

This Service Schedule, the Framework Agreement Terms and the Agreement Schedule together form the Service Agreement between Yurika Metering and the Customer.

## Service Schedule – Payment Plan

### 1. Background

Yurika agrees to provide the Loan to the Customer on the terms set out in the Service Agreement to finance the purchase of the Equipment by the Customer.

### 2. Term

Subject to clause 3, the Service Agreement commences on the Service Agreement Commencement Date and ends on the later of the Service Agreement Completion Date and the date at which all Fees have been paid in full (**Term**), unless terminated earlier in accordance with the terms of the Service Agreement.

### 3. Conditions Precedent

- (a) The Customer's and Yurika's obligations under the Service Agreement, other than those set out in clauses 3 (Conditions Precedent), 17 (Liability and Indemnity), 18 (Default and termination), and 20 (Definitions) are conditional on each of the following:
  - (i) Yurika obtaining satisfactory search results that the Equipment is free of all Security Interests other than those approved by Yurika;
  - (ii) Yurika confirming it has registered its Security Interest in the Equipment on the Personal Property Securities Register established under the PPSA; and
  - (iii) if the Customer has elected in the Payment Plan section of the Agreement Schedule for Yurika to install the Equipment in accordance with clause 9:
    - (A) Yurika obtaining all Approvals required to perform its Services under the Service Agreement other than the Customer Approvals;
    - (B) the Customer obtaining all Customer Approvals.
- (b) The conditions under clause 3(a) may only be waived by agreement of both parties.
- (c) Yurika must notify the Customer when the conditions under clause 3(a) have been satisfied. If the conditions under clause 3(a) have not been satisfied or waived within 12 months from the date of the Service Agreement, either Yurika or the Customer will be entitled to terminate the Service Agreement immediately by written notice to the other party. Neither party will be liable to the other

party for any costs, losses, or other liabilities (however arising) as a result of a termination under this clause 3(c).

### 4. Collection or delivery

If the Customer has elected in the Payment Plan section of the Agreement Schedule not to engage Yurika to install the Equipment, arrangements for the collection or delivery of the Equipment are as set out in the Payment Plan section of the Agreement Schedule.

### 5. Additional services

If Yurika agrees to provide any additional services to the Customer in relation to the Equipment that are not covered under the Service Agreement, these services will be provided in accordance with the Service Schedule – Additional Services, and any details set out in the Additional Services section of the Agreement Schedule.

### 6. Access and licence

- (a) If the Customer has elected in the Payment Plan section of the Agreement Schedule for Yurika to install the Equipment in accordance with clause 9, the Customer grants Yurika and Yurika's Personnel:
  - (i) timely, safe, convenient and unhindered access to the Site as reasonably required by Yurika to exercise Yurika's rights or to comply with its obligations under the Service Agreement;
  - (ii) a non-exclusive licence to use the Common Property and the Licensed Area to:
    - (A) install the Equipment, except that the Customer will pay for any Out of Scope Installation Costs;
    - (B) locate, repair, maintain, and remove (as applicable) the Equipment at the Site; and
    - (C) temporarily store tools, materials and other equipment reasonably necessary to install, repair, maintain or remove (as applicable) the Equipment in the location as identified in the Licensed Area in the Equipment Payment Plan section of the Agreement Schedule.
- (b) If the Customer does not own the Site, the Customer must get the owner to grant Yurika timely, safe, convenient and unhindered access to the Site and a non-exclusive licence to use the Common Property and the Licensed Area to allow Yurika to exercise its rights or to comply with its

obligations under the Service Agreement. The Customer indemnifies Yurika against (and must pay Yurika for) any claim that the owner of the Site makes against Yurika relating to Yurika's exercise of its rights and entitlements under clause 6(a).

- (c) If performance by Yurika of the Service Agreement or its obligations under the Service Agreement has an adverse impact on the Customer's commercial operations, Yurika and the Customer will use all reasonable endeavours to coordinate their actions so that the adverse impacts are eliminated, or minimised if they cannot be eliminated. In no circumstances (other than wilful default or fraud) is Yurika liable to the Customer for any loss, costs or expenses arising from such adverse impact.
- (d) If the Customer does not own the Site, the Customer warrants that it has the owner's permission for Yurika to exercise its right to access the Site under clause 6(a), and indemnifies Yurika against (and must pay Yurika for) any claim the owner of the Site makes against Yurika relating to Yurika's entering of the Site.
- (e) If Yurika is required to pay a fee or charge to the owner of the Site or a third party in order to exercise its right to access the Site under clause 6(a), the Customer agrees to reimburse Yurika within 21 days of the date of any invoice issued by Yurika for the relevant fee or charge.

## 7. Customer's responsibility

- (a) The Customer must, at its own cost, obtain the Customer Approvals and provide copies of the Customer Approvals to Yurika for the purposes of satisfying the condition in clause 3(a)(iii)(B) The Customer indemnifies Yurika against (and must pay Yurika for) any losses incurred by Yurika as a result of the Customer's failure to obtain or comply with the Customer Approvals.
- (b) At all times throughout the Term, the Customer must, at its own cost, provide all reasonable assistance and cooperation in relation to matters within its control where this is necessary for Yurika to perform the Services.
- (c) The Customer acknowledges that Yurika will not be responsible for:
  - (i) any damage to the Equipment, which is caused by the Customer, including but not limited to, tampering with, interfering with, installing any additional equipment or software, disconnecting, displacing, removing, or replacing or damaging any part of the Equipment or its settings, or allowing anyone else to do so; and
  - (ii) any loss incurred directly or indirectly by the

Customer as a result of Yurika performing the Services in conformance with its obligations under the Service Agreement.

- (d) If the Customer has elected in the Payment Plan section of the Agreement Schedule for Yurika to install the Equipment in accordance with clause 9, the Customer must make available to Yurika all Site general arrangements and building designs (including carpark design if available) in a timely manner.

## 8. Supply of electricity

The Customer agrees and acknowledges that:

- (a) Yurika has no control over the distribution or supply of electricity to the Site or the quality, frequency and continuity of the distribution or supply of electricity to the Site;
- (b) except as required by law, Yurika cannot and does not warrant or guarantee the quality, voltage, continuity or reliability (as applicable) of the electricity delivered to the Site;
- (c) Yurika is not, and the Customer will not hold Yurika, responsible for matters relating to electricity safety in respect of the Equipment except to the extent such responsibility cannot be excluded by Law or arises as a result of Yurika's negligence; and
- (d) the Customer must, at its own cost, obtain and maintain all applicable Approvals for the sale and supply of electricity at the Site.

## 9. Installation

- (a) Yurika must design, engineer and install the Equipment at the Site materially in accordance with:
  - (i) the Agreed Design;
  - (ii) the specified equipment and associated manufacturers' instructions and warranty conditions; and
  - (iii) all applicable Laws.
- (b) Yurika must complete the installation and commissioning of the Equipment and any associated works in accordance with the plans and specifications approved by the Customer on or before the Commercial Operation Date.
- (c) If the Licensed Areas do not currently have a paved carpark, the Customer must engage at its cost, a suitably qualified civil consultant to select and design a suitable location for the Equipment.
- (d) If the Licensed Area is an enclosed space, the Customer must at its cost, engage a suitably qualified fire consultant to ensure that the Site is in

a suitable condition to accommodate the Equipment and that all Approvals in relation to the installation of the Equipment are obtained.

- (e) The Customer must ensure that the lighting for the Licensed Area is compliant with AS1158.3.1.2020.

#### 10. Payment of interest and repayment of principal

- (a) During the Term, the Customer agrees to repay the Loan and interest on the Loan by paying the Equipment Instalment Payments to Yurika. Each Equipment Instalment Payment covers principal and interest. The first Equipment Instalment Payment will be paid on the First Equipment Instalment Payment Date. Each subsequent Equipment Instalment Payment will be paid at the end of every Equipment Instalment Payment Frequency period until the expiry of the Term. If the Customer fails to pay an Equipment Instalment Payment, Yurika may charge further interest calculated in accordance with clause 12(e).
- (b) Interest on the Loan is calculated by applying the rate which applies to the Loan to the monthly balance of the Loan at the end of each month. Interest will be debited monthly.
- (c) The Customer must repay the outstanding balance of the Loan and all accrued interest on the Final Equipment Instalment Payment Date.

#### 11. Early repayment

The Customer may repay in full the Loan or any other amounts owing on the Loan at any time prior to the Final Equipment Instalment Payment Date. However, if the Customer does so, the Customer must also pay to Yurika the Early Termination Fee as well as any Break Costs.

#### 12. Fees, invoicing and payment

- (a) During the Term, the Customer agrees to pay to Yurika the Equipment Instalment Payments and any interest payable under the Service Agreement (**Fees**). Yurika will invoice the Customer for the Fees at the frequency specified in the Payment Plan section of the Agreement Schedule.
- (b) The Customer must pay the amount specified in the invoices issued by Yurika under this clause 12 within 30 days after receipt of the relevant invoice, without set-off or counterclaim of any kind.
- (c) Other taxes and duties are not included in the Fees unless expressly stated in writing. The Customer must pay to Yurika any additional amount charged on account of taxes and duties as set out in the invoice.
- (d) If any law requires the Customer to make any deduction or withholding from any payment under this Service Agreement, the Customer must pay Yurika such additional payments as are necessary

to ensure that, after making the withholding or deduction, Yurika receives an amount equal to the amount that it would have received if no deduction or withholding had been made.

- (e) Without limiting Yurika's other rights, if the Customer fails to pay any amount due to Yurika by the due date of the relevant invoice, Yurika may charge interest on that amount at the rate of 6% above the Loan Interest Rate per annum (calculated daily) from (but excluding) the due date until (and including) the date payment is made.

#### 13. Ownership

- (a) The Customer declares that it owns the Equipment or is in the process of becoming the owner of it and will own all Proceeds free from any Security Interest other than those approved by Yurika.
- (b) The Customer acknowledges and agrees that at all times until all of the Fees under the Service Agreement have been paid in full:
  - (i) the Equipment will at all times be removable equipment (a chattel); and
  - (ii) the Equipment will not constitute a part of, or a fixture to, the Site.
- (c) If the Customer does not own the Site, the Customer must procure the owner of the Site to acknowledge to Yurika and agree the matters in clause 13(a).

#### 14. Creation of Security Interest

- (a) For the purpose of securing payment of the Amount Owing, the Customer grants a Security Interest in the Equipment to Yurika. The Customer does this as beneficial owner of the Equipment unless the Customer enters into the Service Agreement as trustee of a trust. If the Customer enters into the Service Agreement as trustee of a trust, the Customer does this as sole trustee of the trust for all the Equipment comprising the trust fund of the trust. If and to the extent the Equipment includes any property or rights that is not personal property (as defined in the PPSA and to which the PPSA applies) the Security Interest granted by the Customer in the Service Agreement takes effect as a mortgage in respect of the Equipment.
- (b) The Security Interest granted by this Service Agreement attaches to the Equipment to which the PPSA applies in accordance with the PPSA, and the parties confirm that they have not agreed that any Security Interest granted by this Service Agreement attaches at any later time.

#### 15. Equipment security arrangements

- (a) The Customer must not, without Yurika's prior

- written consent:
- (i) create or attempt to create or permit to exist any Security Interest, however ranking, in the Equipment in favour of any other person; or
  - (ii) dispose or part with possession of, or otherwise deal with, the Equipment.
- (b) The Customer must promptly do anything (including amending the Service Agreement, executing any new document, obtaining consents, signing and producing documents, having documents completed and signed, and supplying information) which Yurika may at any time reasonably require for any of the following purposes:
- (i) ensuring that its Security Interest in the Equipment is enforceable, perfected, and otherwise effective;
  - (ii) providing more effective security over the Equipment;
  - (iii) ensuring (to the extent possible under the PPSA or any other Law) that its Security Interest in the Equipment is continuously perfected and perfected in a way that will reduce as far as reasonably possible the risk of a third party acquiring an interest in the Equipment;
  - (iv) enabling Yurika to apply for any registration, or give any notification, in connection with its Security Interest in the Equipment; and
  - (v) enabling Yurika to exercise any right or power in connection with its Security Interest in the Equipment.
- (c) The Customer will bear all costs and expenses it incurs in complying with clauses 15(b) and 15(b)(iv) and any reasonable costs and expenses Yurika incurs for the purposes set out in clause 15(b).
- (d) The Customer must notify Yurika, with reasonable details, as soon as it becomes aware that any data contained in a PPSA registration with respect to the Equipment is or will be incorrect.
- (e) To the extent permitted by Law and in respect of the bailment of the Equipment:
- (i) for the purposes of sections 115(1) and 115(7) of the PPSA, Yurika need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) and 132(4) of the PPSA and sections 142 and 143 of the PPSA are excluded;
  - (ii) for the purposes of section 115(7) of the PPSA, Yurika need not comply with sections 132 and 137(3) of the PPSA; and
  - (iii) the Customer irrevocably and unconditionally waives its right to receive any notice that is required by the PPSA (including a notice of a verification statement).
- (f) However, nothing in clause 15(e) prohibits Yurika from giving a notice under the PPSA or any other Law.
- (g) To the extent permitted by Law and in respect of the Security Interest in the Equipment, it is agreed that neither party will disclose information of the kind mentioned in section 275(1) of the PPSA. The Customer agrees that it will only authorise the disclosure of information under section 275(7)(c) of the PPSA, or request information under section 275(7)(d) of the PPSA, if Yurika gives its prior written consent.
- (h) Clauses 15(b) to 15(g) only apply in relation to the Equipment until (as applicable) all of the Fees under the Service Agreement have been paid in full, at which time upon receipt of written notice from Yurika to the Customer, Yurika must:
- (i) release the Equipment from any Security Interest held by it in respect of such property; and
  - (ii) register a financing change statement on the Personal Property Securities Register established under the PPSA to give effect to the releases of described in clause 15(h)(i) and provide reasonable evidence of those registrations to the Customer; and
  - (iii) terminate any contracts associated with the Equipment and Environmental Products supply contracts, to the extent the Customer requires any such contracts to be terminated to permit the Customer's replacement contracts to commence.

## 16. Warranties

- (a) The Equipment supplied under the Service Agreement is covered by such warranty as is expressly given by the manufacturer or supplier (as applicable).
- (b) To the extent permitted by law:
  - (i) Yurika does not give any warranty or representation of any kind to the Customer in relation to the Services except as expressly set out in the Service Agreement; and
  - (ii) the following are expressly excluded from the Service Agreement:

- (A) all conditions, representations and warranties; and
  - (B) all rights and remedies conferred on the Customer by statute, common law, equity, trade, custom or usage or otherwise.
- (c) The Customer acknowledges that:
- (i) any damage caused by the Customer to the Equipment; or
  - (ii) the installation by the Customer of any additional equipment or software (including an electric vehicle charging management system),

may void or alter any continuing warranty or guarantee given by the manufacturer or supplier for materials, plant, equipment comprising, or comprised within, the Equipment and Yurika will have no responsibility or liability to the Customer in respect of such warranty or guarantee.

### 17. Liability and Indemnity

- (a) Yurika's maximum aggregate liability to the Customer arising out of or in connection with the Service Agreement (including liability for breach of contract, for tort including negligence or on any other legal basis), but excluding fraud or wilful damage, is limited to the total amount of the Fees payable by the Customer to Yurika under the Service Agreement during the Term.
- (b) The Customer must indemnify Yurika against any liability, claim, loss, damage, cost or expense suffered or incurred in connection with any claim against Yurika concerning:
  - (i) death or personal injury to any person (including the Customer's Personnel or Yurika's Personnel); and
  - (ii) damage to or loss of property of a third party (including intellectual property),
 to the extent caused by the Customer's negligence, wilful misconduct, or by any breach of the Service Agreement or any Law by the Customer or the Customer's Personnel.
- (c) To the maximum extent permitted by Law:
  - (i) Yurika is not liable to the Customer for any Consequential Loss; and
  - (ii) Yurika will have no liability whether under contract, in tort (including negligence), in equity, under statute or otherwise, at the end of six years from the completion of the Term.
- (d) For any liability that cannot lawfully be excluded,

Yurika's liability is limited to, at Yurika's option:

- (i) if the breach relates to services:
  - (A) the supplying of the services again; or
  - (B) the payment of the cost of having the services supplied again; or
- (ii) if the breach relates to goods:
  - (A) the replacement of the goods or the supply of equivalent goods;
  - (B) the repair of the goods;
  - (C) the payment of the cost of replacing the goods or acquiring equivalent goods; or
  - (D) the payment of the cost of having the goods repaired.

### 18. Insurance

- (a) If the Customer has elected in the Payment Plan section of the Agreement Schedule for Yurika to install the Equipment in accordance with clause 9, Yurika will effect and maintain the following insurances:
  - (i) insurance for all items of Yurika's plant and equipment that Yurika brings onto the Site for an amount of the market value of such plant and equipment;
  - (ii) workers' compensation insurance as required by law concerning employees of Yurika engaged in the performance of the Services; and
  - (iii) insurance covering liability for claims from third parties for personal injury or death or damage to property arising concerning the performance of the Services.
- (b) The Customer agrees to obtain and maintain:
  - (i) insurance over the Equipment against fire, theft, accident and any other risk Yurika reasonably requires. The insurance under this clause 18(b)(i) must be for an amount not less than the amount specified in the Payment Plan section of the Agreement Schedule on a replacement and reinstatement basis and note Yurika's interest as the secured party;
  - (ii) public liability insurance for liability to any person present at the Site for death or bodily injury (including illness) for an amount not less than the amount specified in the Payment Plan section of the Agreement Schedule (per event), including without limitation death and/or injury



caused by the Equipment and not due to Yurika's gross negligence; and

- (iii) insurance for damage to the Site (including without limitation damage caused by the installation, connection, use, operation, repair and maintenance of the Equipment) for an amount not less than the amount specified in the Payment Plan section of the Agreement Schedule.
- (c) The Customer must not engage in any action that may prejudice any policy or claim in relation to an insurance policy.
- (d) The Customer is responsible for contacting the Customer's insurance company regarding this insurance coverage and to seek consent for the installation and operation of the Equipment at the Site.
- (e) The Customer will ensure that all insurances required under clause 18(b), and Yurika will ensure that all insurances required under clause 18(a), are in place before the Service Agreement Commencement Date for the Term. If requested by a party, the other party will provide to that party certificates of currency for each of the policies of the insurances required by it under this clause 18.

## 19. Default and termination

- (a) If the Customer does not make any payment due under the Service Agreement by the due date and the default continues for 14 days from the date on which Yurika gives notice of the breach, Yurika may (at its election, and in addition to any other right it has) terminate the Service Agreement immediately.
- (b) Subject to clause 19(a), a party (**First Party**) may terminate the Service Agreement immediately by written notice to the other party (**Second Party**) if:
  - (i) the Second Party commits a material breach of the Service Agreement, and that breach is not remedied within 14 days after the receipt of written notice of the breach from the First Party; or
  - (ii) the Second Party becomes insolvent, or proceedings are commenced to appoint a liquidator concerning the Second Party or the Second Party is placed under an official management or administration (whether voluntary or otherwise) or any trustee, receiver or receiver and manager is appointed concerning any material part of the Second Party's assets.
- (c) If Yurika terminates the Service Agreement under clause 19(a) or clause 19(b), the Customer must pay Yurika all Amounts Owing within 30 Business

Days after the date of Yurika's termination notice under clause 19(a) or clause 19(b) (as applicable).

- (d) Termination under clause 19(a) or clause 19(b) is without prejudice to any accrued rights a party may have, but otherwise neither party has any obligation to the other after termination.

## 20. Definitions

In the Service Agreement, except where the context otherwise requires, words have the meanings given in the Schedule (Dictionary) to the Framework Agreement or as set out below:

**Agreed Design** means the Equipment design for the Site set out in the Additional Services section of the Agreement Schedule.

**Amount Owing** or **Amounts Owing** means at any time, all amounts that at any time for any reason in connection with the Service Agreement whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable, are contingently owing, or remain unpaid by the Customer to Yurika.

**Approvals** means any licence, approval, consent, permit, certificate, authorisation or exemption issued by or on behalf of any applicable Authority.

**Break Costs** means Yurika's reasonable estimate of the loss it may incur as a result of early repayment of the Loan. Yurika will include in its calculation any difference between the interest rate for the Loan on the date the Loan started and the interest rate that would apply on the date of early repayment of the Loan, calculated by reference to the amount being repaid.

**Commercial Operation Date** is as specified in the Payment Plan section of the Agreement Schedule.

**Common Property** means the land reserved by the Customer or the owner of the Site (as applicable) as common property in the Site from time to time.

**Contractor** means any person (or company) engaged by Yurika from time to time to design, construct, install, operate, test, maintain, repair, upgrade, or remove the Equipment or associated works (as applicable), or perform any other work or activity associated with the Service Agreement.

**Customer Approval** means any Approval which is necessary or required that that the Customer obtain before Yurika is lawfully permitted to provide the Services. This includes, without limitation, development approvals, building certifications or any other Approval advised in writing by Yurika to the Customer prior to commencement of the Services.

**Early Termination Fee** means an amount to compensate Yurika for administrative expenses arising out of an early repayment under clause 8 and is a fixed amount set out in the Payment Plan section of the Agreement Schedule.

**Equipment** means the Equipment to be supplied by Yurika to the Customer as set out in Payment Plan section of the Agreement Schedule.

**Equipment Instalment Payments** means the amounts listed in the Payment Plan section of the Agreement Schedule.

**Equipment Instalment Payment Frequency** means the instalment frequency specified in the Payment Plan section of the Agreement Schedule.

**Final Equipment Instalment Payment Date** means the final instalment payment date specified in the Payment Plan section of the Agreement Schedule.

**First Equipment Instalment Payment Date** means the first instalment payment date specified in the Payment Plan section of the Agreement Schedule.

**Fees** has the meaning given in clause 12(a).

**Licensed Area(s)** means the area(s) within the Site where the Equipment is installed and includes access to those areas as set out in the Payment Plan section of the Agreement Schedule.

**Loan** means the principal amount to be made available from Yurika to the Customer, the details of which are set out in the Payment Plan section of the Agreement Schedule.

**Loan Interest Rate** means the rate of interest to be applied to the principal amount of the Loan, the details of which are set out in the Payment Plan section of the Agreement Schedule.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**Out of Scope Installation Costs** are as specified in Appendix B of the Agreement Schedule.

**Proceeds** includes proceeds for the purposes of the PPSA but is not limited to them.

**Security Interest** has the meaning given to it in the PPSA.

**Service Agreement Commencement Date** is as specified in the Payment Plan section of the Agreement Schedule.

**Service Agreement Completion Date** is as specified in the Payment Plan section of the Agreement Schedule.

**Site** is as specified in the Payment Plan section of the Agreement Schedule.

**Term** has the meaning given in clause 2.