

Neopost Finance Australia Rental Terms and Conditions NFR01/2012.

The terms and conditions set out in Section One of this document (these "Terms and Conditions") and the information in the Rental Schedule shall bind You and Neopost Finance Australia Pty Limited ABN 46 154 889 068 ("we", "us" or "our") in a Rental Agreement.

It is agreed that:

1. MEANING OF WORDS AND INTERPRETATION

1.1 Words used in these terms which begin with capital letters have the meaning given below or as those words appear, are described or have information associated with them in the Rental Schedule. "Business Day" means a day on which banks are ordinarily open for business in New South Wales.

"Commencement Date" means the date set out in the Rental Schedule or, if none is set out, the date the Goods are purchased from the Supplier.

"Controlling Person" means, in relation to any person ("first person"), any other person or persons who, directly or indirectly and either alone or together with other persons, may control the first person, which includes the capacity to determine the outcome of decisions about the first person's financial and operating policies, but does not include the directors of a publicly listed company.

"Default Event" means any of the events described in clause 13.1.

"Default Rate" means the rate set out in the Rental Schedule or, if none is set out, then 2% more than the Implicit Rate.

"Excluded Loss" means any loss or damage suffered by You which is indirect; or which results from some special circumstance or supervening event; or which is by way of loss of revenue, loss of profits, loss of production, loss of goodwill or credit, loss of business reputation or future reputation or publicity, loss of use, loss of interest, damage to credit rating, loss or denial of opportunity, loss of anticipated savings, or increased or wasted overhead costs; or which relates to expenses caused by the breach or rendered futile by the breach; or which is not a natural and immediate consequence of the breach; or which is suffered by You as a result of a claim upon You by a third party; or which consists of a claim for personal injury or damage to property.

Neopost Australia Pty Ltd (ACN 072 349 949) of Unit 1 Block Q Regents Park Estate, Princes Road East, Regents Park in the State of New South Wales.

"Goods" means each and every item specified in the Rental Schedule and includes any part of them, together with all spare parts, enhancements and updates which may be incorporated with the Goods during the term of the Rental.

"Implicit Rate" means the interest rate used by us in calculating the Rent Instalments.

"Insurance" means any insurance cover required to be entered into by You under clause 11.1.

"Market Value" means the value of the Goods as determined by a person nominated by us as being experienced in valuing goods of a type which are similar to the Goods.

"Minimum Term" means the period commencing on the Commencement Date and continuing for the period so described on the Rental Schedule.

"Neopost Website" means the website as notified by us from time to time.

"Net Rent Instalment" means the amount that You must pay us for the Rental under this Rental Agreement and excludes the amount of any Service Fee.

"Postage Meter" means a machine approved by Australia Post that prints an indicia onto a mail item indicating the postage value;

"PPS Act" means the Personal Property Securities Act 2009 (Cth).

"PPS Law" means:

- (a) the PPS Act and the regulations made under the PPS Act as amended from time to time; and
- (b) any amendment made to any other legislation as a consequence of the PPS Act, including, without limitation, amendments to the Corporations Act 2001 (Cth).

"Proceeds" has the meaning given to that term under the PPS Act.

"Rebate Rate" means 2% less than the Implicit Rate.

"Recoverable Amount" is the total of the following:

- (a) the sum of each Net Rent Instalment and any other money then due and owing to us but not paid; plus

- (b) the sum of the Net Rent Instalments owing but not yet due (after deduction of any GST) as discounted by applying to each Net Rent Instalment the Rebate Rate (in each case the Rebate Rate applies to each Net Rent Instalment from the date the Recoverable Amount is payable to the date the Net Rent Instalment would have been due); plus
- (c) all amounts payable under clauses 5.8 and 5.10.

However:

- (d) if termination occurs within 3 months before or at any time after the end of the Minimum Term, since You are required to give us notice of termination of the Rental under clause 3, the Net Rent Instalments referred to in subclause (b) will be those that would have been payable if You had given a notice of termination under clause 3 on the date of termination of the Rental; but
- (e) if, prior to the termination of the Rental, You had given a notice under clause 3.1, the Net Rent Instalments referred to in subclause (b) will be those which would have been payable if the Rental had terminated as a result of Your notice.

You agree that in the calculation of the Recoverable Amount, particularly in relation to our entitlement to Net Rent Instalments not owing as at the termination of the Rental, we need not attempt to rent the Goods to anyone else after they have been returned to our possession.

"Rent Instalment" means an amount equivalent to the Rental Package plus GST.

"Rental" means the rental or lease of Goods by You from us in accordance with the terms and conditions of this Rental Agreement.

"Rental Agreement" means an agreement between You and us which consists of a Rental Schedule and these Terms and Conditions.

"Rental Package" means the amount so described on the Rental Schedule and includes the Net Rent Instalment and the Service Fee, if any.

"Rental Schedule" means a schedule in such form as we may give You which, if it is completed and accepted in accordance with these Terms and Conditions, will make a Rental Agreement and Services Agreement.

"Security Interest" means:

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

"Service Fee" means any fees or other amounts that are payable by You under the Services Agreement or a Supply Agreement, as notified to us by You or the supplier under that Supply Agreement, but does not include, for the avoidance of doubt, any additional fees under the Services Agreement or any amount that we pay to a supplier that is referred to in clause 6.7.

"Service Level Agreement" or "SLA" has the meaning given to that expression in the Services Agreement.

"Service Plan" has the meaning given to that expression in the Services Agreement.

"Services" means any maintenance, support or other services whatsoever in connection with the Goods.

"Services Agreement" has the meaning given to that expression in Section Two of this document.

"Supply Agreement" has the meaning given to that expression in clause 6.6.

"Supplier" means the supplier or suppliers from whom we purchased the Goods at Your request.

"You" or "Your" means the person named as a client in the Rental Schedule, and each and every one of them, jointly and severally.

In the interpretation of the Rental Agreement:

- (a) the singular includes the plural and vice versa, any gender includes the other genders and a person includes an individual, a body corporate or a government body;
- (b) any warranty, obligation or right which binds or benefits two (2) or more persons under the Rental Agreement binds or benefits those persons jointly and severally;
- and
- (c) "includes" means includes but without limitation.

2. AGREEMENT

2.1 You may offer to lease or rent Goods from us by giving us a signed Rental Schedule. You may only withdraw or vary this offer with our consent. If we accept an offer made by You in a Rental Schedule, then we will have entered into a Rental Agreement with You. By giving us a signed Rental Schedule

You also enter into a Services Agreement on the terms and conditions set out in Section Two of this document.

- 2.2 Our acceptance of Your offer will occur on the earlier of:
 - (a) the date that we sign the Rental Schedule; and
 - (b) the date that we pay for the Goods for the purposes of the Rental Agreement.
- 2.3 Clause 2.2 is the only way in which we will accept Your offer to lease or rent Goods from us. Neither the payment by You of any money on account of rent (even if we accept it), nor any representations made by the Supplier, nor any agreement which we make with the Supplier can be relied upon to establish the Rental Agreement.
- 2.4 Our acceptance of Your offer may be subject to a guarantee being given by someone nominated by us and in the form of the annexed Guarantee and Indemnity, if any.
- 2.5 If You have executed the Rental Agreement as trustee of a trust, whether or not that fact is disclosed to us, the Rental Agreement is binding on You personally and in Your capacity as trustee.
- 2.6 This Rental Agreement supersedes any existing agreement relating to the rental or lease of Goods between You and us. To the extent there is any inconsistency, the terms of this Rental Agreement will prevail.
- 2.7 In the event that the Minimum Term of this Rental Agreement is more than one year then You acknowledge and agree that this Rental Agreement forms a PPS Lease (as that expression is defined in the PPS Law).

3. TERM OF RENTAL AGREEMENT

- 3.1 The term of the Rental is determined in accordance with this clause 3. The Rental Agreement will begin on the Commencement Date (unless an earlier date is agreed under clause 5.3).
- 3.2 Unless terminated earlier under clause 14, the Rental Agreement will expire at the end of the Minimum Term if, and only if, You confirm that You want this to happen by notice in writing to us not more than six nor less than one month before the end of the Minimum Term.
- 3.3 If You do not give the notice required by clause 3.2, the relevant Rental Agreement will be extended upon the same terms until You terminate it by giving us written notice, which will take effect one month after the next Rent Instalment payment date.
- 3.4 If You wish to vary the Rental Agreement, whether in relation to the Minimum Term or the Goods, we will consider Your request, but whether we allow the variation will be entirely at our discretion.

4. DELIVERY OF THE GOODS AND RISK IN THEM

- 4.1 You are responsible for obtaining delivery of the Goods.
- 4.2 Before You obtain delivery of the Goods, You must satisfy Yourself as to their identity, condition, merchantable quality and fitness for Your purpose.
- 4.3 You acknowledge and represent that You have not had any Goods in Your possession or in the possession of another person at Your request for a period longer than 14 days prior to the date we pay for the Goods under this Rental Agreement, or if the Goods constitute Inventory, as defined under the PPS Act, then not prior to the date that we pay for the Goods under this Rental Agreement.
- 4.4 If You obtain possession of the Goods before the commencement of the Rental, You will do so at Your own risk and not as our agent.
- 4.5 You will not, without our prior written consent, permit any Goods to become a fixture or an accession to anything that is not also subject to a Security Interest in our favour and, in those circumstances, only if the priority on that Security Interest is no less favourable than the priority of our Security Interest in the Goods that are to become a fixture or an accession.

5. PAYMENT OF RENT AND OTHER MONEY

- 5.1 You must pay all of the Rent Instalments to us on or before the dates set out, referred to or otherwise described in the Rental Schedule for the term of the Rental. For the sake of certainty, You must pay us the Rent Instalments, in advance, at the Frequency stated on the Rental Schedule and, if no Frequency is stated, then each Rent Instalment must be paid to us in advance of each calendar month during the term of the Rental. The term of the Rental is determined in accordance with clause 3.
- 5.2 You must pay on demand our standard fees and charges (such as late payment fees and bank fees we incur from time to time), as appear on the Neopost Website from time to time.
- 5.3 If we agree that the Rental may begin before the Commencement Date, You must pay rent from the day on which the Rental begins until the Commencement Date, with each day calculated as one day's proportion of a Rent

- Instalment (and, if Rent Instalments are payable quarterly, it will be deemed that each quarterly period has 91.25 days).
- 5.4 The Rent Instalments and all other amounts payable under the Rental Agreement must be paid by direct debit in accordance with our repayment procedures (as notified to You in writing from time to time) or in such other manner as we may direct You in writing from time to time in funds that are immediately available to us.
 - 5.5 A payment which You make is not considered made until we have actually received the money.
 - 5.6 You must pay interest to us on any money payable under the Rental Agreement which may from time to time be overdue and also on any damages which You may be liable to pay to us at the Default Rate.
 - 5.7 You must pay to us all costs and expenses, including legal costs, which we incur in exercising any of our rights under the Rental Agreement, including any amounts which we pay to release any lien claimed by anyone over the Goods or to remedy any breach of Your obligations under the Rental Agreement.
 - 5.8 You must pay, or reimburse us for, all duties, taxes and other government charges which are payable by us or You and which in any way relate to the Goods, their use, possession or operation, the Rental Agreement or the Rental and we may, by notice to You, vary the Rent Instalments due to any variation in any such government charges.
 - 5.9 In the following subclauses, GST, Input Tax Credit, Input Taxed and Taxable Supply have the same meanings as under A New Tax System (Goods and Services) Act 1999.
 - 5.10 Subject to clause 5.11, if we are or become liable to pay GST in relation to any Taxable Supply made to You under or in connection with the Rental Agreement, in addition to any other amounts payable or consideration provided by You under this Rental Agreement, You must, at the same time, pay to us an amount equal to the amount of GST we have to pay. However, we must reduce this amount by the amount of any Input Tax Credit which we notify to You that we are entitled to claim in respect of the payment, cost, expense or liability.
 - 5.11 Clause 5.10 does not apply to the Rent Instalments to the extent that they are expressed to be inclusive of GST.
 - 5.12 A certificate issued by us as to an amount of money owing under the Rental Agreement is prima facie evidence of that fact.
 - 5.13 Your obligation to pay the Rent Instalments is absolute and unconditional and (without limitation) will continue even if the Goods break down, are defective, damaged, lost, stolen or destroyed and You agree not to exercise or seek to exercise any right or claim to withhold payment or claim any deduction or set-off.
 - 5.14 If You are required by the Rental Schedule to pay a deposit, it is a payment in consideration of our entry into the Rental Agreement and is not refundable.
 - 5.15 We may, without notifying You or any guarantor:
 - (a) debit to any account held by You or the guarantor with us any amount payable by You or the guarantor, as the case may be, under this Rental Agreement; and
 - (b) set off any amount payable by us to You or the guarantor against any amount payable by You or the guarantor, as the case may be, under this Rental Agreement; and
 - (c) set off any amount payable by us to You or the guarantor against any amount payable by You, the guarantor or any of Your related bodies corporate to us on any account whatsoever.
- 6. YOUR WARRANTIES, OBLIGATIONS REGARDING SERVICES AND OTHER ACKNOWLEDGEMENTS**
- 6.1 You warrant to us that:
 - (a) all information which You have given to us is correct and not misleading;
 - (b) in entering into the Rental Agreement You have not relied upon any conduct of or statement made by us or anyone acting on our behalf concerning the effect on You of entry into the Rental Agreement, Your financial affairs or taxation position, the quality of the Goods or their suitability for any purpose or the classification of this transaction under Australian Accounting Standards; and
 - (c) You are authorised to enter into the Rental Agreement and in doing so You are not in breach of any authorisations or regulations affecting or controlling You or Your business.
 - 6.2 The Rental Agreement and the Services Agreement collectively sets out the whole agreement ("Whole Agreement") between You and us in respect of the Goods. Subject to the provisions of the Australian Consumer Laws, which are not excluded, restricted or modified by this provision, we are not responsible for any usage, performance or service issues, warranties or other benefits which are, or which You may require, in connection with the Goods or any related services other than as expressly provided in the Whole Agreement. Any claim which You may have in connection with the Goods, any services or any software to be used with the Goods, whether against the Supplier or any other person, will not affect Your obligations under the Rental Agreement (including without limitation the payment of Rent Instalments under Clause 5).
 - 6.3 We are not liable to You if there is any variation in the Goods, our bailment of them to You or Your use of them which arises out of anything done by You, the Supplier or any other supplier of any thing to You (including, in relation to software, the copyright owner or the licensor but excluding our agents or subcontractors), including any termination of the right to use any software or other thing in connection with or forming part of the Goods.
 - 6.4 You acknowledge and agree that if the section titled "Service Schedule" in the Rental Schedule indicates that You have selected a Service Plan or SLA, and we have accepted Your offer in accordance with clause 2.2, then we will arrange for the services referred to in that Service Plan or SLA to be provided by Neopost or our subcontractor on, and subject to, the terms and conditions set out in the Services Agreement and the terms and conditions set out in the corresponding document for that Service Plan or SLA that we provide to You from time to time. You acknowledge and agree that, in the event that You are not satisfied with the services provided by us or Neopost, the taking of any action or the bringing of any claim against us or Neopost in respect of those services shall not affect Your obligations under the Rental Agreement (including without limitation the payment of Rent Instalments under Clause 5).
 - 6.5 You acknowledge and agree that if the section titled "Service Schedule" in the Rental Schedule has been left blank then, subject to clause 6.2, we have no obligation to provide any services to You in respect of the Goods whatsoever and any services that we do provide to You, at our sole discretion, shall incur an additional fee that You must pay us in accordance with, and subject to, the terms and conditions set out in the Services Agreement. You acknowledge and agree that any services that we agree to provide to You will be provided by Neopost, or our subcontractor or such other nominee that we may choose at our sole discretion, as our agent or subcontractor.
 - 6.6 If You enter into an agreement with any third party for the provision of Services in connection with any or all of the Goods (each being a "Supply Agreement") and You have agreed or requested that any Service Fees payable by You for the provision of the Services under that Supply Agreement will be included in the calculation of the Rent Instalments (and we have agreed for this to happen), then:
 - (a) we will collect the Service Fees from You on behalf of the counterparty to the Supply Agreement, but we otherwise have no obligations in relation to any Supply Agreement; and
 - (b) the balance of the Rent Instalments which we may recover from You as part of the Recoverable Amount under clause 14 will not include any Service Fees. However, if the Supply Agreement is terminated for any reason and we have been notified of it, then the Rent Instalments payable by You under the Rental Agreement on and from the date of termination of the Supply Agreement will be the Net Rent Instalments.
 - 6.7 If we have been requested to include in the amount that we will pay (or have paid) for the purchase of the Goods an amount for warranties, maintenance or other support services to be provided to You by You or a supplier in connection with the Goods or an amount for licence fees or other amounts payable in respect of software which is to be used with the Goods, then:
 - (a) the amount we pay for any of these things will be included in the calculation of the Rent Instalments;
 - (b) Your rights to receive or have the benefit of the warranties, services or software are separate from the Rental Agreement and found only in Your arrangements with the supplier of warranties, services or software;
 - (c) the amount which we may recover from You as part of the Recoverable Amount under clause 14 will include the amount so paid by us (less any amount that You have already paid to us as part of a Rent Instalment), irrespective of whether a warranty, maintenance or other support service or any software provided to You is defective or unsuitable or You no longer receive or have the benefit of it after the termination of the Rental; and
 - (d) we are not responsible in any way for, and exclude all liability in respect of, any issue relating to such warranties, services or software. You must seek any redress in relation to these issues from the supplier of them.
 - 6.8 If, for any reason, there is an early termination of the term of the Rental, then any amount paid by us (including any amount paid by us to a supplier at Your request under clause 6.7) which may be recovered from a supplier in respect of any maintenance or support services or software, because You no longer receive the services or use the software, is a matter for You to arrange with the relevant supplier and will not affect our entitlement to recover from You the balance of the Rent Instalments under clause 14. Of course, if any such supplier makes a refund to us of any licence, maintenance or support fees, we will set them off against any amount which You owe us under the Rental Agreement.
 - 6.9 If You have executed the Rental Agreement as trustee of a trust ("Trust"), whether or not that fact is disclosed to us, You undertake and warrant to us that:
 - (a) You enter into the Rental Agreement for a proper purpose of the Trust;
 - (b) You have power and authority under the terms of the Trust to enter into the Rental Agreement;
 - (c) You have the right to be fully indemnified from the assets of the Trust, in priority to any beneficiaries of the Trust, for all liabilities which You may incur in connection with the Rental Agreement.
 - 6.10 If we purchase the Goods from You, You represent that at the time we purchase the Goods we will receive good title to the Goods free of any encumbrance, Security Interest or any other interests.
- 7. USE, MAINTENANCE, REPAIR AND WARRANTIES**
- 7.1 Subject to our obligations under the Services Agreement, if any, You must at all times maintain the Goods in good working order and condition and in accordance with the manufacturer's specifications and recommendations. If You have elected to maintain the Goods yourself, You must keep detailed maintenance records and produce them to us whenever we require it and also produce a copy of Your maintenance agreement (other than the Services Agreement) for the Goods or such other evidence as we regard as satisfactory of their being maintained as required by this clause.
 - 7.2 You must only use the Goods for the purpose for which they were designed and in accordance with the manufacturer's instructions.
 - 7.3 You must only engage qualified personnel to undertake any repairs or other services to the Goods and not do anything which may cause any such person to believe that we will be responsible for paying that person's account.
 - 7.4 You must not make any alteration or addition to the Goods which may adversely affect their Market Value without our prior written consent.
 - 7.5 You must not remove the Goods from the Location set out in the Rental Schedule without our written consent.
 - 7.6 You must ensure that the Goods are only used by persons with proper qualifications and experience and must maintain all user logs or other records customarily maintained for such goods.
 - 7.7 You must keep the Goods secure from theft or damage and not do or allow anything to be done which is likely to jeopardise their safety, condition or value.
 - 7.8 You must keep the Goods under Your personal control and not enter into any agreement with anyone in relation to the Goods (except as required to maintain or repair them) or do anything to prejudice our rights in the Goods.
 - 7.9 You must ensure that all warranties, service level agreements, maintenance and other performance requirements which You may wish to rely upon in relation to the Goods are arranged directly between You and the Supplier or other relevant person. We have no liability to You for any of these things unless we have expressly agreed to do so under and in accordance with the terms and conditions of the Services Agreement.
 - 7.10 You are responsible for obtaining and maintaining at all times all licences or registrations required by law in connection with the Goods or their use.
- 8. COMPUTER EQUIPMENT AND POSTAL METERS**
- 8.1 Subclauses 8.2, 8.3 and 8.4 apply where the Goods are computer or other information technology equipment ("hardware") or software.
 - 8.2 You must ensure that all enhancements or upgrades to any software or firmware (such as the operating system or other operating software) required for the use of the Goods, as from time to time are generally made available by the manufacturer of the hardware to other users, are installed on the hardware.
 - 8.3 If any amount which we have paid when purchasing the Goods relates to software which forms part of or is supplied for use with the Goods, then we give You a right to possess the relevant copy of that software during the term of the Rental Agreement to the extent that we are entitled to do this (Your right to possess it may be affected by the licence terms set by the licensor of the software). You are

- responsible for ensuring that You are licensed to use that software and we do not provide You with any right to use the software and do not otherwise make it available to You.
- 8.4 Upon termination of the Rental and prior to our retaking possession of the hardware, You must remove from the hardware all data and application software. We will not be liable for any loss of data nor for any deletion of any data or software subsequently made by us. You indemnify us against any loss, damage, liability or expense arising from a claim made by any person and any damages or costs in relation to or arising from our possessing or selling the hardware when there is that person's or another person's data or software on it, or any deletion of any data or software subsequently made by us.
- 8.5 You are responsible for and must pay all costs, expenses or fees associated with a licence between You and Australia Post for a Postage Meter including any fees to keep the Postage Meter operating properly and all postage costs unless those fees or costs are expressly required to be paid by us under this Rental Agreement or the Services Agreement.
- 9. OUR OWNERSHIP, RIGHTS AND CAPACITY**
- 9.1 The Goods are our property. You are a bailee of the Goods only and have no right to purchase or acquire any interest in them.
- 9.2 You agree that we may have entered into the Rental Agreement for another person in any capacity we choose (including as agent for an undisclosed principal) and in such a case that person shall have the benefit of all rights, warranties, undertakings and indemnities of or in favour of us under the Rental Agreement and may, in any way, charge or deal with our interests under the Rental Agreement without notice to You. We may provide information about this Rental Agreement, You and any of Your related bodies corporate (as defined in the Corporations Act 2001) to any person with whom we have dealings in relation to the Rental Agreement.
- 9.3 You must ensure that we have access to the Goods, at any time, in order to exercise any of our rights, including testing the Goods or otherwise checking whether You have complied with Your obligations. You authorise us to enter any premises where the Goods are located for these purposes (and will obtain such an authorisation, from any person having a proprietary or security interest in the land or premises on which the Goods are situated, on request by us). We will give You reasonable notice before doing so, unless we consider we must act quickly in order to protect our interest in the Goods.
- 9.4 You acknowledge that this Rental Agreement is a security agreement under the PPS Law and creates a Security Interest in the Goods that is irrevocably granted by You to secure the punctual payment of all amounts owing by You under the terms of this Rental Agreement and the performance of all Your other obligations under this Rental Agreement. You agree that the Security Interest created by this Rental Agreement attaches or otherwise takes effect immediately upon You obtaining possession of the Goods. The Security Interest created by this Rental Agreement extends not only to the Goods but also to all and any Proceeds arising from any dealings with the Goods.
- 9.5 Even though You have granted a Security Interest over the Goods to us, You may keep possession of the Goods subject to the Security Interest.
- 9.6 You must ensure that any replacement part becomes our property and is subject to the Security Interest in our favour created by this Rental Agreement.
- 9.7 You must not place, or allow to be placed, on the Goods any plates or marks that are inconsistent with our ownership or the Security Interest granted by You to us in accordance with the terms of this Rental Agreement. If we ask, You must affix to the Goods a readily visible plate or sign that brings the existence of our interest in the Goods to the attention of other persons and states that the disposal of the Goods or the granting of a Security Interest over the Goods which is not otherwise permitted under this Rental Agreement will breach this Rental Agreement, and not remove or change, or allow any person to remove or change, that plate or sign unless we first give our consent.
- 9.8 You must not part with possession of the Goods without our consent. If You do part with possession of the Goods or deal in any way with the Goods in breach of this Rental Agreement, You acknowledge that we have not authorised such a dealing or agreed that such a dealing would extinguish the Security Interest created by this Rental Agreement and such Security Interest continues in the Goods despite the dealing. Despite anything referred to in this clause, we do not agree to subordinate any Security Interest we have in the Goods.
- 10. SOME OF YOUR FURTHER OBLIGATIONS**
- 10.1 You must notify us immediately of any change in Your address.
- 10.2 You must produce the Goods for inspection whenever we request You to do so.
- 10.3 You must notify us immediately following any loss or damage to the Goods.
- 10.4 You must not assign the Rental Agreement or any of Your rights without our prior written consent, which shall not be unreasonably withheld by us.
- 10.5 You must indemnify us and keep us indemnified against any claims or costs of any kind arising out of the use, operation or possession of the Goods (including any claims in relation to a breach of any other person's intellectual property rights, damage to any property or the death of or injury to any person) and for any action taken by us under or in relation to the PPS Law, including any registration, or any response to an amendment notice or demand or any request under the PPS Law.
- 10.6 You indemnify us and keep us indemnified against, and must therefore pay us for, any liability, loss (including loss of profit), costs, charges or expenses (including legal expenses on a full indemnity basis) we suffer or incur arising from or incurred in connection with:
- exercising or attempting to exercise any right or remedy under this Rental Agreement or the Services Agreement; and
 - a representation or warranty in clause 6.10 proving to be incorrect.
- 11. INSURANCE**
- 11.1 You must at all times during the Rental (and during any time before or after then when the Goods are in Your possession) maintain prudent insurance, including public liability insurance for injury or damage caused by use of the Goods, property insurance against loss or damage to the Goods, for all risks in connection with the Goods and for their Market Value (and we may notify You of what this amount should be).
- 11.2 You must provide us with accurate copies of all insurance policy documents, certificates of currency or proof of payment relevant to the Goods whenever we request You to do so.
- 11.3 In accordance with clause 11.1, You must not do or fail to do anything which would:
- result in any Insurance claim being refused or not met in full;
 - vary any Insurance in any material respect without our consent; or
 - enforce, conduct, settle or compromise any Insurance claim without our consent.
- 11.4 You must notify us of any circumstances, which may entitle a claim to be made under any Insurance.
- 11.5 You must forward to us any proceeds or any payment of any entitlement sent to You under any Insurance for the Goods under the Rental Agreement, unless we agree otherwise. Any such amount may be applied by us towards the repair or replacement of the Goods or the reduction of Your liability to us, at our discretion.
- 11.6 Any money we receive under any Insurance for loss or damage to the Goods which is not applied towards the repair or replacement of the Goods will be applied as follows:
- first, in reimbursing any costs incurred by us in obtaining or attempting to obtain any of this money;
 - second, in reduction of any amount payable by You under clauses 14, 15, or 16;
 - third, in refunding to You any amount You have paid to us under clauses 14, 15, or 16; and
 - the balance, if any, is for us to keep.
- 11.7 In the event of early termination of the Rental under clause 14, You will be solely responsible for the termination of any Insurance and any refund of premium and any amount to be refunded will not affect Your liability to pay us the full amount of the Recoverable Amount.
- 11.8 If You do not give us evidence of insurance acceptable to us covering our interest in the Goods You will be in breach of the terms of this Rental Agreement. In this case we may obtain insurance covering our interest in the Goods from an insurer of our choice. This insurance will not cover You against any risks. If we take out the insurance You will pay us an amount calculated by reference to our costs of taking out, acquiring and maintaining such insurance and our fees for our services in placing and maintaining such insurance (insurance charge). You will pay the insurance charge in instalments allocated, at our discretion, to some or all of the remaining instalment amounts and balloon payments, unless the total amount owing has become due for payment under clause 14.2 or 15.3 in which case any unpaid insurance charge is immediately payable by You. We will not be liable to You if we terminate any insurance coverage that we arrange.
- 12. IMPLIED WARRANTIES AND LIMITATION OF LIABILITY**
- 12.1 To the full extent permitted by law, we exclude all express or implied terms, conditions and warranties other than those set out in a Rental Agreement, and will not be liable for any loss or injury to any person, or any damage to, or loss or destruction of, property, arising from the possession, control, operation or use of the Goods.
- 12.2 Notwithstanding clause 12.1, nothing in a Rental Agreement is intended to exclude, restrict or modify any obligation we have that cannot be lawfully excluded, restricted or modified.
- 12.3 To the full extent permitted by law, our liability in connection with a Rental Agreement or any Goods (including for breach of a condition or warranty implied or stipulated into a Rental Agreement by law) is limited (at our option) to either replacing the relevant Goods with the same or similar Goods, or paying the cost of replacing the relevant Goods; or repairing the relevant Goods or paying for its repair.
- 12.4 To the full extent permitted by any applicable State, Territory or Commonwealth law and subject to clause 12.3, our liability in damages in connection with a Rental Agreement shall not include liability for any Excluded Loss.
- 12.5 If the supplier or manufacturer of the Goods has given us warranties for those Goods then, to the full extent permitted by law, You can make any claim on the supplier or manufacturer that we could have made.
- 12.6 Subject to the provisions of clauses 12.1 and 12.4, and despite any implication arising from any other provisions of the Rental Agreement or a Supply Agreement, we are not, and will not be, liable to You in contract, in tort (including negligence), under any statute (to the extent permitted by law) or otherwise for, or in respect of, any direct, indirect or consequential loss or damage arising out of any breach or other act or omission in connection with the Rental Agreement or a Supply Agreement, nor for any amounts payable under obligations of indemnity or restitution or other entitlements You may have to compensation.
- 12.7 Whether or not Division 1 of Part 3-2 of the Australian Consumer Law (as defined in the Competition and Consumer Act 2010 (Cth)) or any law to a similar effect applies our liability for anything in relation to the Goods, their use, or their installation, including damage or economic loss to anyone, is limited as much as it can be.
- 13. DEFAULT EVENTS**
- 13.1 A Default Event occurs if:
- You fail to pay any one or more Rent Instalments in whole or in part and also fail to comply with any subsequent notice by us requiring payment to be made;
 - You fail to pay any one or more Rent Instalments in whole or in part and also fail to meet a subsequent undertaking (written or oral) given by You to us to remedy the default;
 - You default in complying with any of Your obligations under clause 11 (Insurance);
 - You purport to assign or in any way deal with the Goods or any of Your rights under the Rental Agreement without our consent;
 - the Goods are lost or destroyed or we form a reasonable opinion that they are so damaged as to make their repair uneconomical;
 - You default in complying with any obligation under the Rental Agreement (except where there is an event described in subclauses 13.1(a) to 13.1(e) above) and the default is not remedied within 14 days of us giving You notice of the default;
 - You are a corporation and action is taken by You or another person on the basis that You are insolvent or unable to pay Your debts when they are due, including any application for the appointment of a liquidator, receiver or administrator;
 - You are an individual and You die or become incapable of managing Your own affairs by reason of mental illness or other condition;
 - You are a partnership and the partnership is dissolved or an application is made to a court for dissolution of the partnership;
 - the holder of any security given at the time over any of Your assets becomes entitled to exercise any powers arising on default pursuant to that security or otherwise take action to enforce the security;
 - an event described in subclauses 13.1(g) to 13.1(j) occurs in relation to any guarantor of any of Your obligations under the Rental Agreement or the guarantor, if an individual, becomes or becomes liable to be declared bankrupt;
 - any warranty given or representation made by You in relation to the Rental Agreement is false; or
 - we have, at our discretion, determined that there has been a change in the credit risk associated with the Rental Agreement from that which we assessed before the Rental Agreement was entered into (including a change of any Controlling Person whether of You or of any guarantor of any of Your obligations under the Rental Agreement) and no agreement is made with

- You as to a change to the terms of the Rental Agreement which is satisfactory to us.
- 13.2 However, where You have failed to pay part of one or more Rent Instalments, a Default Event will only occur for the purposes of clause 13.1(a) or 13.1(b) (or both) if You have failed to pay part of one or more Net Rent Instalments.
- 14. OUR RIGHTS UPON A DEFAULT EVENT**
- 14.1 You will be deemed to have repudiated the Rental Agreement if a Default Event occurs. We will then be entitled to terminate the Rental immediately by written notice to You or by taking possession or attempting to take possession of the Goods. We do not have to give You written notice of termination if we consider that the Goods or our rights upon termination may be adversely affected if we do not immediately take possession of the Goods.
- 14.2 Upon such termination of the Rental, You are immediately liable to pay to us, without need for any prior demand, and both by way of liquidated damages arising from the Default Event and from the early termination of the Rental, the Recoverable Amount, together with any other amounts payable under the Rental Agreement.
- 14.3 However, if we terminate the Rental under clause 13.1(e) (loss or destruction) the amount payable under clause 14.2 will be the Recoverable Amount plus compensation to us for loss of the Market Value which the Goods would have had if they had not been lost, destroyed or so damaged, assuming that they were in excellent condition for their age prior to this event.
- 15. OBLIGATIONS AT END OF RENTAL**
- 15.1 At the end of the Rental, however it is terminated, we are entitled to possession of the Goods and You must immediately return the Goods in good working order and condition (fair wear and tear excepted) to the place specified by us and do all things necessary to transfer to us any registration, licence or certificate in respect of the Goods, including paying all fees, duties or costs connected with doing so.
- 15.2 If the Goods are not returned to us at the end of the Rental, either with or without our consent, You must pay us by way of rental, or as damages for Your failure to return the Goods, an amount equal to 1 day's proportion of a Rent Instalment for each day until the Goods are delivered to us. You must also pay us for all costs and expenses that we incur in recovering or attempting to recover possession of the Goods.
- 15.3 If You do not return the Goods to us when You are due to do so and we are not able to recover possession of them within a reasonable period of time, we may by notice to You declare them to be lost and You must pay us as compensation for their loss, an amount calculated (as at the date of our notice) in accordance with clause 14.3 and any cost incurred by us in attempting to recover the Goods.
- 15.4 Upon repossession of the Goods, if any software other than application software forms part of the Goods, You assign or licence to us, so far as You can, all of Your rights in the software with power for us to assign or licence such rights to others.
- 15.5 Upon termination, we may hold an auction to sell the Goods or any of them at the Location, and You grant free access to the Location for the purpose of the auction to us and to all persons who request access to attend the auction. You must ensure that any landlord of the Location consents to the auction being conducted at the Location.
- 15.6 If the Goods were in a damaged condition when received by us, the proceeds of any Insurance received by us will also be deducted from the amount You must pay. However, in these circumstances, the insurer may be entitled to take the Goods and, if this happens, we may receive nothing from the sale of the Goods.
- 16. VALUE OF GOODS UPON TERMINATION**
- 16.1 When the Goods are returned to our possession upon any termination (whether early or not) of the Rental and they are not in good working order and condition having regard to the duration of the Rental, You must pay to us any amount which we notify to You as being:
- the difference between the Market Value of the Goods and the Market Value of other goods of that type which are of good condition for goods of a similar age; or
 - if we choose this (and if it is less than the amount which would be payable under subclause 16.1(a)), the cost of repairing the Goods to such a condition.
- 16.2 Upon an early termination of the Rental under clause 14.1, we will credit to You any amount by which the net proceeds of any sale of the Goods (after deduction of all costs and expenses of sale, including storage) exceed the amount which we have provided for in our records as the value of the Goods upon expiration of the Minimum Term, but after that value has been rebated by application of the Rebate Rate over the period between the date of termination and the date when the Minimum Term would have expired.
- 17. PERSONAL PROPERTY SECURITIES LEGISLATION**
- 17.1 This clause has effect despite any other provision of this Agreement.
- 17.2 A term defined in the PPS Law has the same meaning when used in this clause.
- 17.3
- We are not obliged to give any notice or provide copies of any documents required under the PPS Law (including notice of a verification statement) unless the obligation to give that notice or provide that document cannot be excluded.
 - You consent to the waiver in sub-clause 17.3(a).
- 17.4 You acknowledge and agree that, in the event that the Minimum Term is for a period not less than one year, the Rental constitutes a PPS Lease (as that expression is defined under the PPS Act).
- 17.5 We may take all such steps as we consider advisable to register, protect, perfect, record, or better secure our position or any Security Interest in respect of this Rental Agreement under the PPS Law.
- 17.6 We may by notice to You at any time, require You to do any or all of the following things:
- take all steps, provide information, produce documents and obtain consents;
 - execute any notice, consent, document or amendment to this Rental Agreement; or
 - do any other thing, that we consider necessary or desirable to:
- ensure that this Rental Agreement or any Security Interest arising under this Rental Agreement is enforceable;
 - register, protect, perfect, record or better secure our position in respect of this Agreement under PPS Law;
 - preserve our priority position as contemplated by this Rental Agreement; or
 - overcome any defect or adverse effect arising from the PPS Law.
- 17.7 You must:
- comply with the requirements of a notice under clause 17.6 within the time stated in the notice at Your cost and expense;
 - reimburse our costs in connection with anything You are required to do under this clause; and
 - notify us immediately if Your name, address, identifying number or any other information provided by You for inclusion on a Rental Schedule which forms part of a Rental Agreement changes.
- 17.8 We need not comply with any provision of the PPS Act that the parties may contract out of in relation to the Equipment or this Security Interest. If a Default Event occurs and we give You notice to terminate the Rental Agreement under clause 14.1, we are not obliged to accept any amounts from, or accept the performance of an obligation, by You or any person, to remedy the Default Event. You agree that at any time after we give You such notice to terminate and we have begun to take steps to dispose, or re-take possession, of the Goods, we are not obliged to accept any amounts from, or accept the performance of an obligation, by You or any person, to reinstate the Rental Agreement.
- 17.9 Except as required by law, You agree that we are not obliged to comply with any requests from You or any person to provide copies of:
- the Rental Agreement,
 - any statements setting out the amounts due under, the payment terms of, or obligations secured by, the Rental Agreement,
 - a written approval or correction of an itemised list of personal property attached to the request indicating in which items of property the Security Interest is granted, or
 - a written approval or correction of the items set out in clause 17.9(b).
- 17.10 Without affecting Your obligations under this Rental Agreement, if, in our opinion a PPS Law applies, or will in the future apply to this Rental Agreement or any of the transactions provided for or contemplated by it and that PPS Law:
- adversely affects or would adversely affect our security position or our rights or obligations under or in connection with this Rental Agreement ("Adverse Affection"); or
 - enables or would enable our security position to be improved without adversely affecting You in a material respect ("Improvement"), we may by notice to You require You to do anything (including amending this Rental Agreement or executing any new document) that in our opinion is necessary or desirable to ensure that, to the maximum possible extent, our security position, and our rights and obligations, are not subject to an Adverse Affection or are improved by an Improvement. You must comply with the requirements of that notice within the time stipulated in the notice.
- 18. APPROPRIATION OF PAYMENTS**
- 18.1 We may apply any money received from You, or from anyone else on Your behalf, to any money owing by You whether in connection with the Rental Agreement or otherwise and may disregard any directions You give as to how any money is to be applied.
- 19. CERTIFICATES AND NOTICES**
- 19.1 Any notice required to be served on You under the Rental Agreement will be deemed to have been properly served if left at or sent by prepaid post to the last known address, or sent by facsimile to Your last notified facsimile number.
- 19.2 Any notice sent by post to You will be taken to have been received 3 days after the date of posting. Any facsimile to You will be taken to have been received when the transmitting machine records that a successful transmission has been made.
- 19.3 You must advise us as soon as practicable if You change Your address.
- 19.4 Any notice required to be served on us under the Rental Agreement must be:
- in writing and clearly readable;
 - signed by You (or Your authorised signatory);
 - left at our address or sent by registered post to our last known address or to our last notified facsimile number.
- 19.5 Proof of posting or of dispatch of facsimile is proof of receipt:
- in the case of a letter, where a receipt is produced showing that the letter was sent by registered post, on the third Business Day after the date of posting within Australia; and
 - in the case of a facsimile, upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile communication was sent in its entirety to the facsimile number of the recipient notified for the purposes of this clause.
- 19.6 If the time of dispatch of a facsimile is not on a Business Day, or is after 4.00 pm (local time) on a Business Day, it will be deemed to have been received at the commencement of business on the next Business Day.
- 20. POWERS YOU GIVE TO US**
- 20.1 You irrevocably appoint us as Your agent with power to do anything considered by us (acting reasonably) to be desirable or necessary to give effect to the Rental Agreement including the completion or correction of any details in the Rental Schedule consistent with Your circumstances, the doing of anything You should have done pursuant to the Rental Agreement and anything we consider desirable, acting reasonably, to protect or preserve our rights under the Rental Agreement.
- 20.2 You indemnify us and keep us indemnified against any costs or losses incurred, or damages suffered, by us or claims made against us and arising out of or in connection with us acting as Your agent.
- 21. ECOMMERCE**
- 21.1 Information in connection with Your Rental Agreement, including Your finance application, Rental Schedule and other details You provide to us, will be maintained on the Neopost Website. You will be able to access this information only by using a user name and password, which we will provide to You. Any document which we could otherwise send You by hard copy, that is, post or facsimile, may be sent to You by email.
- 21.2 You acknowledge that, due to the nature of the internet, we cannot and do not guarantee the security of information contained on the Neopost Website or transmitted to You by email or other electronic means. However, we employ our reasonable endeavours to safeguard the security of information regarding Your Rental Agreement on the Neopost Website.
- 21.3 Subject to clause 12, we take no responsibility for any loss or damage suffered or incurred by You which arises from the inclusion of information regarding Your Rental on the Neopost Website, nor, for, or in respect of, any claim, demand, action or suit that is made or brought against us in respect of any loss or damage to any reputation, property or any other loss or damage whatsoever arising out of, or as a consequence of any act or omission (whether or not negligent or unlawful) by us, our employees, agents or contractors in storing Your information on the internet, or transmitting such information by means via the internet.
- 22. FINANCIAL INTERMEDIARY**
- 22.1 You acknowledge that our role in this transaction may have been that of a financial intermediary or agent and that we may receive commission brokerage or similar fees which are recovered as part of the Rent Instalments.
- 23. GENERAL PROVISIONS**
- 23.1 No delay or granting of time or other indulgence by us will affect our rights to enforce Your obligations or exercise any right under the Rental Agreement.
- 23.2 No waiver by us of our rights will be implied from anything done or omitted by us. Any express waiver by us of any right

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- will not be deemed to extend to any continuing or recurring default by You of Your obligations.
- 23.3 Every provision of the Rental Agreement is independent of every other provision. Any provision which is prohibited or unenforceable in any jurisdiction is, to the extent of the prohibition or unenforceability, deemed removed without invalidating, so far as possible, the remaining provisions.
- 23.4 We may, without prior notice to You, but subject to Your rights under the Rental Agreement, sell or assign, either absolutely or by way of security, our rights or interests in the Rental Agreement and the Goods.
- 24. APPLICABLE LAW**
- 24.1 The Rental Agreement (and any guarantee and indemnity) is governed by the law in force in New South Wales. You and the guarantor submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.
- 25. EXCLUSION OF LAWS**
- 25.1 Any present or future law that varies Your or the guarantor's obligations under this Rental Agreement is excluded to the extent allowed by law if it affects our rights or remedies adversely.
- 26. DIRECT DEBIT REQUEST - CLIENT SERVICE AGREEMENT**
- 26.1 We will arrange for funds to be debited from Your account as authorised in the direct debit request and Your Rental Agreement.
- 26.2 We will inform You 14 days in advance of any changes to the Direct Debit Arrangement.
- 26.3 You should be aware that:
- Direct Debiting through the Bulk Electronic Clearing System is not available on all accounts conducted by banks/finance institutions; and
 - Account details should be checked against a recent statement from Your financial institution.
- 26.4 It is Your responsibility:
- to ensure sufficient cleared funds are in Your nominated debiting account on the date payments are to be drawn; and
 - to advise us if Your nominated debiting account is altered, transferred or closed.
- 26.5 If the due date for payments falls on a Saturday or a Sunday, bank or Public Holiday or 29th, 30th or 31st day which may not exist in certain months, we will automatically debit the payment on either the previous or next business day.
- 26.6 For returned unpaid drawings, we will treat the payment as if it had never been made. We may attempt to draw the direct debit with or without notice to You and/ or seek an alternate payment method. A fee may be applied for drawings that are returned unpaid.
- 26.7 All requests for changes or cancellation of the Direct Debit arrangements, including requests for deferment of debits, alteration of debit arrangements, stopping or cancelling Your Direct Debit Request should be referred to us in the first instance. Allow 21 days for the amendments to take effect where we agree to the request. Alternatively requests can be direct to Your nominated financial institution.
- 26.8 If You consider that a direct debit has been initiated incorrectly, or if You don't understand any aspect of the direct debit procedure, You should contact us on 1300 362 005 or in writing to PO Box 1294, Macquarie Centre, NSW 2113.
- 26.9 You can also direct Your dispute to Your nominated financial institution by lodging a Direct Debit Claim.
- 26.10 We reserve the right to cancel the Direct Debit arrangement at any time if drawings are returned unpaid by Your nominated financial institution.
- 26.11 Your records and accounts details will be kept private and confidential and will be disclosed only at Your request or at the request of Your financial institution in connection with a claim made on an alleged incorrect or wrongful debit, or otherwise as required by law.

NEOPOST FINANCE AUSTRALIA PTY LIMITED - SECTION TWO - RENTAL TERMS AND CONDITIONS

The terms and conditions set out in Section Two of this document (these "**Service Terms**") shall bind You and **Neopost Finance Australia Pty Limited ABN 46 154 889 068** ("we", "us" or "our") in a Services Agreement.

Applicability. This Services Agreement is made when our representative and either You or Your representative sign the Rental Schedule. In the event that You request or accept services from us or from Neopost, You agree and acknowledge that those services are provided under and subject to the terms and conditions of this Services Agreement. If You have executed this Services Agreement as trustee of a trust, whether or not that fact is disclosed to us, the terms and conditions of this Services Agreement is binding on You personally and in Your capacity as trustee. This Services Agreement supersedes any existing agreement relating to the provision of services between You and us and, to the extent there is any inconsistency with any existing agreement, the terms and conditions of this Services Agreement will prevail. You agree that this Services Agreement remains in full force and effect during the Term. You acknowledge and agree that the information, terms and conditions set out in:

- these Service Terms;
- any clauses of the Rental Agreement that are referred to in these Service Terms;
- the Rental Schedule and Service Schedule;
- a Service Plan (if any); and
- a Service Level Agreement (if any),

shall collectively bind You and Us. The terms and conditions in a Service Plan or in a Service Level Agreement (if any) shall prevail over the terms and conditions in these Service Terms to the extent of any inconsistency.

Definitions. Expressions defined in the Rental Agreement have a corresponding meaning in these Service Terms unless expressly indicated otherwise. In addition, in these Service Terms:

Comprehensive Service Plan means the Service Plan that is described in the boxed section below titled 'Comprehensive Service Plan'; **Breakdown** means a failure by any Equipment, that has not yet reached its Maximum Cycles, to perform its usual or intended functions or to operate in accordance with any relevant Operating Manuals other than as a direct or indirect result of any Damage; **Consumables** means any media or material that is used by Equipment during its normal operation including print heads, ink, toner, printer ribbons, paper and print media; **Cycle** means, in respect of any Equipment, the performance by that Equipment of its primary function or purpose once only; **Damage** means any damage to Equipment that has been caused by You, Your Personnel or any third party (other than our representatives), including any Unauthorised Work, other than reasonable wear and tear arising in the ordinary course of operating the Equipment in accordance with any Operating Manuals; **Equipment** means those goods in respect of which You have paid all Service Fees due and payable to us under this Services Agreement in full; **Intellectual Property** means all forms of intellectual property throughout the world, whether or not it is registered or registrable, including copyright, patent, design, trade mark and confidential information including know-how and trade secrets; **Location** means the initial location to which the Equipment is delivered under the Rental Agreement or such other location that is agreed in writing with us from time to

time; **Maximum Cycles** means, in respect of any Equipment, the maximum number of Cycles specified for that Equipment in the Service Schedule, any Service Level Agreement or any Service Plan or otherwise notified by us to You in writing from time to time; **My Neopost** means a website operated by Neopost on our behalf that is accessible using a compatible computer system and an Internet service to which You have access at Your expense; **Normal Business Hours** means between 8:30am and 5:00pm on each day that is not a Saturday, Sunday or a public holiday; **On-line Service** means a service provided by Neopost on our behalf that enables compatible Equipment to communicate with Neopost's systems through the Internet by means of a compatible computer system and an Internet service to which You have access at Your expense; **Operating Manuals** means, in respect of any Equipment, any manuals or instructions relating to that Equipment on the My Neopost website or provided by us or on our behalf to You or Your Personnel at any time or from time to time; **Personnel** means, in relation to a person, that person's directors, employees, officers, contractors, representatives and agents (if any); **Postage Meter** means a machine approved by Australia Post that prints an indicia onto a mail item indicating the postage value; **Proposal** means a written proposal or offer provided by us or Neopost to You relating to the services we will provide to You under a Service Plan or SLA (if any); **Rental Agreement** has the meaning given to that expression in Section One of this document; **Rental Schedule** means the schedule so described that forms part of the Rental Agreement; **Reset** means the increasing or resetting of postage credits recorded within the electronic control system of a Postage Meter in order to enable that Postage Meter to continue to apply an indicia, representing a current postage value, to an item of mail; **Reset Fees** means a fee charged by us, Neopost or Australia Post in order to perform a Reset on a Postage Meter; **Service Fees** means the amount or amounts that You must pay us for the services that we provide to You under this Services Agreement; **Service Level Agreement or SLA** means a written agreement (if any) in respect of services made between You and us that is referred to in the Service Schedule; **Service Plan** means a written description (if any) of the services that we will provide to You, and the additional terms and conditions on which those services will be provided, that is referred to in the Service Schedule; **Service Schedule** means that part of the Rental Schedule that appears under the heading "Service Schedule"; **Service Terms** means the terms and conditions set out in Section Two of this document; **Services Agreement** means an agreement between You and us which consists of the Rental Schedule and these Service Terms; Term has the meaning given to that expression below; and **Unauthorised Work** means any repairs, alterations or modifications to the Equipment during the Term made by You, Your Personnel or a third party (other than our representatives) without our prior written consent.

Term. This Services Agreement commences on the Commencement Date of the Rental Agreement (unless an earlier date is agreed under clause 5.3 of the Rental Agreement) and continues in full force and effect during the term of the Rental Agreement unless otherwise agreed in writing by us (the Term). Interpretation. In this Services Agreement: words importing the singular include the plural and vice versa; a word derived from a defined word has a corresponding meaning; underlined words are headings that are inserted for convenience only and must not be used when interpreting this Services Agreement; including

and includes are not words of limitation; a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and a reference to a thing includes each part of that thing.

Service Plan or SLA. You acknowledge and agree that it is Your responsibility to select a Service Plan or SLA that is best for Your needs. In the event that You have agreed to enter into a Service Plan or SLA for Equipment, we will refer to that Service Plan or SLA in the Service Schedule and include the Service Fees in the Rent Instalments that You must pay us in the manner set out in Rental Agreement. If You have entered into a Comprehensive Service Plan then our obligations under that Comprehensive Service Plan are set out in the boxed section below.

Your Payment Obligations. During the Term You must pay us the Rent Instalments (that include the Service Fees) in the manner set out in the Rental Agreement.

Additional Fees. You must pay us for any additional fees that we charge You under this Services Agreement within thirty (30) days after the date of our tax invoice in respect of those additional fees. You must, on demand, pay us reasonable interest (calculated daily) and administrative costs that we reasonably determine from time to time if any of Your payments are not received by us within the times set out in this Services Agreement.

Consumables. The Service Fees do not include the cost of any Consumables (unless this Services Agreement expressly provides otherwise) and You must pay us the full price for any Consumables You order or accept from us or Neopost within thirty (30) days after delivery of those Consumables to You.

Your Additional Obligations. If the Service Plan or SLA that You have entered into, if any, does not include the supply of any goods or services to You, then You must pay us additional fees, which are in addition to any Service Fee, for the provision by us at Your request of any such goods or services.

If, at Your request, we perform any work or provide You with any goods or services that are not included in the Service Plan or SLA that is referred to in the Service Schedule (if any) and that we do not have an enforceable obligation to otherwise provide to You in order to comply with our contractual or other legal obligations, then You must pay us additional fees, which are in addition to the Service Fee, for the performance by us of that work or the supply by us of those goods or services.

You agree to pay us additional fees, which are in addition to any Service Fee, in the event that:

- You or Your Personnel fail or refuse to operate the Equipment in the manner set out in the Operating Manuals and Your actions or omissions incur costs for us under this Services Agreement; or
- You or Your Personnel request or require us to provide training and that training is not expressly included in services we are required to provide to You under this Services Agreement.

You warrant and agree that You shall, at all material times: provide our Personnel with safe and unrestricted access to the Equipment and any other goods for which You have requested us to provide any services; ensure that the location, electrical power supply and general environment where You keep any Equipment is suitable for that Equipment and complies with any reasonable

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requirements that we have notified to You in respect of that Equipment; keep the Equipment away from any other chattels which are valuable or sensitive and could be harmed in the event that the Equipment malfunctions; ensure that the Equipment is operated only by, or under the direct supervision of, persons who are trained to our reasonable satisfaction and competent to operate that Equipment in a safe manner in accordance with any safety notices or instructions we or Neopost provide to You from time to time; ensure that unauthorised persons are unable to access, and do not access, the Equipment; and keep the Equipment clean, dry and unobstructed.

Our Obligations and Rights in Respect of Services. Subject to the terms and conditions of this Services Agreement we will arrange to provide to You:

- (a) the services that are set out in any Service Plan referred to in the Service Schedule, if any;
- (b) the services that are set out in the Service Level Agreement referred to in the Service Schedule, if any; and
- (c) any services that You have asked us to provide to You and for which You have agreed to pay us an additional fee that is in addition to the Service Fee,

in respect of the Equipment during the Term, however, our obligation to provide services to You, if any, may cease prior to the end of the Term on a date that we have agreed with You or on a date determined under the terms and conditions of this Services Agreement. For the avoidance of doubt, any and all of our obligations to provide services to You under any Service Plan or SLA commences on the Commencement Date of the Rental Agreement (unless an earlier date is agreed under clause 5.3 of the Rental Agreement) and, in the case of a Service Plan, ceases after the term of that Service Plan described on the Service Schedule has expired or lapsed and, in the case of a SLA, ceases after the term of that SLA has expired or lapsed or the SLA has been terminated in accordance with the terms and conditions of that SLA.

You acknowledge and agree that we are a subsidiary of Neopost and we may engage Neopost to provide any goods or services to You under this Services Agreement on our behalf and we may also subcontract our obligations under this Services Agreement to any third party we choose in our sole discretion.

You acknowledge and agree that we have no obligation to provide any services to You that:

- (a) are not expressly set out in this Services Agreement; or
- (b) are in respect of goods other than the Equipment, unless we agree to do so in writing.

You acknowledge and agree that if, at the time that the Rental Schedule is executed by You, You have not included a Service Plan or SLA by placing a tick or cross in the corresponding box of the Service Schedule, and agreeing to pay us the corresponding Service Fees, then we have no obligation whatsoever to provide any services to You and any services that You request and we provide, at our sole discretion, shall incur an additional fee that You must pay us under this Services Agreement.

In addition to the rights set out below, we may stop providing any services to You if You fail or refuse to perform all of Your obligations under these Service Terms or the Rental Agreement in full and on time. Without limiting the generality of the foregoing, we may cease providing any services to You if You fail or refuse to pay the Service Fees or any additional fees in the manner set out in this Services Agreement or if You fail or refuse to perform Your obligations in full and on time under the Rental Agreement.

Maximum Cycles. Our obligation to provide any services in respect of any Equipment to You under this Services Agreement shall apply only to Equipment that has not reached or exceeded the Maximum Cycles. You must pay us additional fees, which are in addition to the Service Fee, for any services that we provide in respect of any Equipment that has reached or exceeded the Maximum Cycles.

Reconditioning. In the event that we determine, in our sole discretion, that repairs to any of the Equipment is no longer commercially reasonable and any of the Equipment requires reconditioning then we may notify You that reconditioning is necessary and provide You with our estimated additional fees, in addition to the Service Fees, for completing the reconditioning. In the event that You do not agree to pay our additional fees for reconditioning any Equipment, we may at any time at our election and without repudiating

our obligations under this Services Agreement, terminate this Services Agreement or cease providing services in respect of the Equipment that we have determined requires reconditioning. **Postage Meters.** You are responsible for and must pay all costs, expenses or fees associated with a licence between You and Australia Post for a Postage Meter. You must pay any Reset Fees and postage costs unless those fees or costs are expressly required to be paid by us under this Services Agreement or the Rental Agreement.

Normal Business Hours and Location. All of the services referred to in this Services Agreement will be provided by us during Normal Business Hours at the Location. You must pay us additional fees, which are in addition to the Service Fee, for services carried out outside of Normal Business Hours or at a location that is different to the Location, at Your request.

Change in Location. All of the services referred to in this Services Agreement will be provided by us at the Location. In the event that You intend to move any Equipment away from the Location You must notify us in writing of the proposed location of the Equipment (the Proposed Location) not less than fourteen days prior to the intended move. In the event that we may incur additional costs to provide goods or services under this Services Agreement to You at the Proposed Location, we may require You to pay us additional fees, that are in addition to the Service Fee, to continue to perform our obligations under this Services Agreement at the Proposed Location. In the event that You do not agree to pay those additional fees to us in full and on time, then we may at any time at our election and without repudiating our obligations under this Services Agreement, terminate this Services Agreement or cease providing services in respect of the Equipment that You move to the Proposed Location.

Unauthorised work. In the event that You carry out, procure or otherwise authorise the carrying out of Unauthorised Work or tamper with any sealed part of the Equipment without our prior written consent we may, at our election: charge You an additional fee for any work we need to do to return the Equipment to its normal working order; cease providing any services under these Service Terms to You until You have returned the Equipment to its normal working order in accordance with any Operating Manuals; or terminate this Services Agreement.

Our Right to Cease Providing Services. In the event that we have a right under this Services Agreement to cease providing services in respect of any Equipment to You, and we elect to cease providing services in respect of any of that Equipment, we will refund to You any amount already paid by You in respect of that Equipment, our actions shall be deemed not to repudiate our obligations under this Services Agreement and this Services Agreement shall remain in full force and effect for the Term in respect of any remaining Equipment for which we continue to provide services.

Warranties, Guarantees and Repairs. Any goods supplied by us under this Services Agreement come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Other than those statutory guarantees that apply to the goods or services that we supply to You, which are not excluded, modified or restricted by this Services Agreement, and other than the warranties expressly set out in this Services Agreement, to the fullest extent permitted by law, we do not give any guarantee or warranty or make any representation of any kind, express or implied, with respect to the supply of goods or services under or in connection with this Services Agreement.

To notify us of any defects during the warranty period, You can call us on 1800 422 349 or send us an email at technical.services@neopost.com.

Equipment or goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If the Equipment or any goods are capable of retaining user-generated data, repair of the Equipment or those goods may result in loss of the data.

Limitations on our Liability to You. Nothing in this Services Agreement restricts, modifies or excludes any rights You have, or obligations that we have, that cannot be lawfully restricted, modified or excluded. To the fullest extent permitted by law, our liability in connection with this Services Agreement is, in the case of goods, limited at our option to replacing the relevant goods, supplying equivalent goods, repairing the goods or paying to have the goods repaired and, in the case of services,

limited at our option to either supplying the services again or paying the cost of having the services supplied again. You agree and acknowledge that our liability for anything in relation to the Equipment, its use, or its installation, including damage or economic loss to anyone, is limited as much as it lawfully can be. Other than in respect of goods that have a safety defect (as defined under the Australian Consumer Law) and subject to statutory rights that You have under the Australian Consumer Law or other laws, which are not excluded, modified or restricted by this provision, we are not liable to You or any other person, whether in contract, tort (including negligence), under any statute (to the extent permitted by that statute) or otherwise for, or in respect of, any direct, indirect or consequential loss or damage (including loss of profits, loss of revenue, loss of anticipated savings, pure economic loss, loss of opportunity or expectation loss) or any special, punitive or exemplary loss or damage incurred or suffered by You and arising out of any breach or other act or omission in connection with this Services Agreement, nor for any amounts payable under obligations of indemnity or restitution or other entitlements You may have to compensation.

GST. Unless otherwise expressly stated, Service Fees are exclusive of any applicable amount of GST. If we incur a liability to pay GST in connection with a supply to You under this Services Agreement, the consideration that You must pay us for that supply is increased by an amount equal to the GST liability that we incur in making the supply and that amount is payable at the same time as the consideration is payable in respect of that supply.

Default and Termination. In addition to any remedy set out above, if You fail to pay us when due any amount owing to us or fail to comply fully with this Services Agreement then we may do any one or more of the following: require You to immediately pay us the amounts You owe us and to pay us in advance for any further supply; stop supplying anything You have ordered or requested from us and immediately terminate this Services Agreement. In addition to the preceding rights, we may terminate this Services Agreement for our convenience and without cause after ten (10) days' written notice to You.

Indemnity. You immediately indemnify us and our Personnel and shall keep us and our Personnel indemnified against any claims, losses, damages, judgments, liabilities, costs (including legal costs on a solicitor/client basis), debt collection fees, expenses, charges and disbursements we or our Personnel may directly or indirectly suffer or incur arising out of or in connection with: Your failure or refusal to pay all amounts owing by You under this Services Agreement to us when due; any breach by You of any term, condition or warranty under this Services Agreement; or any unlawful or negligent act or omission by You or Your Personnel.

General. We may own or licence and reserve all Intellectual Property rights in any materials we notify or provide to You from time to time. If we or our Personnel make available any Intellectual Property to You, all proprietary rights to that Intellectual Property shall remain the property of its owner or licensee. We may subcontract the provision of any goods or services under this Services Agreement without further notice to You. If any provision of this Services Agreement is or becomes wholly or partly illegal, invalid or unenforceable then that provision is severed from this Services Agreement to the extent of the illegality, invalidity or unenforceability and the remaining provisions shall remain in full force and effect and not be affected and operate as if the severed provision had not been included. We may, but You must not, assign or transfer all or any part of any rights or obligations under this Services Agreement without our prior consent. A right created by this Services Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party. Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Services Agreement. The laws applicable in New South Wales govern this Services Agreement and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia and any courts competent to hear appeals from those courts. This Agreement shall be binding upon the parties and their respective successors, assigns, subsidiaries and affiliates. This Services Agreement may be executed in any number of counterparts. All counterparts taken together constitute the one instrument.

Comprehensive Service Plan: If You have selected a Comprehensive Service Plan in the Service Schedule then, subject to the terms and conditions of the Services Agreement and commencing on the Commencement Date and ceasing after the term set out in the Service Schedule has expired, we will provide a technician (on Your request and during Normal Business Hours at the Location) to repair any Equipment listed in the Service Schedule that is experiencing a Breakdown. We will pay for the cost of any labour or parts required to carry out those repairs, other than any Consumables (for which You must pay us additional fees if we supply Consumables to You at Your request). If the Equipment includes a Postage Meter, then we will provide an On-line Service that enables You to Reset the Postage Meter and we will pay the cost of any Reset Fees (unless the Postage Meter requires a manual Reset). In this Comprehensive Service Plan words have the meaning or information associated with them in the Service Schedule and the above Service Terms. **Document Version: v3.6**