

Measured Solutions

DIRECT DEBIT REQUEST SERVICE AGREEMENT

This Agreement sets out your rights and responsibilities when making payments by direct debit.

Our Commitment to You

- We will debit your nominated account in accordance with your Direct Debit Request.
- We will give you at least 14 days notice if we need to change your direct debit arrangements.
- We will keep all information relating to your nominated account confidential, except where required for the purposes of processing Direct Debits with your financial institution, or in connection with claims made on us relating to an alleged incorrect debit.

Your Commitment to Us

- Please ensure that direct debits can be made from your nominated account as direct debiting is not available on all accounts. If you are uncertain about this, please check with the financial institution where your account is held.
- Please check your nominated account details against a recent statement before completing the Direct Debit Request.
- Please ensure that there are sufficient funds available in the nominated account to allow payments to be made in accordance with your Direct Debit Request.
- You need to let us know as soon as possible if the nominated account is transferred or closed or your account details change.
- If your direct debit arrangements are cancelled for any reason, you need to arrange an alternative method of making the repayment.
- Please ensure that all account holders for the nominated account sign the Direct Debit Request.

Can you Change The Direct Debit Repayment Arrangements?

- You need to give us 7 days notice before your next payment date for any of the following:
 - stopping an individual repayment.
 - deferring a repayment.
 - suspending future repayments.
 - cancelling the repayments completely; or
 - altering the repayment amount.

You can make all of these changes by calling us on 1300 362 800. You may also stop an individual repayment or cancel your Direct Debit Request by contacting the financial institution where your nominated account is held.

Other Information

- If your due date for a payment falls on a weekend or a national public holiday, we will automatically debit your nominated account on either the preceding business day or the next business day. If you are uncertain as to when a debit will be processed from your nominated account, please check with the financial institution where your nominated account is held.
- If your financial institution cannot withdraw the nominated amount from your account (for example, there's not enough money in your account), they may dishonour the withdrawal. Please check the Terms and Conditions of your finance contract to see whether dishonour fees apply. We reserve the right to cancel the direct debit arrangements if three consecutive drawings are dishonoured by your financial institution and to arrange with you an alternative payment method.
- If you believe there has been an error in debiting your nominated account, please contact us as soon as possible on 1300 362 800.

DIRECT DEBIT REQUEST

I/We request BOQ Asset Finance & Leasing Pty Ltd User ID 184960 and/or another User, until further notice in writing, to debit to my/our account described in the Schedule any amounts which the User may debit or charge me/us through the Direct Debit System.

I/We understand and acknowledge that:

1. The Financial Institution may in its absolute discretion determine the order of priority payment by it of any amounts pursuant to this request or any authority, or mandate.
2. The Financial Institution may in its absolute discretion at any time by notice in writing to me/us terminate this request as to future debits.
3. The User may, by prior arrangement and advice to me/us, vary the amount or frequency of future debits.

NAME OF ACCOUNT	
ACCOUNT NUMBER	
BANK	BSB NUMBER
CLIENT SIGNATURE 1	DATE
CLIENT SIGNATURE 2	DATE

Please note: The first instalment and any applicable fees may be debited from your account on the day of settlement. Alternatively please provide a cheque with the documentation for this first payment.

PRIVACY ACT AUTHORISATION

This form is issued by **BOQ Asset Finance & Leasing Pty Ltd ABN 79 074 206 634 (BOQF)** as the credit provider or as agent for a third party credit provider. Where BOQF is acting as agent, all references to BOQF herein include a reference to its principal credit provider.

Application. I acknowledge and agree that the information provided by me in connection with this application for credit (Facility) is true and correct and I have disclosed to BOQF all matters that are material to enable BOQF to assess my creditworthiness.

Protection of my privacy and personal information. By completing this form and my/our application for the Facility or to be a guarantor I acknowledge that I am or will be providing personal information to BOQF about myself. BOQF may also collect personal information about me in the course of my dealings with BOQF. As well as collecting personal information from me directly, BOQF may collect personal information from any applicant(s)/borrower(s) on the Facility (if not me), public sources, information brokers, other credit providers, introducers and third parties such as those described in this Privacy Act Authorisation (e.g. under 'Authority to disclose information'). Some of the personal information BOQF collects about me is collected as required or authorised by laws such as the National Consumer Credit Protection Act (2009) (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the Personal Property Securities Act 2009 (Cth).

I acknowledge that this personal information and any other personal information BOQF collects about me (Personal Information) (whether directly from me or through a credit reporting body or other third party) may be collected, used and disclosed by BOQF for purposes including:

- (a) to enable it to assess the application for the Facility, or to be a guarantor in relation to the Facility;
- (b) to review the Facility on a periodic basis or in connection with changes (e.g. credit limit), as though assessing a new application at that time;
- (c) to verify my identity and complete anti-money laundering and counter terrorism checks as required by law;
- (d) for the subsequent administration of the Facility (including portfolio analysis, security, risk management, collecting overdue repayments and complying with BOQF's obligations at law);
- (e) to enable it to undertake planning, product development, data mining or research;
- (f) to produce its own assessments and ratings in respect of my credit worthiness;
- (g) in connection with any potential or actual acquisition of an interest in the BOQF group; and
- (h) for the investigation and prevention of crime, fraud and illegal conduct.

I acknowledge that not providing the Personal Information may result in my application being rejected.

In some cases, sensitive information may be collected for specific purposes (for example, information regarding my health to enable the assessment of a hardship relief application). The references in this Privacy Act Authorisation to Personal Information include sensitive information such as my medical and health related details, and I agree that BOQF may exchange such information with other parties listed in this Privacy Act Authorisation for the purpose of assessing or processing such applications and may seek further information from any medical attendant consulted by me.

If I provide Personal Information about any other person, I will first ensure each such person has seen this Privacy Act Authorisation and has understood its contents, and has separately agreed to their Personal Information being collected, used and disclosed by BOQF in the same way and in the same manner – to the extent permitted by law – that my Personal Information may be collected, used and disclosed in accordance with this Privacy Act Authorisation.

Acknowledgement and authority that information may be given to a credit reporting body. I acknowledge and agree that BOQF may give information about me to a credit reporting body to obtain a consumer credit report about me and/or to allow the credit reporting body to create or maintain a credit information file containing information about me.

This information may include, when permitted by law:

- permitted identity particulars – my name, gender, address (and my previous two addresses), date of birth, name of employer and driver's licence number;
- application for credit – the fact that I have applied for credit and the amount and type of credit and the credit limit; and
- if my application is successful: the fact that BOQF is a credit provider to me; the start and end dates of my credit; information about repayments which are overdue (or no longer overdue); other repayment history information; certain terms and conditions relating to my credit; information that, in the opinion of BOQF, I have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with my credit obligations as are set out in the relevant contract for credit); information about court judgments against me; publicly available information relevant to my credit worthiness; and certain insolvency information from the National Personal Insolvency Index.

This information may be given before, during or after the provision of the Facility.

Authority to disclose information. In addition to disclosing my Personal Information to a credit reporting body, I understand and agree that my Personal Information may also be disclosed, to the extent permitted by law, to:

- other financial institutions and credit providers for purposes including (i) assessing my application(s) for credit; (ii) notifying other credit providers of defaults; (iii) exchanging information about my credit status where I have obtained credit from BOQF or another credit provider; (iv) assessing my credit worthiness at any time during or after the life of my credit arrangement; and (v) any other purpose authorised by law;
- BOQF's subsidiaries, related bodies corporate and other members of the BOQF group which entities are located outside Australia;
- its funders, agents, credit managers and related service providers who assist BOQF in the management and administration of my/our application and the Facility;
- agents and service providers of BOQF or any of the persons referred to above (including without limitation organisations providing debt collection, mailing house, legal, accounting, business and financial consulting, loan management, archival, auditing, banking, marketing, advertising, delivery, recruitment, customer contact, information technology, research, utility, valuation, insurance (including credit insurance), data processing, data analysis, investigation or security services);
- anyone who introduces me to BOQF (such as a finance broker);
- partner organisations, including professional associations, organisations providing benefits to BOQF clients and suppliers of products or services requested by me but not provided by BOQF;
- organisations providing processing and other support functions to BOQF;
- other persons (if any) authorised to operate the Facility;
- other entities to whom BOQF is by law required to provide information about me (for example law enforcement authorities and Government authorities including tax authorities);
- government registries (such as the Personal Property Securities Register);
- relevant dispute resolution schemes;
- any guarantor or potential guarantor for the Facility (including for the purpose of determining if that person wishes to act as a guarantor);
- my executor, administrator, trustee, guardian or attorney;
- my agents and any person acting on my behalf (e.g. broker, accountant, and financial or legal advisers);
- my next of kin, rating agencies, insurers, any entity concerned with the supply or manufacture of assets to me/applicant, valuers and debt collection agencies;
- any suppliers or dealers of items the subject of the application for the Facility; and
- other entities that are authorised by me.

Some of the third parties to whom my Personal Information may be disclosed may be located in South Africa, United Kingdom, Ireland, USA, Mauritius, Hong Kong, Switzerland, India, Philippines, Malaysia, Austria, Brazil, Canada, China, Denmark, France, Germany, Indonesia, Ireland, Japan, Luxembourg, Malaysia, Netherlands, New Zealand, Russia, Singapore, South Korea, Spain, Taiwan, Thailand, United Arab Emirates and other countries. BOQF is required to comply with certain provisions of the Privacy Act to protect my privacy in relation to these disclosures. While these third parties outside Australia will often be subject to privacy and confidentiality obligations, I acknowledge that: (a) they may not always comply with those obligations or those obligations may differ from Australian privacy laws; (b) BOQF will not be accountable for the third party under the Privacy Act; (c) I may not be able to seek redress under the Privacy Act; and (d) the third party may be subject to foreign laws which might compel further disclosures of Personal Information (e.g. to government authorities).

PRIVACY ACT AUTHORISATION (Continued)

Authority for BOQF to obtain certain credit information. To enable BOQF to assess my application for credit, or to review any existing credit given by BOQF, I authorise BOQF to obtain:

- a credit report from a credit reporting body containing Personal Information or commercial information about me in relation to credit provided to me; and
- information about my commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person.

Authority to provide information for funding purposes: I authorise the disclosure of any Personal Information about me to another person (including without limitation, any trustee, servicer, credit enhancer, funder, ratings agency) in connection with any funding of BOQF's business or any transactions including by means of an arrangement involving securitisation. Those other persons may use my Personal Information for the purposes of assessing my application for the Facility or to be a guarantor, and if the application is approved, for the purposes of administering and doing all matters in connection with the credit provided or the guarantee. I acknowledge that a reference to BOQF in this declaration is also a reference to such other person, and that such other person may disclose my Personal Information to any person or use my Personal Information for any purpose that BOQF is permitted to under this Privacy Act Authorisation.

Authority for BOQF to confirm application details. I authorise BOQF to contact my current or past employers, my accountant, my bank in respect of credit transfers, referees, landlord, real estate agent, financial advisor, broker and/or solicitors to verify the details contained in this application form, or to obtain related information including copies of my financial statements in respect of my business, taxation returns or evidence of income. I acknowledge that BOQF may request that I produce evidence of my assets, liabilities and income for verification purposes.

Authority to exchange information with agents. I authorise BOQF to exchange information concerning my financial affairs with any person acting on my behalf, including my agent, accountant, financial advisor, solicitor or broker, provided that the information relates to my personal credit worthiness (including a credit report). Except as otherwise provided in this application form or permitted by law, BOQF will only give the information to a person authorised in writing by me to seek access to that information.

Marketing. Unless I opt out on this application, I consent to BOQF using and sharing information about me with its related corporations and any third parties involved in the introduction or referral of this application (including any dealers or suppliers of items the subject of my application) to contact me on an ongoing basis by any means including telephone, email and other electronic message, to provide me information about products and services which BOQF thinks might be of interest to me, including offers of banking products and services, and assets similar to those the subject of this application. I acknowledge that I have the option to contact BOQF at any time if I no longer wish to receive such information, by contacting BOQF's Privacy Officer via any of the methods set out below.

Tick this box if you do not consent to BOQF using and disclosing your Personal Information for the purposes of marketing described immediately above.

Notifications. I also acknowledge that BOQF may send me Short Messaging Service (SMSs) for any purpose related to my/our application or Facility, if approved. I acknowledge that BOQF will send these SMSs to any mobile phone number it has on record for me and that I need to contact BOQF if I want to nominate a different mobile number to be used. I consent and agree that: (a) BOQF may give me notices or documents by electronic communication, including by sending the notice or document to the email address provided with my application or the last email address I have otherwise notified; (b) if a notice or document is so given, it will be taken to be given at the time when the notice or document has entered my information system; (c) where a notice or document requires acceptance of the information contained therein, such an intention can be met electronically with the utilisation of an electronic signature; (c) paper notices and documents may no longer be given to me; (d) electronic communications should be regularly checked for notices and documents; and (e) my consent to the giving of notices and documents by electronic communication may be withdrawn by me at any time.

Recording. I acknowledge that BOQF may keep records of communications including emails and telephone calls for purposes including training and verification.

Further information. If I have any questions, concerns or feedback about privacy, I may contact BOQF's Privacy Officer at GPO Box 2539, Sydney NSW 2001; privacy@equipmentfinance.com.au; or by calling 1300 362 800.

Where I raise any concerns that BOQF has interfered with my privacy, BOQF will respond to let me know who will be handling my matter and when I can expect a further response.

I understand that I can access BOQF's Privacy Policy via www.boqfinance.com.au or on request. The Privacy Policy contains further details about how BOQF handles Personal Information and credit reporting information, and matters such as website privacy, credit reporting bodies used and my access, correction and complaint rights in relation to BOQF and those credit reporting bodies.

BUSINESS PURPOSE DECLARATION - To be completed by all borrowers who are Individuals (including sole traders, partners & trustees)

I/We declare that the goods the subject of the finance agreement are to be used wholly or predominately for business purposes.

IMPORTANT:

You should **only** sign this declaration if the goods are being used wholly or predominately for business purposes. By signing this declaration you may **lose** your protection under the National Credit Code.

INDIVIDUAL / PARTNER	SIGNATURE	
NAME	DATE	
WITNESS SIGNATURE		
WITNESS NAME	DATE	

INDIVIDUAL / PARTNER	SIGNATURE	
NAME	DATE	
WITNESS SIGNATURE		
WITNESS NAME	DATE	

MEASURED SOLUTIONS SCHEDULE & TAX INVOICE

This will be a tax invoice for GST purposes when your offer is accepted by us and will be deemed to be issued on the Commencement Date.

OUR Ref.

AGREEMENT No.

CLIENT DETAILS

Company

Partnership

Sole Trader/Self Employed

Other

This Agreement is between **BOQ Asset Finance & Leasing Pty Ltd** ABN 79 074 206 634 ("us"), and

CLIENT LEGAL NAME ("You")

TRADING AS

BUSINESS ADDRESS

ABN

ACN

NATURE OF BUSINESS

WEBSITE www.

No. OF STAFF

Yrs ESTABLISHED

CLIENT CONTACT

PHONE

FAX

EMAIL

AUTHORITY TO CONTACT ACCOUNTANT FOR FINANCIAL INFORMATION? YES NO

ACCOUNTANT NAME

ACCOUNTANT TEL

DESCRIPTION OF GOODS / EQUIPMENT

See Annexure attached , or as described below

LOCATION OF GOODS (Location)

TERM OF RENTAL & INSTALMENTS

Minimum Term: ____ Billing Periods

Commencement Date: ____

Auto-Balancing: Yes / No

Unit Type	Agreed Minimum Volume	Cost per Unit (Ex. GST)	GST per Unit	Cost per Unit (Inc. GST)
Black & White				
Colour				
Billing Period	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly		

ACCEPTANCE OF TERMS & CONDITIONS

By signing the Schedule, the Client to this agreement acknowledges they have received, read and understood the Terms and Conditions Document No. MS06/2014

By executing this Schedule and giving it to us, You;

- offer to rent from us the above Goods on the terms set out in the Terms & Conditions (Document No. MS06/2014) and as set out in this Schedule, and
- acknowledge having read, understood and agreed to the Privacy Act Authorisation terms attached.

INSTRUCTIONS:

- Unless we instruct otherwise, you may choose to sign this agreement using any one of the methods specified in Option 1, Option 2 or Option 3.
- Both boxes for your chosen option must be ticked and you must ensure all necessary signatures are provided for that option.

SIGNATURE 1

NAME & TITLE

SIGNATURE 2

NAME & TITLE

OPTION 1

Signature 1: Director

Signature 2: Director or Company Secretary

OPTION 2

Signature 1: Sole Director who is also the sole Company Secretary

Signature 2: Witness

OPTION 3

Signature 1: Authorised Signatory

Signature 2: Witness

Each signatory warrants that they are authorised by the Client to enter into this agreement and that they are executing this document in full accordance with all of the Client's applicable constitutional documents and policies.

OFFICE USE ONLY

Accepted by our authorised representative on behalf of BOQ Asset Finance & Leasing Pty Limited. We may accept this Schedule by signing below or by purchasing the above Goods without signing this Schedule.

REPRESENTATIVE

SIGNATURE

DATE

DETAILS OF INDIVIDUALS / GUARANTORS – Must be completed by Individuals, Partners and Guarantors

INDIVIDUAL / PARTNER / GUARANTOR

NAME (Corporate Guarantors please provide ABN)	
RESIDENTIAL ADDRESS (Corporate Guarantors please provide company address)	HOME / PROPERTY DETAILS OWN (NO MORTGAGE) <input type="checkbox"/> MKT VALUE BUYING (MORTGAGE) <input type="checkbox"/> MORTGAGE RENTING <input type="checkbox"/>
DRIVERS LICENSE NUMBER	D.O.B

INDIVIDUAL / PARTNER / GUARANTOR

NAME (Corporate Guarantors please provide ABN)	
RESIDENTIAL ADDRESS (Corporate Guarantors please provide company address)	HOME / PROPERTY DETAILS OWN (NO MORTGAGE) <input type="checkbox"/> MKT VALUE BUYING (MORTGAGE) <input type="checkbox"/> MORTGAGE RENTING <input type="checkbox"/>
DRIVERS LICENSE NUMBER	D.O.B

GUARANTEE & INDEMNITY TERMS

This deed is made between each Guarantor (“You”) and BOQ Asset Finance & Leasing Pty Limited (“Us”) on the date upon which that Guarantor executes this deed.

In this deed: (a) Facility Agreement means the agreement between Us and the Client attached to this deed; (b) Client means the party described as the client in the schedule to the Facility Agreement; and (c) the singular includes the plural and vice versa.

1. In consideration of Our entering into the Facility Agreement with the Client, You unconditionally and irrevocably guarantee to Us:
 - a. the punctual performance of all of the Client’s obligations under the Facility Agreement, and the payment by the Client to Us of all moneys at any time actually or contingently owing to Us by the Client either alone or jointly or severally under the Facility Agreement (the “Guaranteed Moneys”); and
 - b. the payment of any loss, costs or damages We incur (including legal costs on a full indemnity basis) arising from any breach or termination of the Facility Agreement.
2. If the Client defaults in payment of the Guaranteed Moneys, You must pay those moneys on demand to us.
3. Your obligations under this guarantee and indemnity are principal obligations. This guarantee is in addition to any other rights which We may have.
4. Your obligations under this guarantee and indemnity are joint and several with every other person who gives a guarantee or indemnity to Us in respect of the Client’s obligations under the Facility Agreement.
5. This is a continuing guarantee. Your liability is absolute and unconditional and is not affected by anything which, but for this provision, might operate to relieve You of Your obligations, including, without limitation;
 - a. Any arrangement which increases the Guaranteed Moneys, grants any extension of time, waiver or release, or varies any terms or conditions, made or given between any of Us, the Client, You and anyone else;
6. We are not obliged to take any action against any person or under any security prior to claiming from You. We are under no obligation to marshal or appropriate in favour of You.
7. Until the Guaranteed Moneys have been paid in full; You may not exercise any right of subrogation to Us or exercise any rights as surety in competition with Us and, if the Client is wound up, We may prove for all moneys which You may have paid under this guarantee and indemnity and need not apply, in discharge of the Guaranteed Moneys, any moneys which We received.
8. You unconditionally and irrevocably indemnify Us on demand against any loss, costs or damages which We may suffer because any part of the Guaranteed Moneys is not recoverable from the Client or from any guarantor.
9. You enter into this guarantee and indemnity in Your personal capacity and not as trustee of any trust or settlement.
10. You warrant and represent:
 - a. having received, read and understood the schedule and terms which together comprise the Facility Agreement; and
 - b. that this guarantee is given for Your benefit.
- b. The bankruptcy, winding up, liquidation or becoming insolvent under administration of, or appointment of an administrator to You, the Client or any other person’s;
- c. The fact that any other person fails to become bound or ceases to be bound as surety in respect of the Guaranteed Moneys; and/or
- d. Any failure by Us to give notice, or any other omission, delay or mistake on the part of Us.

Executed as a deed: signed sealed and delivered by each guarantor

GUARANTOR SIGNATURE	
SIGNATURE OF WITNESS	DATE
WITNESS NAME	

GUARANTOR SIGNATURE	
SIGNATURE OF WITNESS	DATE
WITNESS NAME	

IMPORTANT: By executing this Guarantee and Indemnity you affirm that the information provided above is true and correct, and that you have read, understood and agree to the terms of the Privacy Act Authorisation attached.

These terms are used by BOQ Asset Finance & Leasing Pty Ltd ABN 79 074 206 634 ("we" or "us") for Measured Solutions (MS) Agreements.

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, capitalised terms have the following meaning or the meaning given to them in the Schedule:

Agreement means an agreement pursuant to these terms and conditions under which we will provide you with Equipment, it comprises a Schedule signed by you and accepted by us and these Terms and Conditions.

Actual Volume means, in respect of a Billing Period, the aggregate number of Units (for any given type of Unit) recorded in respect of all items of Equipment.

Agreed Minimum Volume means, in respect of a Billing Period, the Agreed Minimum Volume (for any given type of Unit) set out in the Schedule.

Authorised Signatory means each director and secretary of the client named in the Schedule, and any person whom you advise us in writing from time to time is duly authorised to execute Schedules and enter into Agreements on your behalf.

Billing Period means each billing period set out on the Schedule.

Commencement Date means the date set out in the Schedule or, if none is set out, the date you take delivery of the Equipment.

Cost per Unit means the charge per Unit (for each type of Unit) for each item of Equipment as set out in the Schedule.

Default Event means any of the events described in clause 12.

Discount Rate means the rate which is 6% less than the implicit interest rate used by us to calculate Instalments under this Agreement.

Equipment means the equipment described in the Schedule and includes any accessories at any time supplied with or attached to the equipment and all replacements of any part of the equipment.

Guarantor means each person who has guaranteed your obligations under this Agreement and includes each of the Guarantors described in the Schedule.

Instalment means, in respect of a Billing Period, the aggregate of each Cost per Unit recorded for an item of Equipment, multiplied by the greater of: (a) the Agreed Minimum Volume for that type of Unit; and (b) the Actual Volume for that type of Unit.

Interim Period means, in the event that the Commencement Date is not the first day of the Billing Period, the period between those two days.

Market Value means the then market value of the Equipment assuming it to be in good working order (fair wear and tear excepted) as determined by us or a person nominated by us.

Meter Reading means information specifying the Units recorded in respect of an item of Equipment.

Payment Day means the last day of each Billing Period.

PPS Law means:

- (a) the Personal Property Securities Act 2009 (Cth) ("PPS Act") and the regulations made under that Act as amended from time to time; and
- (b) any amendment made to any other legislation as a consequence of the PPS Act, including, without limitation, amendments to the Corporations Act.

Prepaid Volume means the Agreed Minimum Volume less the Actual Volume, where the Actual Volume is less than the Agreed Minimum Volume.

Recoverable Amount means, in respect of an item of Equipment, the total of the following:

- (a) all Instalments and other amounts then due but not yet paid in relation to that item;
- (b) the unpaid balance of the Instalments owing but not yet payable under the Agreement (excluding the portion which according to our records relates to the Services), calculated by discounting (at the Discount Rate) each Instalment from the date that instalment would have been due to the date the Recoverable Amount is payable;
- (c) any costs incurred by us in terminating or replacing any funding arrangements entered into by us in connection with the purchase of any Equipment; plus
- (d) any amounts payable under clause 3.8(c) or 3.8(e).

Schedule means a schedule in such form as we may give you, which if completed in accordance with these Terms and Conditions will form an Agreement.

Security Interest means:

- (a) a security interest under the PPS Act;
- (b) any other mortgage, pledge, lien or charge; and
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

Service Charges means any fees or charges associated with the provision of Services under a Supply Agreement.

Service Provider means a party who supplies Services pursuant to a Supply Agreement.

Services means any maintenance, support or other services provided in connection with the Equipment or Services Only Equipment.

Supply Agreement means an agreement between you and the Service Provider for the provision of Services.

Term means the period from the Commencement Date until either (a) the last day of the Volume Term; or (b) the last day of the last Billing Period, whichever occurs first.

Total Agreed Volume means the Agreed Volume set out in the Schedule, in respect of a type of Unit.

Unit means one use of an item of Equipment, as measured by a meter in that device (whether physical or electronic) and includes, as applicable, any; print, copy, scan, page transmitted and/or received. An item of Equipment may record more than one type of Unit (such as for black & white or colour printing).

Volume Term means the last day of the Billing Period in which, for each and every type of Unit specified in the Schedule, the aggregate of all Units recorded since the Commencement Date equals or exceeds the Agreed Volume.

you or your means, jointly and severally, each and every person named as a client in the Schedule.

2. OWNERSHIP OF EQUIPMENT, DELIVERY

2.1 You are only a bailee of the Equipment. The Equipment is and will remain our property.

2.2 You acknowledge that this Agreement creates a Security Interest in the Equipment and is granted by you to secure the performance of all of your obligations under this Agreement. The security interest created by this Agreement attaches or otherwise takes effect immediately upon you obtaining possession of the Equipment and extends not only to the Equipment but also to all and any proceeds arising from any dealings with the Equipment.

2.3 Where you have requested that we provide Services (pursuant to a Supply Agreement) in respect of any Service Only Equipment, you represent that you have the right to allow us to provide those Services.

3. PAYMENTS

3.1 You must pay all the Instalments due as specified in this Agreement.

3.2 At the end of each Billing Period, or at any time requested by us, you must notify us of the Meter Readings. You must allow us access to the Equipment in order to obtain the Meter Readings.

3.3 If you have requested that we apply Prepaid Volume to future Instalments (by nominating Auto-Balancing on the Schedule), then, in respect of each type of Unit, where the Actual Volume for a Billing Period exceeds the Agreed Minimum Volume we will deduct from the Actual Volume any Prepaid Volume before calculating the relevant portion of each Instalment.

3.4 If, for any reason, a Meter Reading is not received in respect of an item of Equipment for any Billing Period as required under clause 3.2, we may estimate the Units for the Billing Period for that item of Equipment and issue an invoice based on that estimate.

3.5 When the actual Meter Reading is received in respect of any estimate made under clause 3.4, an adjustment may be made to the charges in the subsequent Billing Period.

3.6 If Meter Readings are not received when required under clause 3.2 on at least 3 occasions, you must allow us access to the Equipment so that we may install our own software for automatically obtaining Meter Readings, and you acknowledge that, from that time onwards, we may use that software as the source of all Meter Readings.

3.7 In addition to the Instalments, you must pay to us on demand for any Interim Period in respect of each item of Equipment, calculated by dividing the relevant Instalment by the number of days in a Billing Period and multiplying that amount by the number of days in the Interim Period. Payment of this additional amount does not alter your liability to pay any other Instalments.

3.8 In addition to the Instalments you must also pay to us on demand:

- (a) interest on all overdue moneys at a rate which is 2% per year above our cost of funding the overdue amount (unpaid interest will be compounded monthly);
- (b) any expense, fees or costs (including legal expenses and outgoings) we incur in enforcing or protecting our rights under this Agreement and any moneys we may pay to make good any failure by you to observe this Agreement;
- (c) any GST payable in respect of any taxable supplies made to you by us along with all stamp duties and other duties, fees, goods and services or like taxes and imposts payable to any Government or semi Government body in respect of or arising as a result of this Agreement or the Equipment referred to in this Agreement;
- (d) any reasonable fee which we may request for the provision of any additional services or information you request from us (including for acting on any request from you to assign or vary of this Agreement); and
- (e) for any additional costs or liabilities which we incur in relation to this Agreement including any which result from new or varied taxes, duties, levies or legislation.

3.9 You authorise us to debit your account for any moneys due under this clause 3 at the time charged.

3.10 If an estimate of the stamp duty or any goods and services or like taxes payable has been included in the Instalments, that estimate does not limit your obligations under this Agreement should additional duties be payable;

3.11 You must pay all amounts due under this Agreement in full, without withholding, deduction or set-off for any reason (including but not limited to destruction, damage, theft, loss, breakdown or defect in the Equipment (including any software) or any counterclaim, or other right you may have against us or any other person).

4. USE OF EQUIPMENT

4.1 You must:

- (a) keep the Equipment in good working condition (reasonable wear and tear excepted) and under your control;
- (b) use the Equipment in accordance with the manufacturer's instructions and recommendations;
- (c) notify us immediately in writing of any loss or damage to the Equipment;
- (d) produce the Equipment for inspection when requested by us and allow us and our representatives at all reasonable times to enter into any premises where the Equipment is located to exercise any of our rights under this Agreement;
- (e) keep the Equipment secure from theft and damage; and
- (f) do anything necessary to give effect to this Agreement.

4.2 You must not:

- (a) alter the Equipment or any identifying number or mark without our written consent;
- (b) sell, dispose of or encumber the Equipment or assign or purport to assign your rights under this Agreement;
- (c) affix the Equipment to any land or allow it to become an accession to any other goods; or
- (d) remove the Equipment from the Location set out in the Schedule without our written consent.

5. SERVICES

5.1 The provision of Services, including any obligations or liability in respect thereof is not governed by this Agreement, it is governed by the relevant Supply Agreement.

5.2 Notwithstanding clause 5.1, unless otherwise agreed, the Instalments include all Service Charges.

5.3 To the extent that the Instalments include any Service Charges you agree that:

- (a) the Service Charges have been included in the calculation of the Instalments;
- (b) the Service Charges will be paid to the Service Provider (acting only in its own capacity) pursuant to the relevant Supply Agreement;
- (c) we have no obligations or liability with respect to any Services under this Agreement and you must seek any redress in respect of Services under the relevant Supply Agreement;
- (d) your obligations under this Agreement including your obligations to pay the Instalments are not affected by the failure of the Service Provider to perform the Services or meet its obligations under the Supply Agreement;
- (e) if any Supply Agreement is terminated and we are notified of that termination, then going forward the Instalments will be reduced by the amount of the applicable Service Charges as determined by us; and
- (f) if for any reason there is an early termination of this Agreement it is a matter for you to obtain from the Service Provider any amount which we have paid to them for Services which have not been provided as at the time of termination.

6. INSURANCE

6.1 You must:

- (a) insure the Equipment for its full replacement value during the Term against such risks as we require (including loss, theft, destruction, confiscation or damage), with an insurer approved by us, and noting our rights and interests;
- (b) take out and maintain insurance against public risk liability for bodily injury or damage to property in relation to the Equipment and its use for an amount which is appropriate given the nature of the Equipment and your business; and
- (c) not do or permit to be done anything which might prejudice or invalidate any such insurance policy.

7. INDEMNITY

7.1 You must indemnify us on demand against any claims or costs of any kind arising out of or in connection with the ownership, use or operation or possession of the Equipment and for any action taken by us under or in relation to the PPS Act, including any registration, or any response to an amendment notice or demand or any request under the PPS Act.

7.2 You indemnify us on demand against, and must therefore pay us for, any liability, loss (including loss of profit), costs, charges or expenses (including legal expenses on a full indemnity basis) arising from or incurred in connection with any failure to comply with this Agreement including by exercising or attempting to exercise any right or remedy

under this Agreement, or with a representation or warranty in clause 9 proving to be incorrect.

7.3 Each indemnity is a continuing obligation, separate and independent from your other obligations and will continue after this Agreement ends or is terminated, and it is not necessary for us to incur an expense or cost or make a payment before we enforce a right of indemnity.

8. EXCLUSION OF LIABILITY

8.1 To the full extent permitted by law:

- (a) we exclude all express or implied terms, conditions and warranties other than those set out in this Agreement, and will not be liable for any loss or injury to any person, or any damage to, or loss or destruction of, property, arising from the possession, control, operation or use of the Equipment;
- (b) our liability in connection with this Agreement or any Equipment (including for breach of a condition or warranty implied or stipulated into this Agreement by law) is limited (at our option) to either replacing the relevant Equipment with the same or similar Equipment, or paying the cost of replacing the relevant Equipment; or repairing the relevant Equipment or paying for its repair; and

(c) our liability in damages in connection with this Agreement shall not include any loss or damage suffered by you which does not arise as a direct result of a breach of this Agreement by us.

Notwithstanding this clause 8.1, nothing in this Agreement is intended to exclude, restrict or modify any of our obligations if that obligation cannot be lawfully excluded.

9. WARRANTIES AND ACKNOWLEDGEMENTS

9.1 You warrant to us that:

- (a) you are hiring the Equipment wholly or mainly for the purpose of a business carried on by you;
- (b) before signing this Agreement, you have satisfied yourself that the Equipment complies with its description, is in good condition and working order and is suitable for the purpose for which you require it; and
- (c) all information you have provided to us is correct and not misleading.

9.2 You acknowledge that:

- (a) we make no express or implied warranties or representations regarding the Equipment and its use, or any software included in the Equipment (including our title or ability to grant rights to you for that software) other than those expressly set out in this Agreement;
- (b) your rights to receive or have the benefit of the warranties, Services or software are separate from this Agreement and found only in your arrangements with the supplier of warranties, Services or software;
- (c) no party is authorised to make any representation, statement or undertaking on our behalf in connection with this Agreement or the Equipment, and we make no representation as to the effect on you of entering into this Agreement; and
- (d) any statements or arrangements made by or on behalf of us prior to the date of this Agreement and not included herein are of no effect.

10. LOSS OR DESTRUCTION

10.1 If any item of Equipment is lost, stolen, compulsorily acquired or damaged such that in our opinion it is impractical or uneconomic to repair (**Loss Event**) then, in respect of that item, you must pay to us the Recoverable Amount plus the Market Value, upon receipt of which this Agreement will terminate with regard to that item (but not with regard to any other item included in the Agreement) and you will be entitled to our interest in that terminated item. We will recalculate the Instalments payable under the Agreement for the remaining Equipment with effect from the date of any such termination.

10.2 If a Loss Event is covered by insurance then we are entitled to receive the amounts payable by the insurer in this respect, which we may, at our discretion, apply towards the amount payable under clause 10.1. If you receive those amounts then you hold them in trust for us. We will credit you with any insurance proceeds received by us over and above the amount payable under clause 10.1.

11. TERM, CONTINUATION AND VARIATIONS

11.1 This agreement commences on the Commencement Date.

11.2 The term of this Agreement will extend beyond the expiry of the Term on the same terms and conditions herein and you must continue to pay Instalments on each Payment Day until and unless:

- (a) either party gives 90 days prior written notice of termination expiring on or after expiry of the Term; and
- (b) at the end of the Term or at the expiry of the 90 day notice period (as relevant), you deliver the Equipment, in good condition, as we may direct and in accordance with clause 13.1.

11.3 By executing and sending to us a variation request in a form approved by us, you may offer to add items of Equipment, return items of Equipment, vary the Instalments, or otherwise amend this Agreement.

11.4 If a variation request is accepted by us (which will be at our absolute discretion and must be in writing) then this Agreement will be varied as set out in the variation request and, except to the extent set out in the variation request, the terms set out in this Agreement will continue to apply.

12. DEFAULT

- 12.1 Each of the following is a Default Event under this Agreement:
- (a) you fail to pay any amount payable under this Agreement when due;
 - (b) you do not comply with any other obligation under this Agreement and that failure is not rectified within 14 days after we give you notice to do so;
 - (c) any insurance proposal made by you in respect of the Equipment is declined or any insurance policy in relation to the Equipment is cancelled;
 - (d) any statement by you in connection with this Agreement is untrue or misleading in a material respect or you have omitted to disclose any material information relevant to this Agreement;
 - (e) an event occurs which in our reasonable opinion is likely to have a material adverse effect on your ability to comply with this Agreement;
 - (f) if any of the following occurs in respect of you or a Guarantor:
 - (i) being an individual, you commit an act of bankruptcy, die or are sentenced to imprisonment;
 - (ii) being a corporation, an application order or resolution is made or passed or other action taken for your winding up or an administrator or liquidator is appointed to you or you are deemed to be insolvent; or
 - (iii) being a partnership, the partnership is dissolved or an application is made to a court for dissolution of the partnership;
 - (g) a receiver or a receiver and manager is appointed to, or a mortgagee takes possession of, all or any part of your assets;
 - (h) you make any composition arrangement or compromise with or any assignment for the benefit of your creditors or a class of them;
 - (i) you cease to have the benefit of an ASIC class-order guarantee or similar intercompany guarantee which existed at the time you entered into this Agreement;
 - (j) distress or execution is levied or threatened against the Equipment or the Equipment is lawfully seized or impounded;
 - (k) you cease or threaten to cease to carry on business or are unable to pay your debts as and when they fall due; and
 - (l) if you assign or deal with the Equipment in any way.

12.2 If a Default Event occurs we may, at our option, and without limiting any other remedy available to us,

- (a) seek to enforce your obligations under this Agreement; and/or
- (b) terminate this Agreement by notice to the you, and in either case we may also take action against you to recover damages for breach of this Agreement.

12.3 If this Agreement is terminated under clause 12.2 you must pay to us by way of liquidated damages:

- (a) the Recoverable Amount in respect of all Equipment;
- (b) if the Equipment is not returned to us within 7 days of termination, the Market Value of the Equipment;
- (c) any stamp duty or goods and services tax or similar tax payable in respect of the foregoing;
- (d) any costs and expenses incurred by us in repossessing the Equipment and making any repairs or reconditioning necessary to bring it to the condition in which you are required to return it;
- (e) interest in accordance with clause 3.8(a); and
- (f) any other amounts due and payable under this Agreement.

12.4 A certificate signed by our officer as to any or all of the amounts described in clause 12.3 will be prima facie evidence thereof.

13. OBLIGATIONS AT END OF TERM

- 13.1 At the end of the Term or any earlier termination of this Agreement, you must immediately return the Equipment in good working order and condition (fair wear and tear excepted) along with all related documentation.
- 13.2 If the Equipment is returned to us but not in accordance with clause 13.1, you must pay us the difference between the value of the returned Equipment and the Market Value.
- 13.3 If you do not return the Equipment as and when you are supposed to you must pay us an amount equal to 1 day's proportion of an Instalment for each day until the Equipment is returned to us in accordance with clause 13.1.

14. NOTICES

- 14.1 Any notice required to be served under the Agreement will be deemed to have been properly served if left at or sent by prepaid post to the last known address, sent by facsimile to the last notified facsimile number, or emailed to the last notified email address of the receiving party.
- 14.2 Any notice sent by post will be taken to have been received 3 days after the date of posting. Any facsimile or email will be taken to have been received when the transmitting machine records that a successful transmission has been made.
- 14.3 You must advise us as soon as practicable if you change your address, facsimile number or email address.

15. PERSONAL PROPERTY SECURITIES ACT

- 15.1 This clause has effect despite any other provision of this Agreement. A term defined in the PPS Law has the same meaning when used in this clause
- 15.2 You agree:
- (a) that this Agreement creates a Security Interest in the Equipment and in any Proceeds arising from dealing with the Equipment;
 - (b) to not create or register, or allow a third party to create or register, a Security Interest in the Equipment without our express written consent;
 - (c) that we need not comply with any provision of the PPS Act that the parties may contract out of in relation to the Equipment or the Security Interest; and
 - (d) to take any action, obtain any consents, produce any documents or do any other thing as reasonably required by us in order to:
 - (i) ensure that this Agreement or any Security Interest arising under this Agreement is enforceable;
 - (ii) register, protect, perfect, record or better secure our position in respect of this Agreement under PPS Law;
 - (iii) preserve our priority position as contemplated by this Agreement; or
 - (iv) overcome any defect or adverse effect arising from the PPS Law.

15.3 You consent that:

- (a) we may register our Security Interest on the PPSR in any manner we consider appropriate;
- (b) unless the obligation to do so cannot be lawfully excluded, we are not obliged to give any notice or statement or to provide copies of any documents required under the PPS Law (including notice of a verification statement); and,
- (c) we may take all such steps as we consider advisable to register, protect, perfect, record, or better secure our position or any Security Interest in respect of this Agreement under the PPS Law.

15.4 The parties agree not to disclose any information of the kind described in section 275(1) of the PPS Act without the other party's consent, unless:

- (a) any of the things specified in section 275(7)(b) to (e) of the PPS Act occurs;
- (b) disclosure is required by law or regulation; or
- (c) disclosure is required by an assignee or undisclosed principal.

15.5 You agree to reimburse us on demand for any costs which we incur relating to the registration, perfection or enforcement of our Security Interest in the Equipment and any proceeds, and that anything which you must do under this clause 15 is at your expense.

16. MISCELLANEOUS

- 16.1 You acknowledge our role in this transaction may have been that of a financial intermediary and we may receive commission, brokerage or similar fees which are recovered as part of the Instalments.
- 16.2 Where you have entered into this Agreement as trustee of a trust ("Trust"), whether or not that fact is disclosed to us, you undertake that:
- (a) you enter into this Agreement for a proper purpose of the Trust;
 - (b) you have the power and authority under the terms of the Trust to enter in to this Agreement; and
 - (c) you have the right to be fully indemnified from the assets of the Trust, in priority to any beneficiaries of the Trust, for all liabilities which you may incur in connection with this Agreement.
- 16.3 To the extent that any provision contained in this Agreement is prohibited or void or unenforceable, such provision will be severed from this Agreement without invalidating the remaining provisions of this Agreement and any present or future law that varies the rights or obligations of you or of any Guarantor is excluded to the extent allowed by law if it affects our rights adversely.
- 16.4 This Agreement is governed by the laws of the State of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of New South Wales.
- 16.5 Time is of the essence for your obligations under this Agreement.
- 16.6 You agree that we may complete any spaces in this Agreement to identify the model and serial numbers of Equipment and to correctly identify you, even after it has been signed by you and the Guarantors.
- 16.7 You must not assign, encumber or otherwise deal with the Equipment or your rights under this Agreement. We may assign, encumber or otherwise deal with our rights in any way.
- 16.8 A term of this Agreement, or a right created under this Agreement, may only be waived or varied if it is in writing and signed by the party or parties to be bound.
- 16.9 You must give to us, on request, information concerning any Equipment or insurance relating to any Equipment.
- 16.10 This Agreement constitutes the entire agreement between the parties in respect of the matters set out herein.