

TERMS AND CONDITIONS OF RENTAL AGREEMENT

Anzax Finance Australia Pty Limited A.B.N. 32 096 896 267 (the

“Owner”) agrees to purchase the equipment described in the Schedule (the “Equipment”) and to rent the Equipment to the Renter on the terms and conditions of this Rental Agreement, Schedule and any variations to this Rental Agreement or the Schedule (the “Agreement”)

1. DEFINITIONS

In the Agreement, references to the following words shall, unless the context requires otherwise, mean as follows:-

“**Commencement Date**” – the date on which the Owner pays the purchase price for the Equipment to the Supplier.

“**Equipment**” – the Equipment described in the Schedule, including any attachments to the Equipment described in the Schedule and any additions of parts or accessories that have from time to time been added and any replacement of any part or all of the Equipment and any variations thereto as provided for in the Agreement.

“**Essential Terms**” means any of the terms referred to in clause 12 of the Agreement.

“**Frequency of Payment**” – the frequency and timing of the Rent Instalments falling due for payment, relative to the Commencement Date as described in the Schedule for the initial Rent Instalment and relative to the previous Rent Instalment as described in the Schedule for all subsequent Rent Instalments, and any variations thereto as provided for in the Agreement.

“**GST**” – any tax that is or becomes payable on or in connection with the supply of any thing under any law of the Commonwealth of Australia, or under the law of any State or Territory including a tax of the type contemplated in the “A New Tax System (Goods and Services Tax) Act 1999”.

“**Insolvent**” – means;

- a) unable to pay debts when they fall due; or
- b) if the Renter is a company, a receiver or receiver and manager, controller, administrator, liquidator or provisional liquidator is appointed to the Renter; or
- c) the Renter is to be deregistered or is threatened to be deregistered; or
- d) if the Renter is an individual, the Renter commits an act of bankruptcy within the meaning of the Bankruptcy Act 1966 or dies or become incapable of managing their affairs; or
- e) if the Renter is a partnership, the Renter is dissolved or more than 20% of the Renters partners retire in any 6 month period.

“**Minimum Term**” – the minimum term of the Agreement as described in the Schedule and any variations thereto as provided for in the Agreement.

“**Person**” – includes any individual, body corporate, partnership or government.

“**Renter**” - any person or persons described in the Schedule and if more than one they shall be bound both jointly and severally to the Agreement and every reference to the Renter shall apply to each of them.

“**Rent Instalments**” – the Rent Instalments described in the Schedule and any variations thereto as provided for in the

Agreement.

“**Schedule**” – part of the Agreement describing the particulars of the Renter, Equipment, Rent Instalments, Minimum Term, Commencement Date and Frequency of Payments, which is executed by the Renter and accepted by the Owner, and any variations thereto as provided for in the Agreement.

“**Supply**” has the same meaning as the meaning of that term in the A New Tax System (Goods and Services) Act 1999 (Cth).

“**Supplier**” – the supplier(s) of the Equipment.

The singular denotes the plural and vice versa.

Any gender includes the other gender.

A reference to a clause is a reference to a clause of the Agreement.

Headings of the Agreement are only for convenience and do not affect interpretation.

In the Agreement, a reference to a document includes any variation or replacement of it.

Any agreement, warranty, representation or obligation which binds or benefits 2 or more persons under this deed binds or benefits those persons jointly and severally.

2. ACCEPTANCE & COMMENCEMENT

The Agreement commences on the date the Owner pays the purchase price for the Equipment and ends on the date of expiry of the Minimum Term. The Agreement cannot be terminated other than in accordance with the terms of the Agreement.

If the Equipment has to be registered or licensed before it can be used, the Renter agrees to arrange and pay for the registration or licensing. The Renter agrees that the Agreement will commence whether or not the Renter has arranged registration or licensing.

3. SELECTION & DELIVERY OF EQUIPMENT

The Owner agrees to arrange for the payment of the purchase price of the Equipment to the Supplier.

The Renter agrees:-

- a) that it has relied on its own skill and judgement or the skill and judgement of its advisers in relation to the tax consequences, the selection of and quality of the Equipment or the fitness or suitability for any particular use; and
- b) the Owner makes no promises in respect of the Equipment; and
- c) to obtain delivery of the Equipment and if required organise the installation of the Equipment at the Renter's expense; and
- d) to thoroughly examine the Equipment before accepting it and check that the Equipment's description including serial numbers agrees with the Agreement; and
- e) to ensure that the Equipment is in good working order and condition and is suitable for the purposes of use intended by the Renter; and
- f) on the Commencement Date, delivery shall be deemed to have taken place with the Renter's obligations including insurance commencing from the Commencement Date; and
- g) that the Supplier is not related to nor associated with the Owner in any way and that the Owner does not manufacture or maintain the Equipment nor does the Owner represent the manufacturer or the vendor of the Equipment nor is the Supplier the Owner's agent; and
- h) that the Owner does not authorise any agent, broker or salesperson to act on the Owner's behalf and the Owner is not bound by any representation made by any such person or entity;

TERMS AND CONDITIONS OF RENTAL AGREEMENT

and

- i) that the Renter shall look to the Supplier and not the Owner for any collateral warranty that the Renter requires in relation to the Equipment; and
- j) if the Equipment has to be registered or licensed before it can be used, the Renter will arrange and pay for such registration or licence.

4. WARRANTIES

The Renter acknowledges that:-

- a) the Equipment is of a merchantable quality and conforms with any prescribed safety standards; and
- b) the Owner makes no warranties either express or implied and that regardless of cause, no claim will be made against the Owner for any loss, damage or injury (including, but not limited to, any loss of profit, damage or injury) whether consequential, incidental, direct or indirect; and
- c) it has not relied and will not rely on anything told to it by the Owner or any of the Owner's employees or agents in relation to the profitability of or any other consequences (including, but not limited to, the Renter's taxation and financial consequences) or benefits to be obtained by the Renter from the use of the Equipment or in relation to the Agreement, the quality of the Equipment or the fitness or suitability of the Equipment for any particular use; and
- d) to the full extent permitted by law, all implied and express terms, warranties and conditions and representations other than those set out in the Agreement are excluded and negated; and
- e) the Owner is not liable for any damage, injury or loss to any person or property arising from the possession, operation, installation, removal or use of the Equipment. Liability by the Owner for a breach of any implied condition or warranty which is not capable of exclusion by law shall be limited at the discretion of the Owner to either i) the repair or cost of repair of the Equipment or ii) replacement of the Equipment with similar or equivalent Equipment.

5. USE & MAINTENANCE OF EQUIPMENT

The Renter agrees, unless the prior written consent of the Owner has been obtained:-

- a) to take good care of the Equipment and to keep the Equipment in good repair and condition (taking into account the age and use of the Equipment) and to ensure that the Equipment is regularly serviced in accordance with the manufacturer's recommendations; and
- b) to only use the Equipment for purposes for which the Equipment was designed and within manufacturers' guidelines and specifications; and
- c) not to alter the Equipment or identifying marks thereon or add to the Equipment. Any additional or replacement equipment is the property of the Owner and the Renter must ensure that clear title of any additional or replacement equipment is obtained for the Owner; and
- d) to keep the Equipment in the personal control of the Renter; and
- e) not to sell, charge, lease, lend or otherwise deal with the Equipment; and
- f) not to sell charge or otherwise deal with the Renter's rights under or in connection with the Agreement; and
- g) to keep the Equipment free from any lien, bill of sale or any encumbrance whatsoever; and
- h) to keep the Equipment in the place specified in the Schedule (or any other place that the Renter and Owner agree to in writing),

If the Equipment is a motor vehicle, the Renter agrees to keep the Equipment at that place when they are not being used; and to allow the Owner to inspect or test the Equipment and to permit the Owner, upon request, for the purposes of inspecting or testing the Equipment, to enter the premises where the Owner believes the Equipment is located; and

- j) not to use or install the Equipment in a manner that would lead to the Equipment becoming a fixture to real property and agrees that if the Equipment does become a fixture without the Owner's written consent that it does not affect the ownership of the Equipment and that the Owner may enter the Renter's premises and remove the Equipment without being liable to the Renter for any damage it reasonably causes; and
- k) to comply with all relevant acts, regulations and by-laws relating to the registration and licensing and use of the Equipment and to pay promptly all requisite fees and charges; and
- l) to indemnify the Owner against any claims, costs or loss it suffers whatsoever arising out of the use, operation, storage and/or possession of the Equipment, including any loss arising from theft, damage and/or injury and any defect therein present or future or in any manner relating thereto; and
- m) to keep the Equipment secure from loss and theft; and
- n) to continue to pay the Rent Instalments even if the Renter cannot use the Equipment for any reason (such as breakdown, malfunction or loss)

The Renter agrees:

- (a) to promptly notify the Owner if a fault occurs in the Equipment or if the Equipment is damaged, lost or stolen;
- (b) that any repairs to the Equipment will be carried out by qualified persons;
- (c) if requested by the Owner, to affix durable labels in a prominent position on the Goods stating that they belong to the Owner;
- (d) at the Owner's reasonable request, arrange and maintain registration of the Owner's interest in the Equipment with any authority.

6. MAINTENANCE INCLUSION IN RENT INSTALMENTS

Should service, maintenance, training, installation and/or software charges be included in the Rent Instalments payable to the Owner, then the Renter acknowledges that:-

- a) the Owner is disbursing these monies on the Renter's behalf and at the request of the Renter; and
- b) the Owner is not responsible for the service or maintenance of the Equipment; and
- c) the Renter is in no way released from paying the Rent Instalments should there be a breach or failure from the provider of such service, maintenance, training, installation and/or software or the occurrence of any defect or breakdown in the Equipment.

7. INSURANCE

The Renter agrees:-

- a) to insure the Equipment for their full insurable value against loss or damage by all risks usually insured against and any other risks that the Owner (acting reasonably) requires and to ensure that such policies note the Owner as the owner of the goods and include an agreement that the insurer will not cancel the policy without the Owner's written consent; and
- b) to maintain public risk insurance covering the Owner and the Renter against all risks associated with the ownership, possession and use of the Equipment for an amount of \$5

TERMS AND CONDITIONS OF RENTAL AGREEMENT

- million (or any higher amount the Owner requests) and any other insurances that the Owner reasonably requires; and
- c) to provide to the Owner at any time within 5 days of written request from the Owner copies of all policies, certificates or other evidence of insurance including renewals and to pay expediently all premiums inclusive of stamp duties and levies together with any other associated costs in respect of such policies and to permit the Owner to receive all insurance monies and production hereof shall be proof of the irrevocable authority of the Owner to receive the same; and
 - d) not to do or fail to do anything which might or could prejudice any insurance; and
 - e) not to compromise or settle any claim without the prior written consent of the Owner; and
 - f) to notify the Owner immediately following any loss or damage to the Equipment; and
 - g) to notify the Owner of any accident, event or circumstance giving rise to a claim under any of the insurance required under this clause 7 and provide the Owner with any information that it asks for; and
 - h) that the Owner will negotiate and settle any claims in relation to the insurance of the Equipment and to accept any settlement the Owner agrees with the insurer

8. MONIES PAYABLE

The Renter agrees:-

- a) to pay to the Owner the total Rent Instalments on or before the due dates as described in the Schedule for the whole term of the Agreement from the Commencement Date, including any extensions or renewals; and
- b) that the Minimum Term of the Agreement is described in the Schedule; and
- c) to make all payments on or before the due date; and
- d) to make all payments in such a manner as directed by the Owner from time to time and at such place as directed; and
- e) to pay interest calculated daily at a rate of 3% per annum over the rate implicit in the Agreement as determined by the Owner on monies that may from time to time be overdue; and
- f) to repay to the Owner on demand any monies which the Owner may think fit to pay to make good any failure by the Renter to comply with any obligation herein or any other obligation incurred by the Renter in respect of the Equipment and any other expense which the Owner may incur in the enforcement or protection of the rights of the Owner herein or in the Equipment including, but not limited to, monies paid by the Owner in releasing any lien claimed over the Equipment, in dismantling and removing the Equipment from any premises and in the repair or renovation to such premises; and
- g) that the Owner is hereby irrevocably authorised to use the name of the Renter and to act on behalf of the Renter in exercising any rights and carrying on or enforcing any legal proceedings which the Owner may see fit to protect the rights of the Owner in the Equipment; and
- h) that all obligations to pay the Rent Instalments and all other amounts are unconditional and absolute; and
- i) to make payment to the Owner without any set off, withholding, or deductions or counterclaims for any reason; and
- j) that payment continues and future payments are not affected by the non-existence of goods or any defect in the Equipment or title to the Equipment; and
- k) to pay the Owner all expenses incurred by the Owner in attempting to repossess the Equipment; and
- l) to pay the Owner all legal expenses incurred by the Owner in

the enforcement or protection of the Owner's rights and Equipment; and

- m) to pay all mercantile agent fees and charges incurred by the Owner as a result of non-compliance of the Renter with the Agreement; and
- n) to pay all State and Federal duties, levies and taxes including, but not limited to, GST (less any GST input tax credit the Owner is entitled to claim), stamp duties and financial institutions duties associated with the Agreement including any increases that may eventuate and any Supply made under the Agreement. The Owner will notify the Renter of any changes in writing and the Renter must pay these changed amounts; and
- o) to pay all bank charges and fees associated with payment and/or attempted payment to the Owner by Bankers' orders and authorities; and
- p) to perform all of the Renter's obligations under the Agreement at the Renter's cost; and
- q) to pay all fees associated with attempting to re-rent the Equipment upon early termination of the Agreement by the Owner including, but not limited to, advertising and service and repair costs; and
- r) to pay the Owner's costs and expenses in connection with the Agreement (including legal costs on a full indemnity basis) and out of pocket expenses.

9. CERTIFICATES

The Renter agrees to be bound by any certificate signed by a director or a secretary of the Owner or the Owner's solicitor which shows any amount, rate or calculation relevant to the amount owing by the Renter and such certificate shall be conclusive evidence of the amount recoverable from the Renter.

10. ALLOCATION OF PAYMENTS

The Renter agrees that:-

- a) the Owner has the absolute right to allocate any payment made by the Renter in an order of preference as the Owner sees fit; and
- b) any monies due for legal costs, mercantile agent fees, interest or any other amounts payable by the Renter other than Rent Instalments will be offset first with any payment made by the Renter; and
- c) payments made by the Renter will only be allocated to the Rent Instalments due if no other amounts remain outstanding.

11. DEFAULT

The Renter shall be in default of the Agreement if any of the following events occur:-

- a) the Renter does not pay Rent Instalments to the Owner by the due date of the relevant Rent Instalment as described in the Schedule; or
- b) the Renter has made a misrepresentation or materially false statement or information or documents given to the Owner to induce the Owner into the Agreement are found to be untrue; or
- c) the Renter fails to insure the Equipment or any insurance policy in respect of the Equipment is cancelled; or
- d) the Renter becomes Insolvent or suffers an act of bankruptcy or being a company shall go into liquidation or receivership or if the Renter or any related corporation appoints an administrator or the courts appoint an administrator or manager; or
- e) the Renter breaches any essential term of the Agreement; or
- f) a distress, attachment or other execution is levied or enforced; or

TERMS AND CONDITIONS OF RENTAL AGREEMENT

- g) the Renter shall do or cause to be done or permit or suffer any act or thing likely to endanger the safety or condition of the Equipment; or
- h) the Renter is convicted of an indictable offence or is sentenced to imprisonment; or
- i) the Renter becomes deceased;

then after an event of default at any time, the Owner may, at its option, by written notice to the Renter terminate the Agreement.

No waiver by the Owner of any breach, default or repudiation of the Agreement by the Renter will affect the Owner's rights to act upon any further or continuing breach, default, or repudiation of the Agreement or estop the Owner from acting upon any such breach, default or repudiation of the Agreement.

12. ESSENTIAL TERMS

The Essential Terms of the Agreement are that the Renter must:-

- a) pay to the Owner the total Rent Instalments on or before the due date as described in the Schedule ; and
- b) maintain the Equipment in good working order at all times (only reasonable wear and tear excepted); and
- c) maintain any insurance required under the Agreement and comply with any conditions imposed by the insurer in relation to such insurance; and
- d) ensure that the Equipment does not become fixed to any premises which the Renter has mortgaged, leased or owns; and
- e) not breach the terms of the Agreement which in any way may adversely affect its title and interest in the Equipment or its ability to recover the Equipment; and
- f) keep the Equipment in the personal control of the Renter; and
- g) not return any of the Equipment before the last day of the Minimum Term as described in the Schedule; and
- h) not at any time be Insolvent; and
- i) ensure that the Equipment is not stolen or lost, if the Equipment is stolen or lost it must be recovered within 14 days and be reasonably capable of continued use; and
- j) rectify any default or breach of the Agreement within 7 days of written notice served by the Owner requesting its remedy.

A breach of an Essential Terms is a rejection or a "repudiation" by the Renter of the Agreement. Following such repudiation by the Renter, the Owner may exercise its rights and give notice terminating the Agreement. The Owner may also exercise its rights and give notice terminating the Agreement if the Renter is in default of any of its obligations (other than the Essential Terms) under the Agreement.

13. TERMINATION

The Owner may, at its option, by written notice to the Renter, terminate the Agreement upon a repudiation of the Agreement or otherwise as provided for in the Agreement (without prejudice to any other rights or remedies of the Owner.) The Owner may take appropriate action to enforce the performance of the Agreement by the Renter and/or to recover damages for breach thereof.

Upon termination of the Agreement, the Renter must:-

- a) immediately return the Equipment to the Owner (or to such place as may be nominated by the Owner) at the Renter's expense, in good working order complete with all operating manuals, accessories and certificates of registration and in a proper condition in which the Renter was required to have maintained it and transfer any registration or licence relating to

the Equipment to the Owner. In the event of the Renter failing to return the Equipment, the Owner or Owner's agent or representative may at any time thereafter retake possession of the Equipment at the Renter's expense and the Renter hereby authorises the Owner or Owner's agent or representative to enter upon any premises where the Equipment may be located and take possession of the Equipment and the Renter hereby waives and releases the Owner from any liability for any loss or damage occasioned thereby and agrees to indemnify the Renter for any costs associated with the repossession or attempted repossession of the Equipment ; and

- b) pay to the Owner all costs associated with restoring the Equipment to a good working order if required; and
- c) indemnify the Owner for any missing Equipment at the replacement cost or the then market value as determined by the Owner; and
- d) pay to the Owner all arrears of Rent Instalments to the date of termination or, if applicable, the date of repossession (whichever occurs first) of the Agreement together with any other monies outstanding under the Agreement; and
- e) pay to the Owner the balance of the Rent Instalments which would have fallen due for the period from the date of termination or, if applicable, the date of repossession (whichever occurs first) to the end of the Minimum Term as described in the Schedule, after discounting each future Rent Instalment to its net present value. If the Agreement is terminated before the end of the Minimum Term as described in the Schedule, each future Rent Instalment is discounted to its net present value using a discount rate determined by the Owner as being the actual cost of funds per annum applicable to the Agreement less 3% per annum; and
- f) pay to the Owner interest on overdue balances to the date of termination or, if applicable, the date of repossession (whichever occurs first) calculated daily at a rate of 3% per annum over the rate implicit in the Agreement as determined by the Owner; and
- g) pay to the Owner unwind or break costs or any other costs of the Owner resulting from the termination of the Agreement before the end of the Minimum Term; and
- h) pay to the Owner any other costs, expenses, taxes and duties due to the Owner under or in connection with the Agreement.

14. RETURN OF EQUIPMENT

The Renter agrees:-

- a) that the Renter must give the Owner written notice, prior to the penultimate (last but one) Rent Instalment of the Minimum Term of the Agreement falling due, of its intention to return the Equipment on the last day of the Minimum Term of the Agreement or upon the termination of the Agreement; and
- b) to return the Equipment to the Owner (or to such place as may be nominated by the Owner) at the Renter's expense, in good working order complete with all operating manuals, accessories and certificates of registration and in a proper condition in which the Renter was required to have maintained it in accordance with any such notice given and transfer any registration or licence relating to the Equipment to the Owner.; and
- c) that if the Renter does not give such notice, or does not return the Equipment in accordance with any such notice given, then the Minimum Term of the Agreement shall be automatically extended for a further period with a Frequency of Payment and Rent Instalment payable equal to that of the penultimate Rent Instalment as described in the Schedule ; and
- d) that in the event that the Minimum Term of the Agreement is

TERMS AND CONDITIONS OF RENTAL AGREEMENT

automatically extended, then the Agreement remains unaltered; and

- e) to pay any outstanding monies that are due and payable by the Renter; and
- f) that the Owner is not obliged to refund any part of a Rent Instalment that has been paid for after the return of the Equipment; and
- g) that the Owner may, at its option, by 14 days written notice to the Renter, exercise its rights and terminate the Agreement at the end of the Minimum Term.

15. MITIGATION

Following the termination of the Agreement before the end of the Minimum Term as described in the Schedule the Owner will attempt to re-rent the Equipment. The Owner is only obliged to re-rent the Equipment if the Equipment is returned complete and is in good working order and the Owner has been paid in full for the cost of any service or repairs required to restore the Equipment to a good working order. The placement of an advertisement in a reputable newspaper for a period of 7 days, offering the Equipment for the remaining Minimum Term at the remaining Rent Instalments described in the Schedule will be deemed to be a reasonable attempt of mitigation whether successful or not. All costs associated with the Owner's attempt(s) to re-rent the Equipment are to be borne by the Renter described in the Schedule to the Agreement.

16. VARIATION OF AGREEMENT

In the event of both the Renter and the Owner consenting to a Variation of Agreement, such Variation shall be immediately effective from the date of acceptance by the Owner and the Renter agrees that upon the Owner's acceptance of the Variation of Agreement:-

- a) the Renter is immediately bound to the Variation of Agreement; and
- b) the Agreement shall remain unaltered unless explicitly stated in the Variation of Agreement; and
- c) the Equipment as stated in the Agreement immediately includes all additional and/or replacement Equipment as described in the Schedule of the Variation of Agreement; and
- d) the Minimum Term, Rent Instalments and Frequency of Payment shall remain unaltered unless explicitly stated in the Schedule of the Variation of Agreement.

17. PURPOSE OF USE

The Renter acknowledges that:-

- a) the Renter intends to use the Equipment predominantly for business purposes in the production of the Renter's assessable income; and
- b) the Renter agrees to indemnify the Owner against any liability which the Owner may incur under any Sales Tax Assessment Act and/or Income Tax Assessment Act and/or Amendments to the said Acts and/or any other State or Federal legislation by reason of the Renter using the Equipment for any purpose other than as acknowledged by the Renter to the Owner; and
- c) the Renter agrees to indemnify the Owner for any changes to the Owner's net earn rate (as determined at the absolute discretion of the Owner) associated with the Agreement. The Owner may vary the Rent Instalments and/or termination value to compensate the Owner for any such changes to the Owner's net earn rate associated with the Agreement, as determined by the Owner. Any such variation will be effective upon notice from the Owner. Such changes to the Owner's net earn rate include, but are not limited to, the effects of i) the Renter failing

to use the Equipment predominantly for business purposes in the production of the Renter's assessable income; and ii) any changes to the calculation, timing and/or frequency of tax instalments payable by the Owner; and iii) any variations or imposts of new taxes, levies or duties imposed upon the Owner; and iv) any changes to Federal and/or State legislation; and iv) any changes to depreciation rates of the Equipment applied by The Australian Taxation Office; and

- d) it is the intention of the Owner to claim tax deductible depreciation expenses for the Equipment;

18. OWNERSHIP OF EQUIPMENT

The Renter acknowledges that, upon entering into the Agreement, The Equipment belongs to the Owner. The Renter acknowledges that nothing herein contained shall confer on the Renter any property or interest in or to the Equipment and it is agreed that no agreement or representation has been made which will entitle the Renter to acquire the Equipment at a later date. The Owner retains sole ownership of and title to the Equipment at all times and does not purport at any time during or after the term of the Agreement to sell the Equipment to the Renter.

19. ASSIGNMENT & AGENCY

The Owner may enter into the Agreement as principal or agent for any other person or legal entity (whether disclosed or undisclosed) and the Owner may assign, sell or transfer part or all of its interest in the Equipment or its rights in the Agreement without notifying the Renter. The Renter agrees that any such new Owner(s) will have all of the benefits and rights of the present Owner. The Renter is entitled to retain possession of the Equipment as long as there is no breach, default or repudiation of the Agreement.

The Agreement upon acceptance by the Owner shall bind the Renter, its successors, executors, and administrators and endure to the benefit of the Owner, its successors and assigns.

20. TRUSTS

If the Renter enters into the Agreement as trustee for any trust, then the Renter agrees that:-

- a) the Agreement shall bind the Renter personally and as trustee of the trust joint and severally; and
- b) the Agreement is for the benefit of the beneficiaries of the trust; and
- c) the Renter has the authority to enter into the Agreement; and
- d) the Renter has the right to be fully indemnified out of trust assets; and
- e) the Renter is the sole trustee of this trust; and
- f) the Renter shall not be retired or removed from the trust; and
- g) the Renter will provide copies of the trust deed and other documents upon demand by the Owner.

21. COMMISSIONS

The Renter acknowledges and agrees that if the Renter was introduced or referred to the Owner in relation to the Agreement by a third party including any broker, agent or other person or entity then the Renter agrees to a commission, fee or remuneration being paid to such a third party in respect of the Agreement. The Renter further acknowledges that the Owner may take any such payment into account when calculating the Rent Instalments.

22. NOTICES

In addition to effecting service pursuant to any statute, any statement, demand or notice to any party may be validly served for

TERMS AND CONDITIONS OF RENTAL AGREEMENT

the purposes of the Agreement by being delivered or sent by registered post to the address of the addressee or sent by facsimile to the facsimile number of the addressee. The address and facsimile numbers of the Renter and the Owner for the purposes of this clause are those set out in the Schedule or such others as are from time to time notified in writing by the parties to all of the other parties. Service pursuant to this clause is taken to be effected:

- a) where delivered, upon actual delivery;
- b) where sent by registered post, 3 days after it is so sent; and
- c) where sent by facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient, except where actual delivery is made or the facsimile is sent after 4.30pm or on a day which is not a business day when service is taken to be effected at 9.00am on the next following business day.

23. JURISDICTION

The Agreement is governed by the laws of the state or territory where the Agreement is accepted by the Owner and any proceedings in respect of any cause of action arising herein shall be instituted, heard and determined in a court of competent jurisdiction in the capital city of that state or territory. In the Agreement any provision (or part thereof) that may be invalid, void or unenforceable shall not affect the remaining provisions of the Agreement.

24. TIMING

Time is of the essence in respect of any provision requiring the Renter to rectify a breach or default of the Agreement or to do any thing within a stipulated time.

25. BLANK SPACES

The Renter authorises the Owner to complete any blank spaces appearing in the Schedule including the Agreement Number, Commencement Date and the serial numbers and other identification data of the Equipment, as and when they become available from the Supplier.

26. PROVISION OF INFORMATION

The Renter agrees to provide the Owner (acting reasonably) with any information including, without limitation, information in relation to its financial position within 5 business days of the Owner's written request.