

FINANCIER

And

AGENT

RELATIONSHIP & AGENCY AGREEMENT

RELATIONSHIP & AGENCY AGREEMENT

THIS AGREEMENT is made on

BETWEEN **Financier**

AND **Agent**

RECITALS:

- A. Financier carries on the business of providing funding for equipment rental, print solutions and managed services transactions with approved customers.
- B. Agent carries on the business of supplying equipment for customers including under rental, print solutions and managed services transactions with the customers.
- C. The parties propose to allow Agent to introduce customers to Financier for the purpose of providing equipment funding to those customers but where Agent will be responsible for all billing of those customers and remitting the collections on to Financier by direct debit
- D. The parties enter into this agreement to record these arrangements.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this agreement:

Approved Form means, in relation to any document, a form approved in writing by Financier from time to time.

Authorised Officer means:

- (a) in relation to Financier, a director or secretary, any person whose title includes the word "manager" and any other person whom Financier notifies Agent in writing to be an Authorised Officer of Financier for the purposes of this agreement; and
- (b) in relation to Agent, a director or secretary of Agent.

Business Terms means any terms, conditions or procedures agreed in writing from time to time between Financier and Agent which are expressed to supplement or vary the terms and conditions contained in this Agreement.

Control of a corporation includes the power (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of its board of directors, the voting rights of the majority of its voting shares or the management of its affairs.

Copy Cost Agreement means an agreement under which the hire or use of Equipment is charged on a cost per copy, scan or print basis and includes any such agreement which may incorporate a minimum periodic charge.

Customer means the lessee, renter or hirer under a Customer Agreement.

Customer Agreement includes:

- (a) a rental agreement, operating lease agreement, finance lease agreement, Copy Cost Agreement or hire purchase agreement;

- (b) a master rental agreement, master operating lease agreement, master finance lease agreement or master hire purchase agreement; and
- (c) an equipment schedule (however described) delivered under any such agreement;

in each case in an Approved Form.

Customer Proposal means a proposal in relation to a Customer Agreement in an Approved Form.

Encumbrance means any interest in or right over property, including, without limitation, any right to set off or withhold payment of any deposit or other money.

Equipment means equipment that is the subject of a Customer Proposal or Customer Agreement.

Event of Default means any event described in clause 10.

Government Body means:

- (a) any person, agency or other body exercising an executive, legislative, judicial or other governmental function of any country or political sub-division of any country; and
- (b) any public authority constituted under a law of any country or political sub-division of any country.

GST means a goods and services tax or like tax.

Insurance means any insurance relating to Equipment and any other insurance which a Customer takes out, or is required to take out, in connection with a Customer Agreement.

Material Adverse Effect means a material adverse effect upon either:

- (a) the ability of Agent to perform its obligations under any Transaction Document; or
- (b) the rights of Financier under or in relation to any Transaction Document or Equipment.

Security means any guarantee, Encumbrance or other form of security given or to be given by any person in relation to a Customer Agreement (including, without limitation, a put option granted to Financier by any person in relation to Equipment) in an Approved Form.

Security Provider means any person who provides a Security.

Supplier in relation to Equipment, means the person from whom the Equipment is or has been purchased by or on behalf of Financier.

Tax means a tax, rate, levy, impost or duty (other than a tax on the overall net income of Financier) and any interest, penalty, fine or expense relating to any of them.

Transaction Documents means this agreement, each Customer Proposal, each Customer Agreement, each Security and each other document signed by Financier and/or Agent in relation to a Customer Agreement or any Equipment.

1.2 Construction

Unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) any gender include the other genders;

- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and Government Body;
 - (ii) a person includes its legal personal representatives, successors, assigns and substitutes, including, without limitation, persons substituted by novation;
 - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, reenactments or replacements of it;
 - (iv) this or any other agreement includes the agreement as varied or replaced; and
 - (v) anything (including, without limitation, any amount) includes a reference to the whole and each part of it and a reference to a group of persons includes a reference to all and each of them.

1.3 Business Terms

In the event of any inconsistency between the terms of this Agreement and any Business Terms, the Business Terms shall prevail to the extent of such inconsistency.

1.4 Headings

Headings do not affect the interpretation of this agreement

2. APPOINTMENT

2.1 Appointment

With effect on and from the date of this agreement Financier appoints Agent as its agent on the terms of this agreement, and Agent accepts that appointment.

2.2 Performance of Agent

Agent must perform its obligations under this agreement in a commercially reasonable manner with the standard of diligence and care expected of a responsible and reputable leasing company.

2.3 Relationship of parties

The relationship of Financier and Agent is that of independent contractors. Nothing in this agreement means or implies that the relationship between Financier and Agent is that of partners, employer and employee or joint-venturers.

2.4 Limitation on authority

Except as this agreement expressly provides, Agent has no authority to act for Financier or to assume any obligation or liability on its behalf.

2.5 Rights to be held for Financier

Agent must hold on behalf of Financier all rights under or in relation to all Customer Agreements, Securities, Equipment and Insurances and all money received or receivable by Agent under or in connection with any of them.

3. CUSTOMER PROPOSALS

3.1 Submission of Customer Proposals

Agent may deliver to Financier a Customer Proposal requesting Financier to purchase Equipment and to approve the execution by Agent of a Customer Agreement in relation to it. A Customer Proposal must be in an Approved Form and contain full particulars of the proposed leasing arrangement.

3.2 Capacity of proposed Customer and Security Provider

Without limiting any other duties of Agent in relation to Customer Proposals:

- (a) before Agent submits a Customer Proposal to Financier it must make all enquiries reasonably necessary to determine whether the proposed Customer or Security Provider is to enter into the Customer Agreement or a Security as a trustee or agent of any other person; and
- (b) Agent must fully disclose the results of those enquiries to Financier in the Customer Proposal.

3.3 Further information

Following receipt of a Customer Proposal, Financier may require Agent to provide any agreements and financial or other information in relation to the proposed Customer, Equipment, Security or Security Provider as Financier requires. Agent must use its best endeavours to provide the required documents and information to Financier.

3.4 Approval by Financier

Financier may in its absolute discretion approve or reject a Customer Proposal (even if Agent has provided all documents and information required under clause 3.3) and must notify Agent accordingly. Financier may attach conditions to its approval and if it does so Agent must:

- (a) ensure that those conditions are complied with, if Agent wishes the Customer Agreement to be effected; or
- (b) advise Financier in writing, if Agent cannot, or does not wish to, proceed with the Customer Agreement on the basis of those conditions.

4. POST-APPROVAL PROCEDURE

4.1 Authority of Agent

If Financier approves a Customer Proposal then Financier authorises Agent to sign as agent for Financier the relevant Customer Agreement and any Security specified in the Customer Proposal.

4.2 Things Agent must deliver

If Financier approves a Customer Proposal then Agent must deliver to Financier:

- (a) an invoice for the Equipment for an amount and in terms acceptable to Financier;
- (b) the Customer Agreement and any Security specified in the Customer Proposal, each in an Approved Form and duly signed by all parties;
- (c) a certificate by Agent to the effect that all documents referred to in paragraph (b) are in an Approved Form;

- (d) all documents and information required by Financier under clause 3.3 (if not previously provided);
- (e) all declarations and other documents necessary to enable Financier to determine how and where stamp duty should be paid on the Customer Agreement and any Security; and
- (f) any other documents required under the Business Terms.

4.3 Purchase of Equipment

If Financier is satisfied:

- (a) with the form and execution of all documents delivered to it under clause 4.2;
- (b) that all those documents have been, or will be, properly stamped and registered as required;
- (c) that it will obtain good title to the Equipment free of any Encumbrances; and
- (d) that all conditions (if any) specified in its approval of the relevant Customer Proposal have been satisfied,

then:

- (i) Financier authorises Agent to acquire the relevant Equipment on Financier' behalf on terms approved by Financier; and
- (ii) Financier must pay the agreed purchase price to Agent or, at Agent's option, to the Supplier.

4.4 Delivery of Equipment

- (a) The Equipment is taken to be delivered to Financier when Financier pays the purchase price in accordance with clause 4.3.
- (b) Agent must arrange for delivery of the Equipment to the Customer under the Customer Agreement.

4.5 Title to Equipment

Agent must ensure that when Financier pays the purchase price for any Equipment it immediately acquires full title to the Equipment free of any Encumbrances.

5. ADMINISTRATION OF CUSTOMER AGREEMENTS

5.1 Agent's general obligations

In relation to each Customer Agreement Agent must:

- (a) ensure that the Customer:
 - (i) takes out and maintains Insurances in accordance with the Customer Agreement;
 - (ii) signs any acknowledgement of delivery and/or ownership required by Financier; and
 - (iii) complies with its obligations under the Customer Agreement;
- (b) ensure that each Customer Agreement when executed by the Customer will be valid

and enforceable with respect to all of the Customer's obligations including the obligations to pay rentals and other moneys payable under it;

- (c) ensure that each Security provider complies with its obligations under each Security to which it is a party;
- (d) deliver to Financier all insurance policies, documents of title and other documents it receives from any person under or in relation to the Customer Agreement, a Security or the Equipment;
- (e) promptly give to Financier a copy of each notice it gives or receives under the Customer Agreement; and
- (f) not do anything which results in Financier being in default under the Customer Agreement.

5.2 Action Agent must take

Agent must, at Financier' cost, take any action which Financier reasonably requires under or in relation to a Customer Agreement or Security or to protect Financier' interest in any Equipment. The actions which Financier may require Agent to take include, but are not limited to:

- (a) giving notices and demands under Customer Agreements, Securities and Insurances;
- (b) inspecting any Equipment; and
- (c) signing any documents or doing anything else necessary:
 - (i) to register any Customer Agreement, Security or Equipment; or
 - (ii) to protect or perfect Financier' rights in relation to any Customer Agreement, Security, Equipment or Insurance.

5.3 Collection and remittance of rentals

Agent must:

- (a) ensure that all rentals and other amounts received under or in relation to a Customer Agreement ("Payments") are paid into the account of Agent's specified in the Customer Agreement or otherwise notified by Agent. If Financier requires, all rentals are to be paid by automatic debit from a bank account of the Customer;
- (b) promptly inform Financier if at any time a Customer fails to pay any money owing under a Customer Agreement;
- (c) pay to Financier each month, an amount equal to all amounts received for that month in relation to all Customer Agreements; and
- (d) ensure that the payments referred to in paragraph (c) are made by direct debit without set-off or deduction, into the account of Financier notified by Financier from time to time, and until so deposited Agent must hold that money on trust for Financier.

5.4 Other obligations of Agent

- (a) It is acknowledged and agreed that Agent is solely responsible, as principal, for any maintenance, service or other non-funding obligations in relation to the Equipment ("Service Obligations").
- (b) Without limiting clause 13.2, Agent must indemnify and keep indemnified Financier from and against any liability, loss, cost or expense incurred as a result of Agent failing

to observe and perform any of its Service Obligations.

- (c) If a Copy Cost Agreement is terminated prior to the number of months of the term set out in the schedule to that agreement (the "Stated Term") following a specified maximum print or copy volume having been achieved, Agent must on such termination pay to Financier by way of indemnity the balance of monies that would have been payable to Financier had the agreement continued until the expiry of the Stated Term. Provided such payment is made, Agent will be entitled to retain any excess copy charges received by Agent prior to termination of the Copy Cost Agreement (other than the amounts, if any, which it is obliged to remit to Financier).

5.5 Rights of Agent

- (a) Subject to Agent complying with all of its obligations under each Customer Agreement and under this Agreement and provided the amount received represents the full payment then due, Agent may deduct from money received from a Customer under a Customer Agreement, and appropriate for its own purposes, that part of that money which relates to the Service Obligations provided by Agent under the relevant Copy Cost Agreement, being the proportion or amount agreed by Financier at the time of approving the relevant Customer Proposal.
- (b) If:
 - (i) Agent pays an amount on account of money owing under a Customer Agreement which was not actually received by Agent from the Customer; and
 - (ii) by the 28th day of the succeeding month, Agent has not received that money from the Customer,

Financier shall reimburse Agent the amount so paid if Agent has been unsuccessful in collecting the outstanding amount from the Customer after having made reasonable endeavours to do so. Agent shall be entitled to deduct the amount to be reimbursed by Financier from further money payable to Financier under this clause.

- (c) If Financier receives any moneys owing under a Customer Agreement directly from a Customer and that Customer has paid all monies then due under the Customer Agreement, then Financier will remit to Agent any amount which Agent would otherwise have been entitled to deduct under paragraph (e) above.

5.6 Agent's reports

Agent must provide Financier with such reports at such times and in such format as Financier may from time to time reasonably require in relation to the Customer Agreements, including details of payments due by Customers and moneys collected and applied by Agent.

5.7 Undisclosed agency

- (a) If Financier approves a Customer Proposal on the basis that the agency of Agent in relation to the subject transaction is to be undisclosed, then Financier must not, except as allowed under paragraph (b), disclose to any person that Agent is acting as Agent of Financier.
- (b) Despite paragraph (a) Financier may disclose the agency arrangement:
 - (i) to its officers, employees or professional advisers (but it must ensure that they do not make a disclosure which Financier itself is prohibited from making);
 - (ii) if required by law to do so;
 - (iii) an Event of Default occurs; and

(iv) in the circumstances contemplated in clause 6.2(b).

5.8 Other documents and records

Agent must at its own cost:

- (a) keep full and accurate records and accounts relating to all transactions under or in relation to this agreement, including all transactions under Customer Agreements;
- (b) upon first being given reasonable notice, allow Financier and its agents to inspect and make copies of any records and accounts kept by Agent in respect of matters relating to this agreement and Customer Agreements, including records or accounts which also include reference to matters unrelated to this agreement or Customer Agreements;
- (c) ensure that Financier obtains all present and future Customer Agreements, Securities, Insurance and other agreements relating to or contemplated by any of those agreements or this agreement;
- (d) execute all agreements and do all things that Financier reasonably requires from time to time in order to vest in Financier all the legal and equitable title to:
 - (i) any Equipment (subject to the right, title or interest of the relevant Customer);
 - (ii) any Secured Property (subject to the equity of redemption of the relevant Security Provider);
 - (iii) the amounts payable under or in relation to Customer Agreements and Securities;
 - (iv) any rights as lessor or owner under any present or future Customer Agreement;
 - (v) any rights as grantee of any Security; and
 - (vi) any rights against any insurer under any present or future insurances; and
- (e) keep separate books, records and accounts in relation to Customer Agreements entered into on behalf of Financier and all Securities granted to or for the benefit of Financier.

5.9 Payouts

- (a) Financier acknowledges that Customers may from time to time wish to pay out their liabilities under Customer Agreements prior to the due date.
- (b) Upon request by Agent Financier will quote a payout amount for a Customer Agreement. Agent acknowledges that the payout amount may include a payout fee determined in accordance with Financier' schedule of payout fees (for full payouts or upgrades) as published from time to time.
- (c) It is Agent's responsibility to notify the Customer of the amount of the payout fee.
- (d) Financier may in its discretion waive the requirement for a payout fee on a case by case basis.

5.10 GST

Agent must do all things reasonably required by Financier to permit Financier to recover GST from Customers (including the issue by Agent of tax invoices on behalf of Financier, where requested) and so as to enable Financier to properly observe its GST obligations.

6. ENFORCEMENT OF CUSTOMER AGREEMENTS AND SECURITIES

6.1 Agent to notify

Agent must notify Financier in writing promptly after it becomes aware of any failure by a Customer or Security Provider to comply with any of its obligations under a Transaction Document.

6.2 Breach by Customer or Security Provider

If a Customer or Security Provider fails to comply with any of its obligations under a Transaction Document Financier, at its discretion, may:

- (a) itself take (subject to clause 5.7), or require Agent to take at Financier' cost, any action which Financier reasonably considers necessary or desirable in connection with the failure. Such action may include, without limitation, action:
 - (i) to protect, preserve, repossess or sell the Equipment;
 - (ii) to terminate, or to accept the repudiation of, the Customer Agreement; or
 - (iii) to recover money owing by the Customer or Security Provider; and
- (b) in order to protect its interest in the Equipment, disclose to the relevant Customer or Security Provider the fact that Agent is the agent of Financier upon the expiry of any grace period running from the date of the relevant failure by the Customer or Security Provider to comply with its obligations.

6.3 Agent to act as required

Agent must take any action required by Financier under clause 6.2. If Financier elects to itself take any action Agent must:

- (a) allow Financier to take that action;
- (b) at Financier' cost do all things reasonably requested by Financier to assist it to take that action; and
- (c) (subject to clause 5.7) give such notices to the Customer and any Security Provider as Financier requires to notify them of the interest of Financier in the Transaction Documents and Equipment.

6.4 Attorney

In further consideration of Agent's appointment under this agreement, Agent irrevocably appoints Financier and each Authorised Officer of Financier jointly and each of them severally as Agent's attorneys with power, subject to clause 6.5:

- (a) to execute any documents, give any notices or take any other action under or in relation to any Transaction Document;
- (b) to commence, defend or compromise any legal action in relation to any Transaction Document or Equipment; and
- (c) to do anything which in the Attorney's reasonable opinion is necessary or expedient to enable the exercise of any right of Financier under any Transaction Document.

6.5 Limitation on powers of the attorney

An attorney appointed under clause 6.4 may only exercise its powers as attorney if:

- (a) Agent fails to promptly take any action reasonably required by Financier under clause 6.2 or 6.3; or
- (b) the exercise of those powers is in the opinion of Financier (acting reasonably) necessary to protect its rights under or in relation to any Transaction Document or Equipment.

7 LIMITATIONS ON UPSTREAM'S AUTHORITY

Agent must not, without the prior written consent of Financier:

- (a) exercise any right or discretion, take any enforcement action or give any consent under a Customer Agreement or a Security except as contemplated by this agreement;
- (b) accept the repudiation by a Customer of a Customer Agreement or agree to terminate a Customer Agreement;
- (c) waive, or grant any time for, the performance of any obligation of a Customer or a Security Provider;
- (d) agree to any variation of the terms of a Customer Agreement or a Security;
- (e) enter into in other agreement or arrangement with a Customer or a Security Provider which may in any way affect the rights of Financier or the obligations of the Customer or the Security Provider under any Customer Agreement or Security;
- (f) make any representation or warranty on behalf of Financier; or
- (g) purport to bind Financier except in accordance with clause 4.

8 WARRANTIES AND REPRESENTATIONS

8.1 Nature

Agent warrants and represents that:

- (a) it is duly incorporated, validly exists and has the capacity to sue and be sued in its own name and to own its property and conduct its business as it is being conducted;
- (b) it has capacity, and has in force all authorisations necessary, to enter into and comply with its obligations under the Transaction Documents to which it is a party;
- (c) its entry into, and compliance with its obligations under, the Transaction Documents to which it is a party does not contravene any law or directive from a Government Body, its memorandum or articles of association, any agreement to which it is a party or any obligation it has to any other person;
- (d) its obligations under this agreement are valid and binding and are enforceable against it in accordance with their terms;
- (e) its accounts given to Financier have been prepared in accordance with applicable accounting standards consistently applied and are a true, fair and accurate statement of its financial position at the date to which they are prepared;
- (f) there has been no change in its financial position since the date to which those accounts were prepared which has, or is likely to have, a Material Adverse Effect;
- (g) except as notified to Financier in writing prior to the date of this agreement, no litigation, arbitration or administrative proceeding is current, pending or, to the

knowledge of Agent, threatened, which has or is likely to have a Material Adverse Effect; and

- (h) all information given, and each statement made, to Financier by or at the direction of Agent in relation to the Transaction Documents is correct, complete and not misleading.

8.2 General

- (a) Agent acknowledges that Financier has entered into this agreement, and will enter into other Transaction Documents, in reliance upon the warranties and representations in clause 8.1.
- (b) Each warranty and representation survives the execution of this agreement and is taken to be repeated on each day that Agent presents a Customer Proposal to Financier under this agreement.

9 GENERAL OBLIGATIONS

9.1 Stamp duty and goods and services tax

- (a) As between Financier and Agent Financier is liable for the remittance of all stamp duty and GST applicable to each Customer Agreement and upon receipt by it of any rental instalment, hiring charge or other receipt under each Customer Agreement by monthly return or otherwise as for the time being may be required by law. However, where by agreement with Financier Agent is entitled to any part of the moneys received for the provision of maintenance or other services, then Agent will be liable for the remittance of any GST relating to the part of the moneys to which it is entitled.
- (b) It is Financier' responsibility to ensure that each Customer Agreement:
 - (i) will be (if stampable) duly stamped and (if not stamped) will not require to be stamped under the laws of each State or Territory of the Commonwealth of Australia which claims jurisdiction to impose stamp duty; and
 - (ii) will be duly registered under the laws of each State or Territory of the Commonwealth of Australia pursuant to which such Customer Agreement may be required to be registered.
- (c) If GST is payable on any supply made by one party (the supplier) to another party (the recipient) under or in connection with this Agreement, then (to the extent that GST has not already been included) the recipient must pay to the supplier the amount of any GST payable on that supply in addition to the consideration otherwise payable for that supply. The supplier must provide the recipient with a tax invoice in a form which will enable the recipient to obtain an input tax credit if it is so entitled. If the recipient is obliged to reimburse the supplier under this Agreement for any amount payable by the supplier to a third party, then the amount claimed by the supplier must take into account any applicable input tax credit to which the supplier is entitled.

9.2 Information to be given

Agent must give to Financier:

- (a) within four months after the close of each financial year, a copy of the financial accounts of Agent for that financial year (being a copy of its audited accounts where Agent's accounts are generally audited);
- (b) upon demand, any other information in the possession or under the control of Agent which in Financier's reasonable opinion is relevant to the Transaction Documents; and

likely to have a Material Adverse Effect, as soon as it is commenced or to the knowledge of

Agent is threatened.

10 EVENTS OF DEFAULT

Each of the following is an Event of Default:

- (a) Agent does not comply with any of its obligations under any Transaction Document, and if that default is capable of rectification it is not rectified within 5 days (or any longer period agreed by Financier) of its occurrence;
- (b) a warranty or representation made or taken to be made by Agent under or in connection with any Transaction Document is untrue or misleading in any material respect;
- (c) Agent fails to disclose to Financier any material information known to it in relation to any Transaction Document or Equipment;
- (d) a distress, attachment or execution is levied or becomes enforceable against any property of Agent;
- (e) an event or series of events whether related or not, including, without limitation, any material adverse change in the business, assets or financial condition of Agent, occurs which has or is likely to have a Material Adverse Effect;
- (f) Agent ceases or threatens to cease to carry on its business;
- (g) Agent enters into or takes any action to enter into an arrangement (including a scheme of arrangement), composition or compromise with, or assignment for the benefit of, all or any class of its creditors or members or a moratorium involving any of them;
- (h) Agent is or states that it is unable to pay from its own money its debts when they fall due for payment;
- (i) a receiver or receiver and manager is appointed in respect of any property of Agent;
- (j) an administrator, provisional liquidator or liquidator is appointed in respect of Agent or any action is taken to appoint any such person;
- (k) an application or an order is made for the winding up or dissolution of Agent or a resolution is passed or any steps are taken to pass a resolution for its winding up or dissolution;
- (l) a notice under s601AB of the Corporations Law is given to Agent;
- (m) Agent is taken to be insolvent or unable to pay its debts under any applicable legislation; or
- (n) the person who Controls, or group of persons who acting together Control, Agent ceases to have that Control.

11 DURATION AND TERMINATION

11.1 Duration

The agency established by this agreement continues until terminated in accordance with clause 11.2 or 11.3.

11.2 Termination by either party

Either party may terminate the agency agreement established by this agreement by giving to

the other one month's written notice. Termination under this clause does not affect the rights and obligations of the parties in relation to any Customer Agreement or Security in force at the time of termination.

Financier may by written notice to Agent terminate the agency agreement established by this agreement at any time after an Event of Default occurs. Termination under this clause applies to all Customer Agreements and Securities in force at the time of termination. Following termination under this clause, Agent must deliver to Financier all documents and records, execute all documents and take all action which Financier requires in relation to the termination.

11.4 Termination of collection arrangements

Without limiting clause 11.3, at any time following the occurrence of an Event of Default, Financier may terminate the authority of Agent to collect any monies on behalf of Financier under Customer Agreements.

12 COSTS AND EXPENSES

12.1 Enforcement costs

Agent must pay, and if paid by Financier reimburse to Financier on demand Financier' costs and expenses (including, without limitation, any legal costs incurred on a full indemnity basis) in relation to:

- (a) the exercise, attempted exercise or preservation of any rights of Financier under this agreement; and
- (b) the occurrence of any Event of Default.

12.2 Taxes

Agent must pay or reimburse Financier for any Taxes payable in relation to this agreement.

12.3 General

Each party must pay its own costs in relation to the negotiation, preparation and execution of this agreement.

13 INDEMNITIES

13.1 General

Agent unconditionally and irrevocably indemnifies Financier against any liability, loss, cost or expense incurred by Financier that is caused or contributed to by:

- (a) failure by Agent to perform any of its obligations under any Transaction Document;
- (b) any Event of Default; or
- (c) the negligence, misconduct, misrepresentation, fraud or dishonesty of Agent or its employees, contractors or agents in relation to this agreement or any Customer Agreement or Security.

13.2 The Equipment and maintenance

Where Agent is the supplier and/or provides maintenance or servicing of the Equipment:

- (a) Agent undertakes to Financier that it will at all times maintain the Equipment in good working order in accordance with usual industry practice and the requirements of any maintenance agreement or other obligation of Agent in relation to the Equipment

("Maintenance Agreement");

- (b) Agent unconditionally and irrevocably indemnifies Financier against any liability, loss, cost or expense incurred by Financier as a result of a Customer failing to pay any rental or other amount (except for maintenance charges) which the Customer Agreement specifies that the Customer is to pay, where the Customer claims, or it can reasonably be inferred from the Customer's conduct, that its failure to make the payment is as a result of:
 - (i) the quality, state, condition, performance, merchantability or fitness for the Customer's purposes of the Equipment;
 - (ii) the failure of the Equipment to perform to the Customer's specifications;
 - (iii) any representation made by Agent, its employees or agents with respect to the Equipment (whether relating to performance, characteristics, functionality or otherwise) which are incorrect or inaccurate;
 - (iv) any other matter relating to the function, characteristics or performance of the Equipment;
 - (v) any act or omission of Agent which the Customer claims is in breach of the Trade Practices Act;
 - (vi) failure by Agent to maintain the Equipment in accordance with the requirements of the Maintenance Agreement; or
 - (vii) failure by Agent to comply with any of its other obligations to the Customer under the Maintenance Agreement, the Customer Agreement or otherwise;
- (c) the indemnities under paragraph (b) operate in favour of Financier whether or not the Customer is in fact entitled to withhold payment as a result of any matter referred to in paragraph (b); and
- (d) if Agent pays an amount to Financier in accordance with this clause, and the Customer subsequently pays that amount or any part of that amount to Financier or to Agent as Financier' agent, Agent may retain for its own purposes or Financier must reimburse to Agent (as the case may be) the amount so paid by the Customer.

13.3 Non-standard Customer Agreements

- (a) Agent must only submit Customer Agreements and Securities to Financier in an Approved Form.
- (b) If any terms and conditions of any Customer Agreement or Security have been amended or varied from the Approved Form then Agent must notify Financier in writing and clearly identify the changes made at the time the agreement is delivered to Financier under clause 4.2.
- (c) Agent must indemnify Financier against any loss or liability arising from or in consequence of any failure by Agent to observe its obligations under this clause.

13.4 Nature of indemnities

Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of Agent and survives the termination of this agreement. Agent must pay to Financier on demand any amount determined by Financier to be payable under any indemnity in this agreement.

13.5 Right to appoint alternate Service Provider

If Agent fails to comply with its obligations in relation to the servicing or maintenance of the

Equipment and does not remedy the failure within 14 days of notice by Financier to do so, Financier may at any time thereafter appoint an alternate maintenance/service provider. Financier may do so by providing written notification to Agent, in which event:

- (a) Agent will cease to be entitled to any further monies for service or maintenance of the Equipment;
- (b) Agent must do all things reasonably required by Financier to facilitate the hand over of maintenance and service obligations to the new maintenance/service provider;
- (c) Agent must provide Financier or the new maintenance/service provider with all information held by Agent in relation to the servicing or maintenance of the Equipment;
- (d) Agent irrevocably appoints Financier as the attorney of Agent for the purpose of signing any agreement and doing anything necessary to terminate the services of Agent under any Maintenance Agreement; and
- (e) the appointment of the new maintenance/service provider will not in any way affect the rights (including any right to indemnity under this Agreement) of Financier or the Customer arising from Agent's breach.

14 MISCELLANEOUS

14.1 Financier' determination and certificate

A certificate by Financier relating to any Transaction Document (for example, as to the amount of any monies owing) is prima facie evidence of the accuracy of the matters referred to in that certificate.

14.2 Amendment

This agreement may only be varied or replaced by a written document signed by Financier and Agent.

14.3 Waiver

A right or obligation under this agreement can only be waived in writing signed by the party entitled to the benefit of that right or obligation.

14.4 Rights cumulative

The rights of Financier under this agreement are cumulative and are in addition to any of its other rights.

14.5 Approval and consent

Except as this agreement expressly provides, Financier may conditionally or unconditionally give or withhold any consent or approval to be given under this agreement and is not obliged to give its reasons for doing so.

14.6 Assignment

Agent may not assign, Encumber or otherwise dispose of or deal with its rights under this agreement, any Customer Agreement or any Security without the prior written consent of Financier. Financier' rights are assignable.

14.7 Counterparts

This agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

14.8 Governing law and jurisdiction

This agreement is governed by and is to be construed in accordance with the laws of Queensland and the parties irrevocably and unconditionally submit to the non exclusive jurisdiction of the courts of that State.

14.9 Entire agreement

This Agreement and any Business Terms from time to time prevailing constitute the entire agreement between the parties in relation to the subject matter of this Agreement.

15 NOTICES

15.1 General

A notice, demand, approval, consent or other communication ("notice") relating to this agreement must be in writing.

15.2 Method of service

In addition to any other lawful means, a notice may be given by:

- (a) being personally served on a party;
- (b) being left at the party's current address for service;
- (c) being sent to the party's current address for service by pre-paid ordinary mail; or
- (d) facsimile to the party's current number for service.

15.3 Address for service

The particulars for service are initially:

Financier:

Address:

Facsimile:

Agent:

Address:

Facsimile:

Each party may change its particulars for service by notice to the other party.

15.4 Service

If a notice is given by:

- (a) post it will be taken to be received 3 business days after posting; or
- (b) facsimile, and the sender's facsimile machine produces a transmission report indicating that the facsimile was sent to the addressee's facsimile, the report will be sufficient evidence that the facsimile was received by the addressee at the time indicated on the report.

EXECUTED as an agreement.

EXECUTED on behalf of **AGENT** under)
section 127(1) of the Corporations Act)
in the presence of)

Director

Name of Director (print)

Director/Secretary

Name of Director/Secretary
(print)

EXECUTED on behalf of)
FINANCIER by its director)
in the presence of)

Signature

Signature witness

Name of witness
(print)