

GENERAL TERMS & CONDITIONS

The completion of this document by you comprises an offer by you to enter into an Agreement with Officeworks Limited (ABN 36 004 763 526) and CSG Finance Australia Pty Ltd (ABN 91 161 231 894) and lease the Equipment (defined below) from CSG Finance Australia Pty Ltd (ABN 91 161 231 894) on the terms set out herein. A binding contract is not formed until the Commencement Date. This Agreement is entered into between you, any Guarantor, Officeworks Limited (ABN 36 004 763 526) and CSG Finance Australia Pty Ltd (ABN 91 161 231 894). In this Agreement, a reference to "we" or "us" or "our" or "CSG" is a reference to CSG Finance Australia Pty Ltd. You and each Guarantor agree that CSG may appoint any of its Related Bodies Corporate to act on its behalf under this Agreement, without notice to you. Officeworks Limited (ABN 36 004 763 526) and/or CSG Finance Australia Pty Ltd (ABN 91 161 231 894) will contact you regarding acceptance in due course. You agree that under this Agreement the Total Minimum Charge is payable by you to us. You also agree that the balance of the Total Minimum Charge may be payable to us if there is an early termination of the Agreement.

1. Commencement and Term

This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated or extended in accordance with this Agreement.

2. Officeworks as agent

- 1.1. We appoint Officeworks as our agent under this Agreement to do the following:
 - (a) issue and deliver all invoices to you under this Agreement;
 - (b) process all payments which are made by you under or in connection with this Agreement;
 - (c) issue and receive all notices and documentation under this Agreement; and
 - (d) from time to time upon request by us, to exercise any rights we have under this Agreement (including enforcing any rights or making any demands for unpaid amounts).

3. Lease

- 3.1. You agree to lease the Equipment from us on the terms and conditions of this Agreement.

4. Delivery and location of Equipment

- 4.1. You will take delivery of the Equipment at the delivery address stated in Schedule A, on our behalf at your own cost and risk of delay.
- 4.2. We will deliver and install the Equipment in Good Working Order.
- 4.3. The taking of delivery is your acceptance of the Equipment as satisfactory to you.

5. Charges

- 5.1. You covenant to pay us the Total Minimum Charge. This is payable on a monthly basis in accordance with clause 5.2.
- 5.2. Each Month of the Term, you must pay the Total Monthly Subscription Charge in full on or before the invoice due date (being within thirty (30) days from invoice date).
- 5.3. All payments due under this Agreement shall be invoiced and payable on or before the invoice due date, and shall in total comprise the Total Minimum Charge and any other monthly charges agreed between us and as set out in the Schedule A – List of Equipment & Technology.
- 5.4. You agree that where you have purchased a Technology Subscription which includes CSG Unified Communications, not all calls will be included as part of your chosen tariff. Additional costs applicable are set out in the Additional Usage Charges described in Schedule B.
- 5.5. You must not withhold, deduct from or claim set-off against any payment due under this Agreement for any reason including (without limitation) any defect in, break down of, or any other matter concerning the Equipment, any dispute between us and you in relation to the Services, the failure by us to provide the Services or any disruptions in the provision of the Services. Where there is any dispute in relation to a payment due under this Agreement, clause 30 (Dispute Resolution) shall apply.
- 5.6. We reserve the right to reasonably vary our charges where our expenses in connection with this Agreement increase including (without limitation) parts, labour, accessories and business expenses. These variations shall be notified to you thirty (30) days prior to them taking effect.
- 5.7. We may elect to calculate and charge you a rate of interest on daily balances on any amount which you do not pay on time for the period it is unpaid at a rate of 12% per annum or the maximum rate allowed by law, whichever is the lower.
- 5.8. All payments under this Agreement will be made by direct debit to Officeworks unless otherwise agreed by the parties.
- 5.9. At any time, we may, but need not apply any amount we owe you, for any reason, towards any amounts payable or secured under this Agreement.
- 5.10. Any payment due on a day which is not a Business Day must be made on the immediately preceding Business Day.

6. Services & Customer Care

- 6.1. Where you have licensed or subscribed to Technology under this Agreement, in consideration for the payment of the Total Minimum

Charge or monthly subscription or licence fee applicable to the Technology, you may use the Technology and we will provide support and maintenance in respect of the Technology in accordance with the terms and conditions of this Agreement.

- 6.2. Where you have leased Equipment under this Agreement, in consideration for the payment of the Total Minimum Charge applicable to the Equipment, you may use the Equipment and we will provide support and maintenance in respect of the Equipment in accordance with the terms and conditions of this Agreement (including any service level agreement provided to you).
 - 6.3. Any Services provided by us in accordance with this Agreement shall be provided during Service Hours.
 - 6.4. Services shall be (i) conducted in a proper, professional and workmanlike manner (ii) where applicable, shall be to a level that results in the Equipment being kept in Good Working Order; and (iii) exercised with a degree of care, skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in Australia in the same type of undertaking under the same or similar circumstances.
 - 6.5. Where in our reasonable opinion we deem it necessary to do so, we may elect to replace Equipment and/or Technology with equipment and/or technology of substantially the same type at any time and at our sole discretion provided that you will not suffer any loss of functionality as a result of such replacement.
 - 6.6. If at any time you are in default of any of your obligations under this Agreement or any other agreement between you and us, then without prejudice to any of our other rights under this Agreement (including but not limited to our rights under clause 20 (Termination) or otherwise, we may at our option:
 - (a) cease performing the Services until the all defaults are remedied by you; or
 - (b) perform Services as we may in our sole but reasonable discretion deem necessary to remedy a default by you. Where Services are performed under this sub-clause (b), they will be deemed to be Out of Scope Services and governed by clause 15 herein and you will pay for them upon demand by us at our current rates.
 - 6.7. We may appoint agents to fulfil any of our obligations under this Agreement excluding the matters specified in clause 1 (Officeworks as agent) .
 - 6.8. You agree that Services exclude Out of Scope Services.
- ### 7. Obligations regarding Equipment
- 7.1. You must ensure that you have all necessary rights to use the Equipment (including any relevant licences or subscriptions, if applicable).
 - 7.2. You agree that the Equipment is and will remain our property at all times and you have no right to purchase or acquire any interest in it and you only have a right to use it in accordance with this Agreement. Moreover, you agree to:
 - (a) where Equipment is not a portable device, not relocate or move (including within the original property it is installed) such Equipment without our prior written consent (not to be unreasonable withheld);
 - (b) reimburse us for expenses incurred by us for relocating or moving non-portable Equipment where consented to and conducted by us (or our appointed agents);
 - (c) ensure the Equipment is used solely in accordance with the manufacturer's instructions and recommendations and for the purpose for which the Equipment was designed;
 - (d) operate the Equipment only in a proper and skilful manner using properly trained and competent personnel;
 - (e) upon our request, produce the Equipment for inspection by a person authorised by us;
 - (f) keep the Equipment under your personal control or supervision at all times;
 - (g) notify us immediately if any Equipment is lost or damaged;

BUSINESS COMPUTING GENERAL TERMS & CONDITIONS

- (h) if any Equipment is damaged (but not beyond economic repair), pay all costs to restore the Equipment to its original condition and ensure that replacement parts become our property free from any Security Interest (other than those in our favour). Any third party used to repair the Equipment must be subject to our prior written approval;
- (i) not sell, hire, dispose, sublet, or part with possession of, or create or permit to subsist any Security Interest (other than in our favour), in the Equipment or any interest in the Equipment, or permit any person to do any of the above without our prior written consent;
- (j) not permit another person, other than us or our authorised representative, the right to access the Equipment to provide the Service or maintenance;
- (k) not alter the Equipment; and
- (l) not use the Equipment for any purpose which is unlawful or which may compromise the safety, condition or our interests in the Equipment.
- 7.3. You represent and warrant (and undertake to ensure) that the Equipment will be wholly used for business purposes and in respect of your normal business operations disclosed to us.
- 7.4. You agree to allow us or our representative to enter any place where any Equipment is located (on reasonable notice and at reasonable times) to (i) Service, (ii) inspect the condition of, and/or (iii) conduct audits in connection with the Equipment and its usage, to ensure compliance with and/or the exercise of our rights under this Agreement.
- 7.5. You represent and warrant that you have satisfied yourself regarding your legal position in respect of this Agreement (including but not limited to taxation) independently and agree that we shall not be liable for any statements made by us or a third party in respect of the foregoing.
- 7.6. You must indemnify us and Officeworks and keep us both indemnified against any liability we or Officeworks may incur under any law relating to taxation as a result of any warranties you provide not being correct at any time or for any loss, reduction or disallowance of any depreciation or of any deduction or rebate of any income tax or other tax upon which we have relied in calculating the charges payable under this Agreement. This indemnity will survive the expiry or termination of this Agreement.
- 7.7. You agree that any Equipment Additions will become our property and will be considered part of the Equipment for the purposes of this Agreement. You must ensure that all Equipment Additions are free of any Security Interests (other than in our favour) prior to them being attached to the Equipment.
- 7.8. You must not permit any Equipment:
- (a) to become a fixture or an accession to; or
- (b) to be manufactured, processed, assembled or commingled with, anything that we do not own or is not subject to a perfected PPS Security Interest in our favour or, and even then only if the priority of that PPS Security Interest is no less favourable than the priority of our PPS Security Interest in the Equipment. If the normal use of the Equipment may require them to become a fixture or an accession then you may request our consent which will not be unreasonably withheld, subject to any conditions reasonably necessary to protect our interest as a secured party under the Security Interest.
- 7.9. You agree to affix Signage, or provide us access to enable us to affix Signage, to the Equipment, at any time upon our request. You must not remove, change, or allow any person to remove or change Signage without our prior written consent.
- 7.10. If you dispose of or otherwise deal with the Equipment or an interest in the Equipment in breach of this Agreement, (other than with our written consent), you acknowledge that our interest (including any Security Interest) continues in the Equipment, despite the disposal or dealing.
- 8. Trustee obligations**
- 8.1. If you enter into this Agreement as trustee of a trust (whether or not disclosed to us):
- (a) you are liable under this Agreement both in your own capacity and as trustee of the trust;
- (b) you represent and warrant that you have power to enter into this Agreement and perform all of your obligations under it;
- (c) you must remain as trustee of the trust throughout the currency of this Agreement; and
- (d) you represent and warrant that you have, and you undertake to retain, a right of indemnity against the trust in relation to all of your obligations under this Agreement.
- 9. Security Interest**
- 9.1. You acknowledge that this agreement creates a PPS Security Interest in the Equipment and is granted by you to secure the punctual payment of all amounts owing by you under the terms of this Agreement and the performance of all your other obligations under this Agreement.
- 9.2. You agree that the Security Interest created by this Agreement attaches or otherwise takes effect immediately upon you obtaining possession of the Equipment. The security interest created by this agreement extends not only to the Equipment but also to all and any proceeds arising from any dealings with the Equipment.
- 9.3. You agree that the Security Interest created by this Agreement must be rank in priority to all other Security Interests granted in respect of the Equipment (whether granted in accordance with or in breach of this Agreement).
- 9.4. Even though you have granted a Security interest over the Equipment to us, you may keep possession of the Equipment in accordance with the terms of this Agreement but subject at all times to the Security interest created hereunder.
- 9.5. You must:
- (a) do or cause to be done anything which we consider necessary or desirable to perfect and protect any Security Interest;
- (b) provide us with all information necessary to ensure that any Security Interest is, and remains, fully effective and with the priority that we require; and
- (c) do everything necessary to protect our title to and our Security Interest, including (without limitation) advising third parties of our ownership of Security Interest. You must refrain from any act or omission the result of which could compromise or give rise to any claim adverse to our ownership of and Security Interest. You must notify us immediately upon obtaining knowledge of any such compromise or claim;.
- 9.6. You represent and warrant that your business and personal name as provided in this Agreement has not changed in the five (5) year period prior to the date of this Agreement (or, where your company has been incorporated for less than five (5) years, since incorporation), and you agree to notify us in writing thirty (30) Business Days' prior to any such change.
- 9.7. As part of any request to transfer, dispose or sub-lease any part of the Equipment, you agree to provide us with all information we require in relation to the transferee to enable us to perfect our PPS Security Interest as against the transferee.
- 9.8. If you sub-lease or transfer the Equipment to a third party whether in breach of this Agreement or not, you will ensure that the third party grants you a Security Interest in the Equipment and you must immediately provide us with all original documents relating to that transfer, sub-lease and/or Security Interest.
- 9.9. If you dispose of the Equipment in a way that gives rise to an account (as defined in the PPSA), whether in breach of this Agreement or not, you must grant us a PPS Security Interest in that account.
- 9.10. You acknowledge and agree that the failure to comply with clause 9 comprises a material breach of this Agreement and any subsequent compliance with your obligations described in those clauses, does not cure any breach of your obligations under this Agreement.
- 9.11. You acknowledge that we may register one or more financing statements in relation to any PPS Security Interest granted by you in our favour created under this Agreement. If permitted by the PPSA, you waive your right under section 157 of the PPSA to receive notice of any verification statement.
- 9.12. You and we agree with each other not to disclose information of the kind mentioned in section 275(1), except in the circumstances required by sections 275(7)(b) to (e). You agree that you will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d) if we approve. Nothing in this clause will prevent any disclosure by us that we believe is necessary to comply with our other obligations under the PPSA, or to any assignee or transferee or potential assignee or transferee of our rights and their respective financiers or potential financiers under this Agreement, or as required by any stock exchange or by law.
- 9.13. To the extent that it is not inconsistent with clause 9.12 constituting a "confidentiality agreement" for the purposes of section 275(6)(a), you agree that we may disclose information of the kind mentioned in section 275(1) to the extent that we are not doing so in response to a request made by an "interested person" (as defined in section 275(9)) pursuant to section 275(1).
- 9.14. To the extent that Chapter 4 of the PPSA would otherwise apply to any enforcement by us of any PPS Security Interest in our favour

BUSINESS COMPUTING GENERAL TERMS & CONDITIONS

- created under this Agreement, we and you agree with each other that the following sections do not apply:
- (a) to the extent that section 115(1) allows them to be excluded: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 138B(4), 142 and 143; and
 - (b) in addition, to the extent that section 115(7) allows them to be excluded: sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.
- 9.15. If section 115(1) does not allow section 125 to be excluded, you agree that at any time after any PPS Security Interest in our favour created under this Agreement has become enforceable, we may delay disposing of, or taking action to retain, the whole or part of the collateral to the extent permitted by law.
- 10. Insurance**
- 10.1. Unless otherwise agreed to by us in writing, you must insure and keep the Equipment insured to the full value of the Equipment, against all usual risks including (without limitation) loss, fire, flood, theft and damage (“**Insurance Events**”). You must obtain such insurance from a reputable insurer noting us as first loss payee. You must ensure that your insurance provider agrees that any reparative or replacement services in respect of the Equipment, which we in our reasonable determination deem necessary as a result of an Insurance Event, shall be conducted by and reimbursed to us.
- 10.2. You agree to (i) provide to us with copies of all insurance policies in respect of the Equipment upon our request, and (ii) not do or permit anything which may prejudice any such insurance.
- 10.3. You indemnify us against any shortfall or lack of insurance coverage in respect of the value of the full repair or replacement of the Equipment by us (in accordance with clause 10.1) in the event of an Insurance Event.
- 11. Loss, Damage & Theft**
- 11.1. You have the option to terminate this Agreement entirely where we agree that the Equipment is damaged beyond economic repair, lost or stolen (regardless of whether this is following an Insurance Event).
- 11.2. Should you choose to terminate in accordance with clause 11.1 you must, on the next date for payment of the Total Monthly Subscription Charge, pay to us:
- (a) the full value of the Equipment at the time of such termination, such value to be determined by us in our reasonable opinion;
 - (b) any charges or other amounts due or outstanding on that date under this Agreement; and
 - (c) any shortfall between the value at (a) above and the balance of the Total Minimum Charge payable under this Agreement until the end of the Term.
- 11.3. Should you not wish to terminate this Agreement in accordance with this clause 11, you agree that we will arrange for the repair or replacement of the Equipment (as necessary) and you agree to pay our costs/fees of such repair or replacement in full should your insurance policy not fully cover such costs.
- 12. Conduct**
- 12.1. You agree to use the Equipment and Technology in compliance with all applicable local, state, federal, and international law and in compliance with all regulations, policies and procedures of networks connected to the Technology and you agree to not use the Technology for illegal purposes.
- 12.2. You shall not use the Equipment and Technology to (i) make any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or include otherwise objectionable communications, (ii) encourage criminal conduct, conduct that could give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation, (iii) gain or attempt to gain unauthorised access to other computer systems, or (iv) interfere with any other person's use and enjoyment of the Equipment and Technology.
- 13. Technology**
- 13.1. We will arrange for the delivery and installation of the Technology at the installation address provided by you and agreed to by us (remotely or physically, as appropriate).
- 13.2. You shall provide us (or our authorised representatives) such reasonable assistance and access as we require to ensure satisfactory installation of the Technology.
- 13.3. Before delivery of the Technology, you will ensure that all space and technical requirements (including but not limited to electrical, minimum hardware, operating system or carrier requirements) necessary to install and accommodate the Equipment have been complied with, and you agree that such compliance will be at your own expense.
- 13.4. We reserve the right to levy Additional Technology Fees. Unless otherwise agreed to by us, any such Additional Technology Fees shall be payable by the due date of your first invoice.
- 13.5. You acknowledge that there is no transfer of title or ownership to you of the Technology or any derivations of it.
- 13.6. You shall be solely responsible for the use, supervision, management and control of the Technology and ensure that the Technology is protected at all times from misuse, damage, destruction or any form of unauthorised use.
- 13.7. We reserve the right to cease the provision of any Technology, or replace the Technology with that of an alternative third party provider's similar technology, at any time upon thirty (30) days' notice to you. You have the right not to accept the provision of the replacement technology. Where you do not accept provision of the replacement technology, or we cease provision of the Technology, the terms of this Agreement in respect of any other Technology and/or Equipment shall continue to apply.
- 14. Compliance with Third Party Terms**
- 14.1. Technology may be subject Third Party Terms. By using the Technology, you agree that you have read, agreed to and shall comply with such Third Party Terms. You agree that you will not use any Technology in a manner that would infringe or violate any Third Party Terms or third party rights and that we are not in any way responsible for any such use by you. You agree to indemnify us in respect of any claims arising out of your breach of the foregoing.
- 14.2. Where there is any inconsistency between this Agreement and Third Party Terms, the terms of this Agreement shall prevail.
- 14.3. You may only use the Technology (i) in accordance with the Third Party Terms; (ii) as otherwise notified by us; (iii) for business purposes; and (iv) in compliance with all applicable laws and regulations.
- 14.4. Without limiting any other remedies available to us under this Agreement or otherwise, or any rights of Technology Licensors against you, any use of the Technology which breaches the Third Party Terms or the intellectual property of the Technology Licensor will entitle us to any available remedy against you.
- 15. Out of Scope Services**
- 15.1. You agree that Services provided under this Agreement exclude any services which may be required as a result of the below (the “**Out of Scope Services**”):
- (a) any technical scoping, consulting and/or preparatory work necessary to advise you in respect of a suitable Equipment and/or Technology solution and to install such solution, such services to be notified to you prior to execution of this Agreement;
 - (b) failures in the Equipment, Technology or your network system, including but not limited to a reduction in the quality of service, which may be due to alterations to the network, operating environment and/or carrier initiated by you, such as changes to the data files, network and/or computing platforms;
 - (c) failures in the Equipment or Technology due to faults in the computer and/or operating system on which the Technology resides or your Equipment is connected;
 - (d) failures in the Equipment or Technology resulting from electro-magnetic interference, power surges and software viruses;
 - (e) problems arising from your use of the Equipment or Technology, other than in accordance with any relevant operating manuals or documentation, misuse, neglect, damage or modification of the Equipment or Technology;
 - (f) legacy versions of the Technology which are no longer supported by the Technology Licensor or any Technology in respect of which you are not a licensee or subscriber;
 - (g) unless otherwise agreed to in writing, any training, including the set up and operation of the Equipment or Technology;
 - (h) any repair or maintenance required in respect of devices or technology not supplied under this Agreement which may be necessary in order for us to continue to fulfil our obligations under this Agreement;
 - (i) on-site service calls in respect of Technology, which will be charged over and above the payments due as specified in the Schedule A – List of Equipment & Technology, at our standard service rates; and
 - (j) any Services necessary outside Service Hours.
- 15.2. Unless otherwise agreed to by us in writing, you agree that any Out of Scope Services required in respect of the Equipment and/or Technology shall be conducted by us or by our appointed agents and shall be charged to you in accordance with our standard Out of Scope

BUSINESS COMPUTING GENERAL TERMS & CONDITIONS

- Services rates, which may be set out in this Agreement or may otherwise be agreed between you and us from time to time.
- 15.3. You must notify us at least sixty (60) days prior to initiating any change in carrier or third party network provider.
- 15.4. We may appoint agents to fulfil any of our obligations under this Agreement including (without limitation) our rights under this clause 15.
- 16. Our Equipment**
- 16.1. In order to fulfil our obligations pursuant to this Agreement, we may from time to time, leave at the installation site tools, test equipment, remote diagnostic equipment, spare parts and various other items and pieces of equipment. You acknowledge that these will remain our property and that you have no right, title or interest to such property.
- 16.2. You agree to exercise all due care and take all necessary precautions to ensure that the property under this section is not damaged in any way and you agree that you shall be responsible for and shall immediately make good at its cost, any damage to property under this section, howsoever caused due to your negligence.
- 17. Essential Terms**
- 17.1. The following terms are deemed Essential Terms to this Agreement:
- (a) you must make all payments due to us under this Agreement within 2 Business Days of the due date;
 - (b) you must comply with all your obligations under this Agreement and, if you fail to fulfil any obligation, you must rectify that obligation within ten (10) Business Days of us notifying you of such failure;
 - (c) you must comply with all Third Party Terms;
 - (d) you must comply with all laws and regulations applicable to this Agreement;
 - (e) you must maintain adequate insurance in respect of the Equipment as per clause 10, throughout the Term;
 - (f) if you are a trustee you must fully comply with clause 8;
 - (g) any Guarantor under this Agreement must not become Insolvent;
 - (h) any representation and/or warranty made by you in connection with this Agreement must be correct and not misleading.
- 18. Default**
- 18.1. Any breach under clause 17 (Essential Terms) is an event of default under this Agreement and you will be taken to have repudiated this Agreement.
- 18.2. If a default under clause 18.1 occurs, then (without affecting any other right or remedy we have under this Agreement or at law or in equity) we may at our option:
- (a) take action to force you to perform your obligations under this Agreement; or
 - (b) terminate this Agreement in accordance with clause 21;
- and in either case we may also take action against you to recover damages for breach of this Agreement.
- 19. Exclusion of Warranty and Liability**
- 19.1. Neither Officeworks nor CSG make any express warranties in respect of the Equipment, Technology, Services or Out of Scope Services under this Agreement and we exclude all implied warranties (other than those which cannot be excluded by law).
- 19.2. You acknowledge and agree that:
- (a) before signing this Agreement you have satisfied yourself as to the suitability and specifications of the Equipment and Technology and its fitness for your purposes and on delivery will satisfy yourself of its condition and agree that you have not relied on any representation or warranty provided by us or a third party relating to the same;
 - (b) you have relied solely upon your own judgment in all matters relating to the selection of the Equipment and Technology and the entering into this Agreement; and
 - (c) your obligations under this Agreement, including (without limitation) the obligation to pay charges, will continue despite any defect in, malfunction or breakdown of the Equipment or Technology or any other matter concerning the Equipment or Technology.
- 19.3. To the full extent permitted by law, neither Officeworks nor CSG are liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Equipment or Technology including (without limitation) loss of profits, loss of data, or special, punitive, incidental or consequential damage that you or any third party may suffer, provided that such loss is not due to the negligence or breach of this Agreement by Officeworks or CSG.
- 19.4. To the full extent permitted by law, each of Officeworks and CSG limits its liability for anything in relation to the Equipment and Technology and their use (however arising whether in tort, contract or otherwise), including damage or economic loss, at our option, to:
- (a) the replacement or cost of replacement of the relevant Equipment or Technology with the same or equivalent Equipment or Technology; or
 - (b) the repair or cost of repair of the relevant Equipment or Technology.
- 19.5. To the full extent permitted by law, each of Officeworks and CSG limits its liability for anything in relation to the provision of the Services and Out of Scope Services (howsoever arising whether in tort, contract or otherwise), including damage or economic loss, at our option, to the resupply or cost of resupply of the relevant Services or Out of Scope Services.
- 20. Representations and warranties generally**
- 20.1. You make the following representations and warranties in favour of CSG and Officeworks (and are taken to repeat these statements on each day of the Term):
- (a) the Agreement is binding and enforceable against you, does not breach any obligation binding on you and is an effective Security Interest over the Equipment;
 - (b) you and each Guarantor are not Insolvent;
 - (c) you and each Guarantor have not breached any terms of this Agreement;
 - (d) no litigation, tax claim, dispute or other proceeding is current or, to your knowledge, threatened which may have a material adverse effect on your or a Guarantor's financial position, your ability to meet your repayment obligations under or in relation to this Agreement or any Security Interest created under this Agreement;
 - (e) all information (including information about your financial position) you have given us or Officeworks is true and complete. It is not misleading, by omission or otherwise; and
 - (f) the statements applicable to you or any Guarantor in this Agreement are true.
- 20.2. You acknowledge that CSG and Officeworks have relied on all representations and warranties made by you and any Guarantor under this Agreement (including under this clause 20).
- 21. Termination**
- 21.1. If there is a breach of any Essential Term specified in clause 17 or a default has occurred under clause 18 we may terminate this Agreement, in whole or in part, at our sole discretion. We reserve the right to terminate this Agreement entirely where your breach of an Essential Term or a default under this clause is in respect of only part (not all) of the Equipment and/or Technology under this Agreement.
- 21.2. You have no right to terminate this Agreement for convenience unless we otherwise consent to such termination, in our sole and absolute discretion, upon written request from you. Where we consent to such termination by you, such termination shall occur no less than ninety (90) days from receipt of such request. We reserve the right to reject any request to terminate this Agreement under this clause in our absolute and sole discretion.
- 21.3. If either party's right to terminate under clause 21.1 or 21.2 is exercised, upon termination you must immediately, in respect of the Equipment and/or Services the provision of which is terminated:
- (a) at our option, deliver up the Equipment in Good Working Order and condition to such place as we may reasonably direct in writing, remove or destroy any Technology which is installed onsite, or provide us with access and reasonable assistance at our request for us to remove the Equipment and Technology;
 - (b) if you do not provide us with the access or assistance requested under (a) above, you agree that we may enter any premises where we believe the Equipment and Technology may be located. In such event you release us from any liability or damage incurred in retaking or attempting to retake possession of the Equipment and Technology;
 - (c) pay us all amounts (including without limitation all charges) payable but unpaid under this Agreement; and
 - (d) pay the Termination Value to us in liquidated damages.
- 21.4. You agree that where we collect the Equipment in accordance with clause 21.3(a) above, you will pay to us our standard Equipment collection fee of \$750 (excl. GST) per Equipment.
- 21.5. You agree that where we remove any Technology installed onsite in accordance with the above, you will pay to us our standard Technology de-installation fee of \$500 (excl. GST).

BUSINESS COMPUTING GENERAL TERMS & CONDITIONS

- 21.6. You agree that the Termination Value is specifically calculated as a genuine pre-estimate of our loss and damage caused by your breach or early termination of this Agreement.
- 21.7. Neither termination nor payments made under this clause affect any other rights we have under this Agreement or at law or in equity.
- 22. Return of Equipment and Holding Over**
- 22.1. Subject to clause 22.3, on the date specified as the end of the Term, you must return the Equipment to us in Good Working Order, and in good repair (fair wear and tear excepted) to a place we nominate.
- 22.2. If you do not deliver up the Equipment as you are required to, you agree that we may enter any premises where we reasonably believe the Equipment may be located. In such event you release us from any liability or damage incurred in retaking or attempting to retake possession of the Equipment.
- 22.3. If you do not return the Equipment and/or remove the Technology upon the expiration of the Term, the Term will be extended on the same terms on a Month to Month basis. In such case you must continue to pay charges as if the Term had not come to an end.
- 22.4. Any such extension will continue until the Equipment and Technology is returned to us (which you may only do at the end of a Month).
- 22.5. Payment of additional charges by you under this clause 22 will not affect our ownership of or our PPS Security Interest in the Equipment or any of our rights under this Agreement.
- 23. Software**
- 23.1. You must ensure that you have all necessary rights to use any Software licences, if applicable.
- 23.2. If the Equipment includes Software or where Software forms part of the subject matter of Schedule A, or where Software is used or intended to be used with any Equipment, you acknowledge and agree that:
- we have made no representation or warranty to you, express or implied, concerning the Software including (without limitation) any warranty as to the merchantability, fitness for any purpose or our title to or ability to grant any rights to you for that Software;
 - we do not select, manufacture, distribute or license the Software and you have made the selection of such Software based upon your own judgement and expressly disclaim any reliance on any and all statements made by us or our agents;
 - your obligations under this Agreement are separate and completely independent of the delivery, performance or quality of the Software and of any agreement or contract you may have with any other person whatsoever including (without limitation) in respect of any licence, services or maintenance in connection with that Software;
 - without limiting any provision of this Agreement, you may not refuse to make a payment under this Agreement because your right to use the Software is defective for any reason, or the Software is defective in any respect, or a breach occurs of any agreement or contract you may have with any person whatsoever or of the obligations or undertakings of any person to perform any obligation or provide any service or maintenance in connection with that Software;
 - no separate licence fee is payable to us in relation to that Software;
 - we are under no obligation whatsoever to ensure you obtain quiet enjoyment of the Software;
 - we do not provide, and are under no obligation to provide, any services, warranties or guarantees whatsoever in connection with the Software; and
 - you waive any and all claims (including any claim based on strict or absolute liability in tort to the full extent permitted by law) that you may have against us for any and all loss, damage including (except to the extent due to our fraud, wilful misconduct, or gross negligence) loss of profits, loss of data, or special, punitive, incidental or consequential damage) or expenses in connection with the Software, even if we have been advised of the possibility of such damage, loss, expense or cost.
- 23.3. In the event of any breach or default under any licence or service agreement, your sole remedy shall be against the licensor or service provider under that agreement and you shall remain absolutely and unconditionally obligated to pay all charges and other amounts due under this Agreement when due in accordance with this Agreement and your obligations under this Agreement shall continue notwithstanding the repossession, loss, damage, loss of right to use or non-performance of the Software, any Equipment, or any services in connection with the Software or any Equipment.
- 24. Where the Equipment includes Serial Numbered Property**
- 24.1. You must notify us immediately in writing if a new or different serial number is allocated to any Serial Numbered Property.
- 24.2. You must not change, remove, deface or obscure the serial number of any Serial Numbered Property.
- 25. Costs, Duties, Charges**
- 25.1. You must immediately on demand by us pay or reimburse us for:
- all taxes (excluding income tax), stamp duties and other duties, any payment, receipt or other transaction arising under or in connection with this Agreement;
 - any expenses which we may reasonably incur in retaking or attempting to retake possession of the Equipment;
 - any moneys we deem reasonable to make good any breach of this Agreement by you;
 - any reasonable costs or expenses (including legal costs and other expenses on a full indemnity basis) reasonably incurred by us in connection with the protection of the Equipment or the enforcement of our rights under this Agreement; and
 - any fees or charges reasonably incurred by us as a result of action taken by us under or in relation to the PPSA, including any registration, or any response to an amendment demand or a request under section 275 of the PPSA, or any search of the PPS Register, excluding any costs, charges and liabilities caused by our fraud, negligence or wilful misconduct.
- 25.2. Where we are obliged to pay GST under this Agreement, the payments due will be increased to cover the amount of that GST (only to the extent that GST has not already been expressly included). Further, if we are not entitled to an input tax credit for an acquisition made by us under or in relation to this Agreement, then we may increase the amounts payable by you under this Agreement on account of such amount. If we incur expenses for which you must indemnify or reimburse us, we will not pass on to you any GST included in those expenses to the extent that we are entitled to an input tax credit for that GST.
- 26. Commissions**
- 26.1. If applicable, you agree to our paying commission, fees or other remuneration to any broker, agent, dealer or other person who introduces you to us or us to you.
- 27. Indemnities and Release**
- 27.1. You indemnify us against and must immediately pay us on demand in respect of any amount payable under the following:
- any loss of or damage to the Equipment, however arising including (without limitation) lawful confiscation;
 - liability for any death, injury or damage to any person or property arising directly or indirectly from the Equipment and/or Technology, or their use;
 - any Security Interest not having its required priority, failing to attach to the Equipment, not being perfected, being void, illegal, invalid, unenforceable or of limited force and effect; and
 - any loss or liability incurred by us arising from your default or early termination of this Agreement, or possession, use or operation of the Equipment.
- 27.2. You indemnify Officeworks and must immediately pay Officeworks on demand in respect of any amount payable to Officeworks payable under the following:
- any loss of or damage to the Equipment, however arising including (without limitation) lawful confiscation;
 - liability for any death, injury or damage to any person or property arising directly or indirectly from the Equipment and/or Technology, or their use;
 - any loss or liability incurred by Officeworks arising from your default or early termination of this Agreement, or possession, use or operation of the Equipment.
- 27.3. Each indemnity in clauses 27.1 and 27.2 is a separate and independent obligation and continues after termination of this Agreement.
- 27.4. You unconditionally release us and Officeworks from any loss, damage, claim or liability incurred in relation to the condition, quality and fitness of the Equipment, and the use of the Equipment, unless caused by our gross negligence or breach of the Agreement.
- 28. Severance**
- 28.1. If any provision of this Agreement is or becomes illegal, invalid or unenforceable, it shall be severed and the remaining provisions shall continue unaffected.
- 29. Governing Law**
- 29.1. This Agreement is governed by the laws of New South Wales and you agree to submit to the jurisdiction of the court system of New South Wales.
- 30. Dispute Resolution**

BUSINESS COMPUTING GENERAL TERMS & CONDITIONS

- 30.1. In the event of a dispute with respect to any aspect of this Agreement, the parties will discuss in good-faith to reach an amicable resolution, and to escalate such resolution process to the appropriate members of their respective management organisation who have the power and authority to achieve a successful resolution. Before either party commences an action against the other party, it shall give written notice to the other party of its intention to file such action, and the senior management of the parties then shall meet in good faith to resolve the dispute by an alternative dispute resolution method such as mediation.
- 31. Waiver and variation**
- 31.1. No waiver by us of any default, breach or repudiation by you will affect any of our other rights under this Agreement.
- 31.2. No variation to this Agreement is legally binding unless agreed in writing between the parties.
- 32. Assignment and dealing with rights**
- 32.1. We may sell, novate, assign, grant a security interest or declare a trust over, in whole or in part, any of our rights under this Agreement or in the Equipment.
- 32.2. You may not sell, novate or assign either absolutely or by way of security your rights under this Agreement or in the Equipment.
- 33. Notices**
- 33.1. You must notify us in writing if you change any of your details in the Cover Page.
- 33.2. Notices from us to you are deemed validly served where delivered to you, posted to the last address we have on record, or sent to you via email.
- 34. Blanks and Corrections**
- 34.1. You irrevocably authorise us to complete or correct any incomplete or incorrect sections or descriptions in the Cover Page and/or Schedule A – List of Equipment & Technology, including (without limitation) the serial or registration numbers and/or other identifying details of the Equipment or Services.
- 35. Guarantee and Indemnity**
- 35.1. This clause applies where one or more persons are referred to as Guarantor in the Cover Page.
- 35.2. In consideration of CSG and Officeworks entering into this Agreement, all Guarantors unconditionally and irrevocably guarantee to CSG and Officeworks (i) the due and punctual payment of all monies and damages payable by you under this Agreement, and (ii) the due and punctual observance and performance of all your obligations under this Agreement.
- 35.3. Each Guarantor also unconditionally and irrevocably indemnifies CSG and Officeworks against all damages, liabilities, losses and expenses which we may suffer or incur by reason of:
- (a) any liability being unenforceable against you in whole or in part for any reason;
- (b) any amount not being recoverable from you for any reason; or
- (c) any payment made to us being void or voidable.
- 35.4. The Guarantor must pay any amount claimed under this clause 35 on demand. Interest will accrue daily on any such amount unpaid at the rate referred to in clause 5.7.
- 35.5. All obligations of the Guarantor under this Agreement are principal and continuing obligations and will not be affected by any act, matter or circumstance of any nature relating to, including but not limited to: (i) this Agreement, (ii) your legal status, (iii) any security interest, or (iv) any act, omission or waiver.
- 35.6. The Guarantor is not entitled to be subrogated to or be entitled to the benefit of a dividend or payment which we may receive in relation to you.
- 35.7. In the event of your liquidation, the Guarantor will only lodge a proof of debt or claim with our consent, and only to enable us to receive the benefit of that debt or claim.
- 35.8. The Guarantor warrants to having:
- (a) received a commercial benefit under this Agreement; and
- (b) obtained or had the opportunity to obtain legal advice in relation to the effect of this guarantee and indemnity.
- 35.9. Multiple Guarantors are jointly and severally liable.
- 35.10. The Guarantor must not exercise any right of set-off or counterclaim which reduces or extinguishes your or the Guarantor's obligations under this guarantee and indemnity.
- 35.11. If any transaction or payment relating to the monies payable under this guarantee and indemnity is unenforceable or refundable:
- (a) we will be entitled against the Guarantor to all rights under this guarantee and indemnity we would have had if the transaction had not occurred or if the payment had not been received by us; and
- (b) the Guarantor must do all things and sign all documents necessary or convenient to restore to us our rights under this guarantee and indemnity immediately before that transaction or payment.
- 35.12. The Guarantor must pay to us on demand our costs and expenses relating to the enforcement of, and the preservation of our rights under, this guarantee and indemnity including (without limitation) legal costs and other expenses on a full indemnity basis.
- 36. Information**
- 36.1. During the term of this Agreement you must provide to us from time to time upon request copies of your financial statements and such other information in relation to you or your business or any Guarantor, related body corporate, related person or associate as we may reasonably request.
- 37. Personal Information and credit checks**
- 37.1. By entering into this Agreement, you agree to the collection and processing of your personal data (pursuant to the Privacy Act 1988 and our Privacy Policy at www.csg.com.au/privacy-policy). You also agree to the sharing of your personal data between our Related Bodies Corporate and third parties (including credit providers, credit reporting agencies and third party service providers) solely where necessary pursuant to this Agreement. You also agree to your personal information being transferred and stored overseas, including in Australia and New Zealand. If you would like to know more about how we use your personal information, please call +61 1800 985 445 or email ARBrisbane@csg.com.au.
- 38. Capacity**
- 38.1. You and each Guarantor acknowledge that we may enter into this Agreement as principal or agent.
- 38.2. You acknowledge that any failure by us to perform the Services will not in any way affect your obligations to us including without limitation in relation to the possession and use of the Equipment and/or Technology and the payment of any amounts payable by you under this Agreement.
- 39. Acknowledgment of no subordination**
- 39.1. You acknowledge that we have not agreed to subordinate any PPS Security Interest in our favour created under this Agreement in favour of any third party.
- 40. Indemnities generally**
- 40.1. Each indemnity in this Agreement:
- (a) is absolute and unconditional;
- (b) is a continuing obligation despite any settlement of account or the occurrence of any other thing;
- (c) must be discharged without set-off, deduction, abatement, counterclaim, suspension or deferment;
- (d) constitutes a separate and independent obligation of the party giving the indemnity from its other obligations under the Document; and
- (e) survives termination of this Agreement.
- 40.2. It is not necessary for us, Officeworks or a receiver to incur an expense or make a payment before enforcing a right of indemnity under this Agreement.
- 41. Definitions and Interpretation**
- 41.1. In this Agreement, unless the context otherwise requires:
- (a) **you or Customer** means the customer described in the Cover Page and any of its officers, employees, agents and/or sub-contractors;
- (b) **we or us or our** or CSG means CSG Finance Australia Pty Ltd ABN 91 161 231 894;
- (c) the singular includes the plural and vice versa;
- (d) **"person"** includes a firm, body corporate or any other body, entity or association;
- (e) a reference to a party includes that party's successors, legal personal representatives and permitted assigns; and
- (f) a reference to any legislation or to any section or provision includes any statutory modification, re-enactment or substitution and all ordinances, by-laws, regulations and other statutory instruments.
- 41.2. The following terms have the meaning given to them in the PPSA: "amendment demand", "collateral", "financing change statement", "financing statement", "perfected", "registration", "serial number" and "verification statement".
- 41.3. Furthermore, unless the context otherwise requires, the following defined terms used in this Agreement have the following meanings prescribed to them:
- (a) **Additional Technology Fees** means reasonable fees to cover the cost of installing the Technology and any training required in respect of usage of the Technology by you;

BUSINESS COMPUTING GENERAL TERMS & CONDITIONS

- (b) **Agreement** is as defined on the Cover Page;
- (c) **Business Day** means a day on which we are open for business in your State or Territory;
- (d) **Commencement Date** is the date from which charges under this Agreement will begin to apply, which is upon installation.
- (e) **Cover Page** means page 1 of this Agreement;
- (f) **CSG Unified Communications** means Voice over Internet Protocol telephony services, conferencing services and associated telecommunications equipment;
- (g) **Equipment** means all tangible equipment and devices provided to you under this Agreement as indicated in Schedule A – List of Equipment & Technology and any Equipment Additions (including anything installed or affixed to the Equipment for the purposes of the PPSA), accessory, instruction or maintenance manual and maintenance records in respect of the Equipment;
- (h) **Equipment Additions** means any alteration, addition or replacement of accessories, tools or other goods supplied with, installed in, or attached to the Equipment;
- (i) **Essential Term** has the meaning in clause 17.1;
- (j) **Good Working Order** means being of such condition and operating to such standard as we determine to be satisfactory in light of the age and level of usage of the Equipment and any published manufacturer guidelines;
- (k) **GST** means goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation;
- (l) **Guarantor** means the person(s) named as guarantor(s) on the Cover Page;
- (m) **Insolvent** means unable to pay debts when they fall due; in receivership and/or management; in liquidation; in provisional liquidation; under official management or administration; wound up; subject to any arrangement, assignment or composition with creditors or protected from any creditors under any legislation; or if you are a corporation, an application or order is made, or a resolution is passed, for your winding up or the appointment of an administrator; or if you are an individual, you commit an act of bankruptcy, become bankrupt, die or are sentenced to imprisonment; you fail to comply with a demand under any applicable legislation and as a result are taken to be insolvent or must in any proceedings be presumed to be so; if you make a composition, arrangement or compromise with, or an assignment for the benefit of, your creditors or any class of them; if any distress or execution is threatened or levied against the Equipment or the Equipment is lawfully seized or impounded; if you cease or threaten to cease to carry on your business; if any insurance proposal made by you in relation to the Equipment is declined or any insurance policy in relation to the Equipment is cancelled; an event of default occurs under any leasing, hiring or financing arrangement to which you are a party or you repudiate any such arrangement; or if an event or series of events (whether related or not) occurs, including (without limitation) any change in your financial condition which has, or is likely to have, a material adverse effect upon either the enforceability of this Agreement or your ability to comply with your obligations under it;
- (n) **Month** means each period of one (1) calendar month commencing on the Commencement Date;
- (o) **Officeworks** means Officeworks Limited (ABN 36 004 763 526);
- (p) **PPSA** means the Personal Property Securities Act 2009 (Cth);
- (q) **PPS Register** means the Personal Property Securities Register established under Part 5.2 of the PPSA;
- (r) **PPS Security Interest** means a security interest under the PPSA;
- (s) **Related Bodies Corporate** has the meaning prescribed to it in the Corporations Act 2001 (Cth);
- (t) **Security Interest** means any security interest created under this Agreement, including but not limited to:
- (i) a PPS Security Interest;
 - (ii) any other mortgage, pledge, lien or charge; and
 - (iii) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation under this Agreement, or that gives us priority over unsecured creditors in relation to any property;
- (u) **Serial Numbered Property** means any Equipment which may or must be described by serial number in a registration under the PPSA;
- (v) **Service Hours** means between 8,00am and 7pm (AEST) on a Business Day;
- (w) **Services** means the services described in clauses 6.1 and 6.2;
- (x) **Signage** means identifying plates or marks which are informative of (i) our ownership of the Equipment, or (ii) the our PPS Security Interest in the Equipment;
- (y) **Software** means any computer software used from time to time in connection with the Equipment together with all copyright and other proprietary rights in relation to such computer software;
- (z) **Technology** means any software and services (including cloud services), data services and/or professional services, (excluding any Equipment), which is provided to you under this Agreement as indicated in Schedule A – List of Equipment & Technology, which may or may not form an incorporated part of Equipment or may be sold as a standalone offering;
- (aa) **Technology Originator** means the proprietor, from whom the Technology is obtained via a licence or subscription, including their agents or contractors;
- (bb) **Technology Subscription** means the licence or subscription for the Technology that the customer is provided in accordance with this Agreement;
- (cc) **Term** means the maximum duration, in months, of this Agreement, as set out in Schedule A – List of Equipment & Technology. Where there are different contractual terms for the Equipment and Technology, the longest of those terms shall be the Term;
- (dd) **Termination Value** means any and all of the following:
- (i) all payments (in respect of Equipment, Technology and Out of Scope Services) which are due and owing under this Agreement up to the date of termination including interest at the interest rate stipulated in clause 5.7 of this Agreement; and
 - (ii) in respect of Equipment, the Total Minimum Charge plus the Equipment collection fee less the Total Monthly Subscription Charge already paid by you as at termination as determined by us; and
 - (iii) in respect of Technology, the Total Minimum Charge less the Total Monthly Subscription Charge paid by you as at the termination date as determined by us; and
 - (iv) any and all costs and expenses that we have incurred in relation to early termination of Agreement, including debt recovery costs, legal costs, repossession costs, repairing, storing and selling costs; and
 - (v) all GST or other taxes relating to the payments provided for herein.
- You agree that we may increase or decrease the above calculation of the Termination Value as applicable to all relevant circumstances including (without limitation) applying an early termination fee and/or all other amounts payable under the Agreement;
- (ee) **Third Party Terms** means any third party terms and conditions which are applicable to any of the Equipment or Services as included and provided to you in Schedule C: Third Party Terms attached to this Agreement;
- (ff) **Total Minimum Charge** is the minimum amount payable by you and calculated as the (i) current Total Monthly Subscription Charge multiplied by the total number of Months in the Term plus (ii) the current Minimum Image Charge (where applicable) multiplied by the total number of Months in the Term; and
- (gg) **Total Monthly Subscription Charge** means the charge payable each Month in respect of the leasing of Equipment, Technology licences or subscriptions and any other service specified in Schedule A – List of Equipment & Technology, as adjusted or varied from time to time in accordance with the terms of this Agreement.

[End of Document]