables;
- (c) any grant of time, indulgence, waiver or concession to any Lessee and/or any other person;
- (d) the location of the Relevant Assets;

- (e) any defect in the Relevant Assets, their merchantability, quality, fitness for any purpose, condition, design, or operation;
- (f) the occurrence of an Insolvency Event of the Seller;
- (g) any invalidity or unenforceability or lack of due authorisation of, or other defect in respect of the Transaction Documents; and
- (h) any other act, omission, event or circumstance which would, but for this provision, operate to diminish, release or otherwise affect the Seller's obligations under clause 3.2.

4. **COLLECTIONS**

The Purchaser must notify the Seller of any change in the details of the Collections Account.

5. **APPLICATION OF SECURITY DEPOSIT**

If, at any time, the Agent fails to comply with the corresponding clause 2.6 (Agent obligation regarding Collections) of the Agent Side Letter, then the Purchaser may recover an amount equal to the difference between:

- (a) the amount of the Collections received by the Agent; and
- (b) the amount that the Purchaser actually receives on that account,

and may withdraw and apply any Security Deposit Amount to the extent necessary to recover that amount.

6. **REPORTING**

The Seller must provide to the Purchaser all documents received from the Agent under the Principal and Agency Agreement (including clauses 9.6 and 20.1 of the Principal and Agency Agreement) in respect of the Lessee Receivables and Related Assets.

7. **EVENTS OF DEFAULT**

7.1 **Events of Default**

Each of the following is an Event of Default for the purposes of this Supplemental Deed:

- (a) the Seller does not pay any amount payable by it under the Transaction Documents in connection with the Lessee on time and in the manner required under the Transaction Documents unless, in the case of a failure to pay on time, the Seller pays the amount within 2 Business Days of the due date;
- (b) the Seller does not comply with any of the Seller's other obligations under any Transaction Document or Material Document where such non-compliance will have a Material Adverse Effect and if (in the opinion of the Purchaser) the non-compliance can be remedied or its consequences overcome, the Seller does not remedy the non-compliance to the reasonable satisfaction of the Purchaser within 10 Business Days of the earlier of written notice of such non-compliance being given to the Seller by the Purchaser or the Seller becoming aware of such non-compliance, whichever is earlier;
- (c) a representation or warranty made or taken to be made by the Seller in connection with any Transaction Document or Material Document is found to have been incorrect or misleading when made or taken to be made where such breach will

have a Material Adverse Effect and if (in the opinion of the Purchaser) the breach can be remedied or its consequences overcome, the Seller does not remedy the breach within 10 Business Days of the earlier of written notice from a Purchaser or the Seller becoming aware of such breach, whichever is earlier;

- (d) an Insolvency Event occurs in respect of the Seller;
- (e) if all or a material provision of a Transaction Document or a Material Document, or a transaction in connection with it, is or becomes (or is claimed to be) void, voidable or unenforceable and such event has had or will have a Material Adverse Effect;
- (f) a Servicer Termination Event occurs and a replacement servicer acceptable to the Purchaser is not appointed within 20 Business Days of the Servicer Termination Event (or such longer period as the Purchaser may agree);
- (g) an Agent Termination Event occurs and a replacement agent acceptable to the Purchaser is not appointed within 20 Business Days of the Agent Termination Event (or such longer period as the Purchaser may agree);
- (h) a Change of Control occurs in respect of the Seller; and
- (i) any Financial Indebtedness of the Seller exceeding A\$30,000,000 is accelerated for repayment due to a default by the Seller.

## 7.2 **Consequences of an Event of Default**

- (a) The Purchaser may waive any Event of Default either in full or in part and on any conditions as the Purchaser sees fit in its absolute discretion.
- (b) If an Event of Default is subsisting:
  - (i) the Purchaser may notify that all amounts outstanding to the Purchaser by the Seller, Servicer or the Agent under this document are due and payable, in which case those amounts are immediately due and payable; and
  - (ii) the Purchaser has no obligation to purchase any Receivables under the Transaction Documents from the Seller in connection with that Lessee.

## 8. **UNDERTAKINGS**

The Seller hereby undertakes in respect of the Lessee Receivables as follows:

- (a) not to consent to the Servicer retiring without the prior consent of the Purchaser unless it does not have a right to withhold its consent;
- (b) not to consent to the Servicer delegating a material part of its rights or obligations in its capacity as Servicer other than:
  - (i) to a Related Entity of it; or
  - (ii) to a person otherwise approved in writing by the Purchaser (acting reasonably),unless it does not have a right to withhold its consent;
- (c) not to:

- (i) without the prior consent of the Purchaser, terminate, waive or amend (including varying any term by way of side letter); or
  - (ii) breach or otherwise fail to comply with any term of, any Material Document in respect of the Lessee;
- (d) to take the action that a prudent, diligent and reasonable person would take to cause the Servicer to comply with its obligations in connection the Material Documents;
  - (e) to provide the Purchaser with a copy of each Material Document promptly after it is executed and a copy of any document which amends any of them, promptly after such document is executed;
  - (f) permit the Purchaser or any of its agents, officers or representatives to enter and attend at its offices during normal office hours for the purposes of monitoring its compliance with this document and the Transaction Documents, including to the maximum extent permitted by law, to examine and take with them copies of all books of account, records and documents (including computerised information) relating to the Lessee Receivables and computer printouts of Lessee Receivables, records or other information as the Purchaser may reasonably require from time to time:
    - (i) if an Event of Default is subsisting, at any time; or
    - (ii) if an Event of Default is not subsisting, on ten Business Days' notice, if the Purchaser (acting reasonably) has formed the opinion that it so requires for the purposes of monitoring compliance with the Transaction Documents in connection with the Lessee; and
  - (g) to notify the Purchaser if it becomes aware of any materially adverse claim by a third party in respect of the ownership of any Lessee Receivable.

9. **PPSA**

- (a) The Seller must do anything (including executing any transfer in blank or any other transfer or other document, and perfecting and protecting any security interest intended to be created by or pursuant to this document), and must ensure that its employees and agents do anything, that the Purchaser may reasonably require to:
  - (i) give full effect to the Transaction Documents; or
  - (ii) more fully secure the rights, remedies and powers of the Purchaser under the Transaction Documents or to enable the Purchaser to exercise those rights, remedies and powers.
- (b) Nothing in this clause or elsewhere in this document requires the Seller (or permits the Purchaser) to take any steps referred to in clause 9.1 of the MRASA prior to the occurrence of a Title Perfection Event.
- (c) The Purchaser may, at the Seller's cost, do anything which the Purchaser should have done under this document if the Seller does not do so promptly or, if in the Purchaser's opinion, the Seller does not do so properly.
- (d) The Purchaser in respect of a security interest referred to in this clause need not give the Seller any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

10. **GENERAL**

10.1 **Notice details**

For the purposes of clause 14 (*Notices*) of the MRASA, the details set out in Schedule 1 of the MRASA are the notice details for the Purchaser and the Seller for the Transaction Documents of the Lessee (unless otherwise specified by the relevant party).

10.2 **Amendment**

An amendment of any term of the Transaction Documents in respect of the Lessee must be amended in writing by the parties to that Transaction Document.

10.3 **Governing law and jurisdiction**

- (a) This document is governed by the laws of New South Wales.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

10.4 **Counterparts**

- (a) This document may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this document by signing any counterpart.

10.5 **Attorneys**

Each of the attorneys executing this document states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.



**EXECUTED** as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**SELLER**

**EXECUTED** by **FLEXIRENT CAPITAL  
PTY LTD** ABN 93 064 046 046 in  
accordance with section 127(1) of the  
*Corporations Act 2001* (Cth):



Signature of director

**Ross Aucutt**  
Name **Chief Financial Officer**



Signature of director/secretary

**Matt Beaman**  
Group General Counsel

Name

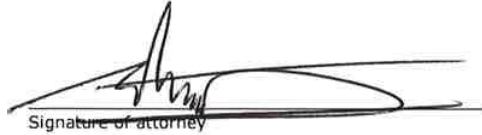
**PURCHASER**

**SIGNED, SEALED AND DELIVERED** for  
**SMBC LEASING AND FINANCE, INC.**  
**SYDNEY BRANCH** by its attorney in the  
presence of:



Signature of witness

AKU KIMURA.  
Name of witness



Signature of attorney

L. BURCHER  
Name of attorney

## AGENT SIDE LETTER

**DATED:** 2 August 2018

**BETWEEN:**

- (1) **Flexirent Capital Pty Ltd** ABN 93 064 046 046 (**Seller**);
- (2) **SMBC Leasing and Finance, Inc. Sydney Branch** ABN 88 327 596 442 (**Purchaser**); and
- (3) **Forum Enviro (Aust) Pty Ltd** ABN 78 607 484 364 (**Agent**).

**RECITALS:**

- (A) The parties refer to the Principal and Agency Agreement and to the Technology Licence Agreement.
- (B) The Purchaser propose to acquire from the Seller certain rights under the Technology Licence Agreement, and related assets, and may in the future acquire certain rights under other Lessee Documents, and related assets, and the parties are entering into this document to record their agreement in relation to collections and other matters.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

**Collections Account** means the bank account of the Purchaser with the details below:

Account name: Collections Account  
BSB: 911-001  
Account number: 10021103,

or such other bank account in Australia of the Purchaser notified in writing by the Purchaser to the Agent.

**Collections** means, in respect of the Lessee Receivables, all amounts received by or on behalf of the Purchaser in respect of the Lessee Receivables including, without limitation (without double counting):

- (a) all amounts received by the Seller or the Agent in respect of the Lessee Receivables from or on behalf of Lessee;
- (b) amounts received by the Purchaser in respect of the sale or repurchase of a Lessee Receivable; and
- (c) amounts received from a party otherwise under the Transaction Documents in respect of the Lessee Receivables.

**Lessee** means Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584).

**Lessee Receivables** means a Receivable in connection with a Lessee Document which has been assigned from the Seller to the Purchaser.

**Lessee Documents** means:

- (a) the Technology Licence Agreement; and
- (b) any other document designated between the parties to be a "Lessee Document" for the purposes of this document.

**Principal and Agency Agreement** means the Principal and Agency Agreement dated 13 June 2018 between the Seller and the Agent.

**Receivable** means any receivable, debt, financial asset (including without limitation a business loan or commercial loan) or any other receivable or other form of monetary obligation.

**Receivables Terms** means, in connection with a Lessee Receivable, any agreement or other document that evidences the Lessee's payment or repayment obligations or any other terms and conditions of that Lessee Receivable.

**Related Assets** means, in respect of a Lessee Receivable, the assets or equipment leased by the Lessee which relate to those Lessee Receivables, together with all additions to the same and any replacements of the same.

**Technology Licence Agreement** means the Technology Licence Agreement – Waste Management executed by the Lessee on 13 July 2018 between the Agent and the Lessee.

## 1.2 Interpretation

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) References to a clause, schedule or annexure are to a clause of, or a schedule or annexure to, this document respectively. References to this document include its schedules and annexures and references in a schedule or part of a schedule to a paragraph are to a paragraph of that schedule or that part of that schedule respectively. Clause headings shall not affect the construction of this document.
- (b) References to this document or any other document or to any specified provision of this document or any other document are to this document, that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this document or that document and with the consent of the Purchaser in writing, as the case may be.
- (c) Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to a **person** include any individual, corporation, firm, partnership, joint venture, association, body of persons, organisation or trust (in each case whether or not having separate legal personality), and any executor, administrator or successor in law of the person.
- (d) References to statutes and subordinate legislation shall be construed as references to those statutes or that subordinate legislation as respectively replaced, amended or re-enacted from time to time.
- (e) A reference to:
  - (i) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (ii) a time is to Sydney time;

- (iii) Australian dollars, dollars, \$, A\$ or AUD is a reference to the lawful currency of Australia; and
- (iv) **property** or an **asset** includes any real or personal, present or future, tangible or intangible property or asset and any right, interest, revenue or benefit in, under or derived from the property or asset.
- (f) The word **company**, except where used in reference to the Seller, shall be deemed to include any corporation, firm, partnership, joint venture, association, organisation or other body of persons, whether incorporated or not incorporated and whether now existing or to be formed after the date of this document.
- (g) The words and phrases **other, including** and **in particular** shall not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- (h) Unless otherwise defined in this document, words defined in the GST Law have the same meaning in clauses concerning GST.
- (i) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.

## 2. **COLLECTIONS**

### 2.1 **Appointment of Agent as collection agent**

The Purchaser hereby appoints the Agent as the Purchaser's collection agent in respect of all Collections.

### 2.2 **Acceptance of appointment of Agent as collection agent**

The Agent accepts the appointment in clause 2.1 and irrevocably agrees to act as the collection agent for the Purchaser to collect all Collections until the Purchaser notifies the Agent otherwise.

### 2.3 **Duties of Agent as collection agent**

The Agent agrees as collection agent to:

- (a) ensure that all steps for the collection of Collections from the Lessee will be taken in accordance with its then-current collection procedures and any instructions of the Purchaser;
- (b) subject to clause 2.6, all Collections (whether in full or in part) received from the Lessee are for the account of the Purchaser and held by the Agent for the Purchaser until they are paid to the Purchaser in accordance with clause 2.4; and
- (c) the Agent shall keep written records showing clearly the implementation and operation of the Receivables Terms and the payments received from the Lessee and shall allow the Purchaser and its agents to inspect such records on request.

### 2.4 **Agent obligations regarding Collections**

Notwithstanding any provision (including clause 14.4) of the Principal and Agency Agreement, the Agent must remit all Collections received by the Agent to the Collections Account on the same Business Day of receipt of those Collections by the Agent.

## 2.5 **Collections held on trust by Agent**

Prior to and pending the remittance of Collections by the Agent, the Agent will hold all such Collections on trust for the Purchaser.

## 2.6 **Interest on overdue amounts**

If the Agent fails to pay any sums due to the Purchaser under this document on the due date for payment then the Purchaser shall be entitled to charge interest on such sums from the due date for payment until the payment hereof (whether before or after any judgment) at the rate of 7% from time to time.

## 2.7 **Termination of Agent as collection agent**

The Purchaser may terminate all or any of the Agent's collection agency functions pursuant to this clause 2 at any time by written notice to the Agent. Upon termination of the Agent as collection agent:

- (a) the Agent must hand over to the Purchaser all documents relating to the Lessee Receivables and Related Assets which are in the Agent's possession; and
- (b) the Agent must immediately pay to the Purchaser any money received from a Lessee in respect of Collections not previously paid to the Purchaser.

## 3. **REPORTING**

If the Purchaser notifies the Agent that an Event of Default has occurred, then the Agent must provide to the Purchaser all documents that it is obliged to provide to the Seller under the Principal and Agency Agreement (including clauses 9.6 and 20.1 of the Principal and Agency Agreement) in respect of the Lessee Receivables and Related Assets.

## 4. **OTHER UNDERTAKINGS**

### 4.1 **Compliance with Principal and Agency Agreement**

The Agent undertakes to the Purchaser to comply with the Principal and Agency Agreement in respect of all Lessee Receivables and Related Assets and, without limiting the foregoing, acknowledges that a failure by the Agent to make a payment due to the Seller under the Principal and Agency Agreement (including any payment due to the Purchaser under this document) within 2 Business Days of the Agent becoming aware of such failure (or receiving notice from the Seller or the Purchase of such failure) will be deemed to be a Termination Event for the purposes of the Principal and Agency Agreement.

### 4.2 **Payment directions**

The Agent will ensure that the Lessee is obliged under the Lessee Documents to make any non-periodic payments payable by the Lessee under that Lessee Document directly to the Collections Account.

### 4.3 **Instructions, consents and performance**

If the Purchaser notifies the Agent that an Event of Default has occurred, then the Agent must:

- (a) to the extent the Agent is required to seek instructions from, or consent from, the Seller under the Principal and Agency Agreement in respect of the Lessee Receivables and Related Assets, instead seek those instructions or that consent from the Purchaser; and

- (b) to the extent the Agent has an obligation to the Seller under the Principal and Agency Agreement in respect of the Lessee Receivables and Related Assets, perform that obligation for the benefit of the Purchaser.

The Seller agrees with the Agent that the Agent may rely on any instruction or consent given by the Purchaser under this clause as if it had been given by the Seller.

## 5. **OWNERSHIP OF RELATED ASSETS**

The Agent acknowledges that the Purchaser will own the Related Assets, and:

- (a) indemnifies the Purchaser on demand against any claims and costs arising in connection with the use, operation or the Lessee's possession of the Related Assets; and
- (b) indemnifies the Purchaser 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 any claim or demand made by a third party, or any damage to property or death or injury to any person, suffered or sustained in connection with the Related Assets.

## 6. **AGREEMENT TO TREAT AN INTERMEDIARY AS A PRINCIPAL FOR GST PURPOSES**

### 6.1 **References in this clause**

Any reference in this clause to terms defined in the *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* is, unless the context indicates otherwise, a reference to that term as defined in the GST Act.

### 6.2 **Agreement for Agent to act as Principal for GST purposes**

- (a) The parties agree that the Agent will (on the Purchaser's behalf) facilitate the Supplies made in respect of the Leases to which the Lessee Receivables relate to third parties for so long as the Agent is acting as collection agent.
- (b) The parties acknowledge that while they both remain registered for GST then for the purposes of the GST law:
  - (i) the Agent will be treated as making the supplies to third parties identified in clause 6.2(a); and
  - (ii) the Purchaser will be treated as making corresponding supplies to the Agent.
- (c) During the period referred to in clause 6.2(a):
  - (i) the Agent will issue to third parties, in the Agent's own name, all necessary tax invoices and adjustment notes relating to any supplies made by the Agent to third parties; and
  - (ii) the Purchaser will not issue to the third parties any tax invoices or adjustment notes relating to those supplies.
- (d) The Agent warrants that it is registered for GST when it enters into this agreement and that it will notify the Purchaser within 2 business days if it ceases to be so registered.
- (e) The Purchaser warrants that it is registered for GST when it enters into this agreement and that it will notify the Agent within 2 business days if it ceases to be so registered.

- (f) If the Commissioner determines that the Purchaser is not acting as Principal for the supplies described in 6.2(a) and the Seller is the Principal then while the Seller and Purchaser remain registered for GST:
  - (i) the Purchaser acts as intermediary for the Seller by issuing tax invoices to the Agent for the deemed supplies to the Agent;
  - (ii) the Seller will not issue tax invoices to the Agent;
  - (iii) for GST purposes the Purchaser is treated as making the deemed supplies to the Agent; and
  - (iv) the Seller is treated as making corresponding supplies to the Purchaser.
- (g) If and to the extent these Division 153B arrangements do not apply the parties agree to make such payments and refunds as are necessary for the GST to be paid to the Commissioner by the correct party. The parties also agree that in such circumstances tax invoices may be issued and cancelled so as to reflect the supplies that are determined by the Commissioner.

## 7. **GENERAL**

### 7.1 **Governing law and jurisdiction**

- (a) This document is governed by the laws of New South Wales.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

### 7.2 **Counterparts**

- (a) This document may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this document by signing any counterpart.

### 7.3 **Attorneys**

Each of the attorneys executing this document states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.




**EXECUTED** as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**SELLER**

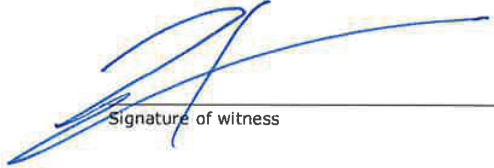
**EXECUTED** by **FLEXIRENT CAPITAL PTY LTD** ABN 93 064 046 046 in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Signature of director  
**Ross Aucutt**  
**Chief Financial Officer**  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Signature of director/~~secretary~~  
**Matt Beaman**  
**Group General Counsel**  
\_\_\_\_\_  
Name

**PURCHASER**

**SIGNED, SEALED AND DELIVERED** for  
**SMBC LEASING AND FINANCE, INC.**  
**SYDNEY BRANCH** by its attorney in the  
presence of:



---

Signature of witness

TAKA KIMURA  
Name of witness



---

Signature of attorney

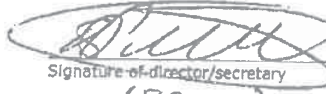
L. BUTCHER  
Name of attorney

**AGENT**

**EXECUTED** by **FORUM ENVIRO (AUST)  
PTY LTD** ABN 78 607 484 364 by its  
Sole director and sole company  
Secretary:

~~Signature of director~~

~~Name~~

  
Signature of director/secretary

(SOLE)

BASILE PAPADIMITRIOU  
Name

## Title Perfection Power of Attorney

This deed poll is made on 2 August 2018

By

**Flexirent Capital Pty Ltd** ABN 93 064 046 046 having an office at Level 7, 179 Elizabeth Street, Sydney, NSW 2000 ("**Principal**")

### 1. DEFINITIONS

In this deed poll the following definitions apply unless the context requires otherwise.

**Lessee Receivable** has the meaning given to it in any relevant Supplement Deed.

**MRASA** means the document entitled "Master Receivables Acquisition and Servicing Agreement" dated on or about 2 August 2018 between the Principal and the Purchaser.

**Purchaser** means SMBC Leasing and Finance, Inc. Sydney Branch ABN 88 327 596 442.

**Receivables Rights** has the meaning given to it in the MRASA or in any relevant Supplement Deed.

**Supplemental Deed** means any document so entitled issued under the MRASA between, among others, the Principal and the Purchaser.

**Title Perfection Event** means each event defined as a 'Title Perfection Event' in the MRASA or in any relevant Supplement Deed.

### 2. APPOINTMENT

For valuable consideration, and by way of security, the Principal appoints each director from time to time of the Purchaser and each officer of the Purchaser whose title includes the word or words 'head of', 'manager', 'counsel', 'managing director', 'director' or 'attorney-in fact' severally as the attorney of the Principal (each an **Attorney**).

### 3. RELIANCE ON APPOINTMENTS

Any person, including, but not limited to, a firm, body corporate, unincorporated association or authority (including any registration authority in New South Wales, Australia or elsewhere), dealing with an Attorney or a person purporting to be an Attorney under this deed poll, is:

- (a) entitled to rely on execution of any document by an Attorney as conclusive evidence that:
  - (i) the Attorney holds the office set out in this deed poll;
  - (ii) the deed poll has come into effect;
  - (iii) the deed poll has not been revoked; and
  - (iv) the right or power being exercised or being purported to be exercised is properly exercised and that the circumstances have arisen to authorise the exercise of that right and power; and
- (b) not required to make any inquiries in respect of any of the above matters.

#### 4. **POWERS**

##### 4.1 **Powers of an Attorney**

Subject to clause 4.2, each Attorney is empowered to deal with any Lessee Receivable and Receivable Rights as if the Attorney was the Principal, including:

- (a) to execute and deliver any documents or perform any act, matter or thing necessary to protect and enforce all the Purchaser's interest in the Lessee Receivable and Receivable Rights and to execute and give any notice to a Lessee of the Purchaser's interest in the Lessee Receivable and Receivable Rights;
- (b) to institute, proceed with, defend or compromise any legal proceedings against or with any person in relation to the Lessee Receivable and Receivable Rights;
- (c) to demand, collect and receive from any person any moneys payable, owing or due to the Principal under or in relation to any Lessee Receivable and Receivable Rights;
- (d) to execute any conveyance, transfer or other document in respect of the Lessee Receivable and Receivable Rights;
- (e) perform any other material act, matter or thing reasonably necessary or desirable to preserve or enforce the rights of the Purchaser in relation to any Lessee Receivable and Receivable Rights;
- (f) give effect to the transactions contemplated by the MRASA and any Supplemental Deed, including, but not limited to, completing blanks and making amendments, alterations or additions considered necessary or desirable by the Attorney;
- (g) appoint one or more substitute attorneys to exercise one or more of the powers given to the attorney and to revoke any of those appointments and in this deed poll "**Attorney**" includes a substitute attorney appointed under this clause; and
- (h) stamp and register this deed poll.

##### 4.2 **Time when powers may be exercised**

An Attorney may only act under this deed poll if 2 directors, a director and a secretary, or an attorney-in fact of the Purchaser have certified to the Attorney that a Title Perfection Event has occurred and is subsisting.

#### 5. **USE OF NAME**

An Attorney may exercise its powers under this deed poll in the name of the Principal or in the name of the Attorney and as the act of the Principal.

#### 6. **BENEFIT TO ATTORNEY**

An Attorney may exercise its powers under this deed poll even if the Attorney benefits from the exercise of that power.

7. **PRINCIPAL BOUND**

The Principal declares that the Principal and any person (including, but not limited to a substitute or assign) claiming under the Principal are bound by anything that the Attorney does in exercising powers under this deed poll.

8. **DECLARATIONS**

The Principal declares:

- (a) that all acts, matters and things done by an Attorney in exercise of its powers under this deed poll will be as good and as valid as if they had been done by the Principal.
- (b) that this deed poll is given for valuable consideration and by way of security and is irrevocable from the date of this deed poll.

9. **RATIFICATION**

The Principal undertakes to ratify and confirm any act of an Attorney in exercise of its powers under this deed poll.

10. **NO WARRANTY**

The exercise by an Attorney of any power under this deed poll does not connote:

- (a) a warranty, express or implied, on the part of the Attorney as to:
  - (i) the Attorney's authority to exercise the power; or
  - (ii) the validity of this deed poll; or
- (b) an assumption of personal liability by the Attorney in exercising the power.

11. **INDEMNITY**

The Principal indemnifies each Attorney against all claims, demands, losses, damages, costs and expenses however suffered or incurred by the Attorney in respect of the proper exercise of any of its powers under this deed poll.

12. **REGISTRATION AND STAMPING**

The Purchaser or any Attorney may register and stamp this deed poll in any Australian jurisdiction in which it must be registered and stamped to ensure its enforceability and validity for the purposes of this deed poll.


The Principal must do all things necessary to ensure such registration and stamping of this deed poll in any Australian jurisdiction in which it must be registered and stamped to ensure its enforceability and validity for the purposes of deed poll and reimburse the Purchaser or the Attorney for any costs of registration or stamping.


13. **GOVERNING LAW**

This deed poll is governed by the law in force in New South Wales. The Principal irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. The principal waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

**EXECUTED AS A DEED POLL**

**EXECUTED** by **FLEXIRENT CAPITAL  
PTY LTD** ABN 93 064 046 046 in  
accordance with section 127(1) of the  
*Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Signature of director  
**Ross Aucutt**  
**Chief Financial Officer**  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Signature of director/secretary  
**Matt Beaman**  
**Group General Counsel**  
\_\_\_\_\_  
Name

## 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

6th August 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:
  - (a) the Technology Licence Agreement – Waste Management executed by the Lessee on 13 July 2018 between the Lessee and Forum Enviro (Aust) Pty Ltd, with a "Commencement Date" of 5 July 2018; and
  - (b) the Technology Licence Agreement – Waste Management executed by the Lessee on 13 July 2018 between the Lessee and Forum Enviro (Aust) Pty Ltd, with a "Commencement Date" of 5 August 2018,(each a **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) in respect of each TLA, the Receivables are the "Usage Charge" (as defined in that TLA) and other monetary obligations owing to the Seller under the relevant TLA.
  - (b) in respect of each TLA, the Related Assets are the "Equipment", as defined in that 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 relevant 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 relevant 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 relevant Contract or Receivable Terms (insofar as it relates to the Payments).



4. The Settlement Date is 8 August 2018.
5. The Settlement Amount is \$14,411,503.49.
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 (name), being an Authorised Representative of Flexirent Capital Pty Ltd  
ABN 93 064 046 046.



I BIANCA SPATA hereby  
certify this to be a true &  
correct copy of the  
original.

*Bianca Spata* 3.8.18

(Solicitor admitted in NSW)

**Technology Licence Agreement**  
Waste Management

**forum** | **enviro**

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

## 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 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.

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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:
- (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, 136(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.

## 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 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	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:
- (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.

**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

Day count	Notional Payment Dates	Adjusted Payment Dates	Settlement Amount	Usage Charges (July TLA - 5/7)	Usage Charges (Aug TLA - 5/6)	Interest	Check	Principal	Balance
0	8-Aug-18	08-Aug-18	-14,411,503.49	127,200.00	147,000.00			-14,411,503.49	-14,411,503.49
1	31-Aug-18	28-Sep-18	127,200.00	127,200.00	147,000.00	-46,314.23		227,886.17	-14,183,617.32
2	30-Sep-18	31-Oct-18	127,200.00	127,200.00	147,000.00	-55,400.58		216,208.92	-13,967,408.70
3	31-Oct-18	30-Nov-18	127,200.00	127,200.00	147,000.00	-64,381.62		204,008.26	-13,763,400.32
4	30-Nov-18	31-Dec-18	127,200.00	127,200.00	147,000.00	-73,253.37		215,541.63	-13,550,858.69
5	31-Dec-18	31-Jan-19	127,200.00	127,200.00	147,000.00	-82,018.67		215,567.64	-13,332,291.05
6	31-Jan-19	28-Feb-19	127,200.00	127,200.00	147,000.00	-90,672.98		214,461.33	-13,105,829.72
7	28-Feb-19	30-Mar-19	127,200.00	127,200.00	147,000.00	-99,218.31		222,992.02	-12,883,837.70
8	30-Mar-19	30-Apr-19	127,200.00	127,200.00	147,000.00	-107,654.65		221,985.00	-12,661,852.70
9	30-Apr-19	31-May-19	127,200.00	127,200.00	147,000.00	-115,981.29		217,587.07	-12,444,271.63
10	31-May-19	28-Jun-19	127,200.00	127,200.00	147,000.00	-124,203.92		220,208.71	-12,223,067.92
11	28-Jun-19	31-Jul-19	127,200.00	127,200.00	147,000.00	-132,318.33		226,376.84	-11,997,691.08
12	31-Jul-19	30-Aug-19	127,200.00	127,200.00	147,000.00	-140,323.16		224,957.33	-11,779,743.75
13	30-Aug-19	30-Sep-19	127,200.00	127,200.00	147,000.00	-148,218.87		228,294.91	-11,559,454.84
14	30-Sep-19	31-Oct-19	127,200.00	127,200.00	147,000.00	-156,006.36		224,155.41	-11,339,303.43
15	31-Oct-19	28-Nov-19	127,200.00	127,200.00	147,000.00	-163,686.29		229,254.74	-11,119,048.69
16	28-Nov-19	31-Dec-19	127,200.00	127,200.00	147,000.00	-171,259.29		228,777.36	-10,898,271.33
17	31-Dec-19	28-Feb-20	127,200.00	127,200.00	147,000.00	-178,727.29		228,666.81	-10,676,604.52
18	28-Feb-20	31-Mar-20	127,200.00	127,200.00	147,000.00	-186,094.18		232,452.32	-10,454,150.34
19	31-Mar-20	30-Apr-20	127,200.00	127,200.00	147,000.00	-193,361.18		234,785.82	-10,231,364.52
20	30-Apr-20	30-May-20	127,200.00	127,200.00	147,000.00	-200,530.11		237,349.10	-10,008,015.42
21	30-May-20	30-Jun-20	127,200.00	127,200.00	147,000.00	-207,601.56		235,102.39	-9,782,913.03
22	30-Jun-20	30-Jul-20	127,200.00	127,200.00	147,000.00	-214,575.00		234,088.44	-9,556,827.59
23	30-Jul-20	30-Aug-20	127,200.00	127,200.00	147,000.00	-221,451.11		237,349.10	-9,329,478.49
24	30-Aug-20	30-Sep-20	127,200.00	127,200.00	147,000.00	-228,228.33		236,181.21	-9,101,297.28
25	30-Sep-20	30-Oct-20	127,200.00	127,200.00	147,000.00	-234,907.30		239,212.89	-8,872,084.39
26	30-Oct-20	30-Nov-20	127,200.00	127,200.00	147,000.00	-241,487.52		242,459.43	-8,641,624.96
27	30-Nov-20	31-Dec-20	127,200.00	127,200.00	147,000.00	-247,969.38		245,566.88	-8,409,058.08
28	31-Dec-20	28-Feb-21	127,200.00	127,200.00	147,000.00	-254,353.32		251,379.64	-8,174,684.44
29	28-Feb-21	31-Mar-21	127,200.00	127,200.00	147,000.00	-260,648.89		251,078.17	-7,938,606.27
30	31-Mar-21	30-Apr-21	127,200.00	127,200.00	147,000.00	-266,856.61		257,275.10	-7,700,330.66
31	30-Apr-21	30-May-21	127,200.00	127,200.00	147,000.00	-272,976.24		257,590.45	-7,460,740.21
32	30-May-21	30-Jun-21	127,200.00	127,200.00	147,000.00	-278,997.38		256,957.50	-7,219,782.71
33	30-Jun-21	30-Jul-21	127,200.00	127,200.00	147,000.00	-284,920.36		256,112.26	-6,977,662.45
34	30-Jul-21	30-Aug-21	127,200.00	127,200.00	147,000.00	-290,755.82		260,000.16	-6,733,912.29
35	30-Aug-21	30-Sep-21	127,200.00	127,200.00	147,000.00	-296,503.32		262,380.92	-6,489,531.37
36	30-Sep-21	30-Oct-21	127,200.00	127,200.00	147,000.00	-302,163.36		264,392.61	-6,244,138.76
37	30-Oct-21	31-Nov-21	127,200.00	127,200.00	147,000.00	-307,737.48		266,537.92	-6,000,400.84
38	31-Nov-21	30-Dec-21	127,200.00	127,200.00	147,000.00	-313,225.24		267,724.78	-5,758,676.06
39	30-Dec-21	28-Feb-22	127,200.00	127,200.00	147,000.00	-318,627.11		268,958.84	-5,518,718.22
40	28-Feb-22	31-Mar-22	127,200.00	127,200.00	147,000.00	-324,942.89		269,242.89	-5,279,475.33
41	31-Mar-22	28-Apr-22	127,200.00	127,200.00	147,000.00	-331,172.83		251,078.17	-5,040,397.16
42	28-Apr-22	31-May-22	127,200.00	127,200.00	147,000.00	-337,317.50		253,089.61	-4,801,307.66
43	31-May-22	30-Jun-22	127,200.00	127,200.00	147,000.00	-343,376.42		257,275.10	-4,561,031.24
44	30-Jun-22	30-Jul-22	127,200.00	127,200.00	147,000.00	-349,348.90		256,957.50	-4,320,073.74
45	30-Jul-22	30-Aug-22	127,200.00	127,200.00	147,000.00	-355,235.58		256,590.45	-4,078,483.29
46	30-Aug-22	28-Sep-22	127,200.00	127,200.00	147,000.00	-361,037.82		256,112.26	-3,835,370.53
47	28-Sep-22	30-Oct-22	127,200.00	127,200.00	147,000.00	-366,756.11		260,000.16	-3,591,370.37
48	30-Oct-22	31-Nov-22	127,200.00	127,200.00	147,000.00	-372,391.50		262,380.92	-3,346,989.45
49	31-Nov-22	30-Dec-22	127,200.00	127,200.00	147,000.00	-377,943.58		264,392.61	-3,101,596.84
50	30-Dec-22	28-Jan-23	127,200.00	127,200.00	147,000.00	-383,412.82		266,537.92	-2,855,063.92
51	28-Jan-23	31-Feb-23	127,200.00	127,200.00	147,000.00	-388,800.00		268,958.84	-2,607,115.08
52	31-Feb-23	31-Mar-23	127,200.00	127,200.00	147,000.00	-394,107.62		269,242.89	-2,357,867.19
53	31-Mar-23	28-Apr-23	127,200.00	127,200.00	147,000.00	-399,336.16		266,892.84	-2,107,931.03
54	28-Apr-23	30-May-23	127,200.00	127,200.00	147,000.00	-404,486.90		268,313.62	-1,857,617.41
55	30-May-23	30-Jun-23	127,200.00	127,200.00	147,000.00	-409,559.33		266,537.92	-1,606,058.09
56	30-Jun-23	30-Jul-23	127,200.00	127,200.00	147,000.00	-414,554.00		270,443.10	-1,353,614.99
57	30-Jul-23	30-Aug-23	127,200.00	127,200.00	147,000.00	-419,471.50		271,019.22	-1,100,595.77
58	30-Aug-23	28-Sep-23	127,200.00	127,200.00	147,000.00	-424,322.25		272,444.44	-848,151.33
59	28-Sep-23	31-Jul-23	127,200.00	127,200.00	147,000.00	-429,106.61		146,366.01	-701,785.32
60	31-Jul-23	Totals	-14,411,503.49	7,504,800.00	8,820,000.00	-1,913,256.51	14,411,503.49	14,411,503.49	-0.00

Solve

## 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>	. <u>00</u>
Term	<u>60</u>	+ GST	\$ <u>7,350</u>	. <u>00</u>
Billing Period	<input checked="" type="checkbox"/> Monthly	Total	\$ <u>80,850</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 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 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, 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 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.

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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 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.
- 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



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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 GAVE 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:
- (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, 136(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 (8) 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 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  
✉ [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	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: \_\_\_\_\_





## 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

23 October 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 9 October 2018 between the Lessee and Forum Enviro (Aust) Pty Ltd, with a "Commencement Date" of 1 October 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 24 October 2018.
5. The Settlement Amount is \$5,728,041.00.
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.

## 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 Ancutt (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> . 00
Term	<u>60</u>	+ GST	\$ <u>10,830</u> . 00
Billing Period	<input checked="" type="checkbox"/> Monthly	Total	\$ <u>119,130</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 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 Bill 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 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

- 5.10 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. 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 (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 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
ORCA OG50	OG50 134AEA	34 Lidco Street Arndell Park NSW 2148
ORCA OG50	OG50 138AEA	34 Lidco Street Arndell Park NSW 2148
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
ORCA OG100	OG100 120AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 129AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 138AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 147AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 156AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 165AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 174AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 173AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 122AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 171AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 180AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 189AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 198AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 207AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 216AEK	34 Lidco Street Arndell Park NSW 2148
ORCA OG100	OG100 235AEK	34 Lidco Street Arndell Park NSW 2148
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





**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**

Notional Payment Dates	Adjusted Payment Dates	Settlement Amount	Usage charges	Interest	Principal	Check	Balance
		-5,740,857.35			-5,740,857.35		-5,740,857.35
20-Dec-18	20-Dec-18						
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	90,628.38		-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	26-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		



# Master Receivables Acquisition and Servicing Agreement

Forum Enviro (Aust) Pty Ltd

ABN 78 607 484 364

and

SMBC Leasing and Finance, Inc. Sydney Branch

ABN 88 327 596 442

17 July

2020

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**THIS AGREEMENT** is made on

17 July

2020

**BETWEEN:**

- (1) **Forum Enviro (Aust) Pty Ltd** ABN 78 607 484 364 (**Seller**); and
- (2) **SMBC Leasing and Finance, Inc. Sydney Branch** ABN 88 327 596 442 (**Purchaser**).

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

**AML/CTF Law** means any law relating to anti-money laundering or counter-terrorism financing or economic and trade sanctions made by a State, Territory, Commonwealth or foreign parliament or other legislative body (including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the *Charter of the United Nations Act 1945* (Cth) and *Autonomous Sanctions Act 2011* (Cth)) and rules, regulations and other instruments for the purposes of those laws (including, without limitation those made by a Government Agency or regulator).

**Authorisation** means:

- (a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

**Authorised Representative** in respect of a party to a Transaction Document means:

- (a) if the party is a company, a director or company secretary of that company, or an officer or employee of that company whose title contains the word "director", "associate director", "chief", "head", "president", "manager" or "counsel" or a person performing the functions of any of them; or
- (b) any person nominated by that party as an Authorised Representative of that party for the purposes of the Transaction Document.

**Break Costs** means, in relation to any Offer Letter or Offer to Sell Back, any costs, fees, expenses and liabilities suffered or incurred by the Purchaser in terminating or redeploying any funding arrangements (including any swaps, hedges or derivatives) which it has put in place in respect of the purchase, or proposed purchase, of the Lessee Receivables the subject of that Offer Letter or Offer to Sell Back (as calculated by the Purchaser in good faith).

**Business Day** means a day on which banks are open for general banking business in Sydney excluding a Saturday, Sunday or public holiday.

**Collections Account** in connection with a Lessee, means the bank account of the Purchaser with the details below:

Account name: Collections Account  
BSB: 911-001  
Account number: 10021103,

or such other account in the name of the Purchaser and opened in accordance with the Transaction Documents for that Lessee and identified as such in connection with that Lessee.

**Collections** in connection with a Lessee, has the meaning given to it in the Supplemental Deed for that Lessee.

**Consumer Credit Legislation** means each of:

- (a) NCCP;
- (b) the *National Consumer Credit Protection (Fees) Act 2009* (Cth);
- (c) the *National Consumer Credit Protection (Transitional and Consequential Provisions) Act 2009* (Cth);
- (d) the *National Consumer Credit Protection Amendment Act 2010* (Cth);
- (e) NCCP Regulations;
- (f) any acts or other legislation enacted in connection with any of the acts set out in paragraphs (a) to (e) above and any regulations made under any of the acts set out in paragraphs (a) to (e) above; and
- (g) Division 2 of Part 2 of the *Australian Securities and Investments Commission Act 2001* (Cth), and regulations made for the purpose of that Division.

**Contract** means any leasing or other type of contract (howsoever described therein) made between the Seller and a Lessee, to the extent it applies to the leasing of a Related Asset by the Lessee.

**Controller** has the meaning given to that term in the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Costs** includes costs, charges and expenses, including those incurred in connection with advisers.

**Event of Default** in connection with a Lessee, means each of the events set out or referred to as an Event of Default in the Supplemental Deed for that Lessee.

**Government Agency** means:

- (a) any body politic or government in any jurisdiction, whether federal, state, territorial or local;
- (b) a governmental, semi-governmental, regulatory or judicial person including a statutory corporation, agency, board, authority or organisation of any government or in which any government is interested; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**GST** has the meaning given to that term in the GST Law.

**GST Group** has the meaning given to that term in section 48-5 of the GST Law.

**GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvency Event** in relation to a person, means the occurrence of any of the following events in respect of that person:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property;
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Purchaser);
- (d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above;
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Purchaser reasonably deduces it is so subject);
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

**Lessee** means, in relation to a Receivable, the person or persons (other than the Seller) who is obliged to make payments with respect to that Receivable, whether as a principal or secondary obligation.

**Lessee Receivable** means, in connection with a Lessee, a Receivable referred to in an Offer Letter in connection with that Lessee which is accepted by the Purchaser unless the Purchaser has ceased to have an interest in that Receivable in accordance with the Transaction Documents in connection with the Lessee.

**Material Adverse Effect** means, in connection with a Lessee:

- (a) (unless paragraph (b) applies) any event which materially and adversely affects the rights of, or the amount or timing of any payment due to be made to, the Purchaser in relation to that Lessee under the Transaction Documents; or
- (b) has the meaning given to it in the Supplemental Deed for that Lessee.

**Material Document** in connection with a Lessee, has the meaning given to it in the Supplemental Deed for that Lessee.

**NCCP** means the *National Consumer Credit Protection Act 2009* (Cth), including the National Credit Code set out in Schedule 1 of that Act.



**NCCP Regulations** means the *National Consumer Credit Protection Regulations 2010* (Cth).

**Notice of Assignment** means a notice substantially in the form of Schedule 5 and accepted by the Purchaser for the purposes of clause 2.2 (*Further conditions precedent*) of the relevant Supplemental Deed.

**Offer Letter** means an offer letter substantially in the form of Schedule 2.

**Offer to Sell Back** means an offer to sell back substantially in the form of Schedule 3.

**Payment** means, in connection with a Receivable, the payments due under that Receivable that are identified in the relevant Offer Letter.

**Potential Event of Default** means an event or circumstance which, with the passage of time, the giving of notice, the making of any determination or satisfaction of a condition or any combination of any of them, would become an Event of Default.

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

**Receivable** means any receivable, debt, financial asset (including without limitation a business loan or commercial loan) or any other receivable or other form of monetary obligation.

**Receivables Rights** has the meaning given in clause 2.4.

**Receivable Terms** means, in connection with a Receivable, any agreement or other document that evidences the Lessee's obligations to make the Payments for that Receivable.

**Receiver** includes a receiver or receiver and manager.

**Related Assets** means, in respect of a Receivable, the assets or equipment leased by the Lessee which relate to those Receivables, together with all additions to the same and any replacements of the same.

**Related Body Corporate** has the meaning given to that term in the Corporations Act.

**Related Entity** has the meaning given to that term in the Corporations Act.

**Repurchase Price** in respect of a Lessee Receivable to be repurchased in accordance with clause 7 or in accordance with the terms of an Supplemental Deed in connection with a Lessee, has the meaning given to it in the Supplemental Deed for that Lessee.

**Security Interest** means any:

- (a) security interest as defined in section 12(1) or section 12(2) of the PPSA;
- (b) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;
- (c) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
- (d) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy;

(e) third party right or interest or any right arising as a consequence of the enforcement of a judgment; or

(f) agreement to create any of them or allow them to exist,

other than:

(g) any Security Interest created under the Transaction Documents;

(h) any Security Interest in favour of or created by any Lessee in relation to Related Assets under or as permitted by the Receivable Terms; or

(i) any Security Interest in any Receivables Rights which is released or extinguished on or before the Settlement Date for those Receivables Rights.

**Settlement Amount** in respect of the Receivables and related Receivable Rights identified in an Offer Letter in connection with a Lessee, has the meaning given to it in the relevant Supplemental Deed.

**Settlement Date** in respect of an Offer Letter or an Offer to Sell Back, means the date specified as the Settlement Date in the relevant Offer Letter or Offer to Sell Back.

**Supplemental Deed** in connection with a Lessee, means the supplemental deed for that Lessee entered into by the Purchaser and the Seller.

**Tax** means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

**Transaction Documents** in connection with a Lessee means:

(a) this document:

(b) the Supplemental Deed for that Lessee;

(c) each Offer Letter for that Lessee;

(d) any other document so described in the Supplemental Deed for that Lessee;

(e) any document amending any of the above; and

(f) any other document agreed between the Purchaser and the Seller to be a Transaction Document for that Lessee.

## 1.2 Interpretation

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) References to a clause, schedule or annexure are to a clause of, or a schedule or annexure to, this document respectively. References to this document include its schedules and annexures and references in a schedule or part of a schedule to a paragraph are to a paragraph of that schedule or that part of that schedule respectively. Clause headings shall not affect the construction of this document.

(b) References to this document or any other document or to any specified provision of this document or any other document are to this document, that document or that provision as in force for the time being and as amended from time to time in

accordance with the terms of this document or that document and with the consent of the Purchaser in writing, as the case may be.

- (c) Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to a **person** include any individual, corporation, firm, partnership, joint venture, association, body of persons, organisation or trust (in each case whether or not having separate legal personality), and any executor, administrator or successor in law of the person.
- (d) References to statutes and subordinate legislation shall be construed as references to those statutes or that subordinate legislation as respectively replaced, amended or re-enacted from time to time.
- (e) A reference to:
  - (i) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (ii) a time is to Sydney time;
  - (iii) Australian dollars, dollars, \$, A\$ or AUD is a reference to the lawful currency of Australia; and
  - (iv) **property** or an **asset** includes any real or personal, present or future, tangible or intangible property or asset and any right, interest, revenue or benefit in, under or derived from the property or asset.
- (f) The word **company**, except where used in reference to the Seller, shall be deemed to include any corporation, firm, partnership, joint venture, association, organisation or other body of persons, whether incorporated or not incorporated and whether now existing or to be formed after the date of this document.
- (g) The words and phrases **other, including** and **in particular** shall not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- (h) Unless otherwise defined in this document, words defined in the GST Law have the same meaning in clauses concerning GST.
- (i) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.
- (j) An Event of Default in relation to a Lessee is "continuing" or "subsisting" if it has not been remedied or waived in accordance with the Transaction Documents in connection with that Lessee.

### 1.3 **Supplemental Deed**

- (a) If a term of a Supplemental Deed is inconsistent with any provision of this document, the Supplemental Deed shall prevail to the extent of the inconsistency, with respect only to the Lessee to which that Supplemental Deed relates.
- (b) A Supplemental Deed in relation to a Lessee may expressly amend any provision of this document with respect to that Lessee. This document shall be construed accordingly.

## 2. **OFFER TO SELL**

### 2.1 **Seller may make offer**

The Seller may make an offer to the Purchaser to sell Receivables Rights in accordance with clause 2.2.

### 2.2 **Requirements for an offer**

An offer to sell Receivables Rights must be made by way of an Offer Letter delivered to the Purchaser by no later than 12.00pm on the date which is three Business Days prior to the relevant Settlement Date (or such other time as may be agreed between the Seller and the Purchaser). An Offer Letter given to the Purchaser in accordance with this clause 2.2 is irrevocable.

### 2.3 **No obligation to offer or accept**

- (a) Nothing in this document or any other Transaction Document obliges:
  - (i) the Seller to give any Offer Letter; or
  - (ii) the Purchaser to accept any Offer Letter, even if all conditions precedent under the Transaction Documents in respect of the funding of the purchase of the relevant Receivables are or have been satisfied.
- (b) Unless otherwise agreed in writing between the Seller and the Purchaser, no contract for the sale or purchase of Receivables Rights will arise unless and until the Purchaser accepts the offer contained in an Offer Letter in accordance with this document.

### 2.4 **Offer Letter**

Once given, an Offer Letter constitutes an offer by the Seller to assign to the Purchaser with effect from the Settlement Date, each of the Seller's right, legal and beneficial title and interest in and to (collectively, the **Receivables Rights**):

- (a) each Receivable identified in the Offer Letter; and
- (b) any other property or rights in relation to each such Receivable as may be specified in the Offer Letter.

Identification of the Receivables Rights offered under the Offer Letter may be provided in the form of an attached computer file or other electronic medium provided that the Receivables Rights the subject of the offer can be unambiguously identified by reference to the relevant Receivable at the time the Offer Letter is given.

### 2.5 **Seller representation**

The delivery of an Offer Letter constitutes a representation by the Seller to the Purchaser that all conditions precedent under the Transaction Documents (including this document) in respect of the sale of Receivables and the funding of the purchase of the Receivables are or will be satisfied by the time specified in clause 4.1.

## 3. **CONDITIONS PRECEDENT**

### 3.1 **Conditions precedent to giving notice**

The Seller may not offer to sell any Receivables Rights in an Offer Letter unless:

- (a) a Supplemental Deed has been entered into in relation to the Lessee to which the Offer Letter relates;
- (b) the Purchaser holds a current Authorised Representatives certificate in the form of Schedule 4 to this document and the identity of each Authorised Representative has been verified to the Purchaser's satisfaction;
- (c) the conditions precedent, if any, to the giving of an Offer Letter set forth in the relevant Supplemental Deed are satisfied;
- (d) no Event of Default is subsisting or would result from the transactions contemplated under the Offer Letter;
- (e) the Purchaser has received, or is satisfied it will receive on financial close, all fees and expenses incurred by it in entering into the Transaction Documents
- (f) the Purchaser is satisfied that any duty payable in connection with the entry into the Transaction Documents has been duly paid; and
- (g) the Purchaser has received information regarding the financial condition of the Seller and any proposed Lessee, including without limitation copies of the latest consolidated accounts for the consolidated group of which Seller is part.

To the extent that an Offer Letter is accepted in accordance with this document, a breach of this clause will not act to invalidate any assignment or transfer of a Receivables Rights pursuant to that Offer Letter.

### 3.2 **Benefit of conditions**

Each condition in this clause is for the sole benefit of the Purchaser.

## 4. **ACCEPTANCE OF THE OFFER LETTER**

### 4.1 **Payment of Settlement Amount**

The Purchaser may only accept an Offer Letter by paying the Settlement Amount in respect of that Offer Letter in cleared funds to the account specified by the Seller on the relevant Settlement Date.

### 4.2 **Binding agreement**

Acceptance of an Offer Letter by the Purchaser in accordance with clause 4.1 will constitute:

- (a) a legal, valid and binding agreement between the Seller and the Purchaser on the terms contained in this document, the Supplemental Deed and the relevant Offer Letter; and
- (b) without any further act or instrument by the parties, an immediate assignment of the Seller's entire right, legal and beneficial title and interest in each of the Receivables Rights specified in the Offer Letter.

### 4.3 **Transfer**

The parties acknowledge and agree that the sale, transfer and assignment to the Purchaser of Receivables Rights under this document will take effect as an absolute legal assignment and transfer immediately on the giving of the Notice of Assignment in accordance with clause 4.4.

**4.4 Notice of Assignment**

- (a) The Seller must, as soon as practicable after acceptance of an Offer Letter by the Purchaser in accordance with clause 4.1 (and, in any event within 2 Business Days), give a Notice of Assignment to the relevant Lessee.
- (b) The Seller must use reasonable endeavours to procure an acknowledgement of receipt by a representative of the relevant Lessee.
- (c) The Seller must provide the Purchaser promptly with evidence that the Notice of Assignment has been given to the relevant Lessee in accordance with this clause (and, if applicable, its receipt).

**4.5 Sale not to amount to assumption of obligations**

Any sale of Receivables Rights in accordance with this document and an Offer Letter does not constitute an assumption by the Purchaser of any obligation or liability of the Seller or of any other person in relation to such Receivables.

In particular, the Seller retains the obligation to provide such other financial accommodation as the Seller was required to make or provide under such Receivables.

**4.6 Future receivables**

Without limiting the effect of any assignment of any Receivables Rights occurring on the Purchaser accepting an Offer Letter in accordance with this document, the Seller's right, title and interest in respect of any such Receivables Rights arising on or after the relevant Settlement Date form part of the rights assigned to the Purchaser and, immediately following such rights arising, vest in the Purchaser in accordance with the assignment of the Receivables Rights pursuant to this document.

**4.7 No ownership by the Seller**

It is the intention of the parties that the assignment of the Receivables Rights will constitute a sale of the Seller's right, legal and beneficial title and interest in and to those Receivables Rights and those Receivables Rights will not comprise assets of the Seller in the event that an Insolvency Event occurs in respect of the Seller.

**4.8 Dealings with third parties**

The Seller must not expressly or by implication hold itself out as, or permit anyone else to hold it out as an agent, a partner, officer or employee of the Purchaser or do anything else which may lead any person to believe that it is an agent, a partner, officer or employee of the Purchaser. The Seller must ensure that none of its officers or employees does anything which the Seller is prohibited from doing under this clause.

**5. COLLECTION**

The parties agree and acknowledge that all Collections will be collected, paid and otherwise dealt with in accordance with the terms of the Supplemental Deed in connection with the relevant Lessee.

**6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

**6.1 Representations and warranties – Seller**

The Seller hereby represents and warrants to the Purchaser that:

- (a) it has been incorporated in accordance with the laws of its place of incorporation, is validly existing under those laws and has power and authority to own its assets and to carry on its business as it is now being conducted;
- (b) it has the power to execute, deliver and perform its obligations under the Transaction Documents to which it is a party and it has the power to carry out the transactions contemplated in such documents and all necessary corporate and other action has been or will be taken to authorise the execution, delivery and performance of the same;
- (c) the Transaction Documents to which it is a party constitute the valid and legally binding obligations of the Seller enforceable in accordance with the relevant terms;
- (d) its execution, delivery and performance of the Transaction Documents to which it is a party and the occurrence of the sale pursuant to an Offer Letter will not cause the Seller to be in breach of any agreement to which it is party which has or is reasonably likely to have a Material Adverse Effect, or of any applicable law or regulation binding upon the Seller or its directors or conflict with the provisions of its constituent documents;
- (e) it has in full force and effect the Authorisations necessary for it to:
  - (i) enter into the Transaction Documents to which it is a party, to exercise its rights and comply with its obligations under them; and
  - (ii) carry on its business as it is now being conducted;
- (f) it benefits by entering into the Transaction Documents to which it is a party;
- (g) no Insolvency Event has occurred in respect of it and there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;
- (h) it does not enter into any Transaction Document as trustee;
- (i) it has no immunity from the jurisdiction of a court or from legal process;
- (j) no litigation, arbitration or other proceedings are taking place or, to the best of its knowledge, are threatened against the Seller which would have an adverse effect on the rights of the Purchaser under the Transaction Documents;
- (k) no Receivables which are the subject of an Offer Letter are regulated by any Consumer Credit Legislation; and
- (l) the Seller has verified the identity of the relevant Lessee and will retain its verification records and will promptly provide to the Purchaser, on request, all information relating thereto which the Purchaser may reasonably require.

The representations and warranties in this clause 6.1 are taken to be also made (by reference to the then current circumstances) by the Seller on the date of each Offer Letter and on the relevant Settlement Date for that Offer Letter.

## 6.2 **Representations and warranties – Receivables**

On the date of the relevant Letter of Offer and on the relevant Settlement Date for that Offer Letter, the Seller represents and warrants to the Purchaser in respect of each Receivable referred to in the relevant Offer Letter:



- (a) at the time the Receivable Terms were entered into and at all times after that until immediately prior to the assignment of the relevant Receivable and Receivables Rights to the Purchaser, that Receivable, the Receivables Rights and related Receivable Terms complied in all material respects with applicable laws;
- (b) there is no fraud, dishonesty, material misrepresentation or negligence on the part of the Seller in connection with the selection and offer to the Purchaser of each Receivable;
- (c) all consents required in relation to the assignment of the Receivables Rights to the Purchaser in accordance with this document have been obtained and the Receivables Rights are assignable;
- (d) the assignment of the Receivables Rights to the Purchaser under this document is valid and binding on it and is enforceable against the Seller's creditors;
- (e) the assignment of the Receivable and Receivables Rights will not constitute a breach of the Seller's obligations or a default under any Security Interest granted by the Seller;
- (f) each Receivable is a valid and binding obligation of the Lessee, enforceable in accordance with its terms against the Lessee except to the extent that it is affected by applicable equitable principles and laws relating to insolvency and creditors' rights generally;
- (g) each Receivable has been serviced at all times prior to the relevant Settlement Date, as the case may be, materially in compliance with all applicable laws;
- (h) other than the Receivable Terms, there are no documents entered into by the Seller and the Lessee in relation to the Receivable or the Receivables Rights which would qualify or vary the terms of the Receivable in any material respect;
- (i) the Seller has undertaken appropriate "know your client" checks in connection with the relevant Lessee and has complied with all other money laundering regulations and any other applicable statutory requirements and applicable guidance;
- (j) no breach has occurred of any of the Receivable Terms whether on the part of the Seller or on the part of the Lessee (as the case may be), which would affect the Lessee's obligations to make payments due to the Seller under the Receivable Terms;
- (k) the Seller has no reason to believe that any payments due to the Seller under the Receivable Terms on or after the relevant Settlement Date will not be paid by the Lessee in full in accordance with the terms of the Receivable Terms;
- (l) the Lessee does not have any cause to exercise or raise any right of set-off or counterclaim under the Receivable Terms or otherwise and no matter (whether in respect of the condition or functionality of the Related Assets, the performance by the Seller of its obligations or otherwise) exists which would enable a Lessee the right to withhold or delay or reduce any amounts due and payable under the Receivable Terms; and
- (m) the Seller has not sold or assigned (nor does any offer remain capable of acceptance to assign) the Receivables and related Receivables Rights to any other party nor are the Related Assets or the Receivables Rights subject to any Security Interests.

### 6.3 **Representations and warranties – Related Assets**

On the date of the relevant Letter of Offer and on the relevant Settlement Date for that Offer Letter, the Seller represents and warrants to the Purchaser in respect of each Related Asset related to the Receivables referred to in the relevant Offer Letter:

- (a) all information relating to the Related Assets which is known or would be known by a lessor in the normal course of conducting a business similar to the business conducted by the Seller which is material to be known by a prudent purchaser for value thereof, has been disclosed to the Purchaser in writing prior to the Seller delivering the Offer Letter;
- (b) the Seller owns the Related Assets free of Security Interest;
- (c) the Related Assets exist, has been delivered to the Lessee and are acceptable to the Lessee in accordance with the terms of the Contract, and the Seller has not received written notice from the Lessee that the Related Assets are not acceptable to it or are not in accordance with the terms of the Contract;
- (d) none of the Related Assets are the subject of any agreement or option for the sale and purchase thereof in favour of any relevant Lessee or any other third party; and
- (e) there is no breach of the insurance requirements under the terms of the Contract.

### 6.4 **Requirement to repurchase**

If any of the representations or warranties given pursuant to this clause 6 or as expressly set out in the Supplemental Deed or in any Offer Letter are breached, incorrect or misleading in any respect which the Purchaser considers to be material in connection with a Lessee Receivable and the related Receivable Rights, then (without prejudice to any other rights and remedies which the Purchaser may have) the Purchaser may require the Seller to repurchase the Lessee Receivables and the related Receivable Rights to which such incorrect representations and warranties relate in accordance with clause 7 (such that the Purchaser requiring the Seller to make such a repurchase is deemed to be an Offer to Sell Back for the purposes of clause 7).

### 6.5 **Seller undertakings**

The Seller undertakes to:

- (a) to do all things that are necessary or reasonably desirable to defend any material claim which questions the enforceability of a Lessee Receivable or the related Receivable Rights or which questions the ownership or interest of the Purchaser in the related Receivable Rights as legal owner;
- (b) ensure that the Lessee Receivables are identified in the Seller's systems as sold and are tagged so as to enable the Lessee Receivables to be distinguished from any other receivables;
- (c) to comply in all material respects with all applicable laws in connection with:
  - (i) its dealings with Lessees;
  - (ii) its sale of any Lessee Receivable and related Receivable Rights in accordance with this document;
  - (iii) the origination and servicing of any Lessee Receivable;

- (d) not represent to others that it owns any Lessee Receivable for its own account, and it will deal with each Lessee Receivable only as permitted by this document;
- (e) to obtain, renew on time and comply with the terms of each authorisation necessary for it to enter into the Transaction Documents to which it is a party and to comply with its obligations under them and allow them to be enforced;
- (f) ensure that all records and receivables contracts relating to the Lessee Receivables (including the Receivable Terms) held in its custody are held securely by it and are accessible;
- (g) execute all documents and perform any act, matter or thing reasonably requested by the Purchaser and which are necessary to:
  - (i) perfect, protect or more fully evidence the assignment of the Receivables Rights to the Purchaser and the Purchaser's interest in each Receivable Right; and
  - (ii) protect and enforce the Purchaser's interest (including any security interest) in any Collections in connection with the Lessee Receivables and related Receivables Rights;
- (h) notify the Purchaser promptly upon actually becoming aware of:
  - (i) any representation or warranty made or taken to be made by the Seller under a Transaction Document in connection with a Lessee being materially incorrect when made or taken to be made;
  - (ii) any material breach by the Seller of its obligations under the Transaction Documents in connection with a Lessee;
  - (iii) any Event of Default,

in each case providing details of the relevant default and any step taken or proposed to remedy it;
- (i) notify the Purchaser as soon as it becomes actually aware of the details of any claim, dispute or action involving the Lessee, the Lessee Receivables or related Receivables Rights which is likely to have a Material Adverse Effect;
- (j) except as required by law or any binding order or directive or regulatory undertaking or as otherwise contemplated in the Transaction Documents of that Lessee, not create, attempt to create or consent to the creation of any Security Interest in respect of any Lessee Receivable or the Receivables Rights;
- (k) generally behave and perform in a manner that will not entitle the Lessee to exercise any right of set-off against payments due under the Receivable Terms;
- (l) at all times:
  - (i) not do anything which would entitle the Lessee to withhold, delay or reduce or be exonerated from paying amounts due under the Receivable Terms or any other sums due which may affect the Receivables Rights;
  - (ii) not amend, vary or waive any of the terms of the Contract or the Receivables Terms in respect of any Lessee Receivables or purport to do the same without the prior written consent of the Purchaser;

- (iii) not agree to the novation or assignment of all or any of its rights or obligations under the Contract or of all or any of the Lessee's rights and obligations under the Contract without the prior written consent of the Purchaser;
  - (iv) not accept any act of repudiation of the Contract without the Purchaser's prior written consent;
  - (v) not exercise any right of termination of or under the Contract except where instructed in writing by the Purchaser to do so and then to do so strictly and promptly in accordance with the Purchaser's instructions; and
  - (vi) not agree to the Lessee's request for termination of the Contract without the Purchaser's prior written consent and where such consent is given only to agree to such request strictly in accordance with the Purchaser's written instructions and to use its best endeavours to recover any payment due on termination of the relevant Contract;
- (m) inform the Purchaser immediately in writing if it becomes aware of any disputes or breach in relation to any Contract;
  - (n) inform the Purchaser of any event of default (howsoever described) by the Lessee in writing immediately on becoming aware of the same and to act promptly in accordance with the Purchaser's written instructions in relation to the same;
  - (o) provide to the Purchaser all information regarding the Lessee, the Receivable Terms and the Related Assets and any hardware, software and services to be provided pursuant to the Contract which the Purchaser may at any time reasonably require;
  - (p) notify the Purchaser of any request by the Lessee for any variation of the terms of the Receivable Terms and take and promptly implement the instructions of the Purchaser in respect thereof;
  - (q) promptly notify the Purchaser if the Lessee makes a request to assign the benefit of the Receivable Terms to another party, and not to agree to such request without the prior written consent of the Purchaser, and ensure that the Lessee or the Lessee's assignee executes such other documents as the Purchaser may require in relation to such assignment; and
  - (r) promptly provide the Purchaser with a copy of any material written notice which the Seller has received from a Lessee in relation to any Receivable Terms.

The Purchaser acknowledges and agrees that the Seller is only required to comply with the Purchaser's directions or requirements in relation to Receivables Terms or Contracts under this clause 6.5 to the extent that the Seller has the right to do so under the terms of the Material Documents and to do so would not give rise to a breach of any law.

## 6.6 **Negative Covenants**

The Seller must not:

- (a) except as otherwise provided in the Transaction Documents in connection with a Lessee, sell, assign or otherwise dispose of, direct anyone to create, or create or allow to exist any Security Interest or purported Security Interest with respect to the Lessee Receivables, Receivables Rights and Related Assets or any right to receive income in respect of the Lessee Receivables, Receivables Rights and Related Assets; or
- (b) do or omit to be done anything that would make the Lessee Receivables subject to any contractual or other right of set-off exercisable by the Lessee.

## 6.7 **Annual reporting**

The Seller must, not later than 120 days after the end of each financial year and half year, provide to the Purchaser copies of the consolidated accounts (including statements of financial performance and financial position, annual cash flow analysis broken into monthly accounting periods) for the consolidated group of which Seller is part, prepared by an "arm's length" accounting firm using generally accepted Australian Accounting Standards.

## 6.8 **Continuing representations, warranties and undertakings**

The representations, warranties and undertakings contained in this clause 6 shall survive the termination or expiry by effluxion of time of the Receivable Terms and the Transaction Documents.

## 7. **REPURCHASE**

### 7.1 **Offer to Sell Back**

- (a) The Purchaser may make an offer to the Seller to sell Lessee Receivables and related Receivable Rights in accordance with this clause 7.1. An offer to sell Lessee Receivables and related Receivable Rights must be made by way of an Offer to Sell Back prepared and executed by the Purchaser. The Offer to Sell Back must be delivered to the Seller on or before the relevant Settlement Date specified in the relevant Offer to Sell Back (or such other time as may be agreed between the Purchaser and the Seller).
- (b) Nothing in this document obliges the Purchaser to give any Offer to Sell Back or the Seller to accept any Offer to Sell Back.
- (c) Once given, an Offer to Sell Back constitutes an offer to assign to the Seller with effect from the commencement of business on the relevant Settlement Date specified in that Offer to Sell Back the Purchaser's right, title and interest in and to the Lessee Receivables and related Receivable Rights specified in the Offer to Sell Back and related Receivable Rights.
- (d) The Seller may accept an Offer to Sell Back by paying the Repurchase Price specified in the Offer to Sell Back in cleared funds to the Collections Account of the Purchaser in connection with the relevant Lessee on the relevant Settlement Date.
- (e) On receipt in the Collections Account (in cleared funds) of the Repurchase Price for Lessee Receivables and related Receivable Rights specified in an Offer to Sell Back on the relevant Business Day of receipt and, without any further act or instrument by the parties, the Purchaser assigns to the Seller on that Business Day the relevant Lessee Receivables and related Receivable Rights.
- (f) The Seller will be responsible for any Taxes and Costs of the Purchaser payable in connection with such assignment and the Seller must promptly indemnify the Purchaser for any Tax that the Purchaser is liable to pay in connection with such assignment.

### 7.2 **No representation**

No representation or warranty will be given by the Purchaser to the Seller in relation to a Lessee Receivable or related Receivable Rights that is repurchased by the Seller under this clause 7 except that the Lessee Receivable and related Receivable Rights are assigned with such title as the Purchaser received from the Seller and free from all Security Interests created by the Purchaser.

## 8. **INDEMNITIES**

### 8.1 **General indemnity**

The Seller indemnifies the Purchaser from and against liability, loss, costs, charges and expenses arising from or incurred in connection with:

- (a) a breach of representation or obligation by the Seller under any Transaction Document;
- (b) any dispute, claim or equity asserted by any person (other than the Purchaser) in connection with the Purchaser's interest in the Lessee Receivables;
- (c) the commingling of Collections by the Seller at any time with other funds;
- (d) the failure to effect a sale by the Seller to the Purchaser of any Receivable Rights which is the subject of an accepted Offer Letter; and
- (e) any fraud or negligence on the part of the Seller or any of its agents or delegates,

except to the extent caused or contributed by the fraud, gross negligence or wilful misconduct of the Purchaser.

The Seller has no liability for any obligation of a Lessee or a Lessee failing to perform any obligation under any Receivables Terms and nothing in the Transaction Documents in connection with a Lessee constitutes a guarantee or similar obligation by the Seller of any Lessee Receivable or any Lessee.

### 8.2 **Indemnity if conditions precedent not satisfied**

If:

- (a) the Purchaser enters into or has put in place any funding arrangements to pay the Settlement Amount in respect of an Offer Letter which has been delivered by the Seller under this document; and
- (b) then, any condition precedent under the Transaction Documents in respect of the funding of the purchase of the relevant Receivables have not been satisfied (or waived in writing) prior to midday on the relevant Settlement Date,

the Seller must indemnify the Purchaser from and against all Break Costs incurred by the Purchaser as a result of the Offer Letter not being accepted on the Settlement Date.

### 8.3 **Tax indemnity**

The Seller indemnifies the Purchaser from and against liability, loss, costs, charges and expenses arising from or incurred in connection with any stamp duty, GST, withholding tax or other transaction taxes, duties or imposts incurred by the Purchaser under or in connection with any Transaction Documents or any transaction contemplated by the Transaction Documents.

## 9. **NO CONFLICT**

The Seller and any of its Related Entities may:

- (a) engage in any kind of banking, trust or other business with the Purchaser or any of their Related Entities; and

- (b) accept fees and other consideration from the Purchaser or any of their Related Entities for services in connection with the Transaction Documents or any other arrangement,

without having to account to the Purchaser for any income they derive in doing so.

The Seller and any of its Related Entities are released from any obligation they might otherwise have to the Purchaser in relation to these matters.

10. **EXPENSES**

- (a) The Seller must pay or reimburse the Purchaser's reasonable legal costs and expenses in respect of the completion of the Transaction Documents.
- (b) The Seller must pay its own expenses incurred in connection with performing its obligations under the Transaction Documents.

11. **NOTICES**

11.1 **How to give a notice**

- (a) A notice, consent or other communication under any Transaction Document is only effective if it is:
  - (i) in writing, signed by or on behalf of the person giving it;
  - (ii) addressed to the person to whom it is to be given in accordance with its details set out in the Transaction Documents or as specified to the sender by the party by notice; and
  - (iii) given in one of the following ways:
    - (A) sent by email to the email address specified by the recipient as set out for that party in the Transaction Documents or as specified to the sender by the party by notice;
    - (B) sent by prepaid mail (by airmail, if the address is overseas) or delivered to that person's address;
    - (C) given personally; or
    - (D) given in any other manner permitted by law.
- (b) If the sender is a company, any such notice or other communication (other than by email) must be signed by an Authorised Representative of the sender.

11.2 **When a notice is given**

- (a) Any communication under or in connection with a Transaction Document may be sent to a party by email and will be effective or delivered only:
  - (i) if it is sent by email to the email address specified by the recipient as set out for that party in the Transaction Documents or as specified to the sender by the party by notice, unless for each of the addresses, the sender receives an automatic notification that the e-mail has not been received (other than an out of office greeting for the named addressee) and it receives the notification before four hours after the last to occur (for all addresses) of:



- (A) dispatch, if it is received during business hours in the city of the address; or
  - (B) if not received during business hours in the city of the address, the next opening of business in such city;
  - (ii) upon the sender receiving a message from the intended recipient's information system confirming delivery of the email;
  - (iii) upon the email being available to be read at one of the email addresses specified by the sender; and
  - (iv) when the email is in an appropriate and commonly used format, and any attached file is a pdf, jpeg, tiff or other appropriate and commonly used format.
- (b) Any such notice or other communication is regarded as being given by the sender and received by the addressee:
- (i) if by delivery in person, when delivered to the addressee; or
  - (ii) if by post, on delivery to the addressee,
- but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day.
- (c) Any such notice or other communication can be relied on by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

12. **PAYMENTS**

Each party agrees to make payments (including by way of reimbursement) under each Transaction Document:

- (a) into an account in Australia notified by the recipient in writing;
- (b) on the due date (or, if that is not a Business Day, on the next Business Day); and
- (c) in Australian dollars in immediately available funds; and
- (d) in full without set-off or counterclaim, and without any deduction in respect of Taxes unless prohibited by law.

If a party directs the other party to pay a particular party or in a particular manner, the payer is taken to have satisfied its obligation to the payee by paying in accordance with the direction.

13. **CONFIDENTIALITY**

The Seller hereby undertakes to the Purchaser and the Purchaser hereby undertakes to the Seller that it will not during the continuance of this document or afterwards (unless authorised in writing to do so by the other or by a court of competent jurisdiction) use for its own benefit or the benefit of any other person or disclose to any person, any confidential information relating to this document.

14. **GST**

14.1 **GST exclusive**

Unless otherwise indicated all amounts referred to in the Transaction Documents are exclusive of GST.

14.2 **GST pass on**

If GST is or will be payable on a supply made under or in connection with under a Transaction Document, to the extent that the consideration otherwise provided for that supply under the Transaction Document is not stated to include an amount in respect of GST on the supply:

- (a) the consideration otherwise provided for that supply under the Transaction Document is increased by the amount of that GST; and
- (b) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the supplier.

14.3 **Later adjustment to price or GST**

If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier:

- (a) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving 7 days written notice; or
- (b) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply.

14.4 **Tax Invoices and Adjustment Notes**

The right of the supplier to recover any amount in respect of GST under a Transaction Document on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the recipient.

14.5 **Withholding**

All payments made under a Transaction Document are subject to any withholding required by law.

14.6 **Reimbursements and indemnities**

Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under a Transaction Document must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.

15. **AML/CTF LAW OBLIGATIONS**

15.1 **No breach of AML/CTF Law**

- (a) Each party must ensure that it does not and does not knowingly cause another party to breach any AML/CTF Law in Australia affecting it or any other party.
- (b) If a party becomes aware that it has not complied clause 15.1(a), the party must, to the extent permitted by law, immediately notify each other party of the breach.

15.2 **Collection of information**

- (a) Each party ("**Disclosing Party**") must give any other party ("**Receiving Party**") and any agent or other service provider of the Receiving Party (each an "**agent**" in clause 15.3) on request, any document or other information the Disclosing Party has which is requested for the purposes of compliance with any AML/CTF Law in any jurisdiction including any identification or verification or transaction monitoring check or procedure under any AML/CTF Law in that jurisdiction affecting the Receiving Party or a Related Body Corporate of the Receiving Party or any of its assets.
- (b) A party does not breach this document where it fails to provide any document or information under this clause 15.2 because it is prevented by a legal obligation (including confidentiality restrictions) from disclosing the document or information. However, clause 15.4(a)(i) will apply.

15.3 **Acknowledgement by Disclosing Party**

Each Disclosing Party acknowledges that:

- (a) if information or documents are collected by the Receiving Party's agent, the agent may give the information or documents to the Receiving Party;
- (b) the Receiving Party may in its absolute discretion use information or documents provided by the Disclosing Party for the purposes of clause 15.2 in any way the Receiving Party thinks is necessary for the purposes of any AML/CTF Law in any jurisdiction; and
- (c) the Receiving Party may in its absolute discretion disclose any information or document provided by the Disclosing Party for the purposes of any AML/CTF Law in any jurisdiction including a disclosure to any person authorised under any AML/CTF Law in that jurisdiction to receive that information and any agent or Related Body Corporate of the Receiving Party.

15.4 **Failure to comply with obligations**

- (a) This clause 15.4 applies if:
  - (i) a party (a "**Suspected Party**") does not meet a request, or otherwise comply with its obligations, under clauses 15.1, 15.2 or 15.3; or
  - (ii) a party reasonably suspects that another party (a "**Suspected Party**") is in breach of any AML/CTF Law in any jurisdiction affecting the Suspected Party or any of its assets.
- (b) If this clause 15.4 applies, each party may, without limitation to clauses 15.1, 15.2 or 15.3, do any one or more of these things:

- (i) take any action reasonably necessary to enable it to comply with any AML/CTF Law in the relevant jurisdiction (including where reasonable, ceasing, delaying or blocking any payment to or dealing with the Suspected Party); and/or
- (ii) give any information about any transaction or activity involving the Suspected Party, its directors, employees or agents to any person authorised under the relevant AML/CTF Law in the relevant jurisdiction to receive that information,

provided that this clause does not relieve the Purchaser of its payment obligations under the Transaction Documents.

- (c) To the maximum extent permitted by law, each party releases each other party from any confidentiality, privacy or general trust law obligations that they may otherwise owe to one another to the extent that the existence of these obligations would otherwise prevent them from providing any information or documents requested in accordance with this clause 15.4.

## 16. GENERAL

### 16.1 Prohibition and enforceability

- (a) Any provision of, of the application of any provision of, any Transaction Document which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, any Transaction Document which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

### 16.2 Waivers

- (a) A waiver of any right arising from a breach of a Transaction Document or of any right arising on default under a Transaction Document or on the occurrence of an Event of Default must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of:
  - (i) a right arising from a breach of a Transaction Document or the occurrence of an Event of Default; or
  - (ii) a right created or arising on the occurrence of an Event of Default,does not result in a waiver of that right.
- (c) A party is not entitled to rely on a delay in the exercise or non exercise of a right arising from a breach of a Transaction Document or on a default under a Transaction Document or on the occurrence of an Event of Default as constituting a waiver of that right.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right by that other party.
- (e) This clause 16.2 may not itself be waived except in writing.

16.3 **Cumulative rights**

The rights and remedies provided in a Transaction Document are cumulative and not exclusive of any rights or remedies provided by law independently of the Transaction Document.

16.4 **Code of Banking Practice**

The parties agree that the Code of Banking Practice does not apply to any Transaction Document or any transaction or service under any Transaction Document.

16.5 **Counterparts**

This document may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document.

16.6 **Governing law and jurisdiction**

This document is governed by, and shall be construed in accordance with, the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

16.7 **Service of documents**

Without preventing any other method of service, any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) in relation to this document or any other Transaction Document may be served on a party by being delivered to or left at that party's address for service of notices in accordance with clause 11.

**SCHEDULE 1**

**Notice details**

<b>Seller</b>	<b>Forum Enviro (Aust) Pty Ltd</b>
Address	5/141 Walker St, North Sydney NSW 2060
Attention	Bill Papas and Alex Colbert
Phone	+61 2 9002 4000
Email	acolbert@forumfinance.com.au; BPapas@forumgroup.com.au

<b>Purchaser</b>	<b>SMBC Leasing and Finance, Inc. Sydney Branch</b>
Address	Level 40, The Chifley Tower, 2 Chifley Square, Sydney NSW 2000, Australia
Attention	Michael Timpany and Andrew Dick
Phone	+61-2-9376-1800
Email	michael_timpany@au.smbc.co.jp; andrew_dick@au.smbc.co.jp

Copy to:

Attention	Lease Administration Team
Phone	+442077861741
Email	leaseadmin@gb.smbcgroup.com

## SCHEDULE 2

### Form of Offer Letter

#### Offer Letter

To: SMBC Leasing and Finance, Inc. Sydney Branch  
[insert address]  
Attention: [●]

[insert date]

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated [●] ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the [insert name of Lessee].
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivable are:
  - (a) the periodic payments [insert payment type] due from, and payable by, the Lessee under the Receivable Terms; and
  - (b) the [insert payment type] payable by the Lessee on termination of the Receivable Terms.
4. The Receivables Rights in respect of the Receivables include (without limitation), in respect of the [specific contract], the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is [●].
6. The Settlement Amount is \$[●].
7. The Settlement Amount is to be paid to the following account:

[insert relevant account details]
8. The Seller confirms that no Event of Default 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.



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*[insert name]* being an Authorised Representative of Forum Enviro (Aust) Pty Ltd ABN 78 607 484 364.

### SCHEDULE 3

#### Form of Offer to Sell Back

#### Offer to Sell Back

To: Forum Enviro (Aust) Pty Ltd  
[Insert address]  
Attention: [●]

[insert date]

**Offer to Sell Back – Master Receivables and Assets Purchase Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated [●] ("MRASA")**

The Purchaser gives notice as follows:

1. This is an Offer to Sell Back in connection with [*insert name of Lessee*].
2. The [spreadsheet annexed to this Offer to Sell Back] sets out the details of the Lessee Receivables which are offered for sale.
3. The Settlement Date is [●].
4. The Repurchase Price is \$[●].
5. The Repurchase Price is to be paid to the following account:  
  
[*insert relevant account details*]

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

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[*insert name*] being an Authorised Representative of SMBC Leasing and Finance, Inc. Sydney Branch  
ABN 88 327 596 442.

**SCHEDULE 4**

**Form of Authorised Representative Certificate**

**From: FORUM ENVIRO (AUST) PTY LTD** (ABN 78 607 484 364) (**Seller**)

**To: SMBC LEASING AND FINANCE, INC. SYDNEY BRANCH** (ABN 88 327 596 442) (**Purchaser**)

**Master Receivables Acquisition and Servicing Agreement dated \_\_\_\_\_ 2020  
between the Purchaser and the Seller (MRASA)**

We refer to the MRASA. Terms used in the MRASA have the same meaning in this certificate unless given a different meaning in this certificate.

We, \_\_\_\_\_, each [an attorney / a director] of the Seller duly authorised by the Seller to give this certificate certify as follows:

- (a) Each of the representatives of the Seller designated below is a duly qualified and acting Authorised Representative of the Seller in the capacity indicated below, and the signature appearing beside the name of the Authorised Representative is the true and genuine signature of that person.

Name	Position	Signature	Date of Birth
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- (b) Each Authorised Representative has full power and authority to act severally on behalf of the Seller in relation to the MRASA and each other Transaction Document.
- (c) By completing and signing this certificate, the Authorised Representative acknowledges that the Purchaser may verify the identity of each Authorised Representative and carry out any "know your customer" check (or similar requirement) in respect of each Authorised Representative to the Purchaser's satisfaction.

**Date:**

**EXECUTED** by **FORUM ENVIRO (AUST) PTY LTD** ABN 78 607 484 364 in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SCHEDULE 5**

**Notice of Assignment**

[On Forum Envio (Aust) Pty Ltd Letterhead]

To: [Lessee]

Date: \_\_\_\_\_ 2020

**Sale of receivables**

We refer to the [*describe contract*] dated [•] between each of us (the **Contract**).

We are writing to notify you that under a Master Receivables Acquisition and Servicing Agreement between us, as seller and SMBC Leasing and Finance, Inc. Sydney Branch ABN 88 327 596 442 (**SMBC-LF**) as purchaser, we have assigned all of our right, title and interest in and to [*the Usage Charges and the Recoverable Amount*] under the Contract to SMBC-LF.

We remain liable to exercise and perform all of our obligations under the Contract.

We will also continue to manage all aspects of the Contract and collection of payments under the Contract, unless and until SMBC-LF notifies you otherwise.

This notice is governed by the law in force in New South Wales, is irrevocable and may not be amended, terminated or withdrawn without the prior written consent of SMBC-LF.

Please contact [•] if you have any questions.

**SIGNED** for **FORUM ENVIO (AUST) PTY LTD** by its attorney:

\_\_\_\_\_  
Signature of attorney

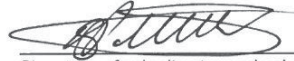
\_\_\_\_\_  
Name of attorney

**EXECUTED** as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**SELLER**

**EXECUTED** by **FORUM ENVIRO (AUST) PTY LTD** ABN 78 607 484 364 by its sole director and sole company secretary in accordance with section 127(1) of the *Corporations Act 2001* (Cth):



\_\_\_\_\_  
Signature of sole director and sole company secretary

**BASILE PAPADIMITRIOU**

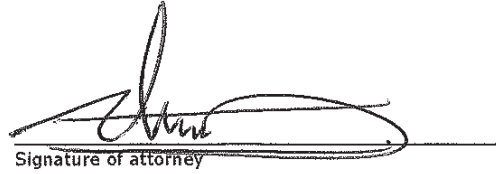
\_\_\_\_\_  
Name

**PURCHASER**

**SIGNED, SEALED AND DELIVERED** for  
**SMBC LEASING AND FINANCE, INC.**  
**SYDNEY BRANCH** by its attorney in the  
presence of:

  
Signature of witness

MERCEDES FABREGA LÓPEZ-CETENO  
Name of witness

  
Signature of attorney

LAWRENCE BUTCHER  
Name of attorney



## Supplemental Deed

Forum Enviro (Aust) Pty Ltd

ABN 78 607 484 364

and

SMBC Leasing and Finance, Inc. Sydney Branch

ABN 88 327 596 442

Supplemental Deed in relation to Veolia  
Environmental Services (Australia) Pty Ltd

17 July

2020



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**THIS DEED** is made on 17 July 2020

**BETWEEN:**

- (1) **Forum Enviro (Aust) Pty Ltd** ABN 78 607 484 364 (**Seller**); and
- (2) **SMBC Leasing and Finance, Inc. Sydney Branch** ABN 88 327 596 442 (**Purchaser**).

**RECITALS:**

This document is supplemental to the MRASA and applies in connection with the Receivables Rights in connection with the Lessee which may be offered for sale by the Seller and acquired by the Purchaser in accordance with the MRASA and this Supplemental Deed.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

Unless otherwise defined in this document, words and phrases defined in the MRASA have the same meaning where used in this document. In the event of any inconsistency between a term defined in the MRASA and this document, the term defined in this document will prevail in this document.

**Change of Control** means, in respect of the Seller Parent, an event which results in a person (alone or together with its associates (as defined in the Corporations Act)) who does not have Control of the Seller Parent as at the date of this document subsequently having Control of the Seller Parent.

**Collections Account** means the bank account of the Purchaser with the following details:

Account name: Collections Account  
BSB: 911-001  
Account number: 10021103,

or such other bank account in Australia of the Purchaser notified by the Purchaser to the Seller in accordance with clause 3.8.

**Collections** means, in respect of the Lessee Receivables, all Payments received by or on behalf of the Purchaser in respect of the Lessee Receivables.

**Control** has the meaning given in section 50AA of the Corporations Act.

**Event of Default** means an event or circumstance described in clause 6 (Events of Default).

**Financial Indebtedness** means any indebtedness, present or future, actual or contingent in respect of moneys borrowed or raised or other financial accommodation including indebtedness under or in respect of a negotiable or other financial instrument, guarantee, indemnity, interest, redeemable share, finance or capital lease, hire purchase agreement, but excluding:

- (a) contingent liabilities in respect of Financial Indebtedness that have already been included in the calculation of Financial Indebtedness;
- (b) inter-company Financial Indebtedness between the Seller and any Related Entity of the Seller;

- (c) indebtedness to trade creditors or the deferred purchase price for goods and services on usual trade terms;
- (d) indebtedness in respect of a sale or discounting of receivables to the extent that there is no recourse for such indebtedness beyond the receivables collected; and
- (e) indebtedness or the sale of receivables or any derivative transaction in connection with warehousing or securitisation facilities with limited recourse to the Seller.

**Lessee** means Veolia Environmental Services (Australia) Pty Ltd ACN 051 316 584.

**Lessee Receivables** means a Receivable referred to in an Offer Letter in connection with the Lessee which is accepted by the Purchaser unless the Purchaser has ceased to have an interest in that Receivable in accordance with the Transaction Documents in connection with the Lessee.

**Master Technology Licence Agreement** means each of:

- (a) the Master Technology Licence Agreement – Waste Management to be entered into between the Seller and the Lessee in or about July 2020; and
- (b) the Master Technology Licence Agreement - Health to be entered into between the Seller and the Lessee in or about July 2020.

**Material Adverse Effect** means, in respect of the Lessee Receivables, an event or circumstance which has a material adverse effect on:

- (a) the value of the Lessee Receivables as a whole;
- (b) the enforceability or recoverability of amounts relating to the Lessee Receivables as a whole;
- (c) the legality, validity or enforceability of any Transaction Document or Material Document in connection with the Lessee Receivables;
- (d) the ability of the Seller to perform its material obligations under the Transaction Documents or the Material Documents which it is a party to;
- (e) the timing or amount of any payment to the Purchaser; or
- (f) the rights or remedies of the Purchaser in respect of any of the matters referred to in paragraphs (a) to (e) above.

**Material Document** means:

- (a) each Master Technology Licence Agreement, duly executed by the parties to it;
- (b) any TLA Schedule in respect of any Receivable referred to in an Offer Letter in connection with a Lessee;
- (c) any document amending or replacing a document described in paragraph (a) or paragraph (b) above; and
- (d) any other document designated as such by the Seller and the Purchaser.

**MRASA** means the master receivables acquisition and servicing agreement dated on or about the date of this document between the parties to this document.

**PPSA** means:

- (a) the *Personal Property Securities Act 2009* (Cth);
- (b) any regulations made at any time under the *Personal Property Securities Act 2009* (Cth);
- (c) any provision of the *Personal Property Securities Act 2009* (Cth) or the regulations referred to in paragraph (b) of this definition; or
- (d) any amendment to any of the above, made at any time.

**PPS Security Interest** means a security interest that is subject to the PPSA.

**Repurchase Price** means, in respect of a Lessee Receivable to be repurchased in accordance with an Offer to Sell Back, the present value of those Receivables as at the relevant Settlement Date, as determined by the Purchaser plus Break Costs.

**Review Event** means a Change of Control.

**Security Deposit Amount** has the meaning given in clause 2.2.

**Seller Parent** means The Forum Group of Companies Pty Ltd ABN 72 151 964 626.

**Settlement Amount** means, in respect of the Receivables identified in an Offer Letter, an amount equal to the present value of those Receivables as at the relevant Settlement Date, as determined by the Purchaser after consultation with the Seller.

**TLA Schedule** means, in respect of the Receivables identified in an Offer Letter, the TLA Schedule referred to in that Offer Letter.

## 1.2 Interpretation

Clauses 1.2 (Interpretation) and 1.3 (Supplemental Deed) of the MRASA are incorporated into this document as if set out in full with all necessary amendments to give effect to those clauses in this document.

## 1.3 Supplemental Deed

For the purposes of the MRASA, this document is a Supplemental Deed (as defined in the MRASA).

## 2. CONDITIONS PRECEDENT

### 2.1 Conditions precedent to first Offer Letter

The Seller must deliver the following documents and evidence to the Purchaser, in form and substance satisfactory to the Purchaser, prior to the Seller delivering any Offer Letter:

- (a) each Transaction Document, duly executed by the parties to those documents;
- (b) each Material Document, duly executed by the parties to those documents;
- (c) legal opinions addressed to the Purchaser, among others, as follows:
  - (i) from Ashurst confirming, among other things, due execution and enforceability of the MRASA and this document, and that the Purchaser will be the owner of Receivables purchased in accordance with the Transaction Documents; and

- (ii) from counsel for the Seller with respect to the Material Documents; and
- (d) all documents and other evidence reasonably requested by the Purchaser in order for the Purchaser to verify the identity of each Authorised Representative of the Seller and all required information in respect of the Seller in order for the Purchaser to comply with all applicable laws and regulations relating to anti-money laundering, counter-terrorism financing, 'know your customer' requirements or economic or trade sanctions.

## 2.2 Further conditions precedent

For the purposes of clause 3.1 (*Conditions precedent to giving notice*) of the MRASA, the Seller may not offer to sell any Receivables Rights in an Offer Letter unless the Purchaser has received, in form and substance satisfactory to the Purchaser in respect of such Receivables:

- (a) the Receivable Terms in respect of those Receivables, including any TLA Schedule in respect of those Receivables, duly completed and executed by the parties to it;
- (b) an amount equal to one month's scheduled periodic payments under the Receivables Terms payable by the Lessee in respect of those Receivables (the **Security Deposit Amount**) deposited by the Seller into a bank account nominated by the Purchaser;
- (c) all agreed fees and reimbursements that fall due on or prior to the relevant Settlement Date;
- (d) evidence that necessary registrations have been made to perfect any PPS Security Interest arising in connection with the sale of those Receivables Rights and in connection with the Contact to which they relate, with the requisite priority;
- (e) evidence that the Related Assets have been delivered to the Lessee by the Seller and accepted by the Lessee;
- (f) a proposed form of Notice of Assignment to be given to the Lessee in relation to those Receivables Rights specified in the Offer Letter; and
- (g) any other documents or information reasonably requested by the Purchaser in respect of the Receivables Rights which are the subject of that Offer Letter including, without limiting this, to the extent the Receivables Rights arise under a Material Document in respect of which the Purchaser has not received a legal opinion under clause 2.1, a legal opinion addressed to the Purchaser from counsel for the Seller with respect to that Material Document.

and the Purchaser is satisfied (following consultation with the Seller as to the content of any financing statement to be registered by the Seller) that any PPS Security Interest arising under a Transaction Document or Material Document has been perfected with the requisite priority.

## 3. COLLECTIONS

### 3.1 Appointment of Seller as collection agent

The Purchaser hereby appoints the Seller as the Purchaser's collection agent in respect of all Collections.

### **3.2 Acceptance of appointment of Seller as collection agent**

The Seller accepts the appointment in clause 3.1 and irrevocably agrees to act as the collection agent for the Purchaser to collect all Collections until the Purchaser notifies the Seller otherwise.

### **3.3 Duties of Seller as collection agent**

The Seller agrees as collection agent to:

- (a) ensure that all steps for the collection of Collections from the Lessee will be taken in accordance with its then-current collection procedures and any instructions of the Purchaser;
- (b) all Collections (whether in full or in part) received from the Lessee are for the account of the Purchaser and held by the Seller for the Purchaser until they are paid to the Purchaser in accordance with clause 3.4; and
- (c) the Seller shall keep written records showing clearly the implementation and operation of the Receivables Terms and the payments received from the Lessee and shall allow the Purchaser and its agents to inspect such records on request.

### **3.4 Seller obligations regarding Collections**

The Seller must remit all Collections received by the Seller to the Collections Account on the same Business Day of receipt of those Collections by the Seller.

### **3.5 Collections held on trust by Seller**

Prior to and pending the remittance of Collections by the Seller, the Seller will hold all such Collections on trust for the Purchaser.

### **3.6 Interest on overdue amounts**

If the Seller fails to pay any sums due to the Purchaser under this document on the due date for payment then the Purchaser shall be entitled to charge interest on such sums from the due date for payment until the payment hereof (whether before or after any judgment) at the rate of 7% per annum from time to time.

### **3.7 Termination of Seller as collection agent**

The Purchaser may terminate all or any of the Seller's collection agency functions pursuant to this clause 3 at any time by written notice to the Seller if an Event of Default is continuing. Upon termination of the Seller as collection agent:

- (a) the Seller must hand over to the Purchaser all documents relating to the Lessee Receivables which are in the Seller's possession; and
- (b) the Seller must immediately pay to the Purchaser any money received from the Lessee in respect of Collections not previously paid to the Purchaser.

### **3.8 Notice of change to Collections Account**

The Purchaser must notify the Seller of any change in the details of the Collections Account.

4. **SECURITY DEPOSIT**

4.1 **Rights in respect of Security Deposit Amount**

The Seller acknowledges that the Security Deposit Amount will not be refundable in any circumstances other than when the Lessee Receivables in relation to which it was provided have been paid and performed in full.

4.2 **Application of Security Deposit**

If, at any time, the Seller fails to comply with the corresponding clause 3.4, then the Purchaser may recover an amount equal to the difference between:

- (a) the amount of the Collections received by the Seller; and
- (b) the amount that the Purchaser actually receives on that account,

and may withdraw and apply any Security Deposit Amount to the extent necessary to recover that amount.

5. **REPORTING**

- (a) The Seller must provide to the Purchaser, promptly after receipt, all requests, applications and information and all reports, certificates and other documents received by the Seller in connection with a Material Document.
- (b) The Seller must provide to the Purchaser, promptly after receipt, any other information or reports as Purchaser may reasonably require in relation to the Lessee.

6. **EVENTS OF DEFAULT**

6.1 **Events of Default**

Each of the following is an Event of Default for the purposes of this Supplemental Deed:

- (a) the Seller does not pay any amount payable by it under the Transaction Documents in connection with the Lessee on time and in the manner required under the Transaction Documents unless, in the case of a failure to pay on time, the Seller pays the amount within 2 Business Days of the due date;
- (b) the Seller does not provide to the Purchaser any document or report when required under the Transaction Documents and such failure is not remedied within 15 Business Days (or such longer period as the Purchaser may agree) of the Seller becoming aware of such failure;
- (c) the Seller does not comply with any of the Seller's other obligations under any Transaction Document or Material Document where such non-compliance will have a Material Adverse Effect and if (in the opinion of the Purchaser) the non-compliance can be remedied or its consequences overcome, the Seller does not remedy the non-compliance to the reasonable satisfaction of the Purchaser within 10 Business Days of the earlier of written notice of such non-compliance being given to the Seller by the Purchaser or the Seller becoming aware of such non-compliance, whichever is earlier;
- (d) a representation or warranty made or taken to be made by the Seller in connection with any Transaction Document or Material Document is found to have been incorrect or misleading when made or taken to be made where such breach will have a Material Adverse Effect and if (in the opinion of the Purchaser) the breach can be remedied or its consequences overcome, the Seller does not remedy the breach within 10



Business Days of the earlier of written notice from a Purchaser or the Seller becoming aware of such breach, whichever is earlier;

- (e) an Insolvency Event occurs in respect of the Seller;
- (f) the Seller Parent ceases to have legal and beneficial ownership of all of the shares in the Seller or ceases to Control the Seller;
- (g) if all or a material provision of a Transaction Document or a Material Document, or a transaction in connection with it, is or becomes (or is claimed to be) void, voidable or unenforceable and such event has had or will have a Material Adverse Effect;
- (h) any Financial Indebtedness of the Seller is accelerated for repayment due to a default by the Seller; and
- (i) a Review Event occurs and the Purchaser gives a notice under clause 7(d) (*Review Event*).

## 6.2 Consequences of an Event of Default

- (a) The Purchaser may waive any Event of Default either in full or in part and on any conditions as the Purchaser sees fit in its absolute discretion.
- (b) If an Event of Default is subsisting:
  - (i) the Purchaser may notify that all amounts outstanding to the Purchaser by the Seller under this document are due and payable, in which case those amounts are immediately due and payable;
  - (ii) the Purchaser has no obligation to purchase any Receivables under the Transaction Documents from the Seller in connection with that Lessee; and
  - (iii) the Purchaser may terminate all or any of the Seller's collection agency functions pursuant to this document.

## 7. REVIEW EVENT

If a Review Event occurs:

- (a) the Seller shall promptly notify the Purchaser upon becoming aware of that event, and provide reasonable details;
- (b) the Purchaser may give notice to the Seller that the Review Event is unacceptable (**Review Notice**);
- (c) on the receipt of a Review Notice, the Seller agrees to negotiate with the Purchaser in good faith to attempt to agree to appropriate amendments to the Transaction Documents to take into account the Review Event for a period of not less than 30 days (**Review Period**) so that the transactions contemplated by the Transaction Documents may be continued on terms satisfactory to the Purchaser.
- (d) if the parties fail to reach agreement the Purchaser may, by written notice to the Seller given at any time after the expiry of the Review Period, declare that no agreement has been reached, and that clause 6.1(i) applies.

## 8. UNDERTAKINGS

The Seller hereby undertakes in respect of the Lessee Receivables as follows:

- (a) not to delegate a material part of its rights or obligations under the Transaction Documents other than to a person approved in writing by the Purchaser (acting reasonably);
- (b) not to:
  - (i) without the prior consent of the Purchaser, terminate, waive or amend (including varying any term by way of side letter); or
  - (ii) breach or otherwise fail to comply with any term of, any Material Document in respect of the Lessee;
- (c) to provide the Purchaser with a copy of each Material Document promptly after it is executed and a copy of any document which amends any of them, promptly after such document is executed;
- (d) permit the Purchaser or any of its agents, officers or representatives to enter and attend at its offices during normal office hours for the purposes of monitoring its compliance with this document and the Transaction Documents, including to the maximum extent permitted by law, to examine and take with them copies of all books of account, records and documents (including computerised information) relating to the Lessee Receivables and computer printouts of Lessee Receivables, records or other information as the Purchaser may reasonably require from time to time:
  - (i) if an Event of Default is subsisting, at any time; or
  - (ii) if an Event of Default is not subsisting, on ten Business Days' notice, if the Purchaser (acting reasonably) has formed the opinion that it so requires for the purposes of monitoring compliance with the Transaction Documents in connection with the Lessee; and
- (e) to notify the Purchaser if it becomes aware of any materially adverse claim by a third party in respect of the ownership of any Lessee Receivable.

9. **PPSA**

- (a) The Seller must do anything (including executing any transfer in blank or any other transfer or other document, and perfecting and protecting any security interest intended to be created by or pursuant to this document), and must ensure that its employees and agents do anything, that the Purchaser may reasonably require to:
  - (i) give full effect to the Transaction Documents; or
  - (ii) more fully secure the rights, remedies and powers of the Purchaser under the Transaction Documents or to enable the Purchaser to exercise those rights, remedies and powers.
- (b) The Purchaser may, at the Seller's cost, do anything which the Purchaser should have done under this document if the Seller does not do so promptly or, if in the Purchaser's opinion, the Seller does not do so properly.
- (c) The Purchaser in respect of a security interest referred to in this clause need not give the Seller any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

10. **GENERAL**

10.1 **Notice details**

For the purposes of clause 11 (*Notices*) of the MRASA, the details set out in Schedule 1 of the MRASA are the notice details for the Purchaser and the Seller for the Transaction Documents of the Lessee (unless otherwise specified by the relevant party).

10.2 **Amendment**

An amendment of any term of the Transaction Documents in respect of the Lessee must be amended in writing by the parties to that Transaction Document.

10.3 **Governing law and jurisdiction**

This document is governed by the laws of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

10.4 **Counterparts**

This document may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document.

10.5 **Attorneys**

Each of the attorneys executing this document states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

**EXECUTED** as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**SELLER**

**EXECUTED** by **FORUM ENVIRO (AUST) PTY LTD** ABN 78 607 484 364 by its sole director and sole company secretary in accordance with section 127(1) of the *Corporations Act 2001* (Cth):



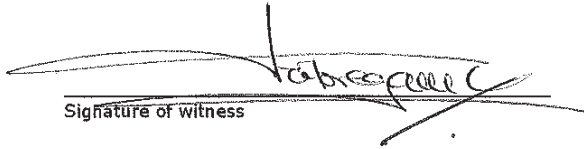
\_\_\_\_\_  
Signature of sole director and sole company secretary

**BASILE PAPADIMITRIOU**

\_\_\_\_\_  
Name

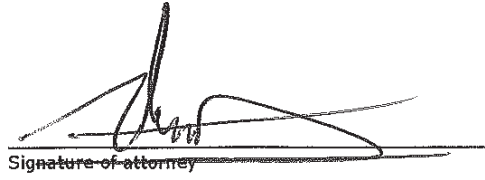
**PURCHASER**

**SIGNED, SEALED AND DELIVERED** for  
**SMBC LEASING AND FINANCE, INC.**  
**SYDNEY BRANCH** by its attorney in the  
presence of:



Signature of witness

MERCEDES FABREGA LÓPEZ - CEPERO  
Name of witness



Signature of attorney

LAURENCE MCG BUTCHER  
Name of attorney



## 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 and Andrew Dick  
**Date:** 27 July 2020

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

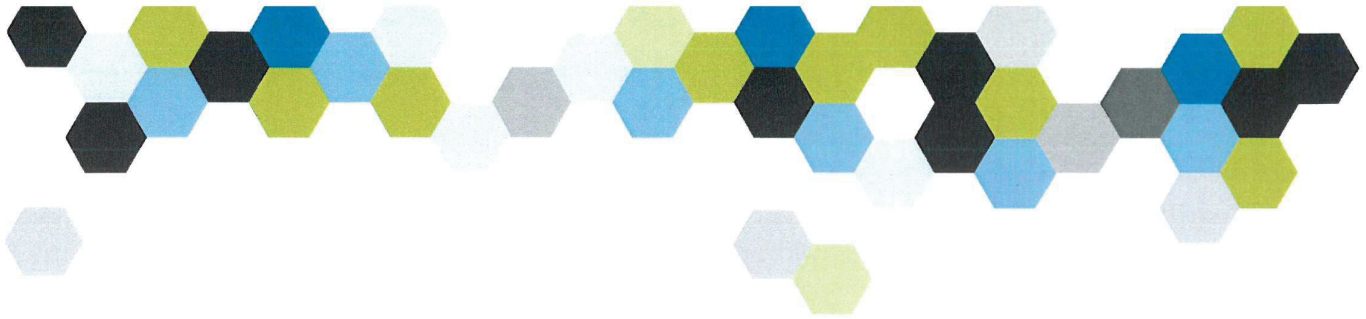
1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00101W - 01 dated 23 July 2020 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Waste Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 23 July 2020 and with a commencement date of 1 August 2020.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (1) **the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and**
  - (2) **the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.**
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (1) any Payment under the relevant Contract or Receivable Terms;
  - (2) all claims, rights and remedies of the Seller arising out of or in connection with a breach of, or default under, the relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and

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

Forum Enviro (Aust) Pty Ltd 78 607 484 364

**Sydney.**  
5/141 Walker Street, North Sydney 2060  
**Melbourne.**  
5/10 Duerdin Street, Clayton VIC 3168

**Brisbane.**  
26 Edmondstone Rd, Bowen Hills QLD 4006  
**Perth.**  
Level 8, 182 St Georges Terrace, Perth WA 6000



- (3) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is 30 July 2020.
6. The Settlement Amount is \$8,444,416.05 (excl. GST).
7. The Settlement Amount is to be paid to the following account:
- |                       |                         |
|-----------------------|-------------------------|
| <b>Bank</b>           | National Australia Bank |
| <b>Account number</b> | 82 508 1722             |
| <b>BSB</b>            | 082 080                 |
8. The Seller confirms that no Event of Default 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

Basile Papadimitriou

Name

being an Authorised Representative of

**Forum**

**Enviro**

**(Aust)**

**Pty**

**Ltd**

(ABN 78 607 484 364)

**Settlement amount calculation**

Usage Charges (TLA Waste)	152,500.00
Discount rate	3.20%
Day count	365
Settlement date	30-Jul-20

**Solve Purchase Price**

Check 0.00

	Notional Payment Dates	Adjusted Payment Dates	Settlement Amount	Usage Charges (TLA Waste Interest)		Principal	Balance
0	30-Jul-20	30-Jul-20	-8,444,416.05			-8,444,416.05	-8,444,416.05
1	31-Aug-20	31-Aug-20		152,500.00	-23,690.64	128,809.36	-8,315,606.69
2	30-Sep-20	30-Sep-20		152,500.00	-21,871.18	130,628.82	-8,184,977.87
3	31-Oct-20	30-Oct-20		152,500.00	-21,527.61	130,972.39	-8,054,005.48
4	30-Nov-20	30-Nov-20		152,500.00	-21,889.24	130,610.76	-7,923,394.72
5	31-Dec-20	31-Dec-20		152,500.00	-21,534.27	130,965.73	-7,792,428.99
6	31-Jan-21	29-Jan-21		152,500.00	-19,811.98	132,688.02	-7,659,740.97
7	28-Feb-21	26-Feb-21		152,500.00	-18,803.09	133,696.91	-7,526,044.06
8	31-Mar-21	31-Mar-21		152,500.00	-21,773.98	130,726.02	-7,395,318.04
9	30-Apr-21	30-Apr-21		152,500.00	-19,450.70	133,049.30	-7,262,268.74
10	31-May-21	31-May-21		152,500.00	-19,737.45	132,762.55	-7,129,506.19
11	30-Jun-21	30-Jun-21		152,500.00	-18,751.58	133,748.42	-6,995,757.77
12	31-Jul-21	30-Jul-21		152,500.00	-18,399.80	134,100.20	-6,861,657.57
13	31-Aug-21	31-Aug-21		152,500.00	-19,250.24	133,249.76	-6,728,407.81
14	30-Sep-21	30-Sep-21		152,500.00	-17,696.63	134,803.37	-6,593,604.44
15	31-Oct-21	29-Oct-21		152,500.00	-16,764.01	135,735.99	-6,457,868.45
16	30-Nov-21	30-Nov-21		152,500.00	-18,117.42	134,382.58	-6,323,485.87
17	31-Dec-21	31-Dec-21		152,500.00	-17,186.02	135,313.98	-6,188,171.89
18	31-Jan-22	31-Jan-22		152,500.00	-16,818.26	135,681.74	-6,052,490.15
19	28-Feb-22	28-Feb-22		152,500.00	-14,857.62	137,642.38	-5,914,847.77
20	31-Mar-22	31-Mar-22		152,500.00	-16,075.42	136,424.58	-5,778,423.19
21	30-Apr-22	29-Apr-22		152,500.00	-14,691.44	137,808.56	-5,640,614.63
22	31-May-22	31-May-22		152,500.00	-15,824.63	136,675.37	-5,503,939.26
23	30-Jun-22	30-Jun-22		152,500.00	-14,476.11	138,023.89	-5,365,915.37
24	31-Jul-22	29-Jul-22		152,500.00	-13,642.66	138,857.34	-5,227,058.03
25	31-Aug-22	31-Aug-22		152,500.00	-15,122.67	137,377.33	-5,089,680.70
26	30-Sep-22	30-Sep-22		152,500.00	-13,386.56	139,113.44	-4,950,567.26
27	31-Oct-22	31-Oct-22		152,500.00	-13,454.69	139,045.31	-4,811,521.95
28	30-Nov-22	30-Nov-22		152,500.00	-12,654.96	139,845.04	-4,671,676.91
29	31-Dec-22	30-Dec-22		152,500.00	-12,287.15	140,212.85	-4,531,464.06
30	31-Jan-23	31-Jan-23		152,500.00	-12,712.93	139,787.07	-4,391,676.99
31	28-Feb-23	28-Feb-23		152,500.00	-10,780.66	141,719.34	-4,249,957.65
32	31-Mar-23	31-Mar-23		152,500.00	-11,550.57	140,949.43	-4,109,008.22
33	30-Apr-23	28-Apr-23		152,500.00	-10,086.77	142,413.23	-3,966,594.99
34	31-May-23	31-May-23		152,500.00	-11,475.96	141,024.04	-3,825,570.95
35	30-Jun-23	30-Jun-23		152,500.00	-10,061.78	142,438.22	-3,683,132.73
36	31-Jul-23	31-Jul-23		152,500.00	-10,010.05	142,489.95	-3,540,642.78
37	31-Aug-23	31-Aug-23		152,500.00	-9,622.79	142,877.21	-3,397,765.57
38	30-Sep-23	29-Sep-23		152,500.00	-8,638.70	143,861.30	-3,253,904.27
39	31-Oct-23	31-Oct-23		152,500.00	-9,128.76	143,371.24	-3,110,533.03
40	30-Nov-23	30-Nov-23		152,500.00	-8,181.13	144,318.87	-2,966,214.16
41	31-Dec-23	29-Dec-23		152,500.00	-7,541.50	144,958.50	-2,821,255.66
42	31-Jan-24	31-Jan-24		152,500.00	-8,162.32	144,337.68	-2,676,917.98
43	29-Feb-24	29-Feb-24		152,500.00	-6,805.97	145,694.03	-2,531,223.95
44	31-Mar-24	28-Mar-24		152,500.00	-6,213.63	146,286.37	-2,384,937.58
45	30-Apr-24	30-Apr-24		152,500.00	-6,899.98	145,600.02	-2,239,337.56
46	31-May-24	31-May-24		152,500.00	-6,086.09	146,413.91	-2,092,923.65
47	30-Jun-24	28-Jun-24		152,500.00	-5,137.70	147,362.30	-1,945,561.35
48	31-Jul-24	31-Jul-24		152,500.00	-5,628.80	146,871.20	-1,798,690.15
49	31-Aug-24	30-Aug-24		152,500.00	-4,730.80	147,769.20	-1,650,920.95
50	30-Sep-24	30-Sep-24		152,500.00	-4,486.89	148,013.11	-1,502,907.84
51	31-Oct-24	31-Oct-24		152,500.00	-4,084.62	148,415.38	-1,354,492.46
52	30-Nov-24	29-Nov-24		152,500.00	-3,443.75	149,056.25	-1,205,436.21
53	31-Dec-24	31-Dec-24		152,500.00	-3,381.83	149,118.17	-1,056,318.04
54	31-Jan-25	31-Jan-25		152,500.00	-2,870.87	149,629.13	-906,688.91
55	28-Feb-25	28-Feb-25		152,500.00	-2,225.73	150,274.27	-756,414.64
56	31-Mar-25	31-Mar-25		152,500.00	-2,055.79	150,444.21	-605,970.43
57	30-Apr-25	30-Apr-25		152,500.00	-1,593.79	150,906.21	-455,064.22
58	31-May-25	30-May-25		152,500.00	-1,196.88	151,303.12	-303,761.10
59	30-Jun-25	30-Jun-25		152,500.00	-825.56	151,674.44	-152,086.66
60	31-Jul-25	31-Jul-25		152,500.00	-413.34	152,086.66	0.00
		Totals	-8,444,416.05	9,150,000.00	-705,583.95	8,444,416.05	





## 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 and Andrew Dick

**Date:** ~~27<sup>th</sup>~~ July 2020

### **Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00100H - 01 dated 23 July 2020 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Health Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 23 July 2020 and with a commencement date of 1 August 2020.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (1) **the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and**
  - (2) **the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.**
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (1) any Payment under the relevant Contract or Receivable Terms;
  - (2) all claims, rights and remedies of the Seller arising out of or in connection with a breach of, or default under, the relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and

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Forum Enviro (Aust) Pty Ltd 78 607 484 364

**Sydney.**  
5/141 Walker Street, North Sydney 2060  
**Melbourne.**  
5/10 Duerdin Street, Clayton VIC 3168

**Brisbane.**  
26 Edmondstone Rd, Bowen Hills QLD 4006  
**Perth.**  
Level 8, 182 St Georges Terrace, Perth WA 6000




- (3) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
- 5. The Settlement Date is 30 July 2020.
- 6. The Settlement Amount is \$1,550,450.13 (excl. GST).
- 7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
<b>Account number</b>	82 508 1722
<b>BSB</b>	082 080

- 8. The Seller confirms that no Event of Default 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

Basile Papadimitriou

Name

being an Authorised Representative of

**Forum Enviro (Aust) Pty Ltd**  
(ABN 78 607 484 364)

**Settlement amount calculation**

Usage Charges (TLA Health)	28,000.00
Discount rate	3.20%
Day count	365
Settlement date	30-Jul-20

**Solve Purchase Price**

Check -0.00

	Notional Payment Dates	Adjusted Payment Dates	Settlement Amount	Usage Charges (TLA Health)	Interest	Principal	Balance
0	30-Jul-20	30-Jul-20	-1,550,450.13			-1,550,450.13	-1,550,450.13
1	31-Aug-20	31-Aug-20		28,000.00	-4,349.76	23,650.24	-1,526,799.89
2	30-Sep-20	30-Sep-20		28,000.00	-4,015.69	23,984.31	-1,502,815.58
3	31-Oct-20	30-Oct-20		28,000.00	-3,952.61	24,047.39	-1,478,768.19
4	30-Nov-20	30-Nov-20		28,000.00	-4,019.01	23,980.99	-1,454,787.20
5	31-Dec-20	31-Dec-20		28,000.00	-3,953.83	24,046.17	-1,430,741.03
6	31-Jan-21	29-Jan-21		28,000.00	-3,637.61	24,362.39	-1,406,378.64
7	28-Feb-21	26-Feb-21		28,000.00	-3,452.37	24,547.63	-1,381,831.01
8	31-Mar-21	31-Mar-21		28,000.00	-3,997.85	24,002.15	-1,357,828.86
9	30-Apr-21	30-Apr-21		28,000.00	-3,571.28	24,428.72	-1,333,400.14
10	31-May-21	31-May-21		28,000.00	-3,623.93	24,376.07	-1,309,024.07
11	30-Jun-21	30-Jun-21		28,000.00	-3,442.91	24,557.09	-1,284,466.98
12	31-Jul-21	30-Jul-21		28,000.00	-3,378.32	24,621.68	-1,259,845.30
13	31-Aug-21	31-Aug-21		28,000.00	-3,534.47	24,465.53	-1,235,379.77
14	30-Sep-21	30-Sep-21		28,000.00	-3,249.22	24,750.78	-1,210,628.99
15	31-Oct-21	29-Oct-21		28,000.00	-3,077.98	24,922.02	-1,185,706.97
16	30-Nov-21	30-Nov-21		28,000.00	-3,326.48	24,673.52	-1,161,033.45
17	31-Dec-21	31-Dec-21		28,000.00	-3,155.47	24,844.53	-1,136,188.92
18	31-Jan-22	31-Jan-22		28,000.00	-3,087.94	24,912.06	-1,111,276.86
19	28-Feb-22	28-Feb-22		28,000.00	-2,727.96	25,272.04	-1,086,004.82
20	31-Mar-22	31-Mar-22		28,000.00	-2,951.55	25,048.45	-1,060,956.37
21	30-Apr-22	29-Apr-22		28,000.00	-2,697.45	25,302.55	-1,035,653.82
22	31-May-22	31-May-22		28,000.00	-2,905.51	25,094.49	-1,010,559.33
23	30-Jun-22	30-Jun-22		28,000.00	-2,657.91	25,342.09	-985,217.24
24	31-Jul-22	29-Jul-22		28,000.00	-2,504.88	25,495.12	-959,722.12
25	31-Aug-22	31-Aug-22		28,000.00	-2,776.62	25,223.38	-934,498.74
26	30-Sep-22	30-Sep-22		28,000.00	-2,457.86	25,542.14	-908,956.60
27	31-Oct-22	31-Oct-22		28,000.00	-2,470.37	25,529.63	-883,426.97
28	30-Nov-22	30-Nov-22		28,000.00	-2,323.53	25,676.47	-857,750.50
29	31-Dec-22	30-Dec-22		28,000.00	-2,256.00	25,744.00	-832,006.50
30	31-Jan-23	31-Jan-23		28,000.00	-2,334.18	25,665.82	-806,340.68
31	28-Feb-23	28-Feb-23		28,000.00	-1,979.40	26,020.60	-780,320.08
32	31-Mar-23	31-Mar-23		28,000.00	-2,120.76	25,879.24	-754,440.84
33	30-Apr-23	28-Apr-23		28,000.00	-1,852.00	26,148.00	-728,292.84
34	31-May-23	31-May-23		28,000.00	-2,107.06	25,892.94	-702,399.90
35	30-Jun-23	30-Jun-23		28,000.00	-1,847.41	26,152.59	-676,247.31
36	31-Jul-23	31-Jul-23		28,000.00	-1,837.91	26,162.09	-650,085.22
37	31-Aug-23	31-Aug-23		28,000.00	-1,766.81	26,233.19	-623,852.03
38	30-Sep-23	29-Sep-23		28,000.00	-1,586.12	26,413.88	-597,438.15
39	31-Oct-23	31-Oct-23		28,000.00	-1,676.10	26,323.90	-571,114.25
40	30-Nov-23	30-Nov-23		28,000.00	-1,502.11	26,497.89	-544,616.36
41	31-Dec-23	29-Dec-23		28,000.00	-1,384.67	26,615.33	-518,001.03
42	31-Jan-24	31-Jan-24		28,000.00	-1,498.66	26,501.34	-491,499.69
43	29-Feb-24	29-Feb-24		28,000.00	-1,249.62	26,750.38	-464,749.31
44	31-Mar-24	28-Mar-24		28,000.00	-1,140.86	26,859.14	-437,890.17
45	30-Apr-24	30-Apr-24		28,000.00	-1,266.88	26,733.12	-411,157.05
46	31-May-24	31-May-24		28,000.00	-1,117.45	26,882.55	-384,274.50
47	30-Jun-24	28-Jun-24		28,000.00	-943.31	27,056.69	-357,217.81
48	31-Jul-24	31-Jul-24		28,000.00	-1,033.48	26,966.52	-330,251.29
49	31-Aug-24	30-Aug-24		28,000.00	-868.61	27,131.39	-303,119.90
50	30-Sep-24	30-Sep-24		28,000.00	-823.82	27,176.18	-275,943.72
51	31-Oct-24	31-Oct-24		28,000.00	-749.96	27,250.04	-248,693.68
52	30-Nov-24	29-Nov-24		28,000.00	-632.30	27,367.70	-221,325.98
53	31-Dec-24	31-Dec-24		28,000.00	-620.93	27,379.07	-193,946.91
54	31-Jan-25	31-Jan-25		28,000.00	-527.11	27,472.89	-166,474.02
55	28-Feb-25	28-Feb-25		28,000.00	-408.66	27,591.34	-138,882.68
56	31-Mar-25	31-Mar-25		28,000.00	-377.46	27,622.54	-111,260.14
57	30-Apr-25	30-Apr-25		28,000.00	-292.63	27,707.37	-83,552.77
58	31-May-25	30-May-25		28,000.00	-219.76	27,780.24	-55,772.53
59	30-Jun-25	30-Jun-25		28,000.00	-151.58	27,848.42	-27,924.11
60	31-Jul-25	31-Jul-25		28,000.00	-75.89	27,924.11	-0.00
	Totals		-1,550,450.13	1,680,000.00	-129,549.87	1,550,450.13	

----- Instance Type and Transmission -----

Notification (Transmission) of Original sent to SWIFT (ACK)  
Network Delivery Status : Network Ack  
Priority/Delivery : Normal  
Message Input Reference : 1125 200730SMBCAU2SAXXX3721511914

----- Message Header -----

Swift Input : FIN 103 Single Customer Credit Transfer  
Sender : SMBCAU2SXXX  
SUMITOMO MITSUI BANKING CORPORATION SYDNEY BRANCH  
SYDNEY AU

Receiver : NATAAU3RXXX  
MUR : 2202007300000002  
UETR : a515f31b-afea-4e2b-8669-2c6472067779  
FIN Copy Service : PDS

----- Message Text -----

20: Sender's Reference  
SYO2007300003  
23B: Bank Operation Code  
CRED  
32A: Val Dte/Curr/Interbnk Settld Amt  
Date : 30 July 2020  
Currency : AUD (AUSTRALIAN DOLLAR)  
Amount : #9,994,866.18#  
33B: Currency/Instructed Amount  
Currency : AUD (AUSTRALIAN DOLLAR)  
Amount : #9,994,866.18#  
50K: Ordering Customer-Name & Address  
/10021101  
SMBC LEASING AND FINANCE INC  
277 PARK AVENUE  
NEW YORK, 10172  
UNITED STATES OF AMERICA  
57D: Account With Inst -Name & Addr  
//AU082080  
NATIONAL AUSTRALIA BANK LIMITED  
PITT AND BATHURST STREETS  
59: Beneficiary Customer-Name & Addr  
/825081722

----- Message Trailer -----

{CHK:C878AB2758FA}  
PKI Signature: MAC & PAC-Equivalent

----- Interventions -----

Category : Network Report  
Creation Time : 30/07/20 10:25:13  
Application : SWIFT Interface  
Operator : SYSTEM  
Text  
{1:F21SMBCAU2SAXXX3721511914}{4:{177:2007301125}{451:0}  
{108:2202007300000002}}

\*End of Message



## 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 and Andrew Dick

**Date:** 21st August 2020

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00101W - 02 dated 18 August 2020 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Waste Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 18 August 2020 and with a commencement date of 1 September 2020.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) **the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and**
  - (b) **the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.**
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and

**p 1300 036 786**

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Forum Enviro (Aust) Pty Ltd 78 607 484 364

**Sydney.**

5/141 Walker Street, North Sydney 2060

**Melbourne.**

5/10 Duerdin Street, Clayton VIC 3168

**Brisbane.**

26 Edmondstone Rd, Bowen Hills QLD 4006

**Perth.**

Level 8, 182 St Georges Terrace, Perth WA 6000





(c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).

- 5. The Settlement Date is 26 August 2020.
- 6. The Settlement Amount is \$6,576,383.83 (excl. GST).
- 7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
<b>Account number</b>	82 508 1722
<b>BSB</b>	082 080

- 8. The Seller confirms that no Event of Default 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

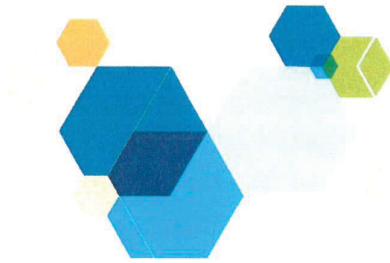
Basile Papadimitriou

\_\_\_\_\_  
Name

being an Authorised Representative

**ForumEnviro (Aust) Pty Ltd**

(ABN 78 607 484 364)



**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 and Andrew Dick

**Date:** 21<sup>st</sup> August 2020

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00100H - 02 dated 18 August 2020 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Health Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 18 August 2020 and with a commencement date of 1 September 2020.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) **the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and**
  - (b) **the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.**
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).

**p.** 1300 036 786  
**e.** info@forumgroup.com.au

forumgroup.com.au

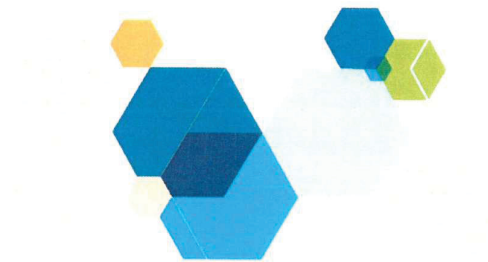
Forum Group Pty Ltd | ABN 25 153 336 997

**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

**Perth**  
Level 8, 182 Georges Terrace, Perth WA 6000



5. The Settlement Date is 26 August 2020.
6. The Settlement Amount is \$2,479,983.13 (excl. GST).
7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
<b>Account number</b>	82 508 1722
<b>BSB</b>	082 080

8. The Seller confirms that no Event of Default 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  
*BASILE PAPADIMITRIOU*  
Name  
being an Authorised Representative of  
**Forum Enviro (Aust) Pty Ltd**  
(ABN 78 607 484 364)

**p.** 1300 036 786  
**e.** info@forumgroup.com.au

forumgroup.com.au

Forum Group Pty Ltd | ABN 25 153 336 997

**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

**Perth**  
Level 8, 182 Georges Terrace, Perth WA 6000



----- Instance Type and Transmission -----  
 Notification (Transmission) of Original sent to SWIFT (ACK)  
 Network Delivery Status : Network Ack  
 Priority/Delivery : Normal  
 Message Input Reference : 1134 200826SMBCAU2SAXXX3740516035

----- Message Header -----  
 Swift Input : FIN 103 Single Customer Credit Transfer  
 Sender : SMBCAU2SXXX  
 SUMITOMO MITSUI BANKING CORPORATION SYDNEY BRANCH  
 SYDNEY AU  
 Receiver : NATAAU3RXXX  
 MUR : 2202008260000001  
 UETR : 38a231f5-149f-4eea-910c-cf44b34ab8e7  
 FIN Copy Service : PDS

----- Message Text -----  
 20: Sender's Reference  
 SYO2008260007  
 23B: Bank Operation Code  
 CRED  
 32A: Val Dte/Curr/Interbnk Settld Amt  
 Date : 26 August 2020  
 Currency : AUD (AUSTRALIAN DOLLAR)  
 Amount : #9,056,366.96#  
 33B: Currency/Instructed Amount  
 Currency : AUD (AUSTRALIAN DOLLAR)  
 Amount : #9,056,366.96#  
 50K: Ordering Customer-Name & Address  
 /10021101  
 SMBC LEASING AND FINANCE INC  
 277 PARK AVENUE  
 NEW YORK, 10172  
 UNITED STATES OF AMERICA  
 57D: Account With Inst -Name & Addr  
 //AU082080  
 NATIONAL AUSTRALIA BANK LIMITED  
 PITT AND BATHURST STREETS  
 59: Beneficiary Customer-Name & Addr  
 /825081722  
 FORUM ENVIRO (AUST) PTY LTD  
 292 PITT ST, SYDNEY, NSW, 2000  
 70: Remittance Information  
 FORUM ENVIRO PAYOUT MADE UP OF  
 FOLLOWING TOTALS FROM OFFER  
 LETTERS AUD 6,576,383.83 WASTE AND  
 AUD 2,479,983.13 HEALTH  
 71A: Details of Charges  
 SHA

----- Message Trailer -----  
 {CHK:00C6529BBB39}  
 PKI Signature: MAC & PAC-Equivalent

----- Interventions -----  
 Category : Network Report  
 Creation Time : 26/08/20 10:33:59  
 Application : SWIFT Interface  
 Operator : SYSTEM  
 Text  
 {1:F21SMBCAU2SAXXX3740516035}{4:{177:2008261134}}{451:0}  
 {108:2202008260000001}}

\*End of Message

**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 and Andrew Dick

**Date:** 28 September 2020

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00101W - 03 dated 23 September 2020 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Waste Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 23 September 2020 and with a commencement date of 1 October 2020.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and
  - (b) the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is 30 September 2020.
6. The Settlement Amount is \$3,256,278.09 (excl. GST).
7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
-------------	-------------------------

<b>Account number</b>	82 508 1722
<b>BSB</b>	082 080

8. The Seller confirms that no Event of Default 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

Basile Papadimitriou

\_\_\_\_\_  
Name

being an Authorised Representative of  
**Forum Enviro (Aust) Pty Ltd**  
(ABN 78 607 484 364)

## ----- Instance Type and Transmission -----

Notification (Transmission) of Original sent to SWIFT (ACK)  
 Network Delivery Status : Network Ack  
 Priority/Delivery : Normal  
 Message Input Reference : 1022 200930SMBCAU2SAXXX3766522184

## ----- Message Header -----

Swift Input : FIN 103 Single Customer Credit Transfer  
 Sender : SMBCAU2SXXX  
 SUMITOMO MITSUI BANKING CORPORATION SYDNEY BRANCH  
 SYDNEY AU

Receiver : NATAAU3RXXX  
 MUR : 2202009300000002  
 UETR : dd0fea62-1e1f-41c0-9e2e-423b062f5e41  
 FIN Copy Service : PDS

## ----- Message Text -----

20: Sender's Reference  
 SYO2009300007  
 23B: Bank Operation Code  
 CRED  
 32A: Val Dte/Curr/Interbnk Settld Amt  
 Date : 30 September 2020  
 Currency : AUD (AUSTRALIAN DOLLAR)  
 Amount : #3,256,278.09#  
 33B: Currency/Instructed Amount  
 Currency : AUD (AUSTRALIAN DOLLAR)  
 Amount : #3,256,278.09#  
 50K: Ordering Customer-Name & Address  
 /10021101  
 SMBC LEASING AND FINANCE INC  
 277 PARK AVENUE  
 NEW YORK, 10172  
 UNITED STATES OF AMERICA  
 57D: Account With Inst -Name & Addr  
 //AU082080  
 NATIONAL AUSTRALIA BANK LIMITED  
 PITT AND BATHURST STREETS  
 59: Beneficiary Customer-Name & Addr  
 /825081722  
 FORUM ENVIRO (AUST) PTY LTD  
 292 PITT ST, SYDNEY, NSW, 2000  
 70: Remittance Information  
 SETTLEMENT AS PER OFFER LETTER  
 DATED 28TH SEPTEMBER 2020  
 71A: Details of Charges  
 SHA

## ----- Message Trailer -----

{CHK:5C38F2E2B4E8}  
 PKI Signature: MAC & PAC-Equivalent

## ----- Interventions -----

Category : Network Report  
 Creation Time : 30/09/20 09:22:52  
 Application : SWIFT Interface  
 Operator : SYSTEM  
 Text  
 {1:F21SMBCAU2SAXXX3766522184}{4:{177:2009301022}}{451:0}  
 {108:2202009300000002}}

\*End of Message

**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 and Andrew Dick

**Date:** 1 November 2020

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00101W - 04 dated 6 November 2020 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Waste Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 6 November 2020 and with a commencement date of 9 November 2020.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and
  - (b) the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is 17 November 2020.
6. The Settlement Amount is \$8,712,386.32 (excl. GST).
7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
-------------	-------------------------

Account number	82 508 1722
BSB	082 080

8. The Seller confirms that no Event of Default 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

BASILE PAPADIMITRIOU.

Name

being an Authorised Representative of  
**Forum Enviro (Aust) Pty Ltd**  
(ABN 78 607 484 364)

**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 and Andrew Dick

**Date:** 1 November 2020

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00100H - 04 dated 6 November 2020 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Health Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 6 November 2020 and with a commencement date of 9 November 2020.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and
  - (b) the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is 17 November 2020.
6. The Settlement Amount is \$2,478,189.82 (excl. GST).
7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
-------------	-------------------------



Account number	82 508 1722
BSB	082 080

8. The Seller confirms that no Event of Default 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

BASILE PAPADIMITRIOU.

Name

being an Authorised Representative of  
**Forum Enviro (Aust) Pty Ltd**  
(ABN 78 607 484 364)

----- Instance Type and Transmission -----  
 Notification (Transmission) of Original sent to SWIFT (ACK)  
 Network Delivery Status : Network Ack  
 Priority/Delivery : Normal  
 Message Input Reference : 1156 201117SMBCAU2SAXXX3800530433  
 ----- Message Header -----

Swift Input : FIN 103 Single Customer Credit Transfer  
 Sender : SMBCAU2SXXX  
 SUMITOMO MITSUI BANKING CORPORATION SYDNEY BRANCH  
 SYDNEY AU  
 Receiver : NATAAU3RXXX  
 MUR : 2202011170000001  
 UETR : 1be051f4-1d19-4902-b6dc-1b34232703b7  
 FIN Copy Service : PDS

----- Message Text -----  
 20: Sender's Reference  
 SYO2011170004  
 23B: Bank Operation Code  
 CRED  
 32A: Val Dte/Curr/Interbnk Settld Amt  
 Date : 17 November 2020  
 Currency : AUD (AUSTRALIAN DOLLAR)  
 Amount : #11,190,576.14#  
 33B: Currency/Instructed Amount  
 Currency : AUD (AUSTRALIAN DOLLAR)  
 Amount : #11,190,576.14#  
 50K: Ordering Customer-Name & Address  
 /10021101  
 SMBC LEASING AND FINANCE INC  
 277 PARK AVENUE  
 NEW YORK, 10172  
 UNITED STATES OF AMERICA  
 57D: Account With Inst -Name & Addr  
 //AU082080  
 NATIONAL AUSTRALIA BANK LIMITED  
 PITT AND BATHURST STREETS  
 59: Beneficiary Customer-Name & Addr  
 /825081722  
 FORUM ENVIRO (AUST) PTY LTD  
 292 PITT ST, SYDNEY, NSW, 2000  
 70: Remittance Information  
 SETTLEMENT AS PER OFFER LETTERS  
 DATED 13TH NOVEMBER 2020 (MADE UP  
 OF AUD 8,712,386.32 WASTE AND  
 AUD 2,478,189.82 MADE UP OF HEALTH)  
 71A: Details of Charges  
 SHA

----- Message Trailer -----  
 {CHK:CC626B5F4394}  
 PKI Signature: MAC & PAC-Equivalent

----- Interventions -----  
 Category : Network Report  
 Creation Time : 17/11/20 09:56:14  
 Application : SWIFT Interface  
 Operator : SYSTEM  
 Text  
 {1:F21SMBCAU2SAXXX3800530433}{4:{177:2011171156}{451:0}  
 {108:2202011170000001}}

\*End of Message

### 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 and Andrew Dick

**Date:** 21<sup>st</sup> December 2020

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:


1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00101W - 05 dated 17 December 2020 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Waste Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 17 December 2020 and with a commencement date of 1 January 2021.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and
  - (b) the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is 23 December 2020.
6. The Settlement Amount is \$9,297,734.49 (excl. GST).
7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
-------------	-------------------------

<b>Account number</b>	82 508 1722
<b>BSB</b>	082 080

8. The Seller confirms that no Event of Default 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

*BASILE PAPADIMITRIOU*

Name

being an Authorised Representative of  
**Forum Enviro (Aust) Pty Ltd**  
(ABN 78 607 484 364)



**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 and Andrew Dick

**Date:** 21<sup>st</sup> December 2020

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VE000100H - 05 dated 17 December 2020 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Health Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 17 December 2020 and with a commencement date of 1 January 2021.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and
  - (b) the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is 23 December 2020.
6. The Settlement Amount is \$1,770,997.06 (excl. GST).
7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
-------------	-------------------------

<b>Account number</b>	82 508 1722
<b>BSB</b>	082 080

8. The Seller confirms that no Event of Default 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

BASILE PAPADIMITRIOU.  
Name

being an Authorised Representative of  
**Forum Enviro (Aust) Pty Ltd**  
(ABN 78 607 484 364)

REFERENCE RTGS MT103

Sender	SMBCAU2SXXX				
Receiver	NATAUJ3R00X				
STI					
UETR	aef6-3a08-e3a9-4a1a-ba90-3ab1cbb425				
Sender's Reference					
TAG320	SYO2012230009				
Bank Operation Code					
TAG33B	ORIED				
Instruction Code					
TAG33E					
Transaction Type Code					
TAG38T					
Value Date	201203	CCY	AUD	Inbank Settled Amount	11,068,731.55
TAG32A		CCY	AUD	Instructed Amount	11,068,731.55
TAG33B					
Exchange Rate					
TAG39					
Ordering Customer					
TAG60 K	70021101				
	SMBCLASING AND FINANCE INC				
	277 PARK AVENUE				
	NEW YORK, 10172				
	UNITED STATES OF AMERICA				
Sending Institution					
TAG61 A					
Ordering Institution					
TAG62					
Sender's Correspondent					
TAG63					
Receiver's Correspondent					
TAG64					
Third Reimbursement Institution					
TAG65					
Intermediary Institution					
TAG66					
Account with Institution					
TAG67 D					
Beneficiary Customer					
TAG69	625081722				
	FORUM ENVRG (AUST) PTY LTD				
	262 PITT ST, SYDNEY, NSW, 2000				
Remittance Information					
TAG70	SETTLEMENT AS PER ORDER LETTERS DTD				
	23RD DECEMBER 2020 (MADE UP OF				
	AUD 9287734.49 WASTE AND				
	AUD 1,770,967.06 MADE UP OF HEALTH)				
Details of Charges					
TAG71A	SHA				
Sender's Charge					
TAG71F	CCY			Amount	



**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 and Andrew Dick

**Date:** 2 February 2021

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00101W - 06 dated 25 January 2021 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Waste Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 25 January 2021 and with a commencement date of 1 February 2021.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and
  - (b) the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is 5 February 2021.
6. The Settlement Amount is \$6,649,113.79 (excl. GST).
7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
-------------	-------------------------

<b>Account number</b>	82 508 1722
<b>BSB</b>	082 080

8. The Seller confirms that no Event of Default 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

BASILE PAPADIMITRIOU.

Name

being an Authorised Representative of  
**Forum Enviro (Aust) Pty Ltd**  
(ABN 78 607 484 364)

REFERENCE RTGS MT103

Sender	SMBCAU2SXXX			
Receiver	NATAUJ3R00X			
STI				
UETR	8ca3408-16a8-4ce15ac70-82e68844785a			
Sender's Reference				
TAG320	SY02102000003			
Bank Operation Code	ORIED			
TAG33B				
Instruction Code				
TAG33E				
Transaction Type Code				
TAG38T				
TAG32A	Value Date	CCY	Inbank Settled Amount	
	21/02/08	AUD	6,648,113.79	
TAG33B	CCY	Instructed Amount		
	AUD	6,648,113.79		
Exchange Rate				
TAG39				
Ordering Customer				
TAG60 K	70021101			
	SMBCLASING AND FINANCE INC			
	277 PARK AVENUE			
	NEW YORK, 10172			
	UNITED STATES OF AMERICA			
Sending Institution				
TAG61 A				
Ordering Institution				
TAG62				
Sender's Correspondent				
TAG63				
Receiver's Correspondent				
TAG64				
Third Reimbursement Institution				
TAG65				
Intermediary Institution				
TAG66				
Account with Institution				
TAG67 D				
Beneficiary Customer				
TAG69	AU082086			
	NATIONAL AUSTRALIA BANK LIMITED			
	PITT AND BATHURST STREETS			
Remittance Information				
TAG70	625081722			
	FORUM ENVIRO(AUST) PTY LTD			
	262 PITT ST, SYDNEY, NSW,2000			
Details of Charges				
TAG71A	SETTLEMENT AS PER OFFER LETTER			
	DATED 2ND FEBRUARY 2021			
Sender's Charge				
TAG71F	SHA	Amount		
Receiver's Charge				
	CCY	Amount		
	CCY	Amount		

**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 and Andrew Dick

**Date:** 8 March 2021

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VE000101W - 07 dated 1 March 2021 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Waste Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 1 March 2021 and with a commencement date of 1 March 2021.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and
  - (b) the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is 11 March 2021.
6. The Settlement Amount is \$10,533,007.84 (excl. GST).
7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
-------------	-------------------------

<b>Account number</b>	82 508 1722
<b>BSB</b>	082 080

8. The Seller confirms that no Event of Default 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

BASILE PAPADIMITRIOU.

Name

being an Authorised Representative of  
**Forum Enviro (Aust) Pty Ltd**  
(ABN 78 607 484 364)

**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 and Andrew Dick

**Date:** 8 March 2021

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00100H - 06 dated 1 March 2021 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Health Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 1 March 2021 and with a commencement date of 1 March 2021.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and
  - (b) the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is 11 March 2021.
6. The Settlement Amount is \$1,769,324.17 (excl. GST).
7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
-------------	-------------------------

<b>Account number</b>	82 508 1722
<b>BSB</b>	082 080

8. The Seller confirms that no Event of Default 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

BASILE PAPADIMITRIOU.

Name

being an Authorised Representative of  
**Forum Enviro (Aust) Pty Ltd**  
(ABN 78 607 484 364)



REFERENCE RTGS MT103

Sender	SMBCAU2SXXX		
Receiver	NATAUJ300XX		
STI	19006a0-aaac-4ba5-8e05-026bd45d62		
UETR	SY02103110016		
Sender's Reference	ORIED		
Bank Operation Code	ORIED		
Instruction Code	ORIED		
Transaction Type Code	ORIED		
Value Date	21/03/11	CCY	AUD
Instructed Amount	12,302,332.01	Inbank Setoff Amount	12,302,332.01
Exchange Rate			
Ordering Customer	70021101 SMBCLASING AND FINANCE INC 277 PARK AVENUE NEW YORK, 10172 UNITED STATES OF AMERICA		
Ordering Institution	TAG01 A		
Ordering Institution	TAG02		
Sender's Correspondent	TAG03		
Receiver's Correspondent	TAG04		
Third Reimbursement Institution	TAG05		
Intermediary Institution	TAG06		
Account with Institution	TAG07 D		
Beneficiary Customer	TAG09		
Remittance Information	TAG70 SETTLEMENT AS PER OFFER LETTERS DATED 8TH MARCH 2021 (MADE UP OF WASTE AUD 10,533,007.84 AND HEALTH AUD 1,769,324.17)		
Details of Charges	SHA	Amount	
Sender's Charge	CCY	Amount	

### 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 and Andrew Dick

**Date:** 19 April 2021

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00101W - 08 dated 13 April 2021 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Waste Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 13 April 2021 and with a commencement date of 15 April 2021.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and
  - (b) the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.
4. The Receivables Rights in respect of the Receivables Include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is 22 April 2021.
6. The Settlement Amount is \$10,018,326.86 (excl. GST).
7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
-------------	-------------------------

<b>Account number</b>	82 508 1722
<b>BSB</b>	082 080

8. The Seller confirms that no Event of Default 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

BASILE PAPADIMITRIOU  
Name

being an Authorised Representative of  
**Forum Enviro (Aust) Pty Ltd**  
(ABN 78 607 484 364)

### 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 and Andrew Dick

**Date:** 19 April 2021

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00100H - 07 dated 13 April 2021 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Health Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 13 April 2021 and with a commencement date of 15 April 2021.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and
  - (b) the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is 22 April 2021.
6. The Settlement Amount is \$1,413,053.28 (excl. GST).
7. The Settlement Amount is to be paid to the following account:

<b>Bank</b>	National Australia Bank
-------------	-------------------------

<b>Account number</b>	82 508 1722
<b>BSB</b>	082 080

8. The Seller confirms that no Event of Default 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

**BASILE PAPADIMITRIOU**

Name

being an Authorised Representative of  
**Forum Enviro (Aust) Pty Ltd**  
(ABN 78 607 484 364)



### 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 and Andrew Dick

**Date:** 21 May 2021

**Offer Letter – Master Receivables Acquisition and Servicing Agreement between Forum Enviro (Aust) Pty Ltd ("Seller") and SMBC Leasing and Finance, Inc. Sydney Branch ("Purchaser") dated 17 July 2020 ("MRASA")**

The Seller gives notice as follows:

1. This is an Offer Letter in connection with the TLA Schedule number FEA-VEO00101W - 09 dated 18 May 2021 (the "**Contract**") issued by Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584) ("**Lessee**") under the Master Technology Licence Agreement – Waste Management dated 23 July 2020 between it and the Seller, accepted by the Seller on 18 May 2021 and with a commencement date of 18 May 2021.
2. The details of the Receivables which are offered for sale are set out in the spreadsheet annexed to this Offer Letter.
3. The Payments in respect of the Receivables are:
  - (a) the periodic payments of the Usage Charges due from, and payable by, the Lessee under the Receivable Terms; and
  - (b) the Recoverable Amount payable by the Lessee on termination of the Receivable Terms.
4. The Receivables Rights in respect of the Receivables include (without limitation), for the Contract, the right, interest, present and future, actual or contingent of the Seller, in and to:
  - (a) any Payment under the relevant 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 relevant Contract or Receivable Terms (including the right to receive interest on any unpaid Payments), or any payment of indemnity insofar as they relate to the payment of the Payments; and
  - (c) any indemnity, guarantee or other form of security or credit enhancement relating to the relevant Contract or Receivable Terms (insofar as it relates to the Payments).
5. The Settlement Date is 26 May 2021.
6. The Settlement Amount is \$9,044,264.61 (excl. GST).
7. The Settlement Amount is to be paid to the following account:

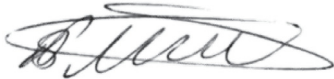
<b>Bank</b>	National Australia Bank
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<b>Account number</b>	82 508 1722
<b>BSB</b>	082 080

8. The Seller confirms that no Event of Default 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

Basile Papadimitriou

Name

being an Authorised Representative of

**Forum Enviro (Aust) Pty Ltd**

(ABN 78 607 484 364)

REFERENCE RTGS MT103

Sender	SMBCAU2SXXX		
Receiver	NATAUJ300XX		
STI	45074096-4476-4463-9409-34541632441		
UETR	SY02105200014		
Sender's Reference	CRED		
Bank Operation Code			
Transaction Code			
Value Date	21/05/20	CCY	AUD
Instructed Amount		Inbank Settled Amount	9,044,264.61
CCY	AUD	Instructed Amount	9,044,264.61
Ordering Customer	70021101 SMBCLASING AND FINANCE INC 277 PARK AVENUE NEW YORK, 10172 UNITED STATES OF AMERICA		
Ordering Customer TAGSO K			
Sending Institution	TAGS1 A		
Ordering Institution	TAGS2		
Sender's Correspondent	TAGS3		
Receiver's Correspondent	TAGS4		
Third Reimbursement Institution	TAGS5		
Intermediary Institution	TAGS6		
Account with Institution	TAGS7 D		
Beneficiary Customer	TAGS9		
Remittance Information	JAU082080 NATIONAL AUSTRALIA BANK LIMITED PITT AND BATHURST STREETS  625081722 FORUM ENVRG(AUST) PTY LTD 262 PITT ST, SYDNEY, NSW,2000  SETTLEMENT AS PER OFFER LETTER DATED 21ST MAY 2021 (MADE UP OF WASTE AUD 9044264.61)		
Details of Charges	SHA		
Sender's Charge	CCY Amount		

ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted	06/07/2021
ACN	153 301 172
ABN	16 153 301 172
Current Name	FORUM FINANCE PTY LIMITED
Registered In	New South Wales
Registration Date	19/09/2011
Review Date	19/09/2021
Company Type	ACN (Australian Company Number)
Current Directors	2
Current Secretaries	1

Start Date	19/09/2011
Name	FORUM FINANCE PTY LIMITED
Name Start Date	19/09/2011
Status	Registered
Type	Australian Proprietary Company
Class	Limited By Shares
Sub Class	Proprietary Company
Disclosing Entity	No
Document No.	5E2815352

Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARES	100	\$100.00

(creditor)watch - Credit Score (0)

[Go to Full Credit Report](#)

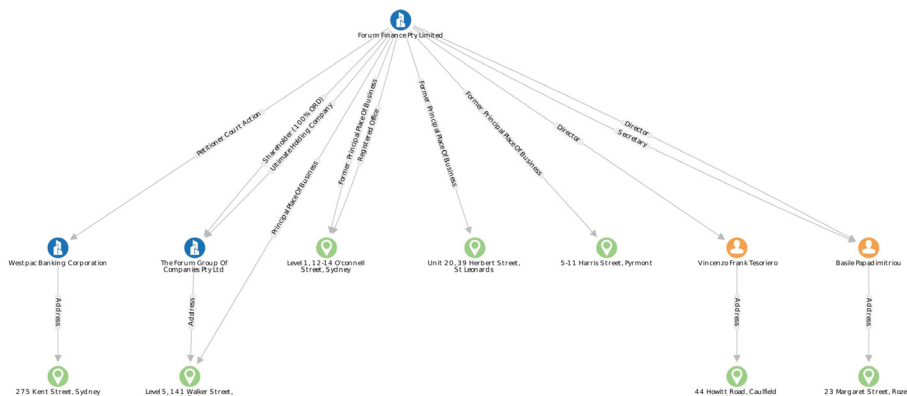


Risk Data Summary

Court Judgments	0	Payment Defaults	0	Insolvency Notices	0	Mercantile Enquiries	0	Credit Enquiries	52
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REVEAL - Company Visualisation

[Go to full workspace](#)



**ASIC Data Extracted 06/07/2021 at 00:00**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

This On-File Report is a company extract that at the time of order (08/07/2021), was already held by InfoTrack and had not changed since it was last ordered on 06/07/2021.

**- 153 301 172 FORUM FINANCE PTY LIMITED -**

<b>ACN (Australian Company Number):</b>	153 301 172	<b>Document No.</b>
<b>ABN:</b>	16 153 301 172	
<b>Current Name:</b>	FORUM FINANCE PTY LIMITED	
<b>Registered in:</b>	New South Wales	
<b>Registration Date:</b>	19/09/2011	
<b>Review Date:</b>	19/09/2021	
<b>Company Bounded By:</b>		

**- Current Organisation Details -**

<b>Name:</b>	FORUM FINANCE PTY LIMITED	5E2815352
<b>Name Start Date:</b>	19/09/2011	
<b>Status:</b>	Registered	
<b>Type:</b>	Australian Proprietary Company	
<b>Class:</b>	Limited By Shares	
<b>Sub Class:</b>	Proprietary Company	

**- Company Addresses -**

<b><u>Registered Office</u></b>		5E2815352
<b>Address:</b>	ROTHSAY ACCOUNTING SERVICES PTY LTD C/- ROTHSA Y AC LEVEL 1 12-14 O'CONNELL STREET SYDNEY NSW 2000	
<b>Start Date:</b>	19/09/2011	

<b><u>Principal Place of Business</u></b>		5EAA12378
<b>Address:</b>	LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060	
<b>Start Date:</b>	01/06/2018	

<b><u>Previous Principal Place of Business</u></b>		7E5289876
<b>Address:</b>	UNIT 20 39 HERBERT STREET ST LEONARDS NSW 2065	
<b>Start Date:</b>	14/06/2013	
<b>Cease Date:</b>	31/05/2018	

<b><u>Previous Principal Place of Business</u></b>		7E4063805
----------------------------------------------------	--	-----------

**Address:** 5-11 HARRIS STREET PYRMONT NSW 2009  
**Start Date:** 27/10/2011  
**Cease Date:** 13/06/2013

**- Previous Principal Place of Business**

5E2815352

**Address:** LEVEL 1 12-14 O'CONNELL STREET SYDNEY NSW 2000  
**Start Date:** 19/09/2011  
**Cease Date:** 26/10/2011

**- Company Officers -**

**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

\* Check documents listed under ASIC Documents Received for recent changes.

**Director**

**Name:** VINCENZO FRANK TESORIERO 6E5346292  
**Address:** 44 HOWITT ROAD CAULFIELD NORTH VIC 3161  
**Birth Details:** 21/12/1980 MALVERN VIC  
**Appointment Date:** 01/04/2017  
**Cease Date:** //

**Name:** BASILE PAPADIMITRIOU 5EAV00868  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Birth Details:** 31/08/1972 SYDNEY NSW  
**Appointment Date:** 19/09/2011  
**Cease Date:** //

**Secretary**

**Name:** BASILE PAPADIMITRIOU 5EAV00868  
**Address:** 23 MARGARET STREET ROZELLE NSW 2039  
**Birth Details:** 31/08/1972 SYDNEY NSW  
**Appointment Date:** 19/09/2011  
**Cease Date:** //

**Ultimate Holding Company**

**Name:** 151 964 626 THE FORUM GROUP OF COMPANIES PTY LTD 5E2815352  
**Address:**  
**Appointment Date:** //  
**Cease Date:** //  
**Abn:** 72 151 964 626

## Petitioner Court Action

**Name:** 007 457 141 WESTPAC BANKING CORPORATION 031085207  
**Address:** 275 KENT STREET SYDNEY NSW 2000  
**Appointment Date:** 28/06/2021  
**Cease Date:** //  
**Abn:** 33 007 457 141

### **- Court Details Affecting Role -**

**Type:** Federal **State:** New South Wales  
**Application No:** NSD 616 **Application Year:** 2021

### **- Share Structure -**

#### Current

**Class:** ORDINARY SHARES 5E2815352  
**Number of Shares Issued:** 100  
**Total Amount Paid / Taken to be Paid:** \$100.00  
**Total Amount Due and Payable:** \$0.00

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#### **Note:**

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

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### **- Share/Interest Holding -**

#### Current

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#### **- Holding -**

**Class:** ORD **Number Held:** 100 5EAA12378  
**Beneficially Owned:** Yes **Fully Paid:** Yes

#### **- Members -**

**Name:** THE FORUM GROUP OF COMPANIES PTY LTD  
**ACN:** 151 964 626  
**Address:** LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060  
**Joint Holding:** No  
**Abn:** 72 151 964 626

### **- External Administration Documents -**

There are no external administration documents held for this organisation.

## - Charges -

**There are no charges held for this organisation.**

### Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced. At that time ASIC transferred all details of current charges to the PPS Registrar. ASIC can only provide details of satisfied charges prior to that date. Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, [www.ppsr.gov.au](http://www.ppsr.gov.au). InfoTrack may cap documents for on-file searches to 250.

## - Document List -

### Notes:

- \* Documents already listed under Registered Charges are not repeated here.
- \* Data from Documents with no Date Processed are not included in this Extract.
- \* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- \* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
- \* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
519	29/06/2021	05/07/2021	0	28/06/2021	031085207
519A	Notification of Filing of Application For Winding Up Order				
484	12/03/2019	12/03/2019	2	12/03/2019	7EAJ36075
484A1	Change to Company Details Change Officeholder Name Or Address				
484	12/03/2019	12/03/2019	2	12/03/2019	5EAV00868
484A1	Change to Company Details Change Officeholder Name Or Address				
484	04/06/2018	04/06/2018	2	04/06/2018	5EAA12378
484	Change to Company Details				
484C	Change of Principal Place of Business (Address)				
484A2	Change Member Name or Address				
484	04/04/2018	04/04/2018	2	04/04/2018	6E5346292
484A1	Change to Company Details Change Officeholder Name Or Address				
484	23/06/2017	23/06/2017	2	22/06/2017	5E4427564
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	14/06/2013	14/06/2013	2	14/06/2013	7E5289876
484	Change to Company Details				
484C	Change of Principal Place of Business (Address)				



484A2	Change Member Name or Address				
484	03/11/2011	03/11/2011	2	03/11/2011	7E4063805
484	Change to Company Details				
484C	Change of Principal Place of Business (Address)				
484A2	Change Member Name or Address				
201	19/09/2011	19/09/2011	3	19/09/2011	5E2815352
201C	Application For Registration as a Proprietary Company				

**- Company Contact Addresses -**

**- Contact Address for ASIC use only**

**Address:** GPO BOX 542 SYDNEY NSW 2001

**Start Date:** 03/11/2011

\*\*\* End of Document \*\*\*

## Risk Data

### Summary

Court Actions:	0
Payment Defaults:	0
ASIC Published Notices:	0
Mercantile Enquiries:	0
Critical ASIC Documents:	1
Credit Score:	0
Credit Enquiries - Last 5 Years:	52
Credit Enquiries - Last 12 Months:	34

## Credit Report

### Court Actions

Plaintiff	Action	Action Amount	Action Date	Nature of claim	Proceeding #	Location
-----------	--------	---------------	-------------	-----------------	--------------	----------

There are currently no court actions registered.

Court action information is supplied to CreditorWatch by the courts. We rely on the courts to provide up to date and accurate information and therefore CreditorWatch cannot guarantee that all actions are included. This report includes action information from the Magistrates courts in NSW, QLD, SA, VIC, and WA.

### Payment Defaults

Default Posted By	Document Type	Amount Outstanding	Date Added	Payment Due Date	Part Payment Made	Default Settled
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There are currently no defaults registered.

### ASIC Published Notices

Date	Title
------	-------

There are currently no ASIC Published Notices registered.

### Registered Mercantile Enquiries

Enquiry Date	Mercantile Agent
--------------	------------------

There are no mercantile enquiries registered.

# Credit Score

The score is a statistically based score indicating an entity's credit worthiness. The score ultimately ranks entities based on their riskiness and is designed to assist you in making more informed and consistent credit decisions.

The score is based between 0 and 850 index points with a higher score considered lower risk while lower scores are deemed to be riskier entities. It should be used in partnership with your internal credit procedures and policies.

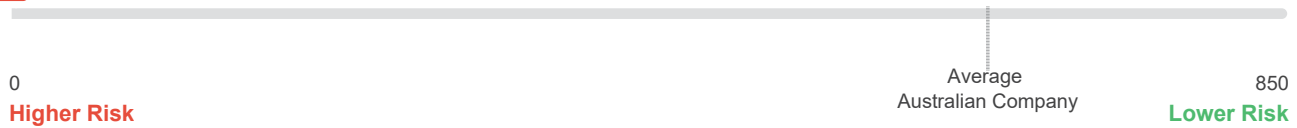
**Credit Rating Grade:** F

**Risk Level:** Default

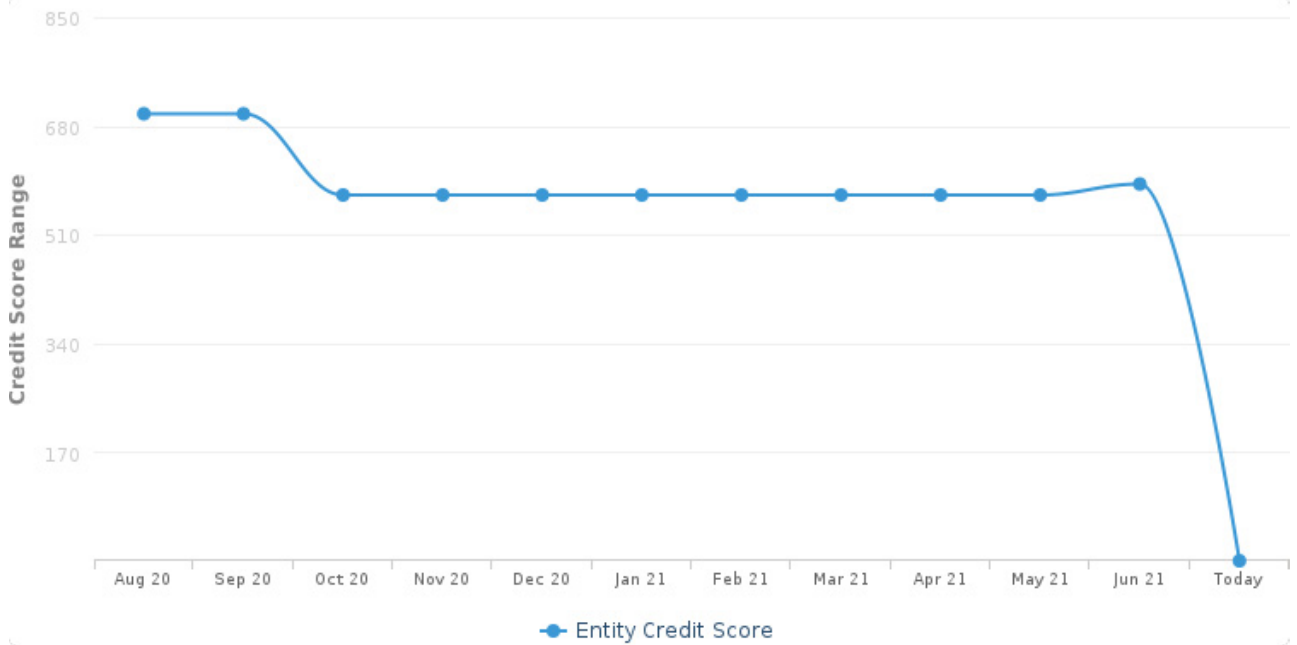
**Credit Advice for F rating:** Entity has become insolvent or does not have the ability to trade

Entity has a 100.00% chance of failure within the next 12 months

0



## Historical Credit Scores



## Recommendations

Credit Rating	Risk Category	Recommendation
A1, A2, A3	Very Low	Entity has a very strong aptitude to meet credit commitments. Extend terms within consideration.
B1, B2	Low	Entity has a strong aptitude to meet credit commitments. Unfavourable economic conditions may lead to a weakened capability to meet financial commitments. Extend terms within consideration.
B3, C1	Neutral	Entity currently has the aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions may impair ability to meet financial commitments. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Entity has an adequate aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions will likely impair the capacity or willingness to meet financial commitments. Extend terms, closely monitor ongoing payment behaviour.

### Credit Rating Risk Category Recommendation

C3	Borderline	Entity is vulnerable and the aptitude to meet credit commitments is dependent upon favourable business, financial, and economic conditions. Trade with caution, closely monitor and consider your payment terms.
D1, D2, D3	High	Entity is currently highly vulnerable. COD trading highly recommended.
E	Impaired	Entity is currently highly vulnerable to non-payment and default. Trading eligibility must be considered.
F	Default	Entity has become insolvent or does not have the ability to trade

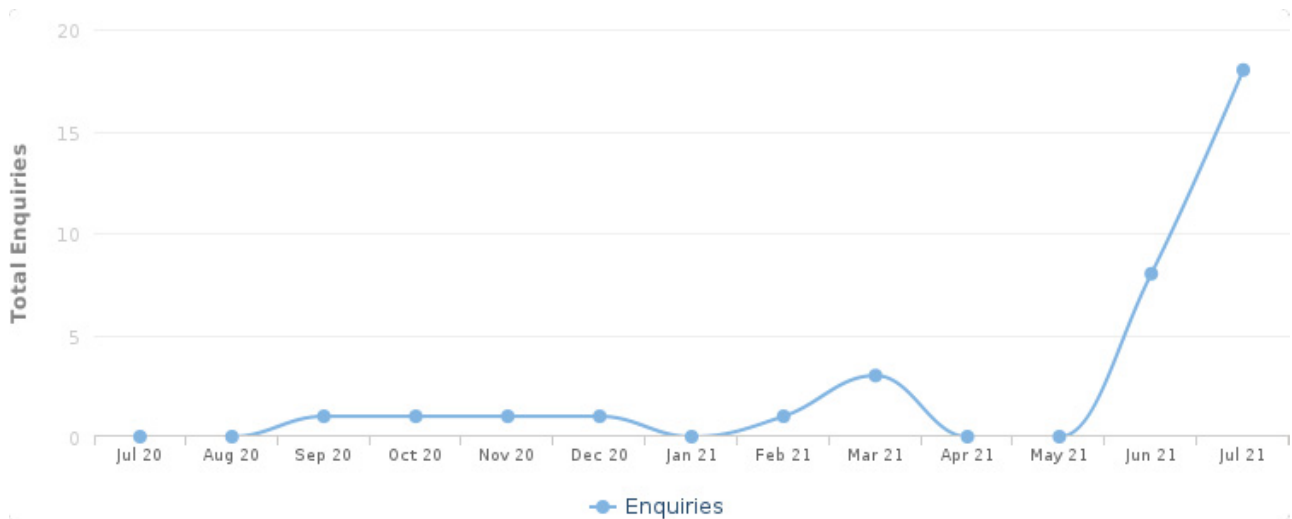
score v.20150123a

Please note that the score and recommendation should be used in partnership with your company's internal credit procedures and policies. The score should not be used as the sole reason in making a decision about the entity.

## Credit Enquiries

Entity has 52 credit enquiries within the last 5 years.  
Entity has 34 credit enquiries within the last 12 months.

### Credit Enquiries (Last 12 Months)



### Ordered by Industry (Last 12 Months)

Industry	Number of Enquiries
Professional, Scientific and Technical Services (M)	21
Financial and Insurance Services (K)	4
Manufacturing (C)	3
Wholesale Trade (F)	3
Transport, Postal and Warehousing (I)	2
Construction (E)	1
TOTAL ENQUIRIES	34

## Ordered by Date (Last 12 Months)

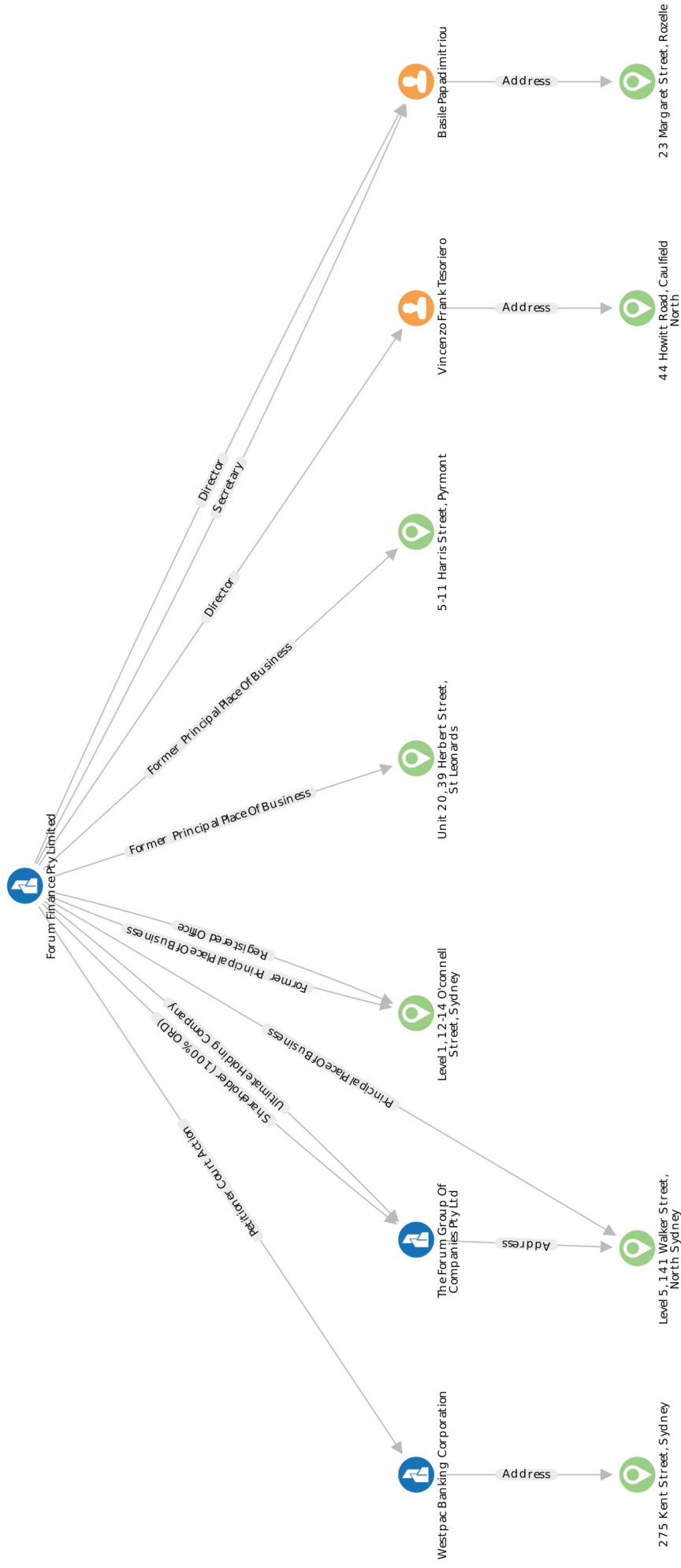
Industry	Date
Professional, Scientific and Technical Services (M)	08-07-2021
Construction (E)	07-07-2021
Professional, Scientific and Technical Services (M)	07-07-2021
Wholesale Trade (F)	07-07-2021
Financial and Insurance Services (K)	06-07-2021
Financial and Insurance Services (K)	06-07-2021
Transport, Postal and Warehousing (I)	06-07-2021
Professional, Scientific and Technical Services (M)	06-07-2021
Manufacturing (C)	06-07-2021
Manufacturing (C)	05-07-2021
Professional, Scientific and Technical Services (M)	05-07-2021
Wholesale Trade (F)	05-07-2021
Transport, Postal and Warehousing (I)	05-07-2021
Manufacturing (C)	05-07-2021
Financial and Insurance Services (K)	05-07-2021
Wholesale Trade (F)	02-07-2021
Financial and Insurance Services (K)	02-07-2021
Professional, Scientific and Technical Services (M)	02-07-2021
Professional, Scientific and Technical Services (M)	30-06-2021
Professional, Scientific and Technical Services (M)	29-06-2021
Professional, Scientific and Technical Services (M)	28-06-2021
Professional, Scientific and Technical Services (M)	27-06-2021
Professional, Scientific and Technical Services (M)	25-06-2021
Professional, Scientific and Technical Services (M)	22-06-2021
Professional, Scientific and Technical Services (M)	21-06-2021
Professional, Scientific and Technical Services (M)	18-06-2021
Professional, Scientific and Technical Services (M)	30-03-2021
Professional, Scientific and Technical Services (M)	25-03-2021
Professional, Scientific and Technical Services (M)	17-03-2021
Professional, Scientific and Technical Services (M)	03-02-2021
Professional, Scientific and Technical Services (M)	11-12-2020
Professional, Scientific and Technical Services (M)	06-11-2020
Professional, Scientific and Technical Services (M)	20-10-2020
Professional, Scientific and Technical Services (M)	28-09-2020

## Historical Timeline

Date	Type	Notes
28-06-2021	ASIC Document	#031085207 Form 519 Notification of Filing of Application For Winding Up Order
12-03-2019	ASIC Document	#7EAJ36075 Form 484 Change to Company Details Change Officeholder Name Or Address #5EAV00868 Form 484 Change to Company Details Change Officeholder Name Or Address
05-06-2018	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2060 from NSW 2064
04-06-2018	ASIC Document	#5EAA12378 Form 484 Change to Company Details Change of Principal Place of Business (Address) Change Member Name or Address
04-04-2018	ASIC Document	#6E5346292 Form 484 Change to Company Details Change Officeholder Name Or Address
22-06-2017	ASIC Document	#5E4427564 Form 484 Change to Company Details Appointment or Cessation of A Company Officeholder
19-09-2014	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2064 from NSW 2064
27-06-2013	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2064 from NSW 2000
14-06-2013	ASIC Document	#7E5289876 Form 484 Change to Company Details Change of Principal Place of Business (Address) Change Member Name or Address
03-11-2011	ASIC Document	#7E4063805 Form 484 Change to Company Details Change of Principal Place of Business (Address) Change Member Name or Address
19-09-2011	Entity Status	The Entity Status was changed to Active
19-09-2011	Goods And Services Tax	The Goods and Services Tax was changed to Currently registered for GST
19-09-2011	Main Name	The Main Name was changed to Forum Finance Pty Limited
19-09-2011	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2000
19-09-2011	ASIC Document	#5E2815352 Form 201 Application For Registration as a Proprietary Company

## Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. The information should therefore be used in conjunction with your own investigations and you should not rely solely on this information when making credit or financial decisions. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.





ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted 13/07/2021  
 ACN 607 484 364  
 ABN 78 607 484 364  
 Current Name FORUM ENVIRO (AUST) PTY LTD  
 Registered In New South Wales  
 Registration Date 05/08/2015  
 Review Date 05/08/2021  
 Company Type ACN (Australian Company Number)  
 Current Directors 1  
 Current Secretaries 1

Start Date 08/07/2021  
 Name FORUM ENVIRO (AUST) PTY LTD  
 Name Start Date 05/08/2015  
 Status **\*\* Under External Administration And/Or Controller Appointed \*\***  
 Type Australian Proprietary Company  
 Class Limited By Shares  
 Sub Class Proprietary Company  
 Disclosing Entity No  
 Document No.

Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARES	1	\$1.00

(creditor)watch - Credit Score (0)

[Go to Full Credit Report](#)

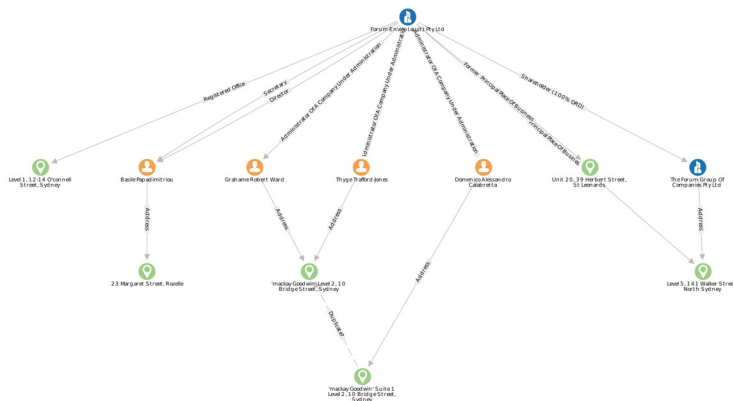


Risk Data Summary

Court Judgments 0      Payment Defaults 0      Insolvency Notices 1      Mercantile Enquiries 0      Credit Enquiries 31

REVEAL - Company Visualisation

[Go to full workspace](#)



**ASIC Data Extracted 13/07/2021 at 14:48**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

**- 607 484 364 FORUM ENVIRO (AUST) PTY LTD -**

<b>ACN (Australian Company Number):</b>	607 484 364	<b>Document No.</b>
<b>ABN:</b>	78 607 484 364	
<b>Current Name:</b>	FORUM ENVIRO (AUST) PTY LTD	
<b>Registered in:</b>	New South Wales	
<b>Registration Date:</b>	05/08/2015	
<b>Review Date:</b>	05/08/2021	
<b>Company Bounded By:</b>		

**- Current Organisation Details -**

**Name:** FORUM ENVIRO (AUST) PTY LTD  
**Name Start Date:** 05/08/2015  
**Status:** \*\* Under External Administration And/Or Controller Appointed \*\*  
**Type:** Australian Proprietary Company  
**Class:** Limited By Shares  
**Sub Class:** Proprietary Company

**- Former Organisation Details from 05/08/2015 to 07/07/2021 -**

<b>Name:</b>	FORUM ENVIRO (AUST) PTY LTD	2E2243073
<b>Name Start Date:</b>	05/08/2015	
<b>Status:</b>	Registered	
<b>Type:</b>	Australian Proprietary Company	
<b>Class:</b>	Limited By Shares	
<b>Sub Class:</b>	Proprietary Company	

**- Company Addresses -**

<b>- <u>Registered Office</u></b>		2E2243073
<b>Address:</b>	ROTHSAY ACCOUNTING SERVICES PTY LTD LEVEL 1 12-14 O'CONNELL STREET SYDNEY NSW 2000	
<b>Start Date:</b>	05/08/2015	

<b>- <u>Principal Place of Business</u></b>		5EAA12376
<b>Address:</b>	LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060	

**Start Date:** 01/06/2018

**- Previous Principal Place of Business**

2E2243073

**Address:** UNIT 20 39 HERBERT STREET ST LEONARDS NSW 2065

**Start Date:** 05/08/2015

**Cease Date:** 31/05/2018

**- Company Officers -**

**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

\* Check documents listed under ASIC Documents Received for recent changes.

**Director**

**Name:** BASILE PAPADIMITRIOU

5EAV01018

**Address:** 23 MARGARET STREET ROZELLE NSW 2039

**Birth Details:** 31/08/1972 SYDNEY NSW

**Appointment Date:** 05/08/2015

**Cease Date:** //

**Secretary**

**Name:** BASILE PAPADIMITRIOU

5EAV01018

**Address:** 23 MARGARET STREET ROZELLE NSW 2039

**Birth Details:** 31/08/1972 SYDNEY NSW

**Appointment Date:** 05/08/2015

**Cease Date:** //

**Administrator of a Company under Administration**

**Name:** DOMENICO ALESSANDRO CALABRETTA

7EBJ31498

**Address:** MACKAY GOODWIN 'MACKAY GOODWIN' SUITE 1 LEVEL 2 10 BRIDGE STREET SYDNEY NSW 2000

**Birth Details:** //

**Appointment Date:** 08/07/2021

**Cease Date:** //

**Name:** GRAHAME ROBERT WARD

7EBJ31498

**Address:** 'MACKAY GOODWIN' LEVEL 2 10 BRIDGE STREET SYDNEY NSW 2000

**Birth Details:** //

**Appointment Date:** 08/07/2021

**Cease Date:** //

**Name:** THYGE TRAFFORD-JONES

7EBJ31498

**Address:** 'MACKAY GOODWIN' LEVEL 2 10 BRIDGE STREET SYDNEY NSW 2000

**Birth Details:** //  
**Appointment Date:** 08/07/2021  
**Cease Date:** //

## - Share Structure -

### Current

<b>Class:</b>	ORDINARY SHARES	2E2243073
<b>Number of Shares Issued:</b>	1	
<b>Total Amount Paid / Taken to be Paid:</b>	\$1.00	
<b>Total Amount Due and Payable:</b>	\$0.00	

#### **Note:**

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

## - Share/Interest Holding -

### Current

#### **- Holding -**

<b>Class:</b>	ORD	<b>Number Held:</b>	1	5EAA12376
<b>Beneficially Owned:</b>	Yes	<b>Fully Paid:</b>	Yes	

#### **- Members -**

**Name:** THE FORUM GROUP OF COMPANIES PTY LTD  
**ACN:** 151 964 626  
**Address:** LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060  
**Joint Holding:** No  
**Abn:** 72 151 964 626

## - External Administration Documents -

#### **Note:**

Documents relating to External Administration and/or appointment of Controller.  
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
505		09/07/2021	09/07/2021	3	7EJB31498
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				

## - Charges -

**There are no charges held for this organisation.**

### Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced. At that time ASIC transferred all details of current charges to the PPS Registrar. ASIC can only provide details of satisfied charges prior to that date. Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, [www.ppsr.gov.au](http://www.ppsr.gov.au). InfoTrack may cap documents for on-file searches to 250.

## - Document List -

### Notes:

- \* Documents already listed under Registered Charges are not repeated here.
- \* Data from Documents with no Date Processed are not included in this Extract.
- \* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- \* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
- \* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484	12/03/2019	12/03/2019	2	12/03/2019	5EAV01018
484A1	Change to Company Details Change Officeholder Name Or Address				
484	04/06/2018	04/06/2018	2	04/06/2018	5EAA12376
484	Change to Company Details				
484C	Change of Principal Place of Business (Address)				
484A2	Change Member Name or Address				
201	05/08/2015	05/08/2015	3	05/08/2015	2E2243073
201C	Application For Registration as a Proprietary Company				

## - Company Contact Addresses -

### - Contact Address for ASIC use only

**Address:** GPO BOX 542 SYDNEY NSW 2001  
**Start Date:** 21/08/2015

\*\*\* End of Document \*\*\*

## Risk Data

### Summary

Organisation Status:	Under External Administration And/Or Controller Appointed
Court Actions:	0
Payment Defaults:	0
ASIC Published Notices:	1
Mercantile Enquiries:	0
Critical ASIC Documents:	1
Credit Score:	0
Credit Enquiries - Last 5 Years:	31
Credit Enquiries - Last 12 Months:	20

## Status Changes

### ASIC Entity Status Changes

Change Date	ASIC Changes
08-07-2021	Under External Administration And/Or Controller Appointed (Current status)
05-08-2015	Registered

## Credit Report

### Court Actions

Plaintiff	Action	Action Amount	Action Date	Nature of claim	Proceeding #	Location
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There are currently no court actions registered.

Court action information is supplied to CreditorWatch by the courts. We rely on the courts to provide up to date and accurate information and therefore CreditorWatch cannot guarantee that all actions are included. This report includes action information from the Magistrates courts in NSW, QLD, SA, VIC, and WA.

### Payment Defaults

Default Posted By	Document Type	Amount Outstanding	Date Added	Payment Due Date	Part Payment Made	Default Settled
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There are currently no defaults registered.

### ASIC Published Notices

Date	Title
12-07-2021	COMBINED NOTICE OF APPOINTMENT AND FIRST MEETING OF CREDITORS OF COMPANY UNDER ADMINISTRATION

## Registered Mercantile Enquiries

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Enquiry Date	Mercantile Agent
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There are no mercantile enquiries registered.

# Credit Score

The score is a statistically based score indicating an entity's credit worthiness. The score ultimately ranks entities based on their riskiness and is designed to assist you in making more informed and consistent credit decisions.

The score is based between 0 and 850 index points with a higher score considered lower risk while lower scores are deemed to be riskier entities. It should be used in partnership with your internal credit procedures and policies.

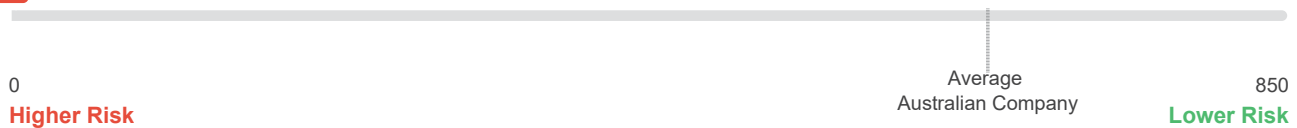
**Credit Rating Grade:** F

**Risk Level:** Default

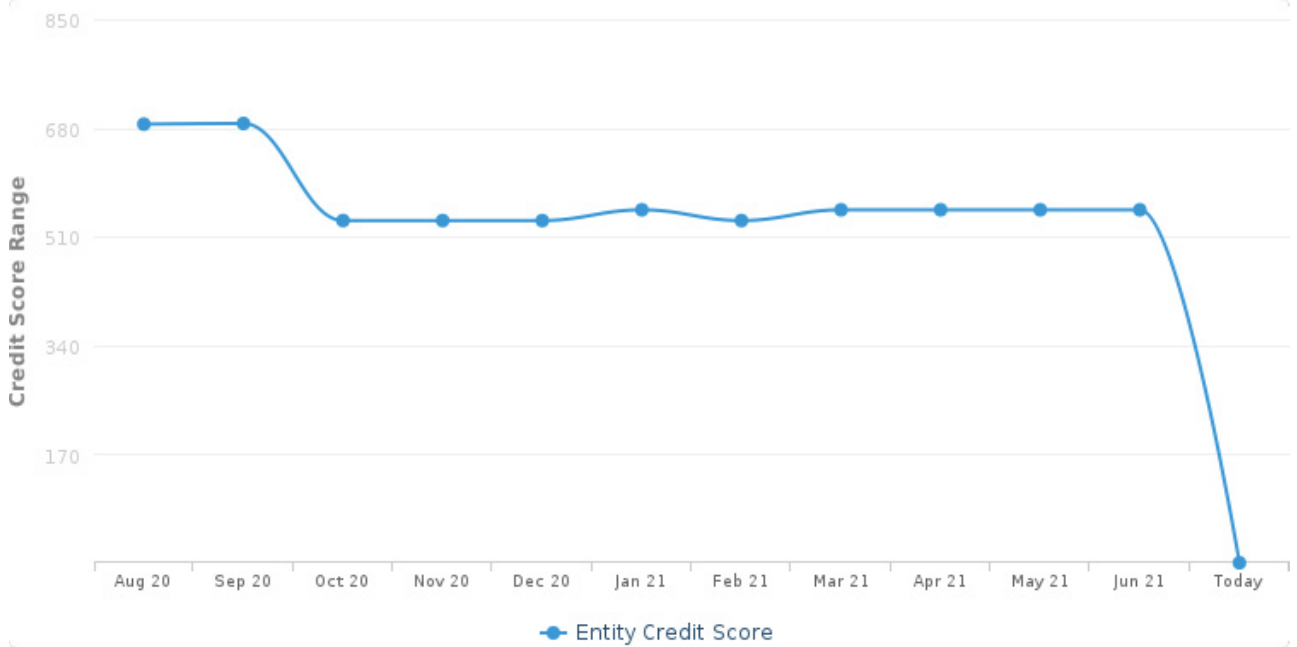
**Credit Advice for F rating:** Entity has become insolvent or does not have the ability to trade

Entity has a 100.00% chance of failure within the next 12 months

0



## Historical Credit Scores



## Recommendations

Credit Rating	Risk Category	Recommendation
A1, A2, A3	Very Low	Entity has a very strong aptitude to meet credit commitments. Extend terms within consideration.
B1, B2	Low	Entity has a strong aptitude to meet credit commitments. Unfavourable economic conditions may lead to a weakened capability to meet financial commitments. Extend terms within consideration.
B3, C1	Neutral	Entity currently has the aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions may impair ability to meet financial commitments. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Entity has an adequate aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions will likely impair the capacity or willingness to meet financial commitments. Extend terms, closely monitor ongoing payment behaviour.



### Credit Rating Risk Category Recommendation

C3	Borderline	Entity is vulnerable and the aptitude to meet credit commitments is dependent upon favourable business, financial, and economic conditions. Trade with caution, closely monitor and consider your payment terms.
D1, D2, D3	High	Entity is currently highly vulnerable. COD trading highly recommended.
E	Impaired	Entity is currently highly vulnerable to non-payment and default. Trading eligibility must be considered.
F	Default	Entity has become insolvent or does not have the ability to trade

score v.20150123a

Please note that the score and recommendation should be used in partnership with your company's internal credit procedures and policies. The score should not be used as the sole reason in making a decision about the entity.

## Credit Enquiries

Entity has 31 credit enquiries within the last 5 years.  
Entity has 20 credit enquiries within the last 12 months.

### Credit Enquiries (Last 12 Months)



### Ordered by Industry (Last 12 Months)

Industry	Number of Enquiries
Professional, Scientific and Technical Services (M)	20
<b>TOTAL ENQUIRIES</b>	<b>20</b>

### Ordered by Date (Last 12 Months)

Industry	Date
Professional, Scientific and Technical Services (M)	13-07-2021
Professional, Scientific and Technical Services (M)	10-07-2021
Professional, Scientific and Technical Services (M)	08-07-2021

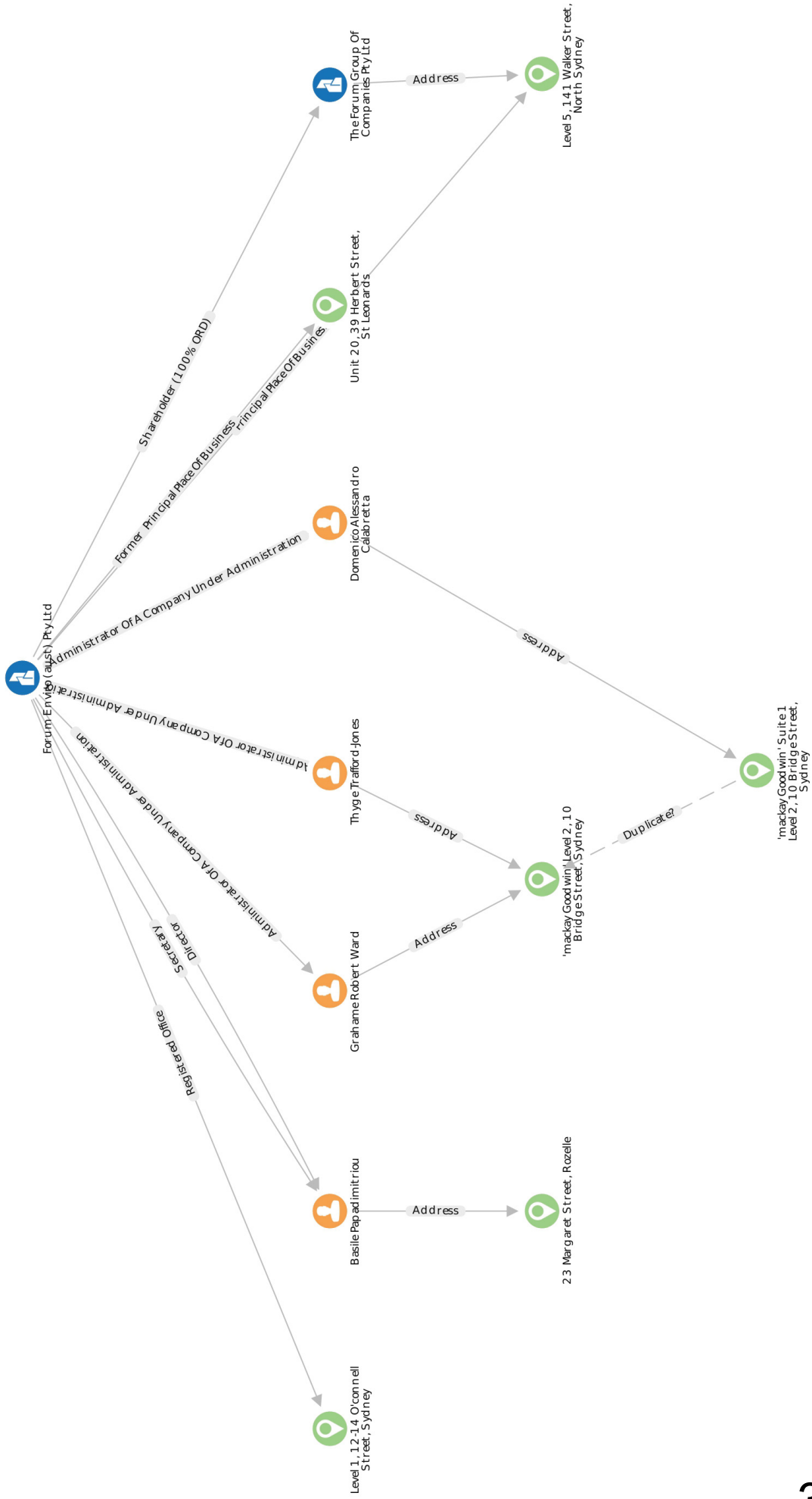
Industry	Date
Professional, Scientific and Technical Services (M)	06-07-2021
Professional, Scientific and Technical Services (M)	03-07-2021
Professional, Scientific and Technical Services (M)	29-06-2021
Professional, Scientific and Technical Services (M)	25-06-2021
Professional, Scientific and Technical Services (M)	18-06-2021
Professional, Scientific and Technical Services (M)	21-05-2021
Professional, Scientific and Technical Services (M)	19-04-2021
Professional, Scientific and Technical Services (M)	16-04-2021
Professional, Scientific and Technical Services (M)	08-03-2021
Professional, Scientific and Technical Services (M)	02-02-2021
Professional, Scientific and Technical Services (M)	21-12-2020
Professional, Scientific and Technical Services (M)	13-11-2020
Professional, Scientific and Technical Services (M)	28-09-2020
Professional, Scientific and Technical Services (M)	24-08-2020
Professional, Scientific and Technical Services (M)	27-07-2020
Professional, Scientific and Technical Services (M)	23-07-2020
Professional, Scientific and Technical Services (M)	15-07-2020

## Historical Timeline

Date	Type	Notes
08-07-2021	Status	The ASIC status was changed to Under External Administration And/Or Controller Appointed
08-07-2021	ASIC Document	#7EBJ31498 Form 505 Notice By External Administrator/controller-Appoint/cease Appt of Administrator Under S.436a, 436b, 436c, 436e(4), 449b, 449c(1), 449c(4) or 449(6)
12-03-2019	ASIC Document	#5EAV01018 Form 484 Change to Company Details Change Officeholder Name Or Address
05-06-2018	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2060 from NSW 2065
04-06-2018	ASIC Document	#5EAA12376 Form 484 Change to Company Details Change of Principal Place of Business (Address) Change Member Name or Address
05-08-2015	Entity Status	The Entity Status was changed to Active
05-08-2015	Goods And Services Tax	The Goods and Services Tax was changed to Currently registered for GST
05-08-2015	Main Name	The Main Name was changed to FORUM ENVIRO (AUST) PTY LTD
05-08-2015	Main Business Physical Address	The Main Business Physical Address was changed to NSW 2065
05-08-2015	ASIC Document	#2E2243073 Form 201 Application For Registration as a Proprietary Company

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## Yiasemides, Maria

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**From:** Dobson, Roger  
**Sent:** Monday, 12 July 2021 2:33 PM  
**To:** jmichie@mackaygoodwin.com.au  
**Cc:** Yiasemides, Maria; Shanahan, Lucy J.; Kersaitis, Kane J.  
**Subject:** Forum Enviro (Aust) Pty Ltd (Forum Enviro)

Hi Jack. Thank you for the call just now.

I am writing to you on a without prejudice basis.

We act for Sumitomo Mitsui Banking Corporation (SMBC) and SMBC Leasing and Finance Inc. Sydney Branch (SMBCLF) in connection with a series of receivables purchase transactions entered into by SMBCLF and other parties pursuant to agreements and arrangements entered into by SMBCLF both directly and indirectly with Forum Enviro, one of the entities to which we understand members of your Firm have been appointed voluntary administrators.

It appears that all or substantially all of the transactions entered into by SMBCLF in connection with the agreements and arrangements described above involve very substantial fraud. We anticipate that as a result, SMBCLF has claims against Forum Enviro and probably other parties in the multiple tens of millions of dollars.

We expect that we will be instructed shortly to seek orders on an urgent basis in the Federal Court of Australia for the winding up of Forum Enviro and the appointment of partners at McGrathNicol in Sydney as liquidators.

Please don't hesitate to contact us if you wish to discuss further.

Kind regards.

Roger

Roger Dobson (bio)  
Partner  
JONES DAY® - One Firm Worldwide<sup>SM</sup>  
Aurora Place, Level 41, 88 Phillip Street  
Sydney NSW 2000 AUSTRALIA  
Direct +61.2.8272.0534  
Mobile +61.417.462.538  
Office +61.2.8272.0500

Sent with BlackBerry Work  
(www.blackberry.com)

CONTACT: Kieran Kelly  
CONTACT EMAIL: [kieran.kelly@hiltonbradley.com.au](mailto:kieran.kelly@hiltonbradley.com.au)  
RESPONSIBLE DIRECTOR: Luke Whiffen  
OUR REF: 1495



12 July 2021

Roger Dobson  
Jones Day  
Aurora Place, Level 41, 88 Phillip Street  
Sydney NSW 2000 AUSTRALIA

**By email only:** [rdobson@jonesday.com](mailto:rdobson@jonesday.com)

Dear Mr Dobson,

**FORUM GROUP PTY LTD (ADMINISTRATOR APPOINTED) (RECEIVERS APPOINTED)  
ACN 153 336 997 (“COMPANY”)**

We act for Domenico Alessandro Calabretta, Grahame Robert Ward and Thyge Trafford-Jones (**Administrators**) in their capacities as voluntary administrators of the Company and other associated entities (**Administration Companies**), including Forum Enviro (Aust) Pty Ltd (**Forum Enviro**).

We refer to your email to the Administrators’ office dated 12 July 2021 (**your Email**).

In your Email you state, *inter alia*, that:

1. you act for Sumitomo Mitsui Banking Corporation (**SMBC**) and SMBC Leasing and Finance Inc. Sydney Branch (**SMBCLF**);
2. SMBCLF and “other parties” entered into a series of receivables purchase transactions pursuant to agreements and arrangements both “directly and indirectly” with Forum Enviro;
3. substantially all of the transactions entered into by SMBCLF involved “very substantial fraud”; and
4. you expect to be instructed shortly to seek orders on an urgent basis in the Federal Court of Australia for the winding up of Forum Enviro and the appointment of partners at McGrathNicol in Sydney as liquidators.

We are instructed to respond as follows.

**Administration Companies**

Our clients were only very recently appointed as administrators to the Administration Companies, including Forum Enviro.

However, our clients’ investigations have revealed that a large component of the Administration Companies carried out stand-alone information technology support businesses unrelated to that of Forum Finance and may not be subject to any alleged fraud carried out by Forum Finance Pty Ltd (**Forum Finance**) and its directors. The business carried out by the Administration Companies included the derivation of revenue from customers and the activities of the companies were financed from third party sources.

However, our clients’ investigations are continuing as to the affairs of these companies, including Forum Enviro, and our clients are highly concerned about allegations of fraud such as those made in your Email.

Hilton Bradley Lawyers  
ABN 13630977776  
Level 21  
133 Castlereagh Street  
SYDNEY NSW 2000  
Phone: (02) 8379 1896

As such, it would be much appreciated if you provided by 5pm on 13 July 2021:

1. particulars of the facts that give rise to the allegation of fraud made in your Email; and
2. any supporting documentation, including any agreements.

### **Liquidation of Forum Enviro**

Our clients do not accept that Forum Enviro should necessarily be placed into liquidation immediately and that the administration should end. The objects of an administration conducted under Part 5.3A of the *Corporations Act 2001* (Cth) are to preserve and salvage as much of the business of the company as possible and otherwise to take steps that will maximise the return to creditors of the company. An immediate winding up may, subject to our clients' investigations, be antithetical to those statutory objects.

As set out above, our clients are currently investigating the affairs of the Administration Companies, including Forum Enviro. Our clients are considering the position of each of the Administration Companies and will further consider the position of Forum Enviro following the provision of the particulars and evidence referred to above.

Although the winding up of Forum Enviro may become an inevitable outcome at a later stage, no material has been provided to the Administrators to allow them to conclude a winding up is presently the only option. Although this may be the case at a later point, it is premature for Forum Enviro to be wound up immediately.

Our clients will, of course, work with McGrathNicol (the liquidators of Forum Finance), Westpac and all other creditors of Administration Companies, including your clients, on a fully cooperative basis.

We invite your clients to provide proofs of debt or claims in the administration together with supporting documentation as soon as possible to assist the Administrators in assessing this claim for voting purposes at the upcoming meeting of creditors.

### **Final Comments**

Our clients' preference is to avoid a contest with your clients and for our respective clients to cooperate fully with each other.

We consider that a continuation of the administration to be in the interests of all creditors of the Administration Companies at present.

We would be grateful if you could please provide your clients' position in relation to the above by 5pm tomorrow, 13 July 2021.

Yours sincerely,

**HILTON BRADLEY LAWYERS**



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