

1 RENTAL AGREEMENT**1.1 Your contract with us**

- 1.1.1 These terms together with the Schedule and Vehicle Transaction Form signed by you make up your Rental Agreement with us.
- 1.1.2 The Vehicle Transaction Form signed by you or on your behalf is conclusive proof that you have accepted delivery, that the Vehicle is satisfactory to you and that any damage to the Vehicle has been accurately recorded.

1.2 Rental Term

- 1.2.1 This Rental Agreement commences on the date the Vehicle is collected by (or delivered to) you and continues for the term specified in the Schedule unless terminated earlier under clause 1.2.2.
- 1.2.2 Unless otherwise specified in the Schedule, either party may terminate this Rental Agreement without notice at any time.
- 1.2.3 If we agree to extend the term of this Rental Agreement, we will confirm the new term with you in writing.

2 WARRANTIES AND ACKNOWLEDGEMENTS**2.1 Your warranties**

- 2.1.1 You warrant that:
- (a) you have all authorisations, consents and approvals necessary to enter into, and to perform your obligations under, this Rental Agreement;
 - (b) you enter into this Rental Agreement in your own right and not as a trustee or in any other representative capacity;
 - (c) all information supplied by you in the course of negotiations relating to the Rental Agreement is true in all respects;
 - (d) you are not aware of any issues or events affecting your business' ability to continue as a going concern;
 - (e) you will be using the Vehicle wholly or predominantly for business purposes; and
 - (f) the Vehicle will only be driven or operated by individuals with a current licence (not being a learner's licence or provisional licence) to operate the Vehicle and have been licensed to operate a vehicle similar to the Vehicle for at least 12 consecutive months.
- 2.1.2 If you become aware that any of the warranties above is no longer true or would be misleading in a material respect if repeated, you will need to notify us as soon as reasonably practicable.

2.2 Our warranties

We warrant that we have all authorisations, consents and approvals necessary to enter into, and to perform our obligations under this Rental Agreement.

2.3 Your acknowledgments

You acknowledge that you have relied on your own skill and judgment in deciding to enter into this Rental Agreement and in selecting the Vehicle.

3 ESSENTIAL TERMS

- 3.1.1 Any term of this Rental Agreement that relates to the:
- (a) payment of money;
 - (b) use, alteration or return of the Vehicle; or
 - (c) creation or enforcement of any security interest in or over the Vehicle,
- is an Essential Term.
- 3.1.2 You acknowledge and agree that all of the Essential Terms are essential terms of this Rental Agreement and that the breach of any one or more of the Essential Terms will be deemed to be a breach of an essential term of this Rental Agreement.

4 YOUR OBLIGATIONS IN RESPECT OF THE VEHICLE**4.1 Compliance with Rental Agreement**

- 4.1.1 You must comply with your obligations under this Rental Agreement and any other agreements that you have with us.
- 4.1.2 You must ensure that you pay on time any amount due under this Rental Agreement and any other agreements that you have with us.
- 4.1.3 You must pay for all fuel and oil used during the Rental Term.

4.2 Use of Vehicle

- 4.2.1 You must only permit the Vehicle to be operated or used strictly in accordance with all standards and laws relating to the use of the Vehicle as well as any standards and laws applicable to the Jurisdiction.
- 4.2.2 You must take all reasonable steps to:
- (a) protect the Vehicle from any loss, damage or deterioration (other than that arising from Fair Wear and Tear);
 - (b) ensure that the Vehicle is not permanently removed from the Jurisdiction without our prior written consent;
 - (c) ensure that all laws in relation to the use of the Vehicle are complied with;
 - (d) ensure that the Vehicle is maintained at all times in Good Condition and that all basic operator safety checks are properly made, including regular cleaning and (where applicable) daily oil, water and coolant checks; daily battery charge and water level checks;
 - (e) notify us in writing within 24 hours, of any problem with the Vehicle (or any part of it), including any defect or any loss of, damage

- to or accident involving the Vehicle (or any part of it);
- (f) ensure that the Vehicle is only serviced by us or a service provider approved by us and all servicing is done in accordance with the manufacturer's instructions; and
 - (g) ensure all reasonable steps are taken to safeguard and protect the Vehicle.

4.2.3 You must not use or permit the Vehicle to be used:

- (a) in a dangerous, reckless or negligent manner or in contravention of the rights of any person;
- (b) unless otherwise specified in the Schedule, for conveying passengers for hire or reward;
- (c) for any purpose outside the manufacturer's specifications;
- (d) in an unlawful manner;
- (e) for an illegal purpose;
- (f) for, or be tested in preparation for, any race, rally, trial, speed trial, test, contest, motor sport or driver training course;
- (g) unless otherwise specified in the Schedule, without our prior written consent to propel or tow any other vehicle or equipment (including a trailer);
- (h) to convey any load which is incorrectly loaded or in excess of that for which the Vehicle was constructed;
- (i) to carry a greater number of passengers than the number for which the Vehicle was constructed; or
- (j) in an unsafe or unroadworthy condition or dangerous manner.

4.2.4 You are liable for the payment of all tolls, traffic fines, penalties and similar payments incurred in connection with the Vehicle.

4.2.5 You must not part with possession of or sub-lease or hire the Vehicle or give anyone an interest in the Vehicle or a right to use it.

4.2.6 Subject to clause 4.3, you must not make any alteration, addition or modification to the Vehicle. If the Vehicle is altered, added to, modified or varied without our consent then you will, at our request and your own expense, return the Vehicle to the condition it was in before the alteration, addition, modification or variation (Fair Wear and Tear excluded).

4.3 Accessories and replacement parts

All replacement parts, accessories, equipment, devices or apparatus permanently affixed to or installed or incorporated into the Vehicle:

- (a) are part of the Vehicle; and
- (b) on being affixed, installed or incorporated become our property.

4.4 Access to Vehicle by us

4.4.1 From time to time at our reasonable request and

on reasonable notice, you must:

- (a) permit our authorised representatives to inspect and test the Vehicle; and
- (b) produce the Vehicle to us or another person at our direction for inspection, maintenance or testing or for the purpose of affixing identifying plates or marks to the Vehicle.

4.4.2 On reasonable notice, you consent to us entering by lawful means any premises or place where the Vehicle may be or where we reasonably believe the Vehicle may be:

- (a) for the purposes set out in clause 4.4.1;
- (b) to find out whether you are complying with this Rental Agreement; or
- (c) to carry out our rights under this Rental Agreement or any other agreement that you have with us.

4.4.3 You warrant that you will not hold us liable in trespass or otherwise for an entry in accordance with clause 4.4.2.

4.4.4 If the Vehicle is not kept on your premises, you must use your reasonable endeavours to obtain all necessary consents from the owner or occupier (and any mortgagee) of the premises where the Vehicle is kept to allow us to exercise our rights under clause 4.4.2.

4.5 Provision of information

At our reasonable request you must promptly provide any information relating to the Vehicle, any arrangement connected with the Vehicle or this Rental Agreement.

5 TELEMATICS

5.1.1 This clause 5 applies if the Schedule states that you have asked us to provide telematics services (IVMS). Clauses 5.1.2, 5.1.3(d) and (e), 5.1.4(a) and (b) apply if the Vehicle is fitted with IVMS Hardware whether or not you have asked us to provide you IVMS.

5.1.2 ORIX or its IVMS Hardware provider retains full title in the IVMS Hardware at all times.

5.1.3 You must:

- (a) at all times keep and maintain the IVMS Hardware properly serviced, in proper working order and condition, and in good and substantial repair (subject to normal wear and tear);
- (b) be responsible for any loss or damage to the IVMS Hardware in excess of normal wear and tear, and give us prompt written notice of any such loss or damage;
- (c) ensure the IVMS Hardware is operated in accordance with any instructions and recommendations of the manufacturer as notified to you by us from time to time;
- (d) not alter or make any additions to, or alter any identifying mark on, the IVMS Hardware; and

- (e) keep the IVMS Hardware within your control, and not sell, dispose or encumber the IVMS Hardware.
- 5.1.4 In order to provide the IVMS, software and firmware is embedded in the IVMS Hardware. You:
- (a) must not modify the software or firmware in any way;
 - (b) must not extract the software or firmware from the IVMS Hardware or use it for any other purpose;
 - (c) must comply with any other terms of use for the software or firmware as may be notified from time to time by ORIX to you; and
 - (d) acknowledge that the software or firmware may be updated from time to time (and this process may be automatic without any notification to you).

6 OUR OBLIGATIONS IN RESPECT OF THE VEHICLE

6.1 Maintenance and registration

We will, at our own expense, maintain the Vehicle and assume responsibility for registering the Vehicle.

6.2 Insurance

We will, at our own expense, assume responsibility for any applicable compulsory insurance requirements and comprehensive motor vehicle insurance.

7 RISK OF LOSS OR DAMAGE

7.1 Risk passes to you

- 7.1.1 Notwithstanding the existence of any insurance policy or the fact that the Vehicle is our property, you bear the entire risk arising out of the possession, use and storage of the Vehicle from the first day of the Rental Term until the Vehicle has been returned to us.
- 7.1.2 You indemnify us against all losses or costs of or incidental to:
 - (a) the repair or reinstatement of any damage to the Vehicle; or
 - (b) the loss of the Vehicle,unless the loss or damage was caused by us or our servants or agents or relates to a risk expressly accepted by us.

7.2 Damage to Vehicle

- 7.2.1 If the Vehicle is stolen, lost, destroyed or damaged, you must:
 - (a) notify us as soon as possible;
 - (b) promptly provide any information and assistance reasonably requested by us or our insurer;

- (c) comply with any reasonable directions from us in relation to the repair (Fair Wear and Tear excluded); and

- (d) pay to us on demand any Loss Liability Charge.

- 7.2.2 We will claim on our insurer in respect of damage to the Vehicle or to any third party property provided that:

- (a) you have complied with clause 7.2.1;
- (b) you are not in breach of this Rental Agreement;
- (c) you are not covered under another policy of insurance; and
- (d) in the case of damage to third party property, the property is not owned by or in the custody or control of you.

- 7.2.3 Our insurer may grant damage cover to you in respect of damage to the Vehicle or to any third party property (but not property owned by or on behalf of you or the Vehicle's driver) provided that you have complied with your obligations under clause 7.2.1 and met the pre-conditions in clause 7.2.2.

- 7.2.4 If cover is provided by our insurer, the insurer may bring, defend or settle any legal proceedings in its sole discretion and will have the sole conduct of any proceedings. Any such proceedings will be brought or defended in your name or other as appropriate.

8 EXPIRY OF RENTAL TERM

8.1 Return of Vehicle

- 8.1.1 On expiry of the Rental Term or termination of this Rental Agreement (whichever occurs first), you must, except in circumstances of our default, at your expense, immediately return to the Rental Location (unless we have agreed in writing to a different location):
 - (a) the Vehicle;
 - (b) all keys and remote controls to, and any other standard items associated with the Vehicle;
 - (c) all insurance certificates, log books, instruction manuals, service manuals, cards, records or other documents and papers relating to the Vehicle or its use, maintenance, repair and servicing; and
 - (d) with a full tank of fuel.
- 8.1.2 At the time of its return under clause 8.1.1, the Vehicle must be in Good Condition and free from any damage (other than any arising due to Fair Wear and Tear or identified on the Rental Vehicle as existing at the time you accepted delivery).
- 8.1.3 You are liable for and will pay to us on demand all costs reasonably incurred by us in returning the Vehicle to the condition described in clause 8.1.2.

8.2 Our right recover the Vehicle

- 8.2.1 You consent to us entering by lawful means any premises or place where the Vehicle may be or where we reasonably believe the Vehicle may be for the purposes of recovering possession of the Vehicle if you fail to comply with clause 8.1.1.
- 8.2.2 You warrant that you will not hold us liable in trespass or otherwise for an entry in accordance with clause 8.2.1.
- 8.2.3 If the Vehicle is not kept on your premises, you must use your reasonable endeavours to obtain all necessary consents from the owner or occupier (and any mortgagee) of the premises where the Vehicle is kept to allow us to exercise our rights under clause 8.2.1.
- 8.2.4 You are liable for and will pay to us on demand all reasonable costs incurred by us in recovering or attempting to recover possession of the Vehicle if you fail to comply with clause 8.1.1.

8.3 Payment of outstanding amounts

- 8.3.1 On the last day of the Rental Term, you must pay to us all amounts that remain outstanding under this Rental Agreement.
- 8.3.2 If you fail to return the Vehicle on the expiry of the Rental Term and we have not agreed in writing to extend the term, we may, without the need to give notice to you, extend the Rental Term on a daily basis as if it had not expired and charges will continue to accrue at the daily rate of 12/365ths of the Monthly Charge until the Vehicle is returned to us. We may at any time demand that the Vehicle be immediately returned to us.
- 8.3.3 You acknowledge that we may not receive notification of all charges for tolls, traffic fines, penalties and similar payments incurred by you during the rental before you have returned the Vehicle.
- 8.3.4 You authorise us to charge any expenses of the type referred to in clause 8.3.3 to your credit card as soon as reasonably practicable after we receive notification that you incurred the expense. If you would like to dispute the charges referred to in clause 8.3.3 that have been charged to your credit card, please let us know within 30 days of the date that the charge was debited from your credit card.

8.4 Survival of accrued rights

Any rights we have in respect of prior breaches of this Rental Agreement or any other rights arising from matters occurring before the expiry of the Rental Term survive that expiry and are not affected by anything that we may do under clause 8.3.2.

9 PAYMENTS AND TAXES**9.1 Payment of Charges**

Subject to clause 8.3.2, you must pay the Monthly Charge to us during the Rental Term.

9.2 Date and manner of payment

- 9.2.1 All amounts due to us under this Rental Agreement must be paid:
- (a) on the dates specified in the Schedule or, if no date is specified in the Schedule for payment of an amount, on demand by us; and
 - (b) in the manner specified in the Schedule.
- 9.2.2 If a payment under this Rental Agreement is due on a day that is not a Business Day, you must make that payment on the first Business Day after that day.
- 9.2.3 If the Schedule specifies that payment is by credit card you authorise us to debit your nominated credit card with any amount due and payable to us under this Rental Agreement, including the Monthly Charge and any other fees and charges.
- 9.2.4 If the Schedule specifies that a bond is required, you authorise us to deduct the bond from your credit card at the time of your first payment. You also authorise us to deal with the bond as stated in the Schedule.
- 9.2.5 If the Schedule specifies that payment is by direct debit you agree to sign all documents (including any direct debit authority form) and implement and maintain all procedures necessary to allow us to debit directly from your nominated bank account any amount due and payable to us under this Rental Agreement, including the Monthly Charge and any other fees and charges.

9.3 Default interest

- 9.3.1 You will be liable to pay us on demand interest at the Default Interest Rate on any amount that is due for payment under this Rental Agreement but is unpaid.
- 9.3.2 The interest will accrue on a daily basis from the date the amount becomes due under this agreement until it is paid and will be calculated by applying the Default Interest Rate divided by 365 to the daily balance of the amount that is unpaid.

9.4 GST

- 9.4.1 Unless clearly indicated to the contrary, all prices and other amounts specified in this Rental Agreement are exclusive of GST.
- 9.4.2 You will pay to us the amount of any GST for which we are or become liable in respect of any Taxable Supply made by us in relation to this Rental Agreement.
- 9.4.3 We will provide you with a tax invoice at or before the time you are required to pay for any Taxable Supply in relation to this Rental Agreement.

9.5 Other taxes

You will pay to us on demand all stamp and other duties and taxes directly or indirectly payable in relation to this Rental Agreement, whether or not specified in the Schedule, and any interest, penalties, fines and expenses in connection with them, to the extent that such amounts do not arise as a result of our negligence or willful misconduct.

10 COSTS AND INDEMNITIES**10.1 Costs**

You will pay to us on demand all costs, charges and expenses reasonably incurred by us in connection with the enforcement or preservation of, or the exercise of any right or remedy under, this Rental Agreement including legal fees and disbursements.

10.2 Costs of performing obligations

You must pay for anything that you are required to do under this Rental Agreement.

10.3 Indemnities

10.3.1 You indemnify us and our officers, agents, employees and contractors, and will keep all of us and them indemnified, against all actions, claims, costs (including legal fees and disbursements), charges, expenses, losses, damages and other liability that those indemnified may sustain or incur as a result or consequence of or in connection with:

- (a) the possession, use, misuse, operation, or loss of the Vehicle;
- (b) a breach by you of an Essential Term or an unremedied breach by you of any other term of this Rental Agreement (including, in either case, a claim by any third party against us in relation to any breach);
- (c) any negligent, unlawful, wrongful or fraudulent act or omission of yours or of any of your officers, agents, employees or contractors in connection with this Rental Agreement;
- (d) any loss of or damage to any property or injury to or death of any person caused by any negligent or fraudulent act or omission or wilful misconduct of yours or any of your officers, agents or employees;
- (e) us seizing the Vehicle in circumstances where we are entitled to do so; or
- (f) any proceedings or prosecutions commenced against us in relation to the Vehicle,

except to the extent that the liability the subject of the indemnity was directly caused by an act or omission of ours.

10.3.2 The indemnities in this Rental Agreement are continuing obligations, independent of your other

obligations under this Rental Agreement. They continue even after expiry of the Rental Term or termination of this Rental Agreement. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this Rental Agreement.

10.4 Authorisation to make good

10.4.1 You appoint us and each of our directors, secretaries and managers severally, as your agent, to do all things and execute all documents which:

- (a) you are obliged by this Rental Agreement to do or execute but which you fail to do or execute in a timely fashion; or
- (b) are reasonably necessary to be done or executed in order to assure to us any of our rights in respect of the Vehicle or any benefits to which we are entitled under this Rental Agreement.

10.4.2 You irrevocably authorise us to use your name and to act on your behalf in exercising any rights, or in instituting, carrying on or enforcing any legal proceeding in circumstances where to do so is reasonably required to protect our rights in respect of the Vehicle.

11 UNFORESEEN EVENTS

A party affected by an event or circumstance (or both):

- (a) which directly impedes that party in performing its obligations under this agreement; and
- (b) which is beyond the control of that party; and
- (c) where the event or circumstance and the effects of the event or circumstance could not have been prevented, overcome or remedied by the exercise of a standard of care and diligence consistent with that of a prudent and competent person under the circumstances,

will be excused from the performance or punctual performance of its obligations under this agreement for the duration of the event and to the extent that its performance is directly prevented or delayed by the event.

12 PPSA SECURITY INTERESTS

12.1.1 You acknowledge and agree that:

- (a) You may be granting a Security Interest in the Vehicle (and any Proceeds) by renting the Vehicle from us;
- (b) This Rental Agreement may constitute a Security Agreement;
- (c) We may register our security interest on the Personal Property Securities Register and do not need to give you notice of the registration unless required by the PPSA; and

- (d) You must (at your expense) do anything that is required to ensure that any Security Interest registered under the Rental Agreement is enforceable, perfected and otherwise effected.

13 COMPLIANCE WITH LAWS

13.1 Conflicts of interest

If either of us becomes aware that it or any of its Related Persons has, or may have, a conflict of interest in relation to the negotiation, conclusion or performance of this Rental Agreement, that party must notify the other party as soon as reasonably practicable after becoming aware of the conflict or potential conflict.

13.2 Further assurance

We may at your expense:

- (a) stamp this Rental Agreement; and
- (b) register this Rental Agreement and the respective interests of the parties in the Vehicle,

under any law in any jurisdiction in which we reasonably consider it necessary for the protection of the Vehicle or our interest in the Vehicle.

13.3 Australian Consumer Law and the ASIC Act

- 13.3.1 To the extent that you acquire the rental of the Vehicle as a consumer within the meaning of the Australian Consumer Law or the ASIC Act, you may have certain rights and remedies that cannot be excluded, restricted or modified by agreement. In particular, in the event of a major failure of the Vehicle, you may be entitled to a replacement or refund, and for compensation for any other reasonably foreseeable loss or damage.
- 13.3.2 Whether or not you acquire the rental of the Vehicle as a consumer within the meaning of the Australian Consumer Law or the ASIC Act, if the Vehicle fails to be of acceptable quality and the failure does not amount to a major failure, you are entitled to have the Vehicle repaired or replaced.
- 13.3.3 Nothing in this clause 13.3 operates to exclude, restrict or modify the application of any statutory guarantee, implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, the ASIC Act or any other statute, where to do so would contravene that statute or cause any term of this Rental Agreement to be void (**Non-excludable Obligation**).
- 13.3.4 Other than in relation to the Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute are expressly excluded.

14 PRIVACY AND CONFIDENTIALITY

14.1 Consent

You consent to us (or our authorised agent) obtaining, while there is any obligation outstanding under this Rental Agreement, any address of yours that has been provided to any authority holding driver licensing or vehicle registration information and, accordingly, you authorise and direct any such authority to give address details to us (or our authorised agent) immediately upon request.

14.2 Personal Information

14.2.1 You acknowledge that:

- (a) from time to time in order to perform our obligations under this Rental Agreement we will collect Personal Information about drivers or custodians of the Vehicle;
- (b) if you have requested IVMS services the data collected through the IVMS hardware may include Personal Information;
- (c) in performing our obligations under this Rental Agreement or otherwise as required by law, we may provide that Personal Information to third parties;
- (d) those third parties may include:
 - (i) motor vehicle dealers or rental companies to facilitate delivery of a vehicle;
 - (ii) vehicle repairers to facilitate repairs;
 - (iii) roads and traffic authorities or toll operators in relation to traffic and toll infringements;
 - (iv) motor clubs or emergency breakdown service providers to facilitate emergency breakdown assistance;
 - (v) insurers, insurance brokers, assessors or investigators for managing insurance and accident claims; and
 - (vi) legal practitioners engaged by us or a vehicle's insurer in relation to any legal action arising from an insurance accident claim.

14.2.2 You undertake to take reasonable steps to ensure that all drivers of the Vehicle are aware:

- (a) that we may from time to time collect Personal Information about them in order to perform our obligations under this Rental Agreement; and
- (b) of our Privacy Policy which is available at <http://www.orix.com.au>.

14.2.3 If you have requested IVMS, you undertake to take reasonable steps to ensure that drivers of the Vehicle are aware that the Vehicle is fitted with IVMS hardware and that by using the hardware we will collect information relating to the use and performance of the Vehicle.

14.2.4 You warrant that you have provided the appropriate notifications and procured the necessary consents to allow us to collect the Personal Information and to use that Personal Information as contemplated by this Rental Agreement and in accordance with the Privacy Laws.

14.3 Confidential Information

14.3.1 The parties must use Confidential Information of another party only for the purposes of this Rental Agreement. The parties must:

- (a) use Confidential Information of another party only for the purposes of this Rental Agreement;
- (b) keep confidential all Confidential Information of another party except:
 - (i) as required by law or the rules of any stock exchange;
 - (ii) if the disclosing party has expressly consented;
 - (iii) if a disclosure is to a party's legal or financial advisers; or
 - (iv) if a disclosure is to an assignee or transferee or proposed assignee or transferee of our rights, powers and remedies under this Rental Agreement; and
- (c) take all reasonable steps (but in no event less than the steps taken by the party to secure its own like Confidential Information or less than a reasonable standard of care) to secure and keep secure all Confidential Information coming into its possession or control.

14.3.2 If a party is required by law or the rules of any stock exchange to disclose any Confidential Information to a third person, before doing so, that party must (to the extent permitted by law):

- (a) notify the disclosing party; and
- (b) give the disclosing party a reasonable opportunity to take any steps which that it reasonably considers necessary to protect the confidentiality of that Confidential Information.

14.3.3 If a party discloses Confidential Information of another party in accordance with clause 14.3.1(b), that party must notify the third person that the Confidential Information is confidential information of the disclosing party.

14.3.4 The parties agree that nothing in this clause 14.3 requires any party to disclose any information of the kind referred to in section 275(1) of the PPSA in respect of any Security Interest in favour of us.

15 GENERAL PROVISIONS

15.1 Entire agreement

Subject to any Non-Excludable Obligations, this Rental Agreement constitutes the entire

agreement between the parties in connection with its subject matter and supersedes any previous understanding, agreement, representation or warranty between the parties in connection with its subject matter.

15.2 AML/CTF Laws and Sanctions Laws

Without limiting any other provision in this Rental Agreement and notwithstanding any other provision to the contrary, no party is obliged to do or omit to do anything if that act or omission would, or might, in that party's opinion:

- (a) constitute a breach of any applicable AML/CTF Laws or Sanctions Law; or
- (b) allow the imposition of any penalty on that party or any Related Person of that party under any AML/CTF Laws or Sanctions Laws.

15.3 Anti-Bribery and Corruption Law

15.3.1 Each party to this Rental Agreement acknowledges and agrees that it must not commit, authorise or permit any action which would cause it or another party or any Related Person of it or another party to be in violation of any Anti-Bribery and Corruption Law.

15.3.2 Each party must conduct its businesses in compliance with all applicable Anti-Bribery and Corruption Law and maintain policies and procedures designed to promote and achieve compliance with all applicable Anti-Bribery and Corruption Law.

15.3.3 A party must promptly notify each other party if it becomes aware of, or forms a specific suspicion of, any corruption with regard to the negotiation, conclusion or the performance of this Rental Agreement.

15.4 Variation

This Rental Agreement may only be varied by written agreement between the parties to them.

15.5 Governing law

15.5.1 This Rental Agreement is governed by and must be construed in accordance with the laws of the Jurisdiction.

15.5.2 Each party to this Rental Agreement irrevocably submits to the non-exclusive jurisdiction of the courts of the Jurisdiction and the Commonwealth of Australia in respect of all matters arising out of or relating to this Rental Agreement and its performance or subject matter.

15.6 Exercising rights and performing obligations

15.6.1 In exercising any of their rights, powers or remedies under this Rental Agreement, the parties may act personally or by their respective employees, nominees or agents.

15.6.2 If a time is not specified for the performance of an obligation (other than a payment obligation)

under this Rental Agreement, it must be performed promptly.

15.7 Authority to complete blanks

You authorise us to fill in any blanks in the Schedule and any other document signed by us that is connected with this Rental Agreement.

15.8 Approvals

Where we have a discretion or our consent or approval is required for anything, we must, consistently with our rights and obligations under this Rental Agreement, not unreasonably withhold or delay our decision, consent or approval.

15.9 Notices and service

15.9.1 Unless otherwise agreed in writing and subject to clause 15.9.4, any notice, demand or other communication required under this Rental Agreement must be:

- (a) in writing and directed to the recipient's address for notices as specified in the Schedule;
- (b) hand delivered or sent by pre-paid post or fax to that address; or
- (c) sent to an email address specified in the Schedule.

15.9.2 A notice, demand or other communication given in accordance with clause 15.9.1 takes effect when received (or at a later time specified in the notice, demand or other communication), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by express post, 2 Business Days after the date of posting;
- (c) if sent by priority or regular post, 6 Business Days after the date of posting;
- (d) if sent by fax, on receipt of a transmission report confirming successful receipt at the conclusion of the transmission; or
- (e) if sent by email, when the sender receives an automated message confirming delivery or 4 hours after the time that the notice, demand or other communication is sent unless the sender receives an automated message that the notice, demand or other communication has not been delivered (whichever happens first),

but, if the delivery, receipt or transmission is not on a Business Day or after 5.00 pm on a Business Day, the notice, demand or other communication is taken to be received at 9.00 am on the Business Day after that delivery, receipt or transmission.

15.9.3 Court documents commencing legal proceedings may be served in accordance with this clause 15.9.

15.9.4 A notice or other communication:

- (a) terminating or purporting to terminate this Rental Agreement;
- (b) exercising or purporting to exercise a right on default under this Rental Agreement; or
- (c) commencing legal proceedings in respect of this Rental Agreement,

may be served by email.

15.9.5 This clause 15.9 survives the expiry of the Rental Term or the termination of this Rental Agreement.

15.9.6 This clause 15.9 does not limit any provision for serving demands provided for by law.

15.10 Assignment

15.10.1 You may not assign, transfer or novate any or all rights or obligations under this Rental Agreement to another person, unless:

- (a) we have provided our prior written consent; and
- (b) the other person enters into any additional agreement reasonably required by us.

15.10.2 You acknowledge that we may assign, transfer or otherwise dispose of or deal with our rights, powers and remedies under this Rental Agreement at will.

15.10.3 We may disclose any information concerning you and this Rental Agreement to:

- (a) any associated entity of ours;
- (b) any prospective assignee or transferee and any other person considered by us to be concerned in that assignment or transfer;
- (c) any person who, as part of the arrangements made in connection with any transaction referred to in clause 15.10.2 requires such information after the transaction has been effected; and
- (d) any person as permitted or required by law.

15.11 Waiver

In respect of any provision of this Rental Agreement:

- (a) a party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy;
- (b) a single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy;
- (c) a waiver of a breach does not operate as a waiver of any other breach; and
- (d) a waiver of a right power or remedy must be in writing and signed by the party giving the waiver.

15.12 Severance

If a provision of this Rental Agreement is held by a court to be illegal, void or unenforceable, that provision will be severed from this Rental Agreement to the extent and in the manner that best gives effect to the remaining provisions.

15.13 Principal and agent

We may enter into this Rental Agreement as the agent of any principal. If we do so, all references to us will include the relevant principal.

15.14 Attorney execution

Each attorney that signs the Schedule warrants that the attorney has no notice that the power of attorney under which the attorney was appointed has been revoked.

15.15 No merger

The rights and obligations of the parties under this Rental Agreement do not merge on completion of any transaction contemplated by this Rental Agreement.

15.16 Provisions that remain binding after termination

Any provisions of this Rental Agreement which by their nature are intended to survive the expiry of the Rental Term or termination of this Rental Agreement, will continue in full force and effect after that expiry or termination.

15.17 Set-off

15.17.1 All payments made to us under this Rental Agreement will be made without any set-off or counterclaim and you irrevocably waive any right of set-off or counterclaim which you may have against us.

15.17.2 If you are in default, we may (but need not) set off any liability we owe you (whether due, owing, contingent or otherwise), or any amount which is standing to the credit of any account that you have with us, and apply that amount against any amount owing or payable under this Rental Agreement.

15.18 Electronic signing and communication

15.18.1 Each party confirms and agrees that :

- (a) no posting to any E-System shall be denied legal effect merely because it is made electronically;
- (b) each E-Signature on any such posting satisfies any required for a "signature"; and
- (c) each such posting or other document containing a signature, a reproduction of a signature or an E-Signature will have the same effect and efficacy as a signed paper original.

16 DICTIONARY

16.1 Definitions

In these terms:

AML/CTF Laws means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and any other anti-money laundering, proceeds of crime or counter-terrorism financing laws, regulations or rules whatsoever that apply

to us in any jurisdiction at any time in respect of this Rental Agreement or you.

Anti-Bribery and Corruption Law means:

- (a) any Australian Commonwealth, State and Territory laws dealing with secret commissions, howsoever described;
- (b) Chapter 4, Division 70 of the Schedule to the *Australian Criminal Code Act 1995* (Cth); and
- (c) any other anti-bribery and corruption laws, regulations and rules whatsoever, including the Bribery Act 2010 (United Kingdom) and the United States' federal Foreign Corrupt Practices Act (1977),

that apply to any party to this Rental Agreement in any jurisdiction at any time in respect of this Rental Agreement or the transactions contemplated under it.

ASIC Act means the *Australian Securities and Investments Commission Act 2001* (Cth).

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Business Day means 9.00am to 5.00pm on a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where a notice, demand or other communication is received under this Rental Agreement.

Confidential Information means any technical, commercial, financial or other information of or about a party (including any information designated by a party as confidential) which is disclosed, made available, communicated or delivered to another party in connection with this Rental Agreement but excludes information which:

- (a) is in or subsequently enters the public domain other than as a result of a breach of this Rental Agreement;
- (b) was already lawfully in a party's possession before the date of this Rental Agreement and was not otherwise acquired from the other party directly or indirectly;
- (c) is lawfully obtained by a party from another person entitled to disclose such information;
- (d) is independently developed by a party without reference to the Confidential Information of the other party; or
- (e) is disclosed due to a legal requirement or order.

Corporations Act means the *Corporations Act 2001* (Cth).

Default Interest Rate means in relation to a calendar quarter, the rate of interest determined by Westpac Banking Corporation on the first day of that calendar quarter as the rate to apply on that day to overdrafts and term loans, and usually

published in major Australian metropolitan newspapers plus 2%.

E-Signature means the process of attaching to or logically associating with an Electronic Transmission an electronic symbol, encryption, digital signature or process (including the name or an abbreviation of the name of the party transmitting the Electronic Transmission) with the intent to sign, authenticate or accept such Electronic Transmission.

E-System means any electronic system reasonably approved by us, including DocuSign®, and any other internet or extranet-based site, whether such electronic system is owned, operated or hosted by us or any other person, providing for access to data protected by passcodes or other security system.

Electronic Transmission means each document, notice, instruction, authorization, file, information and any other communication transmitted, posted or otherwise made or communicated by e-mail or otherwise to or from an E-System.

Essential Term has the meaning given to that expression in clause 3.1.1.

Fair Wear and Tear has the meaning set out in the Schedule or, if no meaning is specified, means the deterioration of a Vehicle through general use under the normal conditions for which that Vehicle is designed having regard to the conditions in which it is agreed the Vehicle will operate. In no circumstance does Fair Wear and Tear include deterioration caused by driver (or operator) abuse or neglect.

Good Condition means in good condition and appearance throughout and in sound mechanical order, free from all the following:

- (a) body or coach work damage;
- (b) paint scratches (other than stone chips or scratches not through the metal);
- (c) upholstery or trim damage or tearing;
- (d) glass damage which might prejudice re-registration or affect roadworthiness or any item of the Vehicle;
- (e) signwriting or other distinctive markings;
- (f) major component failure;
- (g) damage not repaired to a normal commercial standard; and
- (h) driver abuse and/or neglect,

other than as noted on the Vehicle Transaction Form provided to you or arising by reason of Fair Wear and Tear having regard to the distance the Vehicle has travelled or the hours for which it has been used.

GST has the meaning given to that term in the *A New Tax System (Goods and Services) Act 1999*

(Cth).

IVMS means in vehicle management services.

IVMS Hardware means the hardware affixed to the Vehicle to provide IVMS.

Jurisdiction means the state or territory of the Rental Location.

Loss Liability Charge means the amount you must pay in the event of damage or accident. The amount is as specified in the Schedule or Vehicle Transaction Form in respect of the Vehicle.

Loss Liability Reduction Fee means a fee payable by you to us at the commencement of the Rental Term that reduces the Loss Liability Charge for the Vehicle as specified in the Schedule.

Non-Excludable Obligation has the meaning given in clause 13.3.3.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form, electronic form or otherwise, about an identified individual or an individual who is reasonably identifiable and includes anything that is defined as personal information in the Privacy Laws.

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

Privacy Laws means the *Privacy Act 1988* (Cth) including the Australian Privacy Principles under the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth) and the *Do Not Call Register Act 2006* (Cth), any Australian legislation from time to time in force which affects privacy rights or Personal Information and any rules, regulations, codes, orders or other instruments issued under the *Privacy Act 1988* (Cth) or any similar Australian legislation.

Proceeds has the meaning given to it in the PPSA.

Regular Rental Charge means the amount or amounts specified in the Schedule to be paid at the intervals specified in the Schedule.

Related Bodies Corporate has the meaning given to that term in the Corporations Act.

Related Person means a director, officer, employee, agent, contractor or professional adviser of a party or of any of its Related Bodies Corporate.

Rental Agreement has the meaning given in clause 1.1.1.

Rental Location means the address specified in the Schedule.

Rental Term means the period commencing on the date the Vehicle is collected by you, or

delivered to you, under this Rental Agreement and ending on the earlier of:

- (a) termination of this Rental Agreement; or
- (b) the scheduled expiry date of the rental specified in the Schedule.

Sanctions Laws means the *Charter of the United Nations Act 1945* (Cth), the *Autonomous Sanctions Act 2011* (Cth) and all regulations, rules and Ministerial directions made under those Acts, and any other economic or trade sanctions, laws, regulations or directions that apply to us in any jurisdiction at any time in connection with this Rental Agreement or any party to this Rental Agreement.

Schedule means a document however entitled signed by you, referring to these Standard Terms and containing particulars of this Rental Agreement.

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

Taxable Supply has the meaning given to that term in *A New Tax System (Goods and Services) Act 1999* (Cth).

Us (We, ORIX) means ORIX Australia Corporation Limited ABN 79 002 992 681.

Vehicle means the vehicle or equipment described in the Schedule and Vehicle Transaction Form, together with all replacement parts, accessories, \ devices or apparatus affixed to or installed or incorporated into the vehicle.

Vehicle Transaction Form means a document however entitled signed by or on your behalf that identifies the vehicle and the condition of the vehicle and specifies any documents, spare keys or similar provided with the vehicle.

You (Customer) means any or all of the persons or entities described in the Schedule and, if there is more than one, means each of them separately and every two or more of them jointly.

16.2 Interpretation

In these terms unless the context otherwise requires:

- (a) a reference to “you”, “your”, etc is a reference to the Customer;
- (b) a reference to “us”, “we”, “our” etc is a reference to ORIX;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include any other gender;
- (e) references to a party include that party's executors, administrators, successors and permitted assigns;
- (f) a reference to a document or agreement is to that document or agreement as varied,

novated, ratified, replaced or restated from time to time;

- (g) references to any statutory provision include any subordinate legislation under that provision and any provision replacing, amending or consolidating the original provision;
- (h) a reference to AU\$, \$AU, dollars or \$ is to Australian currency;
- (i) the expression “person” means a natural person, company, firm or other legal or commercial entity or undertaking;
- (j) the words “includes” and “including” or words of similar effect are not words of limitation;
- (k) any provision under which two or more persons are liable binds those persons jointly and severally;
- (l) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (m) in the interpretation of these terms, no rule of construction applies to the disadvantage of us on the basis that we put forward these terms or any part of them;
- (n) headings are for convenience only and do not affect the interpretation of these terms;
- (o) references to this Rental Agreement include references to any agreement created under, or arising in the course of performing, this Rental Agreement; and
- (p) a reference to a law includes any law, principle of equity, statute and official directive of any government authority and a reference to a statute includes any rule, regulation, ordinance, by-law, statutory instrument, code, order or notice at any time made under that legislation.