

**Affidavit of Michael Timpany sworn 13 July 2021**  
**Exhibit MT1**

**Shanahan, Lucy J.**

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**From:** michael\_timpany@au.smbc.co.jp  
**Sent:** Thursday, 1 July 2021 7:55 AM  
**To:** tbouchahine@forumgroup.com.au; BPapas@forumgroup.com.au;  
acolbert@forumfinance.com.au  
**Cc:** leaseadmin@gb.smbcgroup.com; andrew\_dick@au.smbc.co.jp  
**Subject:** Veolia Payments due 30 June 2021  
  
**Importance:** High

Hi Tony

I hope you are keeping safe and well.

I have been advised that we didn't receive the Veolia related payments due yesterday of \$2,139,000? Can you please urgently advise by providing the payment confirmation and/or arrange payment as soon as possible.

Kind regards,  
Mike

Sent with BlackBerry Work  
([www.blackberry.com](http://www.blackberry.com))

**Shanahan, Lucy J.**

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**Sent:** Thursday, 1 July 2021 8:12 AM  
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**Cc:** leaseadmin@gb.smbcgroup.com; andrew\_dick@au.smbc.co.jp;  
tbouchahine@forumgroup.com.au; BPapas@forumgroup.com.au;  
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**Subject:** RE: Veolia Payments due 30 June 2021

Hi Kathleen

Further to the below, I got an out of office response from Tony.

I would really appreciate you responding as soon as possible to my email below.

Kind regards,  
Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

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Hi Brandon

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FYI

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## Shanahan, Lucy J.

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**Cc:** acolbert@forumfinance.com.au  
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Hi Fiona, Craig

Sorry to chase, but payment been made?

Kind regards,  
Mike

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\* \* \* \* \*

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**Shanahan, Lucy J.**

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**From:** michael\_timpany@au.smbc.co.jp  
**Sent:** Friday, 2 July 2021 9:13 AM  
**To:** accounts@fgfs.net.au; crollinson@forumgroup.com.au; acolbert@forumfinance.com.au  
**Cc:** leaseadmin@gb.smbcgroup.com; omer\_ahmed@gb.smbcgroup.com; andrew\_dick@au.smbc.co.jp  
**Subject:** RE: Veolia Payments due 30 June 2021\*\*\*\*\*  
**Attachments:** AUINV730-000070.pdf; FE Aust - SMBC - AURPY730-000102.pdf; FE Aust - SMBC - AUINV730-000067.pdf

Hi Fiona

Apologies for the oversight on the missing invoice of AUD163,800.

Please see attached the three invoices to support the total payment due of AUD2,139,000.

Please urgently advise when payment will be made, and also provide the payment confirmation.

Kind regards,  
Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** Michael Timpany/SYD/SMBC  
**Sent:** Thursday, July 1, 2021 4:47 PM  
**To:** 'accounts@fgfs.net.au' <accounts@fgfs.net.au>; 'crollinson@forumgroup.com.au' <crollinson@forumgroup.com.au>; 'acolbert@forumfinance.com.au' <acolbert@forumfinance.com.au>  
**Cc:** GBLOLeaseAdmin <leaseadmin@gb.smbcgroup.com>; Omer Ahmed/LF/GB/SMBC <omer\_ahmed@gb.smbcgroup.com>; Andrew Dick/SYD/SMBC <andrew\_dick@au.smbc.co.jp>  
**Subject:** FW: Veolia Payments due 30 June 2021\*\*\*\*\*

Hi Fiona

Thanks for the update - can you please urgently arrange payment of the AUD1,975,200 per the invoices you have on hand? The difference of AUD163,800 relates to the monthly repayment due on the last drawdown we completed for Forum on 26 May 2021. It appears that that this monthly payment has not been included in either of the attached invoices, and apologies I haven't been copied on another invoice raised by our operations team for this additional AUD163,800 due.

Omer – can you please urgently also provide a copy of the invoice for the additional AUD163,800 repayment due on 30 June?

Kind regards,  
Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000

**From:** FGFS Accounts <[accounts@fgfs.net.au](mailto:accounts@fgfs.net.au)>  
**Sent:** Thursday, July 1, 2021 4:30 PM  
**To:** Michael Timpany/SYD/SMBC <[michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)>  
**Cc:** Craig Rollinson <[crollinson@forumgroup.com.au](mailto:crollinson@forumgroup.com.au)>; Alex Colbert <[acolbert@forumfinance.com.au](mailto:acolbert@forumfinance.com.au)>  
**Subject:** RE: Veolia Payments due 30 June 2021

Hi Michael,

We only have two outstanding invoices which I attached. The total should be \$1,975,200.00. Did I miss any invoices?

Kind Regards,

**Fiona Yang**

Assistant Accountant | Forum Group Financial Services Pty Ltd

e: [fyang@fgfs.net.au](mailto:fyang@fgfs.net.au)

Level 5, 141 Walker Street, North Sydney NSW 2060

---

**From:** [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp) <[michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)>  
**Sent:** Thursday, 1 July 2021 4:26 PM  
**To:** FGFS Accounts <[accounts@fgfs.net.au](mailto:accounts@fgfs.net.au)>  
**Cc:** Craig Rollinson <[crollinson@forumgroup.com.au](mailto:crollinson@forumgroup.com.au)>; Alex Colbert <[acolbert@forumfinance.com.au](mailto:acolbert@forumfinance.com.au)>  
**Subject:** RE: Veolia Payments due 30 June 2021

Thanks Fiona

Do you agree with the payment amount due yesterday of AUD2,139,000? Are you just waiting for Craig's approval to release funds?

Kind regards,

Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch

Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000

Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** FGFS Accounts <[accounts@fgfs.net.au](mailto:accounts@fgfs.net.au)>  
**Sent:** Thursday, July 1, 2021 4:21 PM  
**To:** Michael Timpany/SYD/SMBC <[michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)>  
**Cc:** Craig Rollinson <[crollinson@forumgroup.com.au](mailto:crollinson@forumgroup.com.au)>; Alex Colbert <[acolbert@forumfinance.com.au](mailto:acolbert@forumfinance.com.au)>  
**Subject:** RE: Veolia Payments due 30 June 2021

Hi Michael,

Sorry I just saw your email as today is 1<sup>st</sup> of the month also new Financial Year, we are a bit busy today.

I have emailed Craig about the payment request, and he must be busy with something at the moment, I am still waiting for his confirmation.

I feel so sorry for the payment delay.

Kind Regards,

**Fiona Yang**

Assistant Accountant | Forum Group Financial Services Pty Ltd

e: [fyang@fgfs.net.au](mailto:fyang@fgfs.net.au)

Level 5, 141 Walker Street, North Sydney NSW 2060

---

**From:** [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp) <[michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)>

**Sent:** Thursday, 1 July 2021 3:02 PM

**To:** FGFS Accounts <[accounts@fgfs.net.au](mailto:accounts@fgfs.net.au)>; Craig Rollinson <[crollinson@forumgroup.com.au](mailto:crollinson@forumgroup.com.au)>

**Cc:** Alex Colbert <[acolbert@forumfinance.com.au](mailto:acolbert@forumfinance.com.au)>

**Subject:** RE: Veolia Payments due 30 June 2021

Hi Fiona, Craig

Sorry to chase, but has payment been made?

Kind regards,

Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch

Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000

Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** Michael Timpany/SYD/SMBC

**Sent:** Thursday, July 1, 2021 12:47 PM

**To:** 'FGFS Accounts' <[accounts@fgfs.net.au](mailto:accounts@fgfs.net.au)>

**Cc:** Craig Rollinson <[crollinson@forumgroup.com.au](mailto:crollinson@forumgroup.com.au)>

**Subject:** RE: Veolia Payments due 30 June 2021

Thanks Fiona

Kind regards,

Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch

Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000

Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** FGFS Accounts <[accounts@fgfs.net.au](mailto:accounts@fgfs.net.au)>

**Sent:** Thursday, July 1, 2021 12:46 PM

**To:** Michael Timpany/SYD/SMBC <[michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)>

**Cc:** Craig Rollinson <[crollinson@forumgroup.com.au](mailto:crollinson@forumgroup.com.au)>

**Subject:** RE: Veolia Payments due 30 June 2021

Hi Michael,

I am really sorry for the payment delay, I will get back to you ASAP once I get any payment confirmation.

Kind Regards,

**Fiona Yang**

Assistant Accountant | Forum Group Financial Services Pty Ltd

e: [fyang@fgfs.net.au](mailto:fyang@fgfs.net.au)

Level 5, 141 Walker Street, North Sydney NSW 2060

---

**From:** [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp) <[michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)>

**Sent:** Thursday, 1 July 2021 12:43 PM

**To:** FGFS Accounts <[accounts@fgfs.net.au](mailto:accounts@fgfs.net.au)>

**Cc:** Craig Rollinson <[crollinson@forumgroup.com.au](mailto:crollinson@forumgroup.com.au)>

**Subject:** RE: Veolia Payments due 30 June 2021

Hi Fiona

Thanks for the update. I would really appreciate your urgent attention to this late payment.

Many thanks for your help.

Kind regards,

Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch

Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000

Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** FGFS Accounts <[accounts@fgfs.net.au](mailto:accounts@fgfs.net.au)>

**Sent:** Thursday, July 1, 2021 12:40 PM

**To:** Michael Timpany/SYD/SMBC <[michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)>

**Cc:** Craig Rollinson <[crollinson@forumgroup.com.au](mailto:crollinson@forumgroup.com.au)>

**Subject:** RE: Veolia Payments due 30 June 2021

Hi Michael,

Brandon is not working with us now. As Tony is on leave, Craig (cc'd) oversees all the payments. I am still waiting for Craig's confirmation to do the payments.

Kind Regards,

**Fiona Yang**

Assistant Accountant | Forum Group Financial Services Pty Ltd

e: [fyang@fgfs.net.au](mailto:fyang@fgfs.net.au)

Level 5, 141 Walker Street, North Sydney NSW 2060

---

**From:** [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp) <[michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)>

**Sent:** Thursday, 1 July 2021 11:21 AM

**To:** Brandon Chin <[bchin@fgfs.net.au](mailto:bchin@fgfs.net.au)>

**Subject:** FW: Veolia Payments due 30 June 2021

Hi Brandon

Are you able to help with the below?



Kind regards,  
Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** Michael Timpany/SYD/SMBC

**Sent:** Thursday, July 1, 2021 8:12 AM

**To:** Kathleen Wang <[kwang@forumgroup.com.au](mailto:kwang@forumgroup.com.au)>

**Cc:** GBLOLeaseAdmin <[leaseadmin@gb.smbcgroup.com](mailto:leaseadmin@gb.smbcgroup.com)>; Andrew Dick/SYD/SMBC <[andrew\\_dick@au.smbc.co.jp](mailto:andrew_dick@au.smbc.co.jp)>;  
'Tony Bouchahine' <[tbouchahine@forumgroup.com.au](mailto:tbouchahine@forumgroup.com.au)>; 'Bill Papas (Forum Group)' <[BPapas@forumgroup.com.au](mailto:BPapas@forumgroup.com.au)>;  
'Alex Colbert' <[acolbert@forumfinance.com.au](mailto:acolbert@forumfinance.com.au)>

**Subject:** RE: Veolia Payments due 30 June 2021

Hi Kathleen

Further to the below, I got an out of office response from Tony.

I would really appreciate you responding as soon as possible to my email below.

Kind regards,  
Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** Michael Timpany/SYD/SMBC

**Sent:** Thursday, July 1, 2021 7:55 AM

**To:** 'Tony Bouchahine' <[tbouchahine@forumgroup.com.au](mailto:tbouchahine@forumgroup.com.au)>; 'Bill Papas (Forum Group)' <[BPapas@forumgroup.com.au](mailto:BPapas@forumgroup.com.au)>;  
'Alex Colbert' <[acolbert@forumfinance.com.au](mailto:acolbert@forumfinance.com.au)>

**Cc:** GBLOLeaseAdmin <[leaseadmin@gb.smbcgroup.com](mailto:leaseadmin@gb.smbcgroup.com)>; Andrew Dick/SYD/SMBC <[andrew\\_dick@au.smbc.co.jp](mailto:andrew_dick@au.smbc.co.jp)>

**Subject:** Veolia Payments due 30 June 2021

**Importance:** High

Hi Tony

I hope you are keeping safe and well.

I have been advised that we didn't receive the Veolia related payments due yesterday of \$2,139,000? Can you please urgently advise by providing the payment confirmation and/or arrange payment as soon as possible.

Kind regards,  
Mike

Sent with BlackBerry Work  
([www.blackberry.com](http://www.blackberry.com))

\*\*\*\*\*

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Level 40, The Chifley Tower  
2 Chifley Square, 2000  
Australia

Forum Enviro (Australia) Pty Ltd  
Level 5  
141 Walker Street, NSW 2060  
Australia  
Customer GST Registration No. 78 607 484 364

## TAX INVOICE

**Issue Date** July 1, 2021  
**Due Date** July 1, 2021  
**Invoice No.** AUINV730-000070  
**Payment Method** Bank Transfer  
**Currency** AUD  
**Purchase Order No.** None

Reference	Description	GST Rate	Net (AUD)	GST (AUD)	Total (AUD)
7310396013-001	Lease Rental	0.00000%	163,800.00	0.00	163,800.00
			<b>163,800.00</b>	<b>0.00</b>	<b>163,800.00</b>

### Registered Office and Contact Details

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower  
2 Chifley Square, 2000  
Australia  
ABN: 88 327 596 442  
Tel +44 20 7786 1741  
e-mail [leaseadmin@gb.smbcgroup.com](mailto:leaseadmin@gb.smbcgroup.com)

### Bank Account Details

SWIFT SMBCAU2S  
Account Number 10021103  
BSB 911-001

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower  
2 Chifley Square, 2000  
Australia

Forum Enviro (Australia) Pty Ltd  
Level 5  
141 Walker Street, NSW 2060  
Australia

## REPAYMENT NOTICE

THIS IS NOT A TAX INVOICE

<b>Issue Date</b>	May 26, 2021
<b>Due Date</b>	June 30, 2021
<b>Repayment Notice No.</b>	AURPY730-000102
<b>Payment Method</b>	Bank Transfer
<b>Currency</b>	AUD
<b>Purchase Order No.</b>	None

Reference	Description	Total (AUD)
7310396005-001	Loan Principal Repayment	133,748.42
7310396005-001	Loan Interest Repayment	18,751.58
7310396005-002	Loan Principal Repayment	24,557.09
7310396005-002	Loan Interest Repayment	3,442.91
7310396006-001	Loan Principal Repayment	103,919.43
7310396006-001	Loan Interest Repayment	14,880.57
7310396006-002	Loan Principal Repayment	39,188.47
7310396006-002	Loan Interest Repayment	5,611.53
7310396007-001	Loan Principal Repayment	51,300.23
7310396007-001	Loan Interest Repayment	7,499.77
7310396008-001	Loan Principal Repayment	136,692.90
7310396008-001	Loan Interest Repayment	20,807.10
7310396008-002	Loan Principal Repayment	38,881.54
7310396008-002	Loan Interest Repayment	5,918.46
7310396009-001	Loan Principal Repayment	145,424.18

Reference	Description	Total (AUD)
7310396009-001	Loan Interest Repayment	22,575.82
7310396009-002	Loan Principal Repayment	27,699.84
7310396009-002	Loan Interest Repayment	4,300.16
7310396010-001	Loan Principal Repayment	103,602.56
7310396010-001	Loan Interest Repayment	16,397.44
7310396011-001	Loan Principal Repayment	163,275.70
7310396011-001	Loan Interest Repayment	27,224.30
7310396011-002	Loan Principal Repayment	27,426.89
7310396011-002	Loan Interest Repayment	4,573.11
7310396012-001	Loan Principal Repayment	154,723.48
7310396012-001	Loan Interest Repayment	26,776.52
7310396012-002	Loan Principal Repayment	21,823.26
7310396012-002	Loan Interest Repayment	3,776.74
		<b>1,354,800.00</b>

**Registered Office and Contact Details**

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower  
2 Chifley Square, 2000  
Australia  
Tel +44 20 7786 1741  
e-mail [leaseadmin@gb.smbcgroup.com](mailto:leaseadmin@gb.smbcgroup.com)

**Bank Account Details**

SWIFT SMBCAU2S  
Account Number 10021103  
BSB 911-001

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower  
2 Chifley Square, 2000  
Australia

Forum Enviro (Australia) Pty Ltd  
Level 5  
141 Walker Street, NSW 2060  
Australia  
Customer GST Registration No. 78 607 484 364

## TAX INVOICE

**Issue Date** May 26, 2021  
**Due Date** June 30, 2021  
**Invoice No.** AUINV730-000067  
**Payment Method** Bank Transfer  
**Currency** AUD  
**Purchase Order No.** None

Reference	Description	GST Rate	Net (AUD)	GST (AUD)	Total (AUD)
7310396001-001	Lease Rental	10.00000%	274,200.00	27,420.00	301,620.00
7310396002-001	Lease Rental	10.00000%	73,500.00	7,350.00	80,850.00
7310396003-001	Lease Rental	10.00000%	108,000.00	10,800.00	118,800.00
7310396004-001	Lease Rental	10.00000%	108,300.00	10,830.00	119,130.00
			<b>564,000.00</b>	<b>56,400.00</b>	<b>620,400.00</b>

**Registered Office and Contact Details**  
SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower  
2 Chifley Square, 2000  
Australia  
ABN: 88 327 596 442  
Tel +44 20 7786 1741  
e-mail [leaseadmin@gb.smbcgroup.com](mailto:leaseadmin@gb.smbcgroup.com)

**Bank Account Details**  
SWIFT SMBCAU2S  
Account Number 10021103  
BSB 911-001

**Shanahan, Lucy J.**

---

**From:** michael\_timpany@au.smbc.co.jp  
**Sent:** Friday, 2 July 2021 1:59 PM  
**To:** BPapas@forumgroup.com.au  
**Cc:** acolbert@forumfinance.com.au; andrew\_dick@au.smbc.co.jp;  
mark\_rutherford@gb.smbcgroup.com  
**Subject:** RE: SMBC

Dear Bill

Thank you for your email below.

In advance of Monday 5 July, we would appreciate you please providing an update on the nature of your significant issues.

Please note that we reserve our rights under the documentation we have in place with Forum Enviro. We are also seeking advice on this matter.

Kind regards,  
Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** Bill Papas (Forum Group) <BPapas@forumgroup.com.au>  
**Sent:** Friday, July 2, 2021 10:29 AM  
**To:** Michael Timpany/SYD/SMBC <michael\_timpany@au.smbc.co.jp>  
**Cc:** Alex Colbert <acolbert@forumfinance.com.au>  
**Subject:** SMBC

Dear Mike

I want to inform you that significant issues have arisen on our business that have led to Forum Finance unable to meet the timing of its obligations for this month's receivables.

We are currently working with third parties to advise as to next steps and anticipate an update provided to you by COB Monday 5<sup>th</sup> July.

We kindly ask to wait till then before any action is taken by SMBC in relation to the receivables as we are seeking to find commercial terms suitable for all parties.  
Our team will be in touch prior to that timeframe with any updates.

Kind regards  
Bill

Bill Papas. **Chief Executive Officer**  
t. +61 2 9002 4017 e. [bpapas@forumgroup.com.au](mailto:bpapas@forumgroup.com.au)





**Shanahan, Lucy J.**

---

**From:** michael\_timpany@au.smbc.co.jp  
**Sent:** Wednesday, 7 July 2021 3:29 PM  
**To:** preet.brar@veolia.com; jane.sandilands@veolia.com; arthur.legrand1@veolia.com  
**Cc:** andrew\_dick@au.smbc.co.jp; john\_gilroy@au.smbc.co.jp; raymond\_ng@au.smbc.co.jp; mark\_rutherford@gb.smbcgroup.com  
**Subject:** Forum-Veolia agreements (email 1 of 4)\*\*\*\*\*  
**Attachments:** 47781148(1)\_Forum Enviro - MTLA (Waste Management) (23.07.20) [EXECUTED].pdf; Forum Enviro - Veolia TLA Authorised Signatories (6 November 2020) [EXECUTED] (49358299.1).pdf; 47781123(1)\_Forum Enviro - MTLA (Health Management) (23.07.20) [EXECUTED].pdf

Hi Preet, Jane and Arthur

Thank you for your call with our team on Monday 5 July 2021.

We would appreciate your urgent confirmation on the validity of the following contracts and email communications between Veolia Environmental Services (Australia) Pty Ltd and Forum Enviro (Aust) Pty Ltd set out in the table and **attached**. Due to size, please note that the attachments will be provided in four separate emails.

Please note that SMBC Leasing and Finance, Inc. Sydney Branch is considering its position in relation to this matter. Accordingly, SMBC Leasing and Finance, Inc. Sydney Branch reserves all of its rights in relation to the relevant transactions.

Agreement Date	Status	Agreement Name	Agreement Reference No:	Email No:
<b>Master Agreements between Forum and Veolia</b>				
23-Jul-20	Master Agreement	Master Technology Licence Agreement Waste Management	FEA-VEO 00101W	1
23-Jul-20	Master Agreement	Master Technology Licence Agreement Health Management	FEA-VEO 0010H	1
6-Nov-20	Master Agreement	Authorised Officer Certificate (Veolia) - signed by Preet Brar and Marc Churchin		1
<b>Waste Management TLA's between Forum and Veolia</b>				
23-Jul-20	1st draw	TLA Schedule - Waste Management	FEA-VEO 00101W-01	2
18-Aug-20	2nd draw	TLA Schedule - Waste Management	FEA-VEO 00101W-02	2
23-Sep-20	3rd draw	TLA Schedule - Waste Management	FEA-VEO 00101W-03	2
6-Nov-20	4th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-04	2
17-Dec-20	5th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-05	2
25-Jan-21	6th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-06	2
1-Mar-21	7th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-07	2
13-Apr-21	8th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-08	2
18-May-21	9th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-09	2
<b>Health Management TLA's between Forum and Veolia</b>				
23-Jul-20	1st draw	TLA Schedule - Health Management	FEA-VEO 0010H-01	3
18-Aug-20	2nd draw	TLA Schedule - Health Management	FEA-VEO 0010H-02	3
N/A	3rd draw	N/A		
6-Nov-20	4th draw	TLA Schedule - Health Management	FEA-VEO 0010H-04	3
17-Dec-20	5th draw	TLA Schedule - Health Management	FEA-VEO 0010H-05	3
N/A	6th draw	N/A		
1-Mar-21	7th draw	TLA Schedule - Health Management	FEA-VEO 0010H-06	3
13-Apr-21	8th draw	TLA Schedule - Health Management	FEA-VEO 0010H-08	3
	9th draw	N/A		
<b>Notices of Assigment issued to Veolia by Forum, including Veolia confirmation of receipt</b>				
30-Jul-20	1st draw	Email correspondence between Bill Papas (Forum) and Laurie Kozlovic (Veolia), and attached 2 x NOAs		4
27-Aug-21	2nd draw	Email correspondence between Bill Papas (Forum) and Laurie Kozlovic (Veolia), and attached 2 x NOAs		4
30-Sep-20	3rd draw	Email correspondence between Bill Papas (forum) and Preet Brar (Veolia)and attached 1 x NOA		4
17-Nov-20	4th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
24-Dec-20	5th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
5-Feb-21	6th draw	Email correspondence between Bill Papas (forum) and Preet Brar (Veolia)and attached 1 x NOA		4
11-Mar-21	7th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
22-Apr-21	8th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
26-May-21	9th draw	Email correspondence between Bill Papas (forum) and Preet Brar (Veolia)and attached 1 x NOA		4

Kind regards,  
Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch

Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000

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# Master Technology Licence Agreement

Waste Management







# Master Technology Licence Agreement Waste Management

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 Master Technology Licence Agreement with the Customer named below under which the Customer may from time to time request that Forum Enviro rents Equipment and provides the Services to the Customer on the terms and conditions of this Master Technology Licence Agreement and the applicable TLA Schedule

Master Technology Licence Agreement No. FEA-VEO00101W

## Customer Details

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

## Authorised Signatories for Customer

### Authorised Signatory 1

Signature of Authorised Signatory 1

Laurie Kozlovic

Print name of Authorised Signatory 1

### Authorised Signatory 2 (leave blank if not applicable)

Signature of Authorised Signatory 2

Print name of Authorised Signatory 2

## Customer's Acceptance

By signing this Master Technology Licence Agreement, the Customer acknowledges and agrees that it has had the opportunity and has read, understood and agreed to all of the terms in this Master Technology Licence Agreement inclusive of all clauses numbered 1 to 26 and further agrees that this Master Technology Licence Agreement together with any TLA Schedules accepted by us constitute the entire agreement between us, that no other representations have been relied upon by the Customer in entering into this Master Technology Licence Agreement and that all information provided by the Customer in this Master Technology Licence Agreement or in connection with it, is true and correct.

### EXECUTED as an agreement

#### EXECUTED in accordance with section 127 of the Corporations Act 2001 (Cth)

Company Name Veolia Environmental Services (Australia) Pty Ltd ABN 20 051 316 584  
First Director Name Daniel Conlon Signature [Signature]  
Date 21.07.20  
Second Director Name Gurpreet Brar Signature [Signature]  
Date 21.07.20

## Forum Enviro's Acceptance

Signed on behalf of Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364)

Forum Enviro's Authorised Officer BILL PARAS

Signature [Signature] Date 23/7/20





1. **OFFERS**
  - 1.1 You may submit a TLA Schedule to us if you wish to rent Equipment.
  - 1.2 The submission of a TLA Schedule by you to us constitutes an irrevocable offer from you to rent the Equipment described in that TLA Schedule from us on the terms and conditions of clauses numbered 4 to 26 (inclusive) of this Master Technology Licence Agreement and that TLA Schedule ("Offer").
2. **ACCEPTANCE OF OFFERS**
  - 2.1 We may accept or reject an Offer in our absolute discretion.
  - 2.2 We may impose conditions prior to the acceptance of an Offer, including but not limited to, requiring any third party guarantee to be given by someone nominated by you and acceptable to us.
  - 2.3 We may only accept an Offer, and become bound to the Offer, by signing the applicable TLA Schedule. That is the only way in which we may (or may be deemed to have) accepted an Offer.
  - 2.4 A TLA is constituted by us signing a TLA Schedule. Each TLA represents a separate agreement between us and you in respect to the Equipment described in the applicable TLA Schedule and incorporates clauses numbered 4 to 26 (inclusive) of this Master Technology Licence Agreement.
3. **AUTHORISED SIGNATORIES**
  - 3.1 You authorise any of the Authorised Signatories to do the following on your behalf:
    - (a) sign any TLA Schedule and enter into any TLA;
    - (b) agree to any special conditions which we require in a TLA Schedule;
    - (c) make declarations or sign acknowledgements or other documents that we require in relation to any TLA; and
    - (d) anything else in relation to this Master Technology Licence Agreement or any TLA.
4. **TERM AND COMMENCEMENT**
  - 4.1 The Term begins on the first day of the calendar month immediately following the Commencement Date and continues until expiry of the Term in accordance with the provisions of this clause 4, unless the TLA is terminated earlier under clause 4.2.
  - 4.2 If you wish the TLA to terminate on the expiration of the Term you must provide at least 3 months (and no more than 6 months) prior written notice before the end of the Term, otherwise the TLA will be automatically extended for an additional 6 calendar months ("Extension Term").
  - 4.3 If the TLA is extended under clause 4.2 you may terminate the TLA from the expiration of the Extension Term by giving us at least 1 month's prior written notice. If you do not give us this notice, the TLA will be extended for a further Extension Term and this provision will continue to apply to each successive Extension Term.
  - 4.4 We may terminate the TLA at any time from the expiration of the original Term by giving you at least 1 month's prior written notice.
  - 4.5 Any notice of termination given by you 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.
5. **DELIVERY OF EQUIPMENT AND RISK**
  - 5.1 Following acceptance of the Offer under clause 2.3, we will deliver and install the Equipment.
  - 5.2 You agree that you have satisfied yourself as to the identity, condition, merchantable quality and fitness for your purpose of the Equipment.
  - 5.3 You agree that, subject to clause 10, 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.
  - 5.4 You agree that risk in the Equipment passes to you on delivery.
6. **OUR OWNERSHIP RIGHTS**
  - 6.1 The Equipment is our property at all times. 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.
  - 6.2 You agree that we may have entered into the TLA in any capacity we chose including as the agent of an undisclosed principal and that we may charge or deal with our interests in the TLA or the Equipment in any way without notice to you subject to your rights under the TLA.
7. **PAYMENT OF USAGE CHARGES AND OTHER AMOUNTS**
  - 7.1 We will invoice the Usage Charges for each Billing Period in advance, with the first invoice issued on the Commencement Date and thereafter on the first day of each Billing Period.
  - 7.2 You must pay us the Usage Charges for each Billing Period within 30 days of the commencement of that Billing Period.
  - 7.3 Your obligation to pay the Usage Charges and to pay any other money due under the TLA 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. If we owe you any money (including under clause 10.11), you may bring a claim for this amount against us but may not exercise any set-off, counterclaim or deduction.
  - 7.4 Your payment obligations are absolute and are not subject to reduction or set off for any reason.
  - 7.5 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.
  - 7.6 A payment you make to us is not considered to have been made until we have received it in cleared funds.
  - 7.7 You must pay interest to us on any money payable under the TLA but unpaid when due, including on any damages payable in connection with it, at the Default Rate.
  - 7.8 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 the TLA.
  - 7.9 In this subclause "GST", "Input Tax Credit", "Input Taxed" and "Taxable Supply" have the same meanings as under a *New Tax System (Goods and Services) Act 1999* (Cth). Unless an amount in the TLA 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 the TLA, then in addition to any other amounts payable or consideration provided by you, you must at the same time pay to us an amount equal to the amount of GST we have to pay, however we must reduce this amount by the amount of any Input Tax Credit that we are entitled to claim in respect of the payment, cost, expense, or liability.
  - 7.10 You agree that the Usage Charges may be reviewed annually and we may increase the Usage Charges to offset any increase in the cost to us of performing our obligations under the TLA. 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 30 days prior notice of the increase.
- 7.11 You must pay us all costs and expenses including legal costs which we incur in exercising any of our rights under the TLA including any amount we pay to release a lien claimed by anyone over Equipment, or to remedy any breach of your obligations under the TLA.
- 7.12 If you fail to pay any amount owing under the TLA on time we may stop providing the Repair and Maintenance Service and or the Consumables until all outstanding amounts have been paid in full.
8. **YOUR WARRANTIES AND ACKNOWLEDGEMENTS**
  - 8.1 You acknowledge and agree that clauses 7, 8.2, 9, 10.1, 10.3, 10.5, 10.9, 10.15 to 10.21 inclusive and 11.4 are fundamental terms of the TLA.
  - 8.2 You warrant to us that: (a) all information which you have given us is correct and not misleading; (b) in entering into the TLA 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 the TLA, 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 Master Technology Licence Agreement and the TLA Schedule 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 section of this Master Technology Licence Agreement, you have not entered into the TLA as the trustee of any trust; and (g) You are not insolvent and will not become insolvent during the Term.
  - 8.3 You acknowledge that this Master Technology Licence Agreement and the TLA Schedule sets out the whole of the agreement between us in respect of the Equipment and that 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 be obtain from the Equipment or any related services which are not expressly provided for in the TLA.
  - 8.4 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 the TLA including any commission payable to any broker, agent, dealer or other person who introduces you to us or us to you.
  - 8.5 You acknowledge that the moneys payable under the TLA may include a payout component from previous agreements.
9. **INSURANCE**
  - 9.1 You must at all times from the Commencement Date until the Equipment is 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.
  - 9.2 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.
  - 9.3 You must not: (a) fail to do or 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.
  - 9.4 You must notify us of all circumstances which may entitle a claim to be made under any Insurance.
  - 9.5 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.
  - 9.6 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 14, 15, or 16; (c) third, in refunding any amount you have paid to us under clauses 14, 15, or 16; and (d) finally, the balance if any is for us to keep.
10. **USE, MAINTENANCE AND REPAIR**
  - 10.1 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.
  - 10.2 The Usage Charges include the provision of the Repair and Maintenance Service and the Consumables for the Equipment by us.
  - 10.3 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 10.
  - 10.4 We will provide sufficient Consumables required for the continued operation of the Equipment.
  - 10.5 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.
  - 10.6 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 10.14.
  - 10.7 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.
  - 10.8 If we ascertain that the Equipment requires any repair or maintenance during a check service under clause 10.7 we will carry out such repair or maintenance at no cost subject to this clause 10.
  - 10.9 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.
  - 10.10 Provided you are not in breach of this clause 10 or the TLA, 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 10.9.
  - 10.11 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 10.9 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.
- 10.12 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 10.11 and you release us from any further claim or obligations.
- 10.13 The Repair and Maintenance Service does not include service outside of the hours in clause 10.6 or service or maintenance excluded under clause 10.14. 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.
- 10.14 The Repair and Maintenance Service does not include maintenance or repair that:
- you request to be carried out any time other than during the hours of 8:30 am to 4:30 pm on a Business Day;
  - 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;
  - 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 10.
- 10.15 You must only allow suitably qualified, trained and experienced personnel to operate the Equipment.
- 10.16 The Equipment must remain in your personal control 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.
- 10.17 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.
- 10.18 You must not make any alterations or additions to the Equipment.
- 10.19 You must not remove the Equipment from the location set out in the TLA 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.
- 10.20 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.
- 10.21 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 10.21 on receipt of reasonable notice.
- 11. YOUR FURTHER OBLIGATIONS**
- 11.1 You must notify us immediately of any change in your address.
- 11.2 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.
- 11.3 You must notify us immediately following any loss or damage to the Equipment.
- 11.4 You must not assign the TLA, 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.
- 11.5 You must provide us with copies of your financial statements and other information reasonably requested by us during the Term.
- 11.6 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; (b) against any claims, costs, losses or damage we suffer or incur in connection with your breach of the TLA or the TLA being terminated before the end of the Term.
- 11.7 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.
- 11.8 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.
- 11.9 You must, if requested by us, provide written confirmation to us from any person to whom you have granted any security interests (including over any of your assets or undertakings) that such person acknowledges that: (a) the Equipment belongs to us; (b) that we may remove the Equipment in accordance with the terms of the TLA; and (c) the Equipment is not subject to any security interest held by such person.
- 12. IMPLIED WARRANTIES AND LIMITATION OF LIABILITY**
- 12.1 To the full extent permitted by law all express and implied terms, conditions and warranties (other than any set out in the TLA) 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.
- 12.2 Except as provided in clause 12.1, we will not be liable to you or any person claiming under you in contract, tort or otherwise for or in respect of any, indirect, or consequential loss, suffered by you or any other person arising in connection with the TLA, 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 Master Technology Licence Agreement in connection with it, the Equipment, or the Services.
- 13. DEFAULT EVENTS**
- 13.1 A Default Event occurs if: (a) You fail to pay any one or more Usage Charges in whole or in part and also fail to comply with any subsequent 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 9 (Insurance); (d) You purport to assign or in any way

deal with the Equipment or any of your rights under the TLA; (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 the TLA 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) You are a trustee and there is a change in trustee or the trust ends; (k) 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; (l) an event described in (g) to (k) occurs in relation to any guarantor of your obligations under the TLA or the guarantor if an individual, becomes or becomes liable to be declared a bankrupt; (m) any warranty given by you in connection with any Agreement is false; (n) due to a change in any Controlling Person we have determined (acting reasonably) that there has been a change in the credit risk associated with the TLA from that assessed before the TLA was entered into and no agreement is made with you as to a change to the terms of the TLA satisfactory to us; or (o) a "Default Event" occurs under any other TLA between you and us.

#### 14. OUR RIGHTS UPON A DEFAULT EVENT

14.1 If a Default Event occurs, you will be deemed to have repudiated the TLA.

14.2 If a Default Event occurs, we will be entitled to terminate the TLA by written notice to you or, if we consider that the Equipment or our rights upon termination may be adversely affected if we do not immediately take possession of the Equipment, we may terminate the TLA by taking or attempting to take possession of the Equipment without giving you written notice in advance of termination.

14.3 Upon termination under clause 14.2, 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 the TLA, the Recoverable Amount together with any other amounts payable under the TLA.

14.4 If we terminate the TLA following a Default Event described in clause 13.1 (e), the amount payable under clause 14.3 will be the Recoverable Amount plus, as compensation for the loss, destruction and/or damage 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.

#### 15. OBLIGATIONS AT THE END OF HIRING

15.1 At the end of the TLA (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.

15.2 If the Equipment is not returned to us at the end of the TLA (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.

15.3 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, after giving written notice to your last notified address, 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 14.4.

#### 16. VALUE OF EQUIPMENT ON TERMINATION

16.1 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.

16.2 Upon early termination under clause 14.2, 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.

#### 17. COMMISSIONS

17.1 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.

#### 18. APPROPRIATION OF PAYMENTS

18.1 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 any TLA or otherwise, and we may disregard any directions you give us as to how that money is to be applied.

#### 19. AGENCY AND TRUST

19.1 We may enter into the TLA 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 the TLA.

19.2 If you enter into the TLA as the trustee of any trust you acknowledge, agree and represent that the TLA binds you both personally and also in your capacity as trustee, that you have power and authority under the trust to enter into the TLA, that you have the right to be fully indemnified out of the trust property (ahead of the beneficiaries) for all liabilities you incur under the TLA and you will notify us immediately upon becoming aware that you are to be or have been replaced as the trustee.

#### 20. CERTIFICATES AND NOTICES

20.1 Any notice required to be served under the TLA 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.

20.2 Any notice sent by pre-paid post will be taken to have been received three (3) days after the date of posting and any facsimile will be taken to have been received when the transmitting machine records that a successful transmission has been made.

20.3 You must advise us in writing as soon as practicable if you change your address, phone number or facsimile number.

#### 21. POWERS YOU GIVE US

21.1 You give us and our employees authority to do, without notice to you, anything considered by us to be reasonably necessary to give effect to the TLA including the completion or correction of any details in a TLA Schedule, or the doing of anything you should have done under the TLA and anything we consider to be reasonably necessary to protect our rights under the TLA.

21.2 Our rights under clause 21.1 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.
- 21.3 You indemnify us against any loss, damage, costs or claims suffered or incurred by us arising out of actions authorised under this clause 21.
22. **PERSONAL PROPERTY AND SECURITIES ACT 2009 (CTH) ("PPSA")**
- 22.1 Unless the context requires otherwise, the terms used in this clause have the meanings given to them in the PPSA.
- 22.2 We may take all such steps as we consider appropriate to register, protect and perfect our position in respect of the Equipment and the TLA under the PPS Law including the registration of one or more financing statements.
- 22.3 You acknowledge that we may register one or more financing statements in relation to our Security Interests under the TLA.
- 22.4 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.
- 22.5 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 PPS Law; and
  - (c) ensure that the TLA and any Security Interest is enforceable by us against you or any third party.
- 22.6 You agree that we are not required to give you any notices or provide copies of any documents required to be given under the PPSA and you consent and agree to waive any rights: (a) to receive such notices or documents (including but not limited to, sections 95, 118, 121 (4), 125, 127, 129, 130, 132, 134(2), 135, 136(3), (4) and (5), 138 (b) (4), 142 and 143 of the PPSA); (b) to receive a statement of account under section 132(4) of the PPSA; or (c) to receive details of the amounts paid to other secured parties in a statement of account under section 132(1) of the PPSA and have no rights by reference to or under sections 125, 142, and 143 of the PPSA, unless the right or requirement to provide a notice or document cannot be excluded by law.
- 22.7 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 the TLA 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.
23. **GENERAL PROVISIONS**
- 23.1 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 the TLA.
- 23.2 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.
- 23.3 Every provision of the TLA 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.
24. **APPLICABLE LAW**
- 24.1 This Master Technology Licence Agreement and the TLA 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.
25. **PRIVACY AND CREDIT REPORTING**
- 25.1 Our privacy policy and credit reporting policy (together, "Information Disclosure Policies") are available on our website at [www.forumgroup.com.au](http://www.forumgroup.com.au), or we can provide written copies to you on request. The Information Disclosure Policies detail how we may collect and use Personal Information.
- 25.2 If you provide Personal Information to us in relation to any third party who is an individual ("Affected Individual") (e.g. as applicable, any director, employee or other staff member, employer, accountant or guarantor) when dealing with us, you acknowledge and agree to:
- (a) make any Affected Individual aware that (i) their Personal Information has been collected, and may be used and disclosed, by us for the purposes of your dealings with us (including, as relevant, to assess your applications for credit and to provide you with our products and services); (ii) you may not be able to obtain relevant products or services from us if you or the Affected Individual's Personal Information is not provided to us; (iii) their Personal Information will be held, used and disclosed consistently with our Information Disclosure Policies; and (iv) they have various rights relating to their Personal Information held by us (such as to request access to it) which they can exercise by contacting us using the details in our Information Disclosure Policies;
  - (b) refer the Affected Individual to our Information Disclosure Policies available on our website at [www.forumgroup.com.au](http://www.forumgroup.com.au) or provide each Affected Individual with a copy of the Information Disclosure Policies; and
  - (c) take reasonable steps to comply with any reasonable request from us to provide each Affected Individual with a copy of any other privacy related notification that we may provide you from time to time.
26. **MEANING OF WORDS AND INTERPRETATION**
- 26.1 Words used in these terms have the meaning given below:
- Acceptance Date** means the date on which the TLA Schedule is signed by us.
- Authorised Signatory** means:
- (a) the individuals specified as Authorised Signatories in the Customer Details section of this Master Technology Licence Agreement; and
  - (b) any other individual(s) as you advise us in writing from time to time are Authorised Signatories (together with evidence of the due appointment of those individuals as Authorised Signatories).
- Billing Period** means the Billing Period set out in the TLA 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 TLA 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 13.

**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 the "Equipment" described in the TLA 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 the TLA or any replacement Equipment provided during the currency of the TLA.

**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 9.

**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.

**Master Technology Licence Agreement** means this document.

**Offer** has the meaning given in clause 1.2.

**Personal Information** has the same meaning as in the *Privacy Act 1988* (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 pretax return after that discounting that we would have received from the TLA 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 the TLA; 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 10.

**Services** means the services to be provided by us in accordance with the TLA.

**Term** means the "Term" in months specified in the TLA Schedule and begins in accordance with clause 4.1.

**TLA** means an agreement between us and you formed in accordance with clause 2 for the rent of the Equipment described in the applicable TLA Schedule.

**TLA Schedule** means a document delivered by you to us substantially in the form of the Annexure. A reference to a TLA Schedule in relation to any Equipment or a TLA is a reference to the TLA Schedule describing that Equipment and forming part of that TLA.

**Usage Charge** means the "Usage Charge" specified in the TLA Schedule.

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

**You and Your or you and your** means the person named as the Customer in the Customer Details section of this Master Technology Licence Agreement and each and every one of them jointly and severally.

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

In the interpretation of this Master Technology Licence Agreement and the TLA:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) a person includes an individual, body corporate, partnership or governmental corporation, authority or any other type of legal entity;
- (d) a reference to a party includes that party's successors, personal legal representatives and permitted assigns;
- (e) any warranty, obligation or right which binds or benefits two (2) or more persons under the TLA binds or benefits those persons jointly and severally and a reference to that person is reference each of them separately and every 2 or more of them jointly;
- (f) the word "including" is not limiting;
- (g) a reference to a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (h) all monetary amounts are in Australian dollars, unless otherwise stated;
- (i) headings are for convenience only and do not affect the interpretation, or form part of, the TLA;
- (j) a clause, party, schedule or annexure is a reference to a clause, party, schedule or annexure of this Master Technology Licence Agreement; and
- (k) if there is any inconsistency between this Master Technology Licence Agreement and the TLA Schedule, the TLA Schedule will prevail to the extent of the inconsistency.



1300 048 447

info@iugis.com

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Level 4

141 Walker Street

North Sydney, NSW 2060

4 of 4

IMITLAWM.Version1 / Jul.2020



# Master Technology Licence Agreement

## Waste Management

### Annexure – Form of TLA Schedule

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

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

#### Tax Invoice

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

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

#### Customer Details

Customer Name \_\_\_\_\_  
Trading Name \_\_\_\_\_ ABN \_\_\_\_\_  
Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

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

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

#### Commencement, Term and Payments

Commencement Date _____	Usage Charge (ex GST) \$ _____ . 00
Term _____	+ GST \$ _____ . 00
Billing Period <input type="checkbox"/> Monthly	Total \$ _____ . 00

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

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

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

#### EXECUTED as an agreement

##### Customer's Signature

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

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

Witness Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

##### Acceptance

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

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

Authorised Officer \_\_\_\_\_

Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_



**To:** Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364)  
 ("Forum Enviro")  
 Level 5  
 141 Walker Street  
 North Sydney NSW 2060

Attention: Bill Papas



**Date:** 6<sup>th</sup> November 2020

Dear Sir,


**Master Technology Licence Agreements between Forum Enviro and Veolia Environmental Services (Australia) Pty Ltd (ABN 20 051 316 584) ("Company") – Notice of Company's Authorised Signatories**

We refer to the Master Technology Licence Agreement (Health Management) between Forum Enviro and the Company executed by the Company on 21 July 2020 and accepted by Forum Enviro on 23 July 2020 ("**Health Management TLA**") and the Master Technology Licence Agreement (Waste Management) executed by the Company on 21 July 2020 and accepted by Forum Enviro on 23 July 2020 ("**Waste Management TLA**") (together with the Health Management TLA, the "**Agreements**").


For the purposes of clause 3 ("Authorised Signatories") and sub-paragraph (b) of the definition of "Authorised Signatory" under clause 26 ("Meaning of words and interpretation") of the Standard Terms and Conditions appended to each Agreement, we confirm that on and from the date of this letter, the Authorised Signatories of the Company are the individuals shown in the table below, with each Authorised Signatory's specimen signature shown alongside:

#	Authorised Signatory Name	Specimen Signature
1	Gurpreet Brar	
2	Marc Churchin	

EXECUTED by VEOLIA  
 ENVIRONMENTAL SERVICES  
 (AUSTRALIA) PTY LTD in accordance  
 with section 127(1) of the *Corporations*  
*Act 2001* (Cth) by authority of its  
 directors:

  
 .....  
 Signature of director

GURPREET BRAR  
 .....  
 Name of director (block letters)

  
 .....  
 Signature of ~~director~~/company  
 secretary\*  
 \*delete whichever is not applicable

JULIAN CAILLARD  
 .....  
 Name of ~~director~~/company secretary\*  
 (block letters)  
 \*delete whichever is not applicable



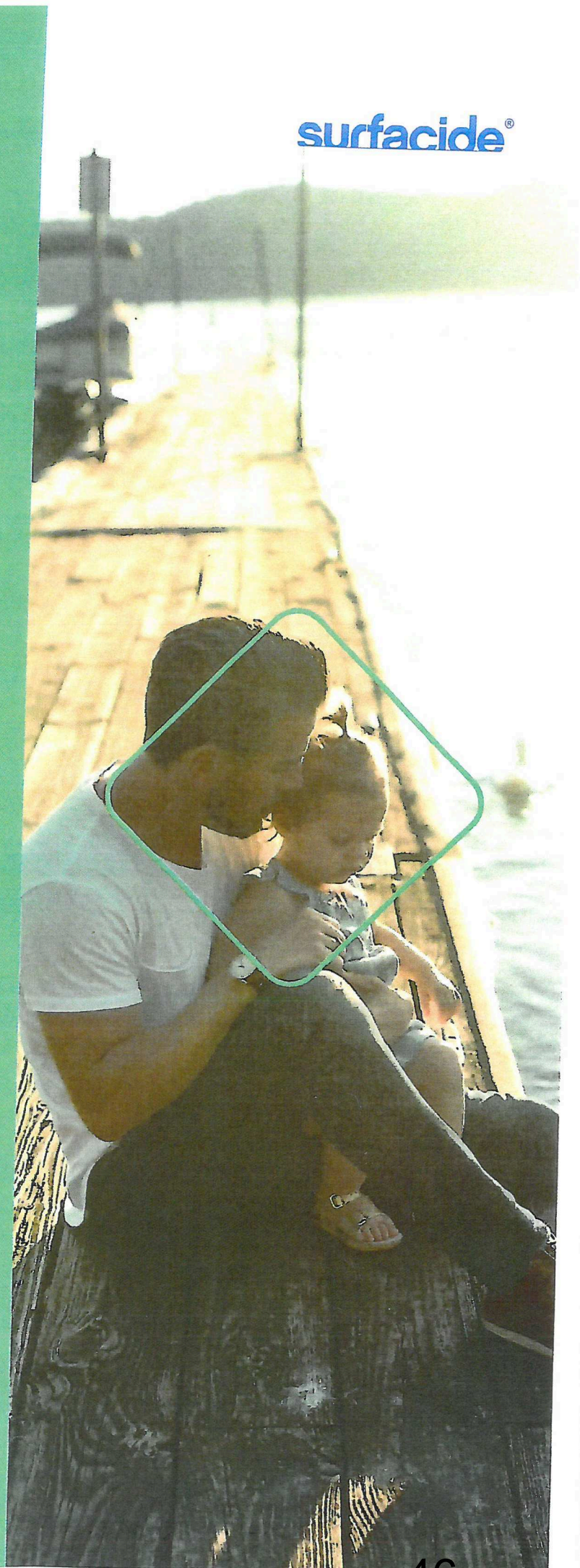


ugis

surfacide®

# Master Technology Licence Agreement

Health  
UV-C Disinfection







# Master Technology Licence Agreement Health Management

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 Master Technology Licence Agreement with the Customer named below under which the Customer may from time to time request that Forum Enviro rents Equipment and provides the Services to the Customer on the terms and conditions of this Master Technology Licence Agreement and the applicable TLA Schedule.


Master Technology Licence Agreement No. FEA-VEO 001 00H

## Customer Details

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

## Authorised Signatories for Customer

### Authorised Signatory 1

  
\_\_\_\_\_  
Signature of Authorised Signatory 1  
Laurie Kozlovic  
\_\_\_\_\_  
Print name of Authorised Signatory 1

### Authorised Signatory 2 (leave blank if not applicable)

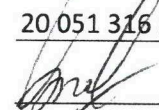

\_\_\_\_\_  
Signature of Authorised Signatory 2  
\_\_\_\_\_  
Print name of Authorised Signatory 2

## Customer's Acceptance

By signing this Master Technology Licence Agreement, the Customer acknowledges and agrees that it has had the opportunity and has read, understood and agreed to all of the terms in this Master Technology Licence Agreement inclusive of all clauses numbered 1 to 26 and further agrees that this Master Technology Licence Agreement together with any TLA Schedules accepted by us constitute the entire agreement between us, that no other representations have been relied upon by the Customer in entering into this Master Technology Licence Agreement and that all information provided by the Customer in this Master Technology Licence Agreement or in connection with it, is true and correct.


### EXECUTED as an agreement

### EXECUTED in accordance with section 127 of the Corporations Act 2001 (Cth)

Company Name Veolia Environmental Services (Australia) Pty Ltd ABN 20 051 316 584  
First Director Name Daniel Conlon Signature   
Date 21.07.20  
Second Director Name Gurpreet Brar Signature   
Date 21.07.20

## Forum Enviro's Acceptance

Signed on behalf of Forum Enviro (Aust) Pty Ltd (ABN 78 607 484 364)

Forum Enviro's Authorised Officer BILL PAPAS  
Signature  Date 23.7.20





1. **OFFERS**
  - 1.1 You may submit a TLA Schedule to us if you wish to rent Equipment.
  - 1.2 The submission of a TLA Schedule by you to us constitutes an irrevocable offer from you to rent the Equipment described in that TLA Schedule from us on the terms and conditions of clauses numbered 4 to 26 (inclusive) of this Master Technology Licence Agreement and that TLA Schedule ("Offer").
2. **ACCEPTANCE OF OFFERS**
  - 2.1 We may accept or reject an Offer in our absolute discretion.
  - 2.2 We may impose conditions prior to the acceptance of an Offer, including but not limited to, requiring any third party guarantee to be given by someone nominated by you and acceptable to us.
  - 2.3 We may only accept an Offer, and become bound to the Offer, by signing the applicable TLA Schedule. That is the only way in which we may (or may be deemed to have) accepted an Offer.
  - 2.4 A TLA is constituted by us signing a TLA Schedule. Each TLA represents a separate agreement between us and you in respect to the Equipment described in the applicable TLA Schedule and incorporates clauses numbered 4 to 26 (inclusive) of this Master Technology Licence Agreement.
3. **AUTHORISED SIGNATORIES**
  - 3.1 You authorise any of the Authorised Signatories to do the following on your behalf:
    - (a) sign any TLA Schedule and enter into any TLA;
    - (b) agree to any special conditions which we require in a TLA Schedule;
    - (c) make declarations or sign acknowledgements or other documents that we require in relation to any TLA; and
    - (d) anything else in relation to this Master Technology Licence Agreement or any TLA.
4. **TERM AND COMMENCEMENT**
  - 4.1 The Term begins on the first day of the calendar month immediately following the Commencement Date and continues until expiry of the Term in accordance with the provisions of this clause 4, unless the TLA is terminated earlier under clause 14.2.
  - 4.2 If you wish the TLA to terminate on the expiration of the Term you must provide at least 3 months (and no more than 6 months) prior written notice before the end of the Term, otherwise the TLA will be automatically extended for an additional 6 calendar months ("Extension Term").
  - 4.3 If the TLA is extended under clause 4.2 you may terminate the TLA from the expiration of the Extension Term by giving us at least 1 month's prior written notice. If you do not give us this notice, the TLA will be extended for a further Extension Term and this provision will continue to apply to each successive Extension Term.
  - 4.4 We may terminate the TLA at any time from the expiration of the original Term by giving you at least 1 month's prior written notice.
  - 4.5 Any notice of termination given by you 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.
5. **DELIVERY OF EQUIPMENT AND RISK**
  - 5.1 Following acceptance of the Offer under clause 2.3, we will deliver and install the Equipment.
  - 5.2 You agree that you have satisfied yourself as to the identity, condition, merchantable quality and fitness for your purpose of the Equipment.
  - 5.3 You agree that, subject to clause 10, 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.
  - 5.4 You agree that risk in the Equipment passes to you on delivery.
6. **OUR OWNERSHIP RIGHTS**
  - 6.1 The Equipment is our property at all times. 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.
  - 6.2 You agree that we may have entered into the TLA in any capacity we chose including as the agent of an undisclosed principal and that we may charge or deal with our interests in the TLA or the Equipment in any way without notice to you subject to your rights under the TLA.
7. **PAYMENT OF USAGE CHARGES AND OTHER AMOUNTS**
  - 7.1 We will invoice the Usage Charges for each Billing Period in advance, with the first invoice issued on the Commencement Date and thereafter on the first day of each Billing Period.
  - 7.2 You must pay us the Usage Charges for each Billing Period within 30 days of the commencement of that Billing Period.
  - 7.3 Your obligation to pay the Usage Charges and to pay any other money due under the TLA 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. If we owe you any money (including under clause 10.11), you may bring a claim for this amount against us but may not exercise any set-off, counterclaim or deduction.
  - 7.4 Your payment obligations are absolute and are not subject to reduction or set off for any reason.
  - 7.5 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.
  - 7.6 A payment you make to us is not considered to have been made until we have received it in cleared funds.
  - 7.7 You must pay interest to us on any money payable under the TLA but unpaid when due, including on any damages payable in connection with it, at the Default Rate.
  - 7.8 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 the TLA.
  - 7.9 In this subclause "GST", "Input Tax Credit", "Input Taxed" and "Taxable Supply" have the same meanings as under a New Tax System (Goods and Services) Act 1999 (Cth). Unless an amount in the TLA 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 the TLA, then in addition to any other amounts payable or consideration provided by you, you must at the same time pay to us an amount equal to the amount of GST we have to pay, however we must reduce this amount by the amount of any Input Tax Credit that we are entitled to claim in respect of the payment, cost, expense, or liability.
  - 7.10 You agree that the Usage Charges may be reviewed annually and we may increase the Usage Charges to offset any increase in the cost to us of performing our obligations under the TLA. 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 30 days prior notice of the increase.
8. **YOUR WARRANTIES AND ACKNOWLEDGEMENTS**
  - 8.1 You acknowledge and agree that clauses 7, 8.2, 9, 10.1, 10.3, 10.5, 10.9, 10.15 to 10.21 inclusive and 11.4 are fundamental terms of the TLA.
  - 8.2 You warrant to us that: (a) all information which you have given us is correct and not misleading; (b) in entering into the TLA 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 the TLA, 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 Master Technology Licence Agreement and the TLA Schedule 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 section of this Master Technology Licence Agreement, you have not entered into the TLA as the trustee of any trust; and (g) You are not insolvent and will not become insolvent during the Term.
  - 8.3 You acknowledge that this Master Technology Licence Agreement and the TLA Schedule sets out the whole of the agreement between us in respect of the Equipment and that 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 be obtain from the Equipment or any related services which are not expressly provided for in the TLA.
  - 8.4 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 the TLA including any commission payable to any broker, agent, dealer or other person who introduces you to us or us to you.
  - 8.5 You acknowledge that the moneys payable under the TLA may include a payout component from previous agreements.
9. **INSURANCE**
  - 9.1 You must at all times from the Commencement Date until the Equipment is 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.
  - 9.2 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.
  - 9.3 You must not: (a) fail to do or 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.
  - 9.4 You must notify us of all circumstances which may entitle a claim to be made under any Insurance.
  - 9.5 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.
  - 9.6 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 14, 15, or 16; (c) third, in refunding any amount you have paid to us under clauses 14, 15, or 16; and (d) finally, the balance if any is for us to keep.
10. **USE, MAINTENANCE AND REPAIR**
  - 10.1 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.
  - 10.2 The Usage Charges include the provision of the Repair and Maintenance Service and the Consumables for the Equipment by us.
  - 10.3 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 10.
  - 10.4 We will provide sufficient Consumables required for the continued operation of the Equipment.
  - 10.5 You acknowledge that the Equipment requires the use of a Surfaced UV emitter which must be replenished from time to time in accordance with the manufacturer's instructions. We will replace the Surfaced UV emitter as required but not more than once per annum from the date of installation. You agree to pay for additional replacements at the then market price.
  - 10.6 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 10.14.
  - 10.7 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.
  - 10.8 If we ascertain that the Equipment requires any repair or maintenance during a check service under clause 10.7 we will carry out such repair or maintenance at no cost subject to this clause 10.
  - 10.9 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.
  - 10.10 Provided you are not in breach of this clause 10 or the TLA, 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 10.9.
  - 10.11 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 10.9 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 replacement of the Equipment with the same or similar equipment within 10 Business Days at our cost; or
- (b) pay you an amount equal to 1/30th of the portion of the Usage Charge attributable to the inoperable Equipment for each day the Equipment remains inoperable.
- 10.12 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 under clause 10.11 and you release us from any further claim or obligations.
- 10.13 The Repair and Maintenance Service does not include service outside of the hours in clause 10.6 or service or maintenance excluded under clause 10.14. 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.
- 10.14 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 4:30 pm 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 10.
- 10.15 You must only allow suitably qualified, trained and experienced personnel to operate the Equipment.
- 10.16 The Equipment must remain in your personal control 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.
- 10.17 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.
- 10.18 You must not make any alterations or additions to the Equipment.
- 10.19 You must not remove the Equipment from the location set out in the TLA 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.
- 10.20 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.
- 10.21 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 10.21 on receipt of reasonable notice.
11. **YOUR FURTHER OBLIGATIONS**
- 11.1 You must notify us immediately of any change in your address.
- 11.2 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.
- 11.3 You must notify us immediately following any loss or damage to the Equipment.
- 11.4 You must not assign the TLA, 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.
- 11.5 You must provide us with copies of your financial statements and other information reasonably requested by us during the Term.
- 11.6 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; (b) against any claims, costs, losses or damage we suffer or incur in connection with your breach of the TLA or the TLA being terminated before the end of the Term.
- 11.7 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.
- 11.8 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.
- 11.9 You must, if requested by us, provide written confirmation to us from any person to whom you have granted any security interests (including over any of your assets or undertakings) that such person acknowledges that: (a) the Equipment belongs to us; (b) that we may remove the Equipment in accordance with the terms of the TLA; and (c) the Equipment is not subject to any security interest held by such person.
12. **IMPLIED WARRANTIES AND LIMITATION OF LIABILITY**
- 12.1 To the full extent permitted by law all express and implied terms, conditions and warranties (other than any set out in the TLA) 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.
- 12.2 Except as provided in clause 12.1, we will not be liable to you or any person claiming under you in contract, tort or otherwise for or in respect of any, indirect, or consequential loss, suffered by you or any other person arising in connection with the TLA, 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 Master Technology Licence Agreement in connection with it, the Equipment, or the Services.
13. **DEFAULT EVENTS**
- 13.1 A Default Event occurs if: (a) You fail to pay any one or more Usage Charges in whole or in part and also fail to comply with any subsequent 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 9 (Insurance); (d) You purport to assign or in any way deal with the Equipment or any of your rights under the TLA; (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 the TLA 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) You are a trustee and there is a change in trustee or the trust ends; (k) 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; (l) an event described in (g) to (k) occurs in relation to any guarantor of your obligations under the TLA or the guarantor if an individual, becomes or becomes liable to be declared a bankrupt; (m) any warranty given by you in connection with any Agreement is false; (n) due to a change in any Controlling Person we have determined (acting reasonably) that there has been a change in the credit risk associated with the TLA from that assessed before the TLA was entered into and no agreement is made with you as to a change to the terms of the TLA satisfactory to us; or (o) a "Default Event" occurs under any other TLA between you and us.

## OUR RIGHTS UPON A DEFAULT EVENT

If a Default Event occurs, you will be deemed to have repudiated the TLA.

If a Default Event occurs, we will be entitled to terminate the TLA by written notice to you or, if we consider that the Equipment or our rights upon termination may be adversely affected if we do not immediately take possession of the Equipment, we may terminate the TLA by taking or attempting to take possession of the Equipment without giving you written notice in advance of termination.

14.3 Upon termination under clause 14.2, 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 the TLA, the Recoverable Amount together with any other amounts payable under the TLA.

14.4 If we terminate the TLA following a Default Event described in clause 13.1 (e), the amount payable under clause 14.3 will be the Recoverable Amount plus, as compensation for the loss, destruction and/or damage 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.

## OBLIGATIONS AT THE END OF HIRING

15. At the end of the TLA (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.

15.2 If the Equipment is not returned to us at the end of the TLA (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.

15.3 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, after giving written notice to your last notified address, 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 14.4.

## VALUE OF EQUIPMENT ON TERMINATION

16. 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.

16.2 Upon early termination under clause 14.2, 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.

## COMMISSIONS

17. 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.

## APPROPRIATION OF PAYMENTS

18.1 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 any TLA or otherwise, and we may disregard any directions you give us as to how that money is to be applied.

## AGENCY AND TRUST

19.1 We may enter into the TLA 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 the TLA.

19.2 If you enter into the TLA as the trustee of any trust you acknowledge, agree and represent that the TLA binds you both personally and also in your capacity as trustee, that you have power and authority under the trust to enter into the TLA, that you have the right to be fully indemnified out of the trust property (ahead of the beneficiaries) for all liabilities you incur under the TLA and you will notify us immediately upon becoming aware that you are to be or have been replaced as the trustee.

## CERTIFICATES AND NOTICES

20.1 Any notice required to be served under the TLA 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.

20.2 Any notice sent by pre-paid post will be taken to have been received three (3) days after the date of posting and any facsimile will be taken to have been received when the transmitting machine records that a successful transmission has been made. You must advise us in writing as soon as practicable if you change your address, phone number or facsimile number.

## POWERS YOU GIVE US

21.1 You give us and our employees authority to do, without notice to you, anything considered by us to be reasonably necessary to give effect to the TLA including the completion or correction of any details in a TLA Schedule, or the doing of anything





- you should have done under the TLA and anything we consider to be reasonably necessary to protect our rights under the TLA.
- 21.2 Our rights under clause 21.1 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.
- 21.3 You indemnify us against any loss, damage, costs or claims suffered or incurred by us arising out of actions authorised under this clause 21.
22. **PERSONAL PROPERTY AND SECURITIES ACT 2009 (CTH) ("PPSA")**
- 22.1 Unless the context requires otherwise, the terms used in this clause have the meanings given to them in the PPSA.
- 22.2 We may take all such steps as we consider appropriate to register, protect and perfect our position in respect of the Equipment and the TLA under the PPS Law including the registration of one or more financing statements.
- 22.3 You acknowledge that we may register one or more financing statements in relation to our Security Interests under the TLA.
- 22.4 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.
- 22.5 We may by notice to you at any time, require you to do any of the following things:
- take all steps, and sign all necessary documents to perfect, protect, record or better secure our Security Interest;
  - reimburse us for our costs incurred in attending to registration of our Security Interest under the PPS Law; and
  - ensure that the TLA and any Security Interest is enforceable by us against you or any third party.
- 22.6 You agree that we are not required to give you any notices or provide copies of any documents required to be given under the PPSA and you consent and agree to waive any rights: (a) to receive such notices or documents (including but not limited to, sections 95, 118, 121 (4), 125, 127, 129, 130, 132, 134(2), 135, 136(3), (4) and (5), 138 (b) (4), 142 and 143 of the PPSA); (b) to receive a statement of account under section 132(4) of the PPSA; or (c) to receive details of the amounts paid to other secured parties in a statement of account under section 132(1) of the PPSA and have no rights by reference to or under sections 125, 142, and 143 of the PPSA, unless the right or requirement to provide a notice or document cannot be excluded by law.
- 22.7 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 the TLA 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.
23. **GENERAL PROVISIONS**
- 23.1 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 the TLA.
- 23.2 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.
- 23.3 Every provision of the TLA 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.
24. **APPLICABLE LAW**
- 24.1 This Master Technology Licence Agreement and the TLA 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.
25. **PRIVACY AND CREDIT REPORTING**
- 25.1 Our privacy policy and credit reporting policy (together, "Information Disclosure Policies") are available on our website at [www.forumgroup.com.au](http://www.forumgroup.com.au), or we can provide written copies to you on request. The Information Disclosure Policies detail how we may collect and use Personal Information.
- 25.2 If you provide Personal Information to us in relation to any third party who is an individual ("Affected Individual") (e.g. as applicable, any director, employee or other staff member, employer, accountant or guarantor) when dealing with us, you acknowledge and agree to:
- make any Affected Individual aware that (i) their Personal Information has been collected, and may be used and disclosed, by us for the purposes of your dealings with us (including, as relevant, to assess your applications for credit and to provide you with our products and services); (ii) you may not be able to obtain relevant products or services from us if you or the Affected Individual's Personal Information is not provided to us; (iii) their Personal Information will be held, used and disclosed consistently with our Information Disclosure Policies; and (iv) they have various rights relating to their Personal Information held by us (such as to request access to it) which they can exercise by contacting us using the details in our Information Disclosure Policies;
  - refer the Affected Individual to our Information Disclosure Policies available on our website at [www.forumgroup.com.au](http://www.forumgroup.com.au) or provide each Affected Individual with a copy of the Information Disclosure Policies; and
  - take reasonable steps to comply with any reasonable request from us to provide each Affected Individual with a copy of any other privacy related notification that we may provide you from time to time.
26. **MEANING OF WORDS AND INTERPRETATION**
- 26.1 Words used in these terms have the meaning given below:
- Acceptance Date** means the date on which the TLA Schedule is signed by us.
- Authorised Signatory** means:
- the individuals specified as Authorised Signatories in the Customer Details section of this Master Technology Licence Agreement; and
  - any other individual(s) as you advise us in writing from time to time are Authorised Signatories (together with evidence of the due appointment of those individuals as Authorised Signatories).
- Billing Period** means the Billing Period set out in the TLA 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 TLA Schedule, or if that is blank, the Acceptance Date.
- 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 Surface UV emitters required for the operation of the Equipment.
- Default Event** means an event described in clause 13.
- 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 the "Equipment" described in the TLA 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 the TLA or any replacement Equipment provided during the currency of the TLA.
- Insurance** means any insurance policy or cover required to be obtained by you under clause 9.
- 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.
- Master Technology Licence Agreement** means this document.
- Offer** has the meaning given in clause 1.2.
- Personal Information** has the same meaning as in the Privacy Act 1988 (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 pretax return after that discounting that we would have received from the TLA 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 the TLA; 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 10.
- Services** means the services to be provided by us in accordance with the TLA.
- Term** means the "Term" in months specified in the TLA Schedule and begins in accordance with clause 4.1.
- TLA** means an agreement between us and you formed in accordance with clause 2 for the rent of the Equipment described in the applicable TLA Schedule.
- TLA Schedule** means a document delivered by you to us substantially in the form of the Annexure. A reference to a TLA Schedule in relation to any Equipment or a TLA is a reference to the TLA Schedule describing that Equipment and forming part of that TLA.
- Usage Charge** means the "Usage Charge" specified in the TLA Schedule.
- We and Us or we and us** means Forum Enviro (Aust) Pty Ltd and includes our agents and other authorised representatives.
- You and Your or you and your** means the person named as the Customer in the Customer Details section of this Master Technology Licence Agreement and each and every one of them jointly and severally.
- 26.2 In the interpretation of this Master Technology Licence Agreement and the TLA:
- the singular includes the plural and vice versa;
  - any gender includes the other genders;
  - a person includes an individual, body corporate, partnership or governmental corporation, authority or any other type of legal entity;
  - a reference to a party includes that party's successors, personal legal representatives and permitted assigns;
  - any warranty, obligation or right which binds or benefits two (2) or more persons under the TLA binds or benefits those persons jointly and severally and a reference to that person is reference each of them separately and every 2 or more of them jointly;
  - the word "including" is not limiting;
  - a reference to a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - all monetary amounts are in Australian dollars, unless otherwise stated;
  - headings are for convenience only and do not affect the interpretation, or form part of, the TLA;
  - a clause, party, schedule or annexure is a reference to a clause, party, schedule or annexure of this Master Technology Licence Agreement; and
  - if there is any inconsistency between this Master Technology Licence Agreement and the TLA Schedule, the TLA Schedule will prevail to the extent of the inconsistency.



# Master Technology Licence Agreement

## Health Management

### Annexure – Form of TLA Schedule

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

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

#### Tax Invoice

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

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

#### Customer Details

Customer Name \_\_\_\_\_  
Trading Name \_\_\_\_\_ ABN \_\_\_\_\_  
Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_  
Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Contact Email \_\_\_\_\_ Billing Email \_\_\_\_\_

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

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

#### Commencement, Term and Payments

Commencement Date _____	Usage Charge (ex GST) \$ _____	. 00
Term _____	+ GST \$ _____	. 00
Billing Period <input type="checkbox"/> Monthly	Total \$ _____	. 00

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

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

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

#### EXECUTED as an agreement

##### Customer's Signature

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

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_  
Witness Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

##### Acceptance

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

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

Authorised Officer \_\_\_\_\_

Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_



**Shanahan, Lucy J.**

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**From:** michael\_timpany@au.smbc.co.jp  
**Sent:** Wednesday, 7 July 2021 3:30 PM  
**To:** preet.brar@veolia.com; jane.sandilands@veolia.com; arthur.legrand1@veolia.com  
**Cc:** andrew\_dick@au.smbc.co.jp; john\_gilroy@au.smbc.co.jp; raymond\_ng@au.smbc.co.jp; mark\_rutherford@gb.smbcgroup.com  
**Subject:** RE: Forum-Veolia agreements (email 2 of 4)\*\*\*\*\*  
**Attachments:** Draw 4 - Waste TLA Nov 2020.pdf; Draw 5 - Waste TLA Dec 2020.pdf; Draw 6 - Waste TLA Jan 21.pdf; Draw 7 - Waste TLA 1 Mar 21.pdf; Draw 8 - Waste TLA Apr 21.pdf; Draw 9 - Waste TLA May 2021.pdf; Draw 1 - Waste TLA Jul 2020.pdf; Draw 2 - Waste TLA Aug 2020.pdf; Draw 3 - Waste TLA Sep 2020.pdf

Kind regards,  
Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

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**From:** Michael Timpany/SYD/SMBC  
**Sent:** Wednesday, July 7, 2021 3:29 PM  
**To:** 'Brar, Preet' <preet.brar@veolia.com>; Sandilands, Jane <jane.sandilands@veolia.com>; Legrand, Arthur <arthur.legrand1@veolia.com>  
**Cc:** Andrew Dick/SYD/SMBC <andrew\_dick@au.smbc.co.jp>; John Gilroy/SYD/SMBC <john\_gilroy@au.smbc.co.jp>; Raymond Ng/SYD/SMBC <raymond\_ng@au.smbc.co.jp>; Mark Rutherford/LF/GB/SMBC <mark\_rutherford@gb.smbcgroup.com>  
**Subject:** Forum-Veolia agreements (email 1 of 4)\*\*\*\*\*

Hi Preet, Jane and Arthur

Thank you for your call with our team on Monday 5 July 2021.

We would appreciate your urgent confirmation on the validity of the following contracts and email communications between Veolia Environmental Services (Australia) Pty Ltd and Forum Enviro (Aust) Pty Ltd set out in the table and **attached**. Due to size, please note that the attachments will be provided in four separate emails.

Please note that SMBC Leasing and Finance, Inc. Sydney Branch is considering its position in relation to this matter. Accordingly, SMBC Leasing and Finance, Inc. Sydney Branch reserves all of its rights in relation to the relevant transactions.

Agreement Date	Status	Agreement Name	Agreement Reference No:	Email No:
<b>Master Agreements between Forum and Veolia</b>				
23-Jul-20	Master Agreement	Master Technology Licence Agreement Waste Management	FEA-VEO 00101W	1
23-Jul-20	Master Agreement	Master Technology Licence Agreement Health Management	FEA-VEO 0010H	1
6-Nov-20	Master Agreement	Authorised Officer Certificate (Veolia) - signed by Preet Brar and Marc Churchin		1
<b>Waste Management TLA's between Forum and Veolia</b>				
23-Jul-20	1st draw	TLA Schedule - Waste Management	FEA-VEO 00101W-01	2
18-Aug-20	2nd draw	TLA Schedule - Waste Management	FEA-VEO 00101W-02	2
23-Sep-20	3rd draw	TLA Schedule - Waste Management	FEA-VEO 00101W-03	2
6-Nov-20	4th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-04	2
17-Dec-20	5th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-05	2
25-Jan-21	6th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-06	2
1-Mar-21	7th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-07	2
13-Apr-21	8th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-08	2
18-May-21	9th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-09	2
<b>Health Management TLA's between Forum and Veolia</b>				
23-Jul-20	1st draw	TLA Schedule - Health Management	FEA-VEO 0010H-01	3
18-Aug-20	2nd draw	TLA Schedule - Health Management	FEA-VEO 0010H-02	3
N/A	3rd draw	N/A		
6-Nov-20	4th draw	TLA Schedule - Health Management	FEA-VEO 0010H-04	3
17-Dec-20	5th draw	TLA Schedule - Health Management	FEA-VEO 0010H-05	3
N/A	6th draw	N/A		
1-Mar-21	7th draw	TLA Schedule - Health Management	FEA-VEO 0010H-06	3
13-Apr-21	8th draw	TLA Schedule - Health Management	FEA-VEO 0010H-08	3
	9th draw	N/A		
<b>Notices of Assigment issued to Veolia by Forum, including Veolia confirmation of receipt</b>				
30-Jul-20	1st draw	Email correspondence between Bill Papas (Forum) and Laurie Kozlovic (Veolia), and attached 2 x NOAs		4
27-Aug-21	2nd draw	Email correspondence between Bill Papas (Forum) and Laurie Kozlovic (Veolia), and attached 2 x NOAs		4
30-Sep-20	3rd draw	Email correspondence between Bill Papas (forum) and Preet Brar (Veolia)and attached 1 x NOA		4
17-Nov-20	4th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
24-Dec-20	5th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
5-Feb-21	6th draw	Email correspondence between Bill Papas (forum) and Preet Brar (Veolia)and attached 1 x NOA		4
11-Mar-21	7th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
22-Apr-21	8th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
26-May-21	9th draw	Email correspondence between Bill Papas (forum) and Preet Brar (Veolia)and attached 1 x NOA		4

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch

Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000

Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

## Annexure – Form of TLA Schedule

# Master Technology Licence Agreement Waste Management

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

TLA Schedule No. FEA-VEO 00101W-01

### Tax Invoice

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

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

### Customer Details

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

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

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

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

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

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

### EXECUTED as an agreement

#### Customer's Signature

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

Name Laurie Kozlovic Title COO Signature [Signature]  
Witness Signature [Signature] Print Name Bill Papas Date 23-7-20

#### Acceptance

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

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

Authorised Officer Bill Papas

Signature [Signature] Date of Acceptance 23/7/20

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





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



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

## Customer's Signature

Signed for and on behalf of:

**Veolia Environmental Services (Australia) Pty Ltd**

ABN:

**20 051 316 584**

Signature:

Name of Signatory:

**LAURIE KOZLOVIC**

Title of Signatory:

**COO**

Date:

**23/7/20**





## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 23rd July 2020

## Products



As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☒ Health ☐

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

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

## Signed by Customer

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





# Master Technology Licence Agreement

## Annexure – Form of TLA Schedule

## Waste Management

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

TLA Schedule No. FEA-VEO 00101W-02

### Tax Invoice

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

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

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd

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

Address Level 4, Pirrama Road, Pyrmont Sydney Postcode 2009

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

Contact Name Laurie Kozlovic

Telephone \_\_\_\_\_

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

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

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

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

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

### EXECUTED as an agreement

#### Customer's Signature

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

Name Laurie Kozlovic Title COO Signature \_\_\_\_\_

Witness Signature [Signature] Print Name Basile Papadimitriou Date 18/08/20

### Acceptance

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

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

Authorised Officer Bill Papas BASILE PAPADIMITRIOU

Signature [Signature] Date of Acceptance 18/8/20





### Equipment

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

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



## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date Tuesday 18th August 2020



## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☒ Health ☐

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

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

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



# Master Technology Licence Agreement Waste Management

## Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA-VEO 00101W-03

### Tax Invoice

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

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

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd

Trading Name \_\_\_\_\_

Address Level 4, Pirrama Road, Pyrmont Sydney

ABN 20 051 316 584

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

Postcode 2009

Contact Name Laurie Kozlovic

Postcode \_\_\_\_\_

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

Telephone \_\_\_\_\_

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date 1st October 2020

Term 60

Usage Charge (ex GST) \$ 58,800 . 00

Billing Period ☒ Monthly

+ GST \$ 5,880 . 00

Total \$ 64,680 . 00

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

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

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

### EXECUTED as an agreement

#### Customer's Signature

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

Name Laurie Kozlovic

Title COO

Signature \_\_\_\_\_

Witness Signature \_\_\_\_\_

Print Name Basile Papadimitriou

Date \_\_\_\_\_

23/09/2020

#### Acceptance

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

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

Authorised Officer Basile Papadimitriou

Signature \_\_\_\_\_

Date of Acceptance 23/09/2020



## Equipment

[illegible]



## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 23rd September 2020

## Products



As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☒ Health ☐

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

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

## Signed by Customer

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



# Master Technology Licence Agreement Waste Management

## Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA-VEO 00101W-04

### Tax Invoice

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

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

### Customer Details

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

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

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

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

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

### EXECUTED as an agreement

#### Customer's Signature

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

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

#### Acceptance

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

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

Authorised Officer Basile Papadimitriou

Signature [Signature] Date of Acceptance 6/11/20



THIS AGREEMENT IS MADE THIS 1st day of January, 2001, between the undersigned parties.

THE PARTIES

The undersigned parties, the Licensor and the Licensee, have entered into this License Agreement, which is hereby acknowledged by the undersigned parties.

WARRANTY

The Licensor warrants that the Software is original and not a copy of any other software. The Licensee warrants that it is a legal entity and has the right to enter into this License Agreement.

TERMS AND CONDITIONS

The Licensee shall pay the Licensor a fee of \$100.00 for the use of the Software. The fee shall be paid in advance and non-refundable.

SIGNATURES

By signing this License Agreement, the Licensee agrees to the terms and conditions set forth herein. The Licensee's signature is required for the License to be valid.

WITNESSES

The undersigned parties have signed this License Agreement in the presence of the undersigned witnesses.

IN WITNESS WHEREOF, the undersigned parties have signed this License Agreement on the day and date first above written.





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





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





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



1. 1000 lb. capacity	1000000000	1000000000
2. 1000 lb. capacity	1000000000	1000000000
3. 1000 lb. capacity	1000000000	1000000000
4. 1000 lb. capacity	1000000000	1000000000
5. 1000 lb. capacity	1000000000	1000000000
6. 1000 lb. capacity	1000000000	1000000000
7. 1000 lb. capacity	1000000000	1000000000
8. 1000 lb. capacity	1000000000	1000000000
9. 1000 lb. capacity	1000000000	1000000000
10. 1000 lb. capacity	1000000000	1000000000
11. 1000 lb. capacity	1000000000	1000000000
12. 1000 lb. capacity	1000000000	1000000000
13. 1000 lb. capacity	1000000000	1000000000
14. 1000 lb. capacity	1000000000	1000000000
15. 1000 lb. capacity	1000000000	1000000000
16. 1000 lb. capacity	1000000000	1000000000
17. 1000 lb. capacity	1000000000	1000000000
18. 1000 lb. capacity	1000000000	1000000000
19. 1000 lb. capacity	1000000000	1000000000
20. 1000 lb. capacity	1000000000	1000000000

## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 6th November 2020

## Products



As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☒ Health ☐

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

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

## Signed by Customer

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



upis

Certificate of  
Acceptance of Delivery

For the use of the carrier, this certificate shall be filled out by the consignee and returned to the carrier.

Customer Details  
Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Customer Details  
Customer Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

ITL Service Order  
ITL Service Order: \_\_\_\_\_  
Between: \_\_\_\_\_ and \_\_\_\_\_

Date of Acceptance of Delivery  
Date: \_\_\_\_\_

Product  
As described in the contract between the ITL Service Order and the Customer.  
☐ Other: \_\_\_\_\_

On the date of delivery, the Customer has received and accepted the goods and services described in the contract between the ITL Service Order and the Customer. The Customer has signed and dated this certificate of acceptance of delivery.

Signature of Customer	_____
Signature of Carrier	_____
Date	_____
Time	_____
Location	_____
Remarks	_____

# Master Technology Licence Agreement Waste Management

## Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA-VEO 00101W-05

### Tax Invoice

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

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

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd

Trading Name \_\_\_\_\_

Address Level 4, Pirrama Road, Pyrmont Sydney

ABN 20 051 316 584

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

Postcode 2009

Contact Name Preet Brar

Postcode \_\_\_\_\_

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

Telephone \_\_\_\_\_

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

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

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

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

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

### EXECUTED as an agreement

#### Customer's Signature

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

Name Gurpreet Brar

Title

CFO

Signature

Witness Signature [Signature]

Print Name

Basile Papadimitriou

Date

17/12/20

#### Acceptance

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

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

Authorised Officer Basile Papadimitriou

Signature [Signature]

Date of Acceptance 17/12/20

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



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

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





## Certificate of Acceptance of Delivery

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

### Supplier Details

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

### Customer Details

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

### TLA Schedule

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

### Date of Acceptance of Delivery

Date 17th December 2020

### Products



As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☒ Health ☐

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

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

### Signed by Customer

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

1300 048 447  
info@iugis.com

iugis.com

Level 4  
141 Walker Street  
North Sydney, NSW 2060

1 of 1

ICAD Version 1 Jul 2020







# Master Technology Licence Agreement

## Waste Management

### Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA-VEO 00101W-06

#### Tax Invoice

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

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

#### Customer Details

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

#### Commencement, Term and Payments

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

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

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

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

#### EXECUTED as an agreement

##### Customer's Signature

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

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

##### Acceptance

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

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

Authorised Officer Basile Papadimitriou

Signature [Signature] Date of Acceptance 25/01/21



This document is a schedule to the Master Technology License Agreement, dated [Date], between [Party A] and [Party B].

1.1. Schedule No. [Number] of [Total Number]

1.2. Description of the Licensed Technology

The Licensed Technology is a [Description of Technology] developed by [Party A] and is being licensed to [Party B] for use in [Description of Project]. The Licensed Technology is being licensed to [Party B] on a non-exclusive basis for a term of [Term] years, starting from the date of the first commercial sale of the Licensed Technology by [Party B].

1.3. Licensee's Obligations

1.3.1. The Licensee shall maintain the confidentiality of the Licensed Technology and shall not disclose it to any third party without the prior written consent of the Licensor.

1.3.2. The Licensee shall not use the Licensed Technology for any purpose other than the purpose specified in the License Agreement.

1.3.3. The Licensee shall not sublicense the Licensed Technology to any third party without the prior written consent of the Licensor.

1.4. Royalty Payment

The Licensee shall pay to the Licensor a royalty of [Percentage] of the net sales of the Licensed Technology.

1.5. Term and Termination

1.5.1. The term of this License shall be [Term] years, starting from the date of the first commercial sale of the Licensed Technology by the Licensee.

1.5.2. This License shall terminate automatically if the Licensee fails to pay the royalty for [Number] consecutive quarters.

1.6. Miscellaneous

1.6.1. This License shall be governed by the laws of [Jurisdiction].

1.6.2. Any dispute arising out of or in connection with this License shall be referred to the arbitration of [Arbitration Body].

1.7. Signatures

1.7.1. This License is executed by the Licensor and the Licensee on the date and at the place specified below.

1.7.2. The Licensor's signature is [Signature] and the Licensee's signature is [Signature].

1.8. Counterparty's Signature

1.8.1. The Counterparty's signature is [Signature] and the date is [Date].

1.8.2. The Counterparty's name is [Name] and the title is [Title].

1.9. Acknowledgment

The Licensee hereby acknowledges that it has read and understood the terms and conditions of this License and agrees to be bound by them.

1.10. Entire Agreement

This License constitutes the entire agreement between the Licensor and the Licensee and supersedes all previous agreements between them.

1.11. Notices

All notices under this License shall be in writing and shall be delivered to the party to whom they are addressed at the address specified below.

1.12. Assignment

The Licensee shall not assign or sub-license this License to any third party without the prior written consent of the Licensor.



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





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



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





## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 25th January 2021



## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☒ Health ☐

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

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

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



# Certificate of Acceptance of Delivery

Ugis

This document is a certificate of acceptance of delivery of the goods described below. It is not a contract and does not constitute an offer of insurance or any other financial product.

## Supplier Details

Customer Name: John Smith (Unit 10)  
 Trading Name: John Smith (Unit 10)  
 Address: Unit 10, 101 West Street, North Sydney  
 Postcode: 1585

## Customer Details

Customer Name: John Smith (Unit 10)  
 Trading Name: John Smith (Unit 10)  
 Address: Unit 10, 101 West Street, North Sydney  
 Postcode: 1585

## U/A Details

U/A Number: 101 West Street, North Sydney

## Date of Acceptance of Delivery

Date: 10/10/2011

## Product

As detailed in the Customer Statement of the U/A Number

U/A Management ☒ U/A ☐

On the date of signing this Certificate, the Customer hereby acknowledges receipt of the goods described in the Customer Statement of the U/A Number. The Customer also acknowledges that the goods are in the possession of the Customer and that the Customer is responsible for the goods from the date of signing this Certificate.

Signature	<u>[Signature]</u>
Date	<u>10/10/2011</u>
Signature	<u>[Signature]</u>
Date	<u>10/10/2011</u>



# Master Technology Licence Agreement

## Waste Management

### Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA-VEO 00101W-07

#### Tax Invoice

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

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

#### Customer Details

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

#### Commencement, Term and Payments

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

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

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

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

#### EXECUTED as an agreement

##### Customer's Signature

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

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

##### Acceptance

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

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

Authorised Officer Basile Papadimitriou

Signature [Signature] Date of Acceptance 01/03/21





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





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



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





## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 1st March 2021



## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☒ Health ☐

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

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

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





# Master Technology Licence Agreement

## Waste Management

### Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA-VEO 00101W-08

#### Tax Invoice

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

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

#### Customer Details

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

#### Commencement, Term and Payments

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

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

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

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

#### EXECUTED as an agreement

##### Customer's Signature

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

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

#### Acceptance

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

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

Authorised Officer Basile Papadimitriou

Signature [Signature] Date of Acceptance 13/04/21



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



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

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

## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 13th April 2021



## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☒ Health ☐

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

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

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





# Master Technology Licence Agreement Waste Management

## Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA-VEO 00101W-09

### Tax Invoice

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

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

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd

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

Address Level 4, Pirrama Road, Pyrmont Sydney Postcode 2009

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

Contact Name Preet Brar Telephone \_\_\_\_\_

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

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

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

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

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

### EXECUTED as an agreement

#### Customer's Signature

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

Name Gurpreet Brar Title CFO Signature [Signature]

Witness Signature [Signature] Print Name Basile Papadimitriou Date 18/05/21

#### Acceptance

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

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

Authorised Officer Basile Papadimitriou

Signature [Signature] Date of Acceptance 18/05/21



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



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



[illegible]

## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 18th May 2021

## Products


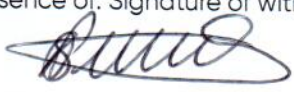
As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☒ Health ☐

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

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

## Signed by Customer

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





**Shanahan, Lucy J.**

---

**From:** michael\_timpany@au.smbc.co.jp  
**Sent:** Wednesday, 7 July 2021 3:32 PM  
**To:** preet.brar@veolia.com; jane.sandilands@veolia.com; arthur.legrand1@veolia.com  
**Cc:** andrew\_dick@au.smbc.co.jp; john\_gilroy@au.smbc.co.jp; raymond\_ng@au.smbc.co.jp; mark\_rutherford@gb.smbcgroup.com  
**Subject:** RE: Forum-Veolia agreements (email 4 of 4)\*\*\*\*\*  
**Attachments:** FW: Notification; FW: Notification acknowledgement; FW: Agreement Notices; FW: Notification acknowledgement; FW: Notice of Assignment - Waste TLA; FW: Notices of Assignment ; FW: Notices of Assignment ; FW: Notice of Assignment ; FW: Notification

Kind regards,  
Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** Michael Timpany/SYD/SMBC  
**Sent:** Wednesday, July 7, 2021 3:31 PM  
**To:** 'Brar, Preet' <[preet.brar@veolia.com](mailto:preet.brar@veolia.com)>; 'Sandilands, Jane' <[jane.sandilands@veolia.com](mailto:jane.sandilands@veolia.com)>; 'Legrand, Arthur' <[arthur.legrand1@veolia.com](mailto:arthur.legrand1@veolia.com)>  
**Cc:** Andrew Dick/SYD/SMBC <[andrew\\_dick@au.smbc.co.jp](mailto:andrew_dick@au.smbc.co.jp)>; John Gilroy/SYD/SMBC <[john\\_gilroy@au.smbc.co.jp](mailto:john_gilroy@au.smbc.co.jp)>; Raymond Ng/SYD/SMBC <[raymond\\_ng@au.smbc.co.jp](mailto:raymond_ng@au.smbc.co.jp)>; Mark Rutherford/LF/GB/SMBC <[mark\\_rutherford@gb.smbcgroup.com](mailto:mark_rutherford@gb.smbcgroup.com)>  
**Subject:** RE: Forum-Veolia agreements (email 3 of 4)\*\*\*\*\*

Kind regards,  
Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** Michael Timpany/SYD/SMBC  
**Sent:** Wednesday, July 7, 2021 3:30 PM  
**To:** 'Brar, Preet' <[preet.brar@veolia.com](mailto:preet.brar@veolia.com)>; 'Sandilands, Jane' <[jane.sandilands@veolia.com](mailto:jane.sandilands@veolia.com)>; 'Legrand, Arthur' <[arthur.legrand1@veolia.com](mailto:arthur.legrand1@veolia.com)>  
**Cc:** Andrew Dick/SYD/SMBC <[andrew\\_dick@au.smbc.co.jp](mailto:andrew_dick@au.smbc.co.jp)>; John Gilroy/SYD/SMBC <[john\\_gilroy@au.smbc.co.jp](mailto:john_gilroy@au.smbc.co.jp)>; Raymond Ng/SYD/SMBC <[raymond\\_ng@au.smbc.co.jp](mailto:raymond_ng@au.smbc.co.jp)>; Mark Rutherford/LF/GB/SMBC <[mark\\_rutherford@gb.smbcgroup.com](mailto:mark_rutherford@gb.smbcgroup.com)>  
**Subject:** RE: Forum-Veolia agreements (email 2 of 4)\*\*\*\*\*

Kind regards,  
Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

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**From:** Michael Timpany/SYD/SMBC

**Sent:** Wednesday, July 7, 2021 3:29 PM

**To:** 'Brar, Preet' <[preet.brar@veolia.com](mailto:preet.brar@veolia.com)>; Sandilands, Jane <[jane.sandilands@veolia.com](mailto:jane.sandilands@veolia.com)>; Legrand, Arthur <[arthur.legrand1@veolia.com](mailto:arthur.legrand1@veolia.com)>

**Cc:** Andrew Dick/SYD/SMBC <[andrew\\_dick@au.smbc.co.jp](mailto:andrew_dick@au.smbc.co.jp)>; John Gilroy/SYD/SMBC <[john\\_gilroy@au.smbc.co.jp](mailto:john_gilroy@au.smbc.co.jp)>; Raymond Ng/SYD/SMBC <[raymond\\_ng@au.smbc.co.jp](mailto:raymond_ng@au.smbc.co.jp)>; Mark Rutherford/LF/GB/SMBC <[mark\\_rutherford@gb.smbcgroup.com](mailto:mark_rutherford@gb.smbcgroup.com)>

**Subject:** Forum-Veolia agreements (email 1 of 4)\*\*\*\*\*

Hi Preet, Jane and Arthur

Thank you for your call with our team on Monday 5 July 2021.

We would appreciate your urgent confirmation on the validity of the following contracts and email communications between Veolia Environmental Services (Australia) Pty Ltd and Forum Enviro (Aust) Pty Ltd set out in the table and **attached**. Due to size, please note that the attachments will be provided in four separate emails.

Please note that SMBC Leasing and Finance, Inc. Sydney Branch is considering its position in relation to this matter. Accordingly, SMBC Leasing and Finance, Inc. Sydney Branch reserves all of its rights in relation to the relevant transactions.

Agreement Date	Status	Agreement Name	Agreement Reference No:	Email No:
<b>Master Agreements between Forum and Veolia</b>				
23-Jul-20	Master Agreement	Master Technology Licence Agreement Waste Management	FEA-VEO 00101W	1
23-Jul-20	Master Agreement	Master Technology Licence Agreement Health Management	FEA-VEO 0010H	1
6-Nov-20	Master Agreement	Authorised Officer Certificate (Veolia) - signed by Preet Brar and Marc Churchin		1
<b>Waste Management TLA's between Forum and Veolia</b>				
23-Jul-20	1st draw	TLA Schedule - Waste Management	FEA-VEO 00101W-01	2
18-Aug-20	2nd draw	TLA Schedule - Waste Management	FEA-VEO 00101W-02	2
23-Sep-20	3rd draw	TLA Schedule - Waste Management	FEA-VEO 00101W-03	2
6-Nov-20	4th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-04	2
17-Dec-20	5th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-05	2
25-Jan-21	6th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-06	2
1-Mar-21	7th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-07	2
13-Apr-21	8th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-08	2
18-May-21	9th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-09	2
<b>Health Management TLA's between Forum and Veolia</b>				
23-Jul-20	1st draw	TLA Schedule - Health Management	FEA-VEO 0010H-01	3
18-Aug-20	2nd draw	TLA Schedule - Health Management	FEA-VEO 0010H-02	3
N/A	3rd draw	N/A		
6-Nov-20	4th draw	TLA Schedule - Health Management	FEA-VEO 0010H-04	3
17-Dec-20	5th draw	TLA Schedule - Health Management	FEA-VEO 0010H-05	3
N/A	6th draw	N/A		
1-Mar-21	7th draw	TLA Schedule - Health Management	FEA-VEO 0010H-06	3
13-Apr-21	8th draw	TLA Schedule - Health Management	FEA-VEO 0010H-08	3
	9th draw	N/A		
<b>Notices of Assigment issued to Veolia by Forum, including Veolia confirmation of receipt</b>				
30-Jul-20	1st draw	Email correspondence between Bill Papas (Forum) and Laurie Kozlovic (Veolia), and attached 2 x NOAs		4
27-Aug-21	2nd draw	Email correspondence between Bill Papas (Forum) and Laurie Kozlovic (Veolia), and attached 2 x NOAs		4
30-Sep-20	3rd draw	Email correspondence between Bill Papas (forum) and Preet Brar (Veolia)and attached 1 x NOA		4
17-Nov-20	4th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
24-Dec-20	5th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
5-Feb-21	6th draw	Email correspondence between Bill Papas (forum) and Preet Brar (Veolia)and attached 1 x NOA		4
11-Mar-21	7th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
22-Apr-21	8th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
26-May-21	9th draw	Email correspondence between Bill Papas (forum) and Preet Brar (Veolia)and attached 1 x NOA		4



**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch

Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000

Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

**Barca, Emily M.**

---

**From:** BPapas@forumgroup.com.au  
**Sent:** Thursday, August 27, 2020 8:58 AM  
**To:** michael\_timpany@au.smbc.co.jp  
**Cc:** acolbert@forumfinance.com.au  
**Subject:** FW: Notification  
**Attachments:** C.htm; image003.png; Health 26.8.20.pdf; Waste 26.8.20.pdf

Hi Mike

Below is Laurie' s acknowledgement of Assignment letters.

Thanks again.

Bill

From: Kozlovic, Laurie <laurie.kozlovic@veolia.com>  
Sent: Thursday, August 27, 2020 8:43 AM  
To: Bill Papas <bpapas@forumgroup.com.au<<mailto:bpapas@forumgroup.com.au>>>  
Subject: Fwd: Notification

Hi Bill

Received and acknowledged

Cheers

---

Laurie Kozlovic  
Chief Strategic Development & Innovation Officer  
Veolia Australia and New Zealand  
A: Level 4/65 Pirrama Road | Pyrmont |  
NSW<<https://www.google.com/maps/search/Level+4%2F65+Pirrama+Road+%7C+Pyrmont+%7C+NSW?entry=gmail&source=g>> |  
2009  
P: 08 8203 3649 | M: 0418 254246 | E: Laurie.Kozlovic@veolia.com<<mailto:Laurie.Kozlovic@veolia.com>>

----- Forwarded message -----

From: Bill Papas <bpapas@forumgroup.com.au<<mailto:bpapas@forumgroup.com.au>>>  
Date: Wed, 26 Aug 2020 at 4:04 pm  
Subject: Notification  
To: Laurie Kozlovic <laurie.kozlovic@veolia.com<<mailto:laurie.kozlovic@veolia.com>>>

Hi Laurie

Attached are the two Assignment Notification for Waste and Health TLA' s for August.

Would you please respond back acknowledging receipt of these along with the attachments (letters) back to me in your email.

Thanks

BP

Bill Papas. Chief Executive Officer

m. +61 411 336 305 t. +61 2 9002 4017 e. bpapas@forumgroup.com.au<<mailto:bpapas@forumgroup.com.au>>

Level 5, 141 Walker Street, North Sydney 2060 w. [www.forumgroup.com.au](http://www.forumgroup.com.au)<<http://www.forumgroup.com.au/>>

[<cid:image001.png@01D3A97A.84DE6CF0>]<<http://www.forumgroup.com.au/>>

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—  
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<http://www.mailguard.com.au>

*(See attached file: C.htm)(See attached file: image003.png)(See attached file: Health 26.8.20.pdf)(See attached file: Waste 26.8.20.pdf)*



**Barca, Emily M.**

---

**From:** bpapas@iugis.com  
**Sent:** Wednesday, September 30, 2020 1:59 PM  
**To:** michael\_timpany@au.smbc.co.jp  
**Cc:** acolbert@forumfinance.com.au  
**Subject:** FW: Notification acknowledgement  
**Attachments:** C.htm; image003.png; image002.png; image004.png; image005.png; image006.png; scan2020-09-30.pdf

Hi Mike

Thanks again for smooth process and below confirmation from CFO Preet Brar.

Cheers  
Bill

[\[cid:image002.png@01D69731.D5A3C5C0\]](#)

Bill Papas  
CEO

P +61 2 9002 4000  
Australia | New Zealand | United Kingdom | Greece | Germany | United Arab Emirates

iugis.com  
[\[cid:image004.png@01D69731.D5A3C5C0\]](#)

From: Brar, Preet <preet.brar@veolia.com>  
Sent: Wednesday, September 30, 2020 1:43 PM  
To: Bill Papas <bpapas@iugis.com>  
Subject: Re: Notification acknowledgement

Hi Bill  
I'm well but crazy dealing with budgets and planning now that Richard has arrived. Unfortunately no holidays until the end of the year.

LK sent me the copies of the agreement so no issue and I confirm receipt of the letter.

Kind regards  
Preet

Preet Brar | Chief Financial Officer | Veolia Australia and New Zealand

A: National Office | Level 4, 65 Pirrama Rd | Pyrmont | NSW |  
2009<<https://maps.google.com/?q=Office+%7C+Level+4,+65+Pirrama+Rd+%7C+Pyrmont+%7C+NSW+%7C+2009&entry=gmail&source=g>>

P: +61 (2) 8572 0331<tel:+61%202%208572%200331> | M: +61 (0) 408 268 651<tel:+61%20407%20069%20905> | E:  
preet.brar@veolia.com<<mailto:chris.godfrey@veolia.com>>

[<http://www.veolia.com/pics/Brand-bloc-EN.jpg>]<<http://www.veolia.com/>>

[<http://www.veolia.com/pics/facebook-icon-5mm.jpg>]<<https://www.facebook.com/VeoliaANZ/>>

[<http://www.veolia.com/pics/linkedin-icon-5mm.jpg>] <<https://www.linkedin.com/company/veolia-environnement-australia>> [<http://www.veolia.com/pics/twitter-icon-5mm.jpg>] <<https://twitter.com/VeoliaANZ>>

[<http://www.veolia.com/pics/youtube-icon-5mm.jpg>] <<https://www.youtube.com/user/VeoliaESAU>>

On Wed, 30 Sep. 2020 at 12:06PM, Bill Papas <[bpapas@iugis.com](mailto:bpapas@iugis.com)> wrote:

Hi Preet,

Hope you're well and maybe getting a small break with holidays this week.

In the absence of Laurie, the Agreement signed off last week on the Digestors, I have attached the Notice of Assignment for completion purposes.

Could you please reply to this email receipt of this Notice and the attachment back to me.

Thanks in advance,

Bill

[<cid:image005.png@01D69731.D5A3C5C0>]

Bill Papas

CEO

P +61 2 9002 4000

Australia | New Zealand | United Kingdom | Greece | Germany | United Arab Emirates

[iugis.com](http://iugis.com)

[<cid:image006.png@01D69731.D5A3C5C0>]

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*(See attached file: C.htm)(See attached file: image003.png)(See attached file: image002.png)(See attached file: image004.png)(See attached file: image005.png)(See attached file: image006.png)(See attached file: scan2020-09-30.pdf)*

## Barca, Emily M.

---

**From:** bpapas@iugis.com  
**Sent:** Wednesday, November 18, 2020 9:10 AM  
**To:** michael\_timpany@au.smbc.co.jp; acolbert@forumfinance.com.au  
**Subject:** FW: Agreement Notices  
**Attachments:** C.htm; image003.png; image008.png; image009.png; image010.png; image011.png; Forum Enviro - Fourth Notice of Assignment (Waste Management) (17.11.20) [EXECUTED].pdf; Forum Enviro - Fourth Notice of Assignment (Health Management) (17.11.20) [EXECUTED].pdf

Morning Mike/Alex  
Veolia confirmation below.

Thanks  
BP

[[cid:image008.png@01D6BD8A.95094EC0](#)]  
Bill Papas  
CEO

P +61 2 9002 4000  
Australia | New Zealand | United Kingdom | Greece | Germany | United Arab Emirates

iugis.com  
[[cid:image009.png@01D6BD8A.95094EC0](#)]

From: Brar, Preet <preet.brar@veolia.com<<mailto:preet.brar@veolia.com>>>  
Sent: Tuesday, November 17, 2020 9:43 PM  
To: Bill Papas <bpapas@iugis.com<<mailto:bpapas@iugis.com>>>  
Subject: Re: Agreement Notices

Hi Bill

No problem, received with thanks.

Kind regards  
Preet

Preet Brar | Chief Financial Officer | Veolia Australia and New Zealand  
A: National Office | Level 4, 65 Pirrama Rd | Pyrmont | NSW |  
2009<<https://maps.google.com/?q=Office+%7C+Level+4,+65+Pirrama+Rd+%7C+Pyrmont+%7C+NSW+%7C+2009&entry=gmail&source=g>>  
P: +61 (2) 8572 0331<tel:+61%202%208572%200331> | M: +61 (0) 408 268  
651<tel:+61%20407%20069%20905> | E:



preet.brar@veolia.com<<mailto:chris.godfrey@veolia.com>>

[<http://www.veolia.com/pics/Brand-bloc-EN.jpg>] <<http://www.veolia.com/>>  
[<http://www.veolia.com/pics/facebook-icon-5mm.jpg>] <<https://www.facebook.com/VeoliaANZ/>>  
[<http://www.veolia.com/pics/linkedin-icon-5mm.jpg>]  
<<https://www.linkedin.com/company/veolia-environnement-australia>>  
[<http://www.veolia.com/pics/twitter-icon-5mm.jpg>] <<https://twitter.com/VeoliaANZ>>  
[<http://www.veolia.com/pics/youtube-icon-5mm.jpg>]  
<<https://www.youtube.com/user/VeoliaESAU>>

From: Bill Papas <bpapas@iugis.com>  
Date: Tues, 17 Nov. 2020 at 2:34 pm  
Subject: Agreement Notices  
To: Preet Brar <preet.brar@veolia.com<<mailto:preet.brar@veolia.com>>>

Hi Preet,  
I have attached the Notices of Assignment for Waste and Health Agreements for November.  
For completion purposes, could you please reply to this email receipt of this Notices and  
the attachments back to me.  
Thanks in advance,  
Bill

[<cid:image010.png@01D6BD8A.95094EC0>]  
Bill Papas  
CEO

P +61 2 9002 4000  
Australia | New Zealand | United Kingdom | Greece | Germany | United Arab Emirates

iugis.com  
[<cid:image011.png@01D6BD8A.95094EC0>]

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*Enviro - Fourth Notice of Assignment (Waste Management) (17.11.20) [EXECUTED].pdf*(See attached file:  
*Forum Enviro - Fourth Notice of Assignment (Health Management) (17.11.20) [EXECUTED].pdf*)

**Barca, Emily M.**

---

**From:** bpapas@iugis.com  
**Sent:** Thursday, December 24, 2020 4:37 PM  
**To:** michael\_timpany@au.smbc.co.jp; acolbert@forumfinance.com.au  
**Subject:** FW: Notification acknowledgement  
**Attachments:** C.htm; image003.png; image001.png; image007.png; image008.png; image009.png; scan.pdf; scan.pdf

Hi Mike  
Just received from Preet.  
Nice way to close off and now finally take our break.

Merry Christmas to you all and thank you for all your support.  
See you all for a bigger, better and hopefully kinder 2021.

Cheers  
Bill

[\[cid:image001.png@01D6DA12.F8CE6270\]](#)  
Bill Papas  
CEO

P +61 2 9002 4000  
Australia | New Zealand | United Kingdom | Greece | Germany | United Arab Emirates

iugis.com  
[\[cid:image007.png@01D6DA12.F8CE6270\]](#)

From: Brar, Preet <preet.brar@veolia.com<<mailto:preet.brar@veolia.com>>>  
Sent: Thursday, December 24, 2020 4:23 PM  
To: Bill Papas <bpapas@iugis.com<<mailto:bpapas@iugis.com>>>  
Subject: Re: Notification acknowledgement

Hi Bill  
Received and acknowledged.

Have a Merry Christmas and my best wishes to you and your family.  
I think we need to celebrate the end of 2020! As we look forward to 2021.

Kind regards  
Preet

Preet Brar | Chief Financial Officer | Veolia Australia and New Zealand

A: National Office | Level 4, 65 Pirrama Rd | Pyrmont | NSW |  
2009<<https://maps.google.com/?q=Office+%7C+Level+4,+65+Pirrama+Rd+%7C+Pyrmont+%7C+NSW+%7C+2009&entry=gmail&source=g>>

P: +61 (2) 8572 0331<tel:+61%202%208572%200331> | M: +61 (0) 408 268 651<tel:+61%20407%20069%20905> | E:  
preet.brar@veolia.com<<mailto:chris.godfrey@veolia.com>>

[<http://www.veolia.com/pics/Brand-bloc-EN.jpg>]<<http://www.veolia.com/>>

[<http://www.veolia.com/pics/facebook-icon-5mm.jpg>]<<https://www.facebook.com/VeoliaANZ/>>  
[<http://www.veolia.com/pics/linkedin-icon-5mm.jpg>] <<https://www.linkedin.com/company/veolia-environnement-australia>> [<http://www.veolia.com/pics/twitter-icon-5mm.jpg>] <<https://twitter.com/VeoliaANZ>>  
[<http://www.veolia.com/pics/youtube-icon-5mm.jpg>] <<https://www.youtube.com/user/VeoliaESAU>>

On Wed, 23 Dec. 2020 at 8:45PM, Bill Papas <[bpapas@iugis.com](mailto:bpapas@iugis.com)<<mailto:bpapas@iugis.com>>> wrote:

Hi Preet,

Hope it's all nearly coming to a close.

I have attached the Notice of Assignment for completion purposes on the Waste and Health TLA's for December.

Could you please reply to this email receipt of this Notice and the attachment back to me.

Thanks in advance and Merry Christmas to you and your family. Enjoy the short break and look forward to seeing you in the new year.

Bill

[<cid:image008.png@01D6DA12.F8CE6270>]

Bill Papas  
CEO

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[<cid:image009.png@01D6DA12.F8CE6270>]



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**Barca, Emily M.**

---

**From:** bpapas@iugis.com  
**Sent:** Friday, February 5, 2021 3:59 PM  
**To:** michael\_timpany@au.smbc.co.jp  
**Cc:** acolbert@forumfinance.com.au  
**Subject:** FW: Notice of Assignment - Waste TLA  
**Attachments:** Forum Enviro - Notice of Assignment (Waste Management) (05.02.21).pdf

Hi Mike

Receipt of Notice from Preet below.  
Thanks again and have a good weekend.

Bill



**Bill Papas**  
CEO

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---

**From:** Brar, Preet <[preet.brar@veolia.com](mailto:preet.brar@veolia.com)>  
**Sent:** Friday, February 5, 2021 3:46 PM  
**To:** Bill Papas <bpapas@iugis.com>  
**Subject:** Re: Notice of Assignment – Waste TLA

Hi Bill,

Received and attached as requested.

Have a lovely weekend, kind regards,

Preet

**Preet Brar** | Chief Financial Officer | **Veolia Australia and New Zealand**  
A: National [Office](#) | [Level 4, 65 Pirrama Rd](#) | [Pyrmont](#) | [NSW](#) | [2009](#)  
P: [+61 \(2\) 8572 0331](#) | M: [+61 \(0\) 408 268 651](#) | E: [preet.brar@veolia.com](mailto:preet.brar@veolia.com)

*#Coronavirus Take care - Protect yourself in order to protect others*

On Fri, 5 Feb 2021 at 15:12, Bill Papas <[bpapas@iugis.com](mailto:bpapas@iugis.com)> wrote:

Hi Preet,

Attached is the Notice of Assignment for completion purposes on the Waste TLA we've done for February.

As part of our continuous process, could you please reply to this email as acknowledgement of receipt of this Notice and the attachment back to me.

Enjoy your weekend.

Thanks

Bill

**iugis**

**Bill Papas**  
CEO

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I



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**Barca, Emily M.**

---

**From:** bpapas@iugis.com  
**Sent:** Thursday, March 11, 2021 5:33 PM  
**To:** michael\_timpany@au.smbc.co.jp  
**Cc:** acolbert@forumfinance.com.au  
**Subject:** FW: Notices of Assignment  
**Attachments:** Notice of Assignment (Health Management) .pdf; Notice of Assignment (Waste Management).pdf

Hi Mike

Receipt of Notices from Preet.

Thank you again.

Regards  
Bill



**Bill Papas**  
CEO

P +61 2 9002 4000  
Australia | New Zealand | United Kingdom | Greece | Germany | United  
Arab Emirates

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---

**From:** Brar, Preet <[preet.brar@veolia.com](mailto:preet.brar@veolia.com)>  
**Sent:** Thursday, March 11, 2021 5:23 PM  
**To:** Bill Papas <[bpapas@iugis.com](mailto:bpapas@iugis.com)>  
**Subject:** Re: Notices of Assignment

Hi Bill,

Received and acknowledged.

Kind regards,

Preet

**Preet Brar** | Chief Financial Officer | **Veolia Australia and New Zealand**  
A: National [Office](#) | [Level 4, 65 Pirrama Rd](#) | [Pyrmont](#) | [NSW](#) | [2009](#)  
P: [+61 \(2\) 8572 0331](#) | M: [+61 \(0\) 408 268 651](#) | E: [preet.brar@veolia.com](mailto:preet.brar@veolia.com)

On Thursday, 11 March 2021 at 14:54, Bill Papas <[bpapas@iugis.com](mailto:bpapas@iugis.com)> wrote:

Hi Preet,

Attached are the Notices of Assignment for the Waste & Health TLA's we've done for March.

As part of our process for completeness, could you please reply to this email as acknowledgement of receipt of these Notices and forward the attachments back to me.

Thanks

Bill



**Bill Papas**  
CEO

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**Barca, Emily M.**

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**From:** bpapas@iugis.com  
**Sent:** Friday, April 23, 2021 7:23 AM  
**To:** michael\_timpany@au.smbc.co.jp  
**Cc:** acolbert@forumfinance.com.au  
**Subject:** FW: Notices of Assignment  
**Attachments:** Notice of Assignment (Health Management) (22.4.21).pdf; Notice of Assignment (Waste Management) (22.4.21).pdf

Hi Mike

Receipt of Notices from Preet at Veolia.

Thank you again for all your support.

Regards  
Bill



**Bill Papas**  
CEO

P +61 2 9002 4000  
Australia | New Zealand | United Kingdom | Greece | Germany | United  
Arab Emirates

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**From:** Brar, Preet <[preet.brar@veolia.com](mailto:preet.brar@veolia.com)>  
**Sent:** Thursday, April 22, 2021 8:55 PM  
**To:** Bill Papas <[bpapas@iugis.com](mailto:bpapas@iugis.com)>  
**Subject:** Re: Notices of Assignment

Hi Bill,  
Really nice time and thank you for the recommendation. Bistro Molines was amazing.

Notices received and re-attached as requested.

Kind regards,

Preet

**Preet Brar** | Chief Financial Officer | **Veolia Australia and New Zealand**



A: National [Office | Level 4, 65 Pirrama Rd | Pyrmont | NSW | 2009](#)  
P: [+61 \(2\) 8572 0331](#) | M: [+61 \(0\) 408 268 651](#) | E: [preet.brar@veolia.com](mailto:preet.brar@veolia.com)

*#Coronavirus Take care - Protect yourself in order to protect others*



On Thursday, 22 April 2021 at 15:41, Bill Papas <[bpapas@iugis.com](mailto:bpapas@iugis.com)> wrote:

Hi Preet,

Hope you're well and you enjoyed the Hunter.

Attached are the Notices of Assignment for the Waste & Health TLA's we've done for April.

As part of our process for completeness, could you please reply to this email as acknowledgement of receipt of these Notices and forward the attachments back to me.

Thanks

Bill



**Bill Papas**  
CEO

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Arab Emirates

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**Barca, Emily M.**

---

**From:** bpapas@iugis.com  
**Sent:** Wednesday, May 26, 2021 4:12 PM  
**To:** michael\_timpany@au.smbc.co.jp  
**Cc:** acolbert@forumfinance.com.au  
**Subject:** FW: Notice of Assignment  
**Attachments:** Notice of Assignment (Waste Management) (26.5.21).pdf

Hi Mike

Below is confirmation from Preet at Veolia.  
Thanks again

Bill



**Bill Papas**  
CEO

P +61 2 9002 4000

Australia | New Zealand | United Kingdom | Greece | Germany | United Arab Emirates

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---

**From:** Brar, Preet <[preet.brar@veolia.com](mailto:preet.brar@veolia.com)>  
**Sent:** Wednesday, May 26, 2021 3:50 PM  
**To:** Bill Papas <[bpapas@iugis.com](mailto:bpapas@iugis.com)>  
**Subject:** Re: Notice of Assignment

Hi Bill,

Notice received and attached as requested.

Kind regards,

Preet

**Preet Brar** | Chief Financial Officer | **Veolia Australia and New Zealand**  
A: National [Office](#) | [Level 4, 65 Pirrama Rd](#) | [Pyrmont](#) | [NSW](#) | [2009](#)  
P: [+61 \(2\) 8572 0331](#) | M: [+61 \(0\) 408 268 651](#) | E: [preet.brar@veolia.com](mailto:preet.brar@veolia.com)

*#Coronavirus Take care - Protect yourself in order to protect others*

On Wednesday, 26 May 2021 at 14:18, Bill Papas <[bpapas@iugis.com](mailto:bpapas@iugis.com)> wrote:

Hi Preet,

Attached is the Notice of Assignment for the Waste TLA we've done for May.

As part of our process for completeness, could you please reply to this email as acknowledgement of receipt of the Notice and forward the attachment back to me.

Thanks

Bill



**Bill Papas**  
CEO

P +61 2 9002 4000

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## Barca, Emily M.

---

**From:** BPapas@forumgroup.com.au  
**Sent:** Thursday, July 30, 2020 4:34 PM  
**To:** michael\_timpany@au.smbc.co.jp  
**Cc:** acolbert@forumfinance.com.au  
**Subject:** FW: Notification  
**Attachments:** C.htm; image001.png; image002.png; image003.png; scan\_jtustin\_2020-07-30-12-19-42.pdf; scan\_jtustin\_2020-07-30-12-19-12.pdf

Hi Mike

Below is the confirmation from Laurie of receipt of our notification of assignment.

Thanks again  
Bill

Bill Papas. Chief Executive Officer  
m. +61 411 336 305 t. +61 2 9002 4017 e. bpapas@forumgroup.com.au<<mailto:bpapas@forumgroup.com.au>>  
Level 5, 141 Walker Street, North Sydney 2060 w. [www.forumgroup.com.au](http://www.forumgroup.com.au)<<http://www.forumgroup.com.au>>

[<cid:image001.png@01D3A97A.84DE6CF0>]<<http://www.forumgroup.com.au>>

From: Kozlovic, Laurie <laurie.kozlovic@veolia.com<<mailto:laurie.kozlovic@veolia.com>>>  
Sent: Thursday, 30 July 2020 3:22 PM  
To: Bill Papas <bpapas@forumgroup.com.au<<mailto:bpapas@forumgroup.com.au>>>  
Subject: RE: Notification

All Good Bill, got it.....

Call me at some stage re NZ  
Thanks

LK

Laurie Kozlovic  
Chief Strategic Development & Innovation Officer  
Veolia Australia and New Zealand  
A: Level 4/65 Pirrama Road | Pyrmont | NSW | 2009  
P: 08 8203 3649 | M: 0418 254 246 | E: Laurie.Kozlovic@veolia.com<<mailto:Laurie.Kozlovic@veolia.com>>

From: Bill Papas <bpapas@forumgroup.com.au<<mailto:bpapas@forumgroup.com.au>>>  
Sent: Thursday, July 30, 2020 1:53 PM  
To: Kozlovic, Laurie <laurie.kozlovic@veolia.com<<mailto:laurie.kozlovic@veolia.com>>>  
Subject: Notification

Hi Laurie

Attached are the assignment notifications relating to Waste and Health TLA' s that we executed on the 23rd July 2020.

Could you please reply acknowledging receipt of this email.

Thanks  
Bill

Bill Papas. Chief Executive Officer  
m. +61 411 336 305 t. +61 2 9002 4017 e. bpapas@forumgroup.com.au<<mailto:bpapas@forumgroup.com.au>>  
Level 5, 141 Walker Street, North Sydney 2060 w. [www.forumgroup.com.au](http://www.forumgroup.com.au)<<http://www.forumgroup.com.au>>

[[cid:image001.png@01D3A97A.84DE6CF0](#)] <<http://www.forumgroup.com.au/>>

From: Jade Tustin <jtustin@forumgroup.com.au<<mailto:jtustin@forumgroup.com.au>>>  
Sent: Thursday, July 30, 2020 12:53 PM  
To: Bill Papas <BPapas@forumgroup.com.au<<mailto:BPapas@forumgroup.com.au>>>  
Subject: NOA Waste & Health

Jade Tustin. Executive Assistant to Bill Papas [signature\_1387398149] <<https://www.linkedin.com/in/susanna-phillips-7529ab49>>

t. +61 2 9002 4083 m. +61 404 720 114 e. jtustin@forumgroup.com.au<<mailto:jtustin@forumgroup.com.au>>  
Level 5, 141 Walker Street, North Sydney NSW 2060 w. [www.forumgroup.com.au](http://www.forumgroup.com.au)<<http://www.forumgroup.com.au>>

[A picture containing sitting Description automatically generated] <<https://forumgroup.com.au/>>

From: scan@foumgroup.com.au<<mailto:scan@foumgroup.com.au>>  
<scan@foumgroup.com.au<<mailto:scan@foumgroup.com.au>>>  
Sent: Thursday, 30 July 2020 12:40 PM  
To: Jade Tustin <jtustin@forumgroup.com.au<<mailto:jtustin@forumgroup.com.au>>>  
Subject: Your scan (Me)

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## Shanahan, Lucy J.

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**From:** michael\_timpany@au.smbc.co.jp  
**Sent:** Wednesday, 7 July 2021 5:30 PM  
**To:** preet.brar@veolia.com; jane.sandilands@veolia.com; arthur.legrand1@veolia.com  
**Cc:** andrew\_dick@au.smbc.co.jp; john\_gilroy@au.smbc.co.jp; raymond\_ng@au.smbc.co.jp; mark\_rutherford@gb.smbcgroup.com  
**Subject:** RE: Forum-Veolia agreements (email 3 of 4)\*\*\*\*\*  
**Attachments:** Draw 5 - Health TLA Dec 2020.pdf; Draw 7 - Health TLA Mar 2021.pdf; Draw 8 - Heath TLA Apr 2021.pdf; Draw 1 - Health TLA Jul 2020.pdf; Draw 2 - Health TLA Aug 2020.pdf; Draw 4 - Health TLA Nov 2020.pdf; Draw 7 - Health TLA Mar 2021.pdf

Dear All – resending email 3 of 4 with replacement “Draw 8 – Health TLA Apr 21” now also attached...

Kind regards,  
Mike

### Michael Timpany

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** Michael Timpany/SYD/SMBC  
**Sent:** Wednesday, July 7, 2021 3:31 PM  
**To:** 'Brar, Preet' <[preet.brar@veolia.com](mailto:preet.brar@veolia.com)>; 'Sandilands, Jane' <[jane.sandilands@veolia.com](mailto:jane.sandilands@veolia.com)>; 'Legrand, Arthur' <[arthur.legrand1@veolia.com](mailto:arthur.legrand1@veolia.com)>  
**Cc:** Andrew Dick/SYD/SMBC <[andrew\\_dick@au.smbc.co.jp](mailto:andrew_dick@au.smbc.co.jp)>; John Gilroy/SYD/SMBC <[john\\_gilroy@au.smbc.co.jp](mailto:john_gilroy@au.smbc.co.jp)>; Raymond Ng/SYD/SMBC <[raymond\\_ng@au.smbc.co.jp](mailto:raymond_ng@au.smbc.co.jp)>; Mark Rutherford/LF/GB/SMBC <[mark\\_rutherford@gb.smbcgroup.com](mailto:mark_rutherford@gb.smbcgroup.com)>  
**Subject:** RE: Forum-Veolia agreements (email 3 of 4)\*\*\*\*\*

Kind regards,  
Mike

### Michael Timpany

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** Michael Timpany/SYD/SMBC  
**Sent:** Wednesday, July 7, 2021 3:30 PM  
**To:** 'Brar, Preet' <[preet.brar@veolia.com](mailto:preet.brar@veolia.com)>; 'Sandilands, Jane' <[jane.sandilands@veolia.com](mailto:jane.sandilands@veolia.com)>; 'Legrand, Arthur' <[arthur.legrand1@veolia.com](mailto:arthur.legrand1@veolia.com)>  
**Cc:** Andrew Dick/SYD/SMBC <[andrew\\_dick@au.smbc.co.jp](mailto:andrew_dick@au.smbc.co.jp)>; John Gilroy/SYD/SMBC <[john\\_gilroy@au.smbc.co.jp](mailto:john_gilroy@au.smbc.co.jp)>; Raymond Ng/SYD/SMBC <[raymond\\_ng@au.smbc.co.jp](mailto:raymond_ng@au.smbc.co.jp)>; Mark Rutherford/LF/GB/SMBC <[mark\\_rutherford@gb.smbcgroup.com](mailto:mark_rutherford@gb.smbcgroup.com)>  
**Subject:** RE: Forum-Veolia agreements (email 2 of 4)\*\*\*\*\*

Kind regards,  
Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** Michael Timpany/SYD/SMBC

**Sent:** Wednesday, July 7, 2021 3:29 PM

**To:** 'Brar, Preet' <[preet.brar@veolia.com](mailto:preet.brar@veolia.com)>; Sandilands, Jane <[jane.sandilands@veolia.com](mailto:jane.sandilands@veolia.com)>; Legrand, Arthur <[arthur.legrand1@veolia.com](mailto:arthur.legrand1@veolia.com)>

**Cc:** Andrew Dick/SYD/SMBC <[andrew\\_dick@au.smbc.co.jp](mailto:andrew_dick@au.smbc.co.jp)>; John Gilroy/SYD/SMBC <[john\\_gilroy@au.smbc.co.jp](mailto:john_gilroy@au.smbc.co.jp)>; Raymond Ng/SYD/SMBC <[raymond\\_ng@au.smbc.co.jp](mailto:raymond_ng@au.smbc.co.jp)>; Mark Rutherford/LF/GB/SMBC <[mark\\_rutherford@gb.smbcgroup.com](mailto:mark_rutherford@gb.smbcgroup.com)>

**Subject:** Forum-Veolia agreements (email 1 of 4)\*\*\*\*\*

Hi Preet, Jane and Arthur

Thank you for your call with our team on Monday 5 July 2021.

We would appreciate your urgent confirmation on the validity of the following contracts and email communications between Veolia Environmental Services (Australia) Pty Ltd and Forum Enviro (Aust) Pty Ltd set out in the table and **attached**. Due to size, please note that the attachments will be provided in four separate emails.

Please note that SMBC Leasing and Finance, Inc. Sydney Branch is considering its position in relation to this matter. Accordingly, SMBC Leasing and Finance, Inc. Sydney Branch reserves all of its rights in relation to the relevant transactions.

Agreement Date	Status	Agreement Name	Agreement Reference No:	Email No:
<b>Master Agreements between Forum and Veolia</b>				
23-Jul-20	Master Agreement	Master Technology Licence Agreement Waste Management	FEA-VEO 00101W	1
23-Jul-20	Master Agreement	Master Technology Licence Agreement Health Management	FEA-VEO 0010H	1
6-Nov-20	Master Agreement	Authorised Officer Certificate (Veolia) - signed by Preet Brar and Marc Churchin		1
<b>Waste Management TLA's between Forum and Veolia</b>				
23-Jul-20	1st draw	TLA Schedule - Waste Management	FEA-VEO 00101W-01	2
18-Aug-20	2nd draw	TLA Schedule - Waste Management	FEA-VEO 00101W-02	2
23-Sep-20	3rd draw	TLA Schedule - Waste Management	FEA-VEO 00101W-03	2
6-Nov-20	4th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-04	2
17-Dec-20	5th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-05	2
25-Jan-21	6th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-06	2
1-Mar-21	7th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-07	2
13-Apr-21	8th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-08	2
18-May-21	9th draw	TLA Schedule - Waste Management	FEA-VEO 00101W-09	2
<b>Health Management TLA's between Forum and Veolia</b>				
23-Jul-20	1st draw	TLA Schedule - Health Management	FEA-VEO 0010H-01	3
18-Aug-20	2nd draw	TLA Schedule - Health Management	FEA-VEO 0010H-02	3
N/A	3rd draw	N/A		
6-Nov-20	4th draw	TLA Schedule - Health Management	FEA-VEO 0010H-04	3
17-Dec-20	5th draw	TLA Schedule - Health Management	FEA-VEO 0010H-05	3
N/A	6th draw	N/A		
1-Mar-21	7th draw	TLA Schedule - Health Management	FEA-VEO 0010H-06	3
13-Apr-21	8th draw	TLA Schedule - Health Management	FEA-VEO 0010H-08	3
	9th draw	N/A		
<b>Notices of Assigment issued to Veolia by Forum, including Veolia confirmation of receipt</b>				
30-Jul-20	1st draw	Email correspondence between Bill Papas (Forum) and Laurie Kozlovic (Veolia), and attached 2 x NOAs		4
27-Aug-21	2nd draw	Email correspondence between Bill Papas (Forum) and Laurie Kozlovic (Veolia), and attached 2 x NOAs		4
30-Sep-20	3rd draw	Email correspondence between Bill Papas (forum) and Preet Brar (Veolia)and attached 1 x NOA		4
17-Nov-20	4th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
24-Dec-20	5th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
5-Feb-21	6th draw	Email correspondence between Bill Papas (forum) and Preet Brar (Veolia)and attached 1 x NOA		4
11-Mar-21	7th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
22-Apr-21	8th draw	Email correspondence between Bill Papas (Forum) and Preet Brar (Veolia), and attached 2 x NOAs		4
26-May-21	9th draw	Email correspondence between Bill Papas (forum) and Preet Brar (Veolia)and attached 1 x NOA		4

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch

Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000

Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)



# Master Technology Licence Agreement Health Management

## Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA - VEO 001 00H - 01

### Tax Invoice

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

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

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd

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

Address Level 4, Pirrama Road Pyrmont Sydney NSW Postcode 2009

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

Contact Name Laurie Kozlovic Telephone \_\_\_\_\_

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

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

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

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

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

### EXECUTED as an agreement

#### Customer's Signature

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

Name Laurie Kozlovic Title COO Signature [Signature]

Witness Signature [Signature] Print Name Bill Papas Date 23.7.20

#### Acceptance

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

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

Authorised Officer Bill Papas

Signature [Signature] Date of Acceptance 23/7/20



[illegible]

**Customer's Signature**

Signed for and on behalf of:

**Veolia Environmental Services (Australia) Pty Ltd**

ABN:

20 051 316 584

Signature:

Name of Signatory:

**LAURIE KOZLOVIC**

Title of Signatory:

COO

Date:

23/7/20



## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 23rd July 2020

## Products

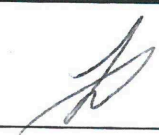

As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☐ Health ☒

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

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

## Signed by Customer

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



# Master Technology Licence Agreement

## Annexure – Form of TLA Schedule

## Health Management

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

TLA Schedule No. FEA-VEO 00100H-02

### Tax Invoice

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

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

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd

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

Address Level 4, Pirrama Road Pyrmont Sydney NSW Postcode 2009

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

Contact Name Laurie Kozlovic Telephone \_\_\_\_\_

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

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

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

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

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

### EXECUTED as an agreement

#### Customer's Signature

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

Name Laurie Kozlovic Title COO Signature \_\_\_\_\_

Witness Signature [Signature] Print Name Basile Papadimitriou Date 18/08/20

### Acceptance

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

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

Authorised Officer Basile Papadimitriou

Signature [Signature] Date of Acceptance 18/8/20





## Equipment

[illegible]

## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date Tuesday 18th August, 2020


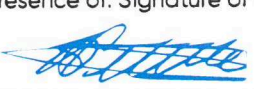
## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☐ Health ☒

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

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

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





# Master Technology Licence Agreement Health Management

## Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA-VEO 0010OH-04

### Tax Invoice

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

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

### Customer Details

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

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

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

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

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

### EXECUTED as an agreement

#### Customer's Signature

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

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

#### Acceptance

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

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

Authorised Officer Basile Papadimitriou

Signature [Signature] Date of Acceptance 6/11/20



THIS AGREEMENT is made this 1st day of November 2010 between the undersigned parties of the first part and the undersigned party of the second part.

**Part I: Parties**

1. The parties to this Agreement are the Customer, as defined in the Schedule, and the Licensor, as defined in the Schedule. The parties have agreed to enter into this Agreement for the purpose of granting the Customer a license to use the Software, as defined in the Schedule, on the terms and conditions set out in this Agreement.

**Part II: Definitions**

2. The following definitions shall apply for the purposes of this Agreement:

- Customer:** The party or parties who are licensed to use the Software.
- Licensor:** The party or parties who grant the license to the Customer.
- Software:** The computer program and any associated documentation, data, and materials.
- License:** The right to use the Software on the terms and conditions set out in this Agreement.
- Agreement:** This document, including the Schedule, which sets out the terms and conditions of the license.

**Part III: License and Payment**

3. The Licensor grants to the Customer a non-exclusive, non-transferable license to use the Software on the terms and conditions set out in this Agreement. The Customer shall pay the Licensor the fee set out in the Schedule for the use of the Software.

**Part IV: General Provisions**

4. This Agreement shall be governed by the law of the jurisdiction in which the Licensor is domiciled. The parties agree to submit to the jurisdiction of the courts of that jurisdiction for the resolution of any disputes arising out of or in connection with this Agreement.

**Part V: Signatures**

5. The parties have executed this Agreement as a true and correct expression of their intentions and have signed it in the presence of the witnesses.

Customer's Signature: \_\_\_\_\_  
 Licensor's Signature: \_\_\_\_\_

6. This Agreement is made in duplicate, one copy of which shall be retained by the Customer and the other by the Licensor. Both copies shall be deemed to be true and correct copies of the original.







## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 6th November 2020



## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☐ Health ☒

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

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

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







# Master Technology Licence Agreement Health Management

## Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA-VEO 00100H-05

### Tax Invoice

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

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

### Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd

Trading Name \_\_\_\_\_

Address Level 4, 65 Pirrama Road Pyrmont Sydney NSW

ABN 20 051 316 584

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

Postcode 2009

Contact Name Gurpreet Brar

Postcode \_\_\_\_\_

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

Telephone \_\_\_\_\_

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

### Commencement, Term and Payments

Commencement Date 1st January 2021

Term 60

Billing Period ☒ Monthly

Usage Charge (ex GST) \$ 32,000 . 00

+ GST \$ 3,200 . 00

Total \$ 35,200 . 00

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

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

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

### EXECUTED as an agreement

#### Customer's Signature

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

Name Gurpreet Brar

Title \_\_\_\_\_

CFO

Signature [Signature]

Witness Signature [Signature]

Print Name \_\_\_\_\_

Basile Papadimitriou

Date \_\_\_\_\_

17/12/20

#### Acceptance

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

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

Authorised Officer Basile Papadimitriou

Signature [Signature]

Date of Acceptance 17/12/20



[illegible]

## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 17th December 2020

## Products



As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☐ Health ☒

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

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

## Signed by Customer

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





# Master Technology Licence Agreement

## Health Management

### Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA-VEO 00100H-06

#### Tax Invoice

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

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

#### Customer Details

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

#### Commencement, Term and Payments

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

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

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

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

#### EXECUTED as an agreement

##### Customer's Signature

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

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

##### Acceptance

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

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

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





[illegible]

## Supplier Details

Customer Name Forum Enviro (Aust) Pty Ltd

Trading Name \_\_\_\_\_ ABN 78 607 484 364

Address Level 4, 141 Walker Street North Sydney Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd

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

Address Level 4, Pirrama Road, Pyrmont SYDNEY Postcode 2009

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 1st March 2021


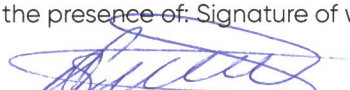
## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☐ Health ☒

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

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

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

# Master Technology Licence Agreement

## Health Management

### Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA-VEO 00100H-06

#### Tax Invoice

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

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

#### Customer Details

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

#### Commencement, Term and Payments

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

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

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

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

#### EXECUTED as an agreement

##### Customer's Signature

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

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

##### Acceptance

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

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

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





[illegible]



## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 1st March 2021


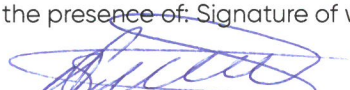
## Products

As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☐ Health ☒

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

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

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

# Master Technology Licence Agreement

## Health Management

### Annexure – Form of TLA Schedule

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

TLA Schedule No. FEA-VEO 00100H-07

#### Tax Invoice

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

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

#### Customer Details

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

Equipment Description Refer to Equipment Annexure

Location of Equipment Refer to Equipment Annexure

#### Commencement, Term and Payments

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

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

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

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

#### EXECUTED as an agreement

##### Customer's Signature

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

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

##### Acceptance

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

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

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



1

## Supplier Details

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

## Customer Details

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

## TLA Schedule

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

## Date of Acceptance of Delivery

Date 13th April 2021

## Products


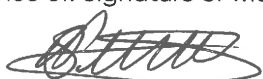
As described in the Equipment Annexure of the TLA Schedule.

Waste Management ☐ Health ☒

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

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

## Signed by Customer

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





**Shanahan, Lucy J.**

---

**From:** preet.brar@veolia.com  
**Sent:** Thursday, 8 July 2021 2:30 PM  
**To:** jane.sandilands@veolia.com  
**Cc:** michael\_timpany@au.smbc.co.jp; arthur.legrand1@veolia.com;  
andrew\_dick@au.smbc.co.jp; john\_gilroy@au.smbc.co.jp; raymond\_ng@au.smbc.co.jp;  
mark\_rutherford@gb.smbcgroup.com  
**Subject:** Re: Forum-Veolia agreements (email 2 of 4)\*\*\*\*\*  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi all

I can confirm that I have not signed these documents and neither did I approve the use of my electronic signature to execute these documents. Kindly also note that not only is the signature not mine but also this is first time I have seen these documents.

I can also confirm that I did not send any of those e-mails (as per the pdf copy of e-mails shared in your e-mail 4 of 4). I have cross checked them against my mailbox and calendar. Also please find some additional information regarding two of the e-mails:

1. E-mail purported to be sent on Sep 30, 2020 => I was holidaying with my family in Red Head (30 mins north of Forster). I was out on the beach with the kids for most of the day.
2. E-mail purported to be sent on Dec 24, 2020 => I was driving as we left Sydney to spend Christmas with some friends at a farm near Goulburn. I had no connectivity whatsoever while at the farm and the e-mail has a time stamp of 5.36pm.

These e-mails have been fabricated.

Kind regards  
Preet

On Wed, 7 Jul 2021 at 17:02, Sandilands, Jane <[jane.sandilands@veolia.com](mailto:jane.sandilands@veolia.com)> wrote:  
Dear Michael

Thank you for sending all of this through.

By way of next steps, I propose:

- once Preet has had the time to check all of the attachments, she will confirm, by return email, the validity or lack thereof of her signature and the emails. We have gone over quite a few of the documents and emails attached to your emails since you sent them and the ones we have looked at so far are forged
- please note that Laurie Kozlovic is no longer with Veolia. His email address is [kozlovic@woolworths.com.au](mailto:kozlovic@woolworths.com.au).
- Veolia leases approx 10 Surfacide units from Iugis, and I have asked our COO - Waste to provide me the serial numbers that correspond to those units, which I will then share with you.

Kind regards  
Jane

**Jane Sandilands**  
Chief Legal Officer  
**Veolia Australia & New Zealand**

**#Coronavirus** Take care - Protect yourself in order to protect others

off.: +61 2 8571 0137 / mob.: +61 407 012 863  
Level 4, 65 Pirrama Road / Pyrmont / NSW 2009 Australia  
[www.veolia.com/anz](http://www.veolia.com/anz)

Resourcing the world   
   

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Le mer. 7 juil. 2021 à 15:33, <[michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)> a écrit :

Kind regards,

Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch

Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000

Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

---

**From:** Michael Timpany/SYD/SMBC

**Sent:** Wednesday, July 7, 2021 3:29 PM

**To:** 'Brar, Preet' <[preet.brar@veolia.com](mailto:preet.brar@veolia.com)>; Sandilands, Jane <[jane.sandilands@veolia.com](mailto:jane.sandilands@veolia.com)>; Legrand, Arthur <[arthur.legrand1@veolia.com](mailto:arthur.legrand1@veolia.com)>

**Cc:** Andrew Dick/SYD/SMBC <[andrew\\_dick@au.smbc.co.jp](mailto:andrew_dick@au.smbc.co.jp)>; John Gilroy/SYD/SMBC

**Shanahan, Lucy J.**

---

**From:** michael\_timpany@au.smbc.co.jp  
**Sent:** Thursday, 8 July 2021 2:38 PM  
**To:** preet.brar@veolia.com; jane.sandilands@veolia.com; arthur.legrand1@veolia.com  
**Cc:** andrew\_dick@au.smbc.co.jp; john\_gilroy@au.smbc.co.jp; raymond\_ng@au.smbc.co.jp; mark\_rutherford@gb.smbcgroup.com; grant\_williams@au.smbc.co.jp  
**Subject:** Forum-Veolia 2018 agreements\*\*\*\*\*  
**Attachments:** 3. TLA - Waste 3 Sept 18.PDF; 4. TLA - Waste 9 Oct 18.pdf; 5. TLA - Waste 16 Nov 18.pdf; 1. TLA - Waste 26 Jul 18 (July commencement).pdf; 2. TLA - Waste 26 Jul 18 (Aug commencement).pdf

Dear Preet, Jane and Arthur

Further to our email from yesterday, we would appreciate your urgent confirmation on the validity of the following additional contracts between Veolia Environmental Services (Australia) Pty Ltd and Forum Enviro (Aust) Pty Ltd set out in the table and **attached**.

Please note that SMBC Leasing and Finance, Inc. Sydney Branch is considering its position in relation to this matter. Accordingly, SMBC Leasing and Finance, Inc. Sydney Branch reserves all of its rights in relation to the relevant transactions.

Agreement Date	Commencement Date	Description	Agreement Name
<b>Waste Management TLA's between Forum and Veolia</b>			
26-Jul-18	3-Jul-18	1st draw	Technology Licence Agreement - Waste Management
26-Jul-18	3-Aug-18	1st draw	Technology Licence Agreement - Waste Management
3-Sep-18	1-Sep-18	2nd draw	Technology Licence Agreement - Waste Management
9-Oct-18	1-Oct-18	3rd draw	Technology Licence Agreement - Waste Management
16-Nov-18	1-Dec-18	4th draw	Technology Licence Agreement - Waste Management

Kind regards,  
Mike

**Michael Timpany**  
SMBC Leasing and Finance, Inc. Sydney Branch  
Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000  
Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

**Shanahan, Lucy J.**

---

**From:** preet.brar@veolia.com  
**Sent:** Thursday, 8 July 2021 3:01 PM  
**To:** michael\_timpany@au.smbc.co.jp  
**Cc:** jane.sandilands@veolia.com; arthur.legrand1@veolia.com;  
andrew\_dick@au.smbc.co.jp; john\_gilroy@au.smbc.co.jp; raymond\_ng@au.smbc.co.jp;  
mark\_rutherford@gb.smbcgroup.com; grant\_williams@au.smbc.co.jp  
**Subject:** Re: Forum-Veolia 2018 agreements\*\*\*\*\*  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi all

I can confirm that I have not signed these documents and neither did I approve the use of my electronic signature to execute these documents.

Kind regards  
Preet

On Thu, 8 Jul 2021 at 14:39, <[michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)> wrote:

Dear Preet, Jane and Arthur

Further to our email from yesterday, we would appreciate your urgent confirmation on the validity of the following additional contracts between Veolia Environmental Services (Australia) Pty Ltd and Forum Enviro (Aust) Pty Ltd set out in the table and **attached**.

Please note that SMBC Leasing and Finance, Inc. Sydney Branch is considering its position in relation to this matter. Accordingly, SMBC Leasing and Finance, Inc. Sydney Branch reserves all of its rights in relation to the relevant transactions.

Agreement Date	Commencement Date	Description	Agreement Name
<i>Waste Management TLA's between Forum and Veolia</i>			
26-Jul-18	5-Jul-18	1st draw	Technology Licence Agreement - Waste Manager
26-Jul-18	5-Aug-18	1st draw	Technology Licence Agreement - Waste Manager
3-Sep-18	1-Sep-18	2nd draw	Technology Licence Agreement - Waste Manager
9-Oct-18	1-Oct-18	3rd draw	Technology Licence Agreement - Waste Manager
16-Nov-18	1-Dec-18	4th draw	Technology Licence Agreement - Waste Manager



Kind regards,

Mike

**Michael Timpany**

SMBC Leasing and Finance, Inc. Sydney Branch

Level 40, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000

Tel: +61 2 9376 1714 | Mob: +61 424 627 724 | e-mail: [michael\\_timpany@au.smbc.co.jp](mailto:michael_timpany@au.smbc.co.jp)

\* \* \* \* \*

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