



THIS PAYMENT SCHEDULE IS A TAX INVOICE
Payment Schedule

Forum Finance Pty Ltd. ABN 16 153 301 172 of Level 5, 141 Walker Street,
North Sydney NSW 2060 (the "owner") enters into this Agreement with:

Customer Details

Reference No. _____

Customer Name Veolia Environmental Services (Australia) Pty Ltd

Trading Name _____ ABN 20 051 316 584

Address Level 4, Pirrama Road, Pyrmont, Sydney, NSW Postcode 2009

This is a Payment Schedule dated 14th May 2021 ("**Schedule**") by and between Forum Finance Pty Ltd. (**Supplier**) and Veolia Environmental Services (Australia) Pty Ltd (**Customer**).

In the event of a conflict between the terms of this Schedule and the terms of any software license, product warranty or service agreement between the product vendor(s) shown in Table A (**Product Vendor(s)**) and Customer (**Licence Agreement**), applicable to the Products in this Schedule, the terms of this Schedule shall take priority and prevail. This Schedule, once accepted by the Supplier returning an executed copy of the Schedule, constitutes a binding contract subject to the terms and conditions in Annexure A.

Product Description (Table A)

The items described below are the software and/or hardware products the subject of this Schedule (Products):

Software

Software Vendor	Software Description
N/A	

Hardware

Hardware Vendor	Hardware Description
Organic Waste Digestors	Refer to Annexure (A)

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
14th May 2021	\$52,200.00	\$5,220.00	\$57,420.00
59 subsequent payments monthly	\$52,200.00	\$5,220.00	\$57,420.00
		Product Price	\$3,445,200.00



Payment Schedule

Product Price and Payment Terms, Cont...

On acceptance of delivery of the Products by Customer the Customer irrevocably acknowledges and agrees that:

- The Product Price shown in Table B is incurred on acceptance of delivery of the Products by Customer and Customer irrevocably commits to paying the Product Price in all circumstances and that its obligation to pay the Product Price is absolute and unconditional from the date of acceptance of delivery of the Products.
- Subject to the provisions in **Annexure A**, the Product Price is payable by installments in the amounts (**Installment Amount**) and on the due dates set out in **Table B** above.

Customer hereby agrees to all terms and conditions of this Schedule (including the terms and conditions attached hereto as Annexure A).

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Schedule to be duly executed by their authorized representatives.

Customer	<u>Veolia Environmental Services (Australia) Pty Ltd</u>	Supplier	<u>Forum Finance Pty Ltd</u>
By	<u></u>	By	<u></u>
Print Name	<u>Preet Brar</u>	Name	<u>Bill Papas</u>
Title	<u>Chief Financial Officer</u>	Title	<u>Chief Executive Officer</u>



Annexure A

THIS PAYMENT SCHEDULE IS A TAX INVOICE Payment Schedule

1	Product Price <p>(a) The Product Price shall be due and payable as shown in Table B of this Schedule and (b) Customer shall pay the Product Price in the instalments and on the due dates set out in Table B of this Schedule in full in cleared funds without any abatement, set-off, withholding, defense or counterclaim for any reason whatsoever (including, but not limited to, a force majeure event). The Supplier will issue a separate tax invoice to the Customer for payment of any instalment before its due date but any failure by the Supplier to issue the separate tax invoice does not affect the Customer's obligation to pay the instalments on the due dates as set out in Table B.</p>	6	Indemnities <p>The Customer unconditionally and irrevocably indemnifies the Supplier against liability, loss and reasonable costs, charges or expenses incurred in connection with: (a) an Event of Default; (b) any new legislation or change in any legislation or regulation, or any change in any ruling, guideline, directive or requirement issued by a governmental authority or body or any change in the interpretation of any such legislation or regulation, ruling, guideline, directive or requirement that affects this Schedule, the transactions under it, the Supplier's obligations under this Schedule or the Supplier's return under this Schedule; (c) the early termination of this Schedule; (d) any security interest provided under this Schedule not having its intended priority, failing to attach to the Product (if applicable), not being perfected, being void, illegal, invalid, unenforceable or of limited force and effect; (e) any claim or demand made by any third party in relation to the Product, including without limitation any claim for the infringement of a patent, trademark, copyright or other intellectual property right; (f) any steps taken by Supplier or the Assignee to administer, exercise, enforce or preserve any of its rights under this Schedule.</p>
2	Assignment <p>CUSTOMER MAY NOT ASSIGN, NOVATE OR GRANT AN ENCUMBRANCE THIS SCHEDULE OR THE RIGHTS AND/OR OBLIGATIONS HEREUNDER, NOR SHALL THE CUSTOMER ENCUMBER, LEASE OR LEND THE PRODUCTS OR SUBMIT THEM TO BE USED BY ANYONE OTHER THAN CUSTOMER'S EMPLOYEES OR AGENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUPPLIER. The Customer agrees that the Supplier may, without notice to or consent of the Customer, assign to the benefit of a third party ("Assignee") its rights, title and interest, in whole and in part, to receive the Product Price and any other amounts payable by the Customer pursuant to the Schedule ("Assigned Payments"). The Assignee shall not be liable for or be required to perform any of the Supplier's or Product Vendor's obligations to Customer under or in connection with this Schedule, the Products or any Licence Agreement, such obligations being retained by Supplier and/or Product Vendor (as the case may be) each in their own capacity. For the avoidance of doubt, service credits, rebates or price reductions, if applicable, shall be independent of the Customer's obligation to pay the Product Price and shall not have the effect of reducing the Product Price payable. Customer's obligation to pay the Product Price and liability therefore is absolute and unconditional, and is separate and completely independent of the delivery, performance or quality of the Products and of any Licence Agreement. The Customer may have with the Product Vendor or any other person and without limiting the foregoing, the Customer's obligation to pay the Product Price shall continue notwithstanding (and shall not be affected by, released and/or reduced as a result of) any of the following (each a "Relevant Event"): (a) any breach under or in connection with this Schedule, the Products or any Licence Agreement and/or any wrongful or negligent act or omission by or on behalf of the Supplier and/or the Product Vendor; (b) any dispute between the Product Vendor and/or the Supplier and the Customer; (c) any change or revision to this Schedule; (d) any termination or suspension of this Schedule in whole or in part for any reason whatsoever; (e) any accident or damage to and/or loss of any Product (or any function thereof) or the Customer being unable to use any Product, in each case for any reason whatsoever; and/or (f) any Event of Default. None of the foregoing shall affect any right the Customer may have to bring a claim in damages against the Supplier or the Product Vendors directly.</p>	7	Ownership <p>Ownership of Product which is Hardware remains with the Supplier until all amounts due from the Customer under this Schedule are received by the Supplier in clear funds.</p>
3	Events of Default <p>The term "Event of Default" shall mean any one or more of the following: (a) Customer shall fail to pay any Product Price when due and such failure is not cured within 10 days; (b) Customer shall fail to perform any other covenant or agreement hereunder and such failure is not cured, if capable of being remedied, within 15 days after written notice from the Supplier; (c) Customer or any guarantor of Customer's obligations (each a "Guarantor") commence any action for relief under any laws relating to bankruptcy, insolvency, reorganization or relief of debtors or is otherwise unable to pay its debts as and when they fall due; (d) Customer shall enter into a merger or other transaction in which it is not the surviving entity, sell or transfer all or substantially all of its assets, or take any step to dissolve itself or be terminated; (e) there is a change in the ownership or control of the Customer, funding arrangements, business management or financial condition of the Customer that would have a material adverse effect on the Customer's ability or willingness to perform its obligations under this Schedule; or (f) any representation or warranty made by Customer to the Supplier in connection with this Schedule shall prove at any time to have been untrue or misleading in any material respect.</p>	8	Risk of Loss, Insurance <p>Customer shall take out third-party insurance with a reputable insurer approved by the Supplier and accept responsibility for any loss or damage to the Hardware while in its possession.</p>
4	Remedies <p>Upon the occurrence of any Event of Default, in whole or in part and for whatever reason, the Supplier (or Assignee, if applicable) may by notice to the Customer exercise any one or more of the following remedies: (a) declare all Product Price (or Assigned Payments, if applicable) due and unpaid on the date of Event of Default and all Product Price which would have fallen due on or after the date of Event of Default pursuant to Table A of this Schedule, accrued interest, late charges, taxes, and other amounts due under or in connection with this Schedule, to be immediately due and payable; (b) charge Customer interest on all Product Price (or Assigned Payments, if applicable) due to the Supplier (or Assignee, if applicable) at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, from the date of the Event of Default until paid in full (before and after judgment); (c) require Customer to cease use of all Product, delete all Software from Customer's computer systems and deliver all Hardware (and all documentation) to the Supplier at Customer's expense; (d) require payment of any costs incurred by the Supplier (or Assignee, if applicable) in terminating or replacing any funding arrangements entered into in connection with the provision of the Product (or provision of funds by the Assignee in connection with the assignment of rights contemplated hereunder, if applicable); and/or (e) require payment of any taxes applicable to any of the foregoing amounts (together "Termination Payment"). The Customer agrees that the Termination Payment is fair and reasonable, and is not a penalty.</p>	9	Covenants <p>Customer represents, warrants and covenants to the Supplier as of the date hereof, that: (a) Customer (and each Guarantor, if any): (i) is duly organized and validly existing under the laws of the state of its organization; (ii) has adequate power and capacity to enter into this Schedule and any other documents required to be delivered in connection herewith (hereinafter "Documents"); and (iii) holds each authorization and consent necessary for it to conduct its business as it is now being conducted; (b) the Documents have been duly authorized, executed and delivered by Customer and each Guarantor and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (c) Customer's payment obligations under this Schedule rank at least equally with all of its other unsecured and unsubordinated payment obligations, other than obligations that are mandatorily preferred by law; (d) Customer has disclosed to the Supplier all the information that is material to an assessment by the Supplier of the risks that it assumes by entering into this Schedule and the transactions under it; (e) Customer has not asserted against the Supplier, and has no basis to assert: (i) any set-offs, counterclaims or defences to Customer's obligation under this Schedule; or (ii) any claims in connection with the Products; (f) Customer has not received or been promised any credits, rebates, refunds or other compensation, in cash or in kind, with respect to the purchase of the Products, except as disclosed to the Supplier; and (g) Customer shall keep the Products free of all liens and encumbrances, except for the rights of Product Vendor and any Assignee.</p>
5	Termination <p>This Schedule shall terminate on receipt of all monies due from the Customer unless terminated earlier in accordance with this clause 5. Subject to this clause, neither party shall be entitled to terminate this Schedule prior to that date. Notwithstanding the foregoing, the Supplier (or Assignee, if applicable) may terminate this Schedule by notice to the Customer at any time after the occurrence of an Event of Default. Termination shall be without prejudice to the accrued rights and remedies of either party. In particular, the Customer's obligations set out in clauses 1, 2, 4, 6 and 7 of this Schedule shall survive any such termination of this agreement.</p>	10	PPSA <p>As security for Customer's obligations under this Schedule, Customer grants to Supplier a security interest in the Products. The Supplier may, at the Supplier's expense, apply for any registration, or give any notification, in connection with any security interest for the purposes of the PPSA, and for whatever class of collateral Supplier thinks fit. The Customer consents to any registration or notification by the Supplier and agrees not to make an amendment demand. The Supplier need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded. The Supplier need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded. The Customer agrees that the Supplier need not comply with sections 95, 118, 121(4), 125, 130, 132(3) (d) and 132(4) of the PPSA, or any other provision of the PPSA notified to the Customer by Supplier after the date of this Schedule, and the Customer may not exercise any rights under sections 142 and 143 of the PPSA, to the extent that the law permits these provisions, rights and requirements to be excluded. Whenever the Supplier or the Assignee reasonably requests Customer to do anything: (a) to ensure that this Schedule or any security interest is fully effective, enforceable and perfected with the contemplated priority; (b) for more satisfactorily assuring or securing to the Supplier or the Assignee the property the subject of any such security interest in a manner consistent with this Schedule; or (c) for aiding the exercise of any power in this Schedule, the Customer shall do it promptly at its own cost. For the purposes of this clause, PPSA means the Personal Property Securities Act 2009 (Cwlth).</p>
		11	Choice of Law <p>This Schedule and any non-contractual obligations arising out of or in connection with it are governed by the laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdictions of the Courts of New South Wales and Courts of Appeal from them.</p>
		12	Waivers <p>Customer shall not be discharged from its obligations hereunder except by payment and performance in full of all such obligations.</p>
		13	Entire Agreement <p>This Schedule contains the entire agreement between Customer and the Supplier relating to the subject matter hereof. No agreements or understandings shall be binding on the parties hereto unless set forth in writing and signed by the parties. Time is of the essence in this Schedule. Any wording of this Schedule held unenforceable in any jurisdiction shall be deemed deleted to the extent of such unenforceability without invalidating the remaining wording and/or provisions of this Schedule.</p>



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iugis.com

Level 5
141 Walker Street
North Sydney, NSW 2060

1 of 3

IPS.Version1 / Nov.2019

CB0318

Agreement To. _____

Agreement No. _____

Product Description	Serial No.	Location Address
lugis Amazon 1000	IG1001GR01176	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01177	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01178	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01179	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01180	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01181	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01182	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01183	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01184	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01185	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01191	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01192	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01193	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01194	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01195	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01196	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01197	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01198	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01199	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01200	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01201	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95027	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR95028	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR95029	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR95030	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR95031	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR95032	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR95033	19 McDonald Road, Brooklyn VIC 3025

Customer's Signature

Signed for and on behalf of: Veolia Environmental Services (Australia) Pty Ltd

ABN: 20 051 316 584

Signature: 

Name of Signatory: PREET BRAR

Title of Signatory: CFO Date: 14th April 2021