

Our Reference: URBAN25J  
Contact: Emma Gleeson  
Email: [egleeson@brifsq.com.au](mailto:egleeson@brifsq.com.au)

9 October 2025

## CIRCULAR TO CREDITORS

Dear Sir / Madam,

**Urban.io Pty Ltd (Administrators Appointed)**  
**ACN 624 925 024**  
**("The Company")**

We refer to our appointment as Joint and Several Voluntary Administrators of the Company on 3 October 2025 and to our First Report to Creditors dated 7 October 2025.

As advised in our First Report to Creditors, we require funding to enable the Company to continue to trade during the administration period. If the Company continues to trade, we anticipate we shall receive proposals for a Deed of Company Arrangement from at least one party and possibly multiple parties, which would provide a better return to creditors as compared to a winding up.

We have been approached by Devnett Limited ("Devnett"), a United Kingdom based company, who is also a major customer and creditor of the Company, to provide funding to enable the Company to continue to trade during administration. Devnett previously provided a loan to the Company of GBP £530,000 on 28 June 2024 and is the largest creditor of the Company.

Attached for your information is a copy of the draft Deed of Funding and Indemnity ("Deed"). The proposed Deed would provide the Company with a source of interest-free funding which is intended to allow the Company to continue trading during administration for long enough to facilitate either a Deed of Company Arrangement or an asset sale process for the benefit of the Company's creditors.

If funding is not secured by 15 October 2025 (or shortly thereafter):

1. The Company will have no option but to cease trading;
2. Existing customers of the Company may terminate service agreements which are the Company's most valuable asset;
3. The prospect of a viable Deed of Company Arrangement or asset sale will be compromised; and
4. In the absence of a viable alternative, the Company would need to be wound up resulting in diminished returns for creditors.

We intend to urgently apply to Federal Court of Australia ("the Court") to seek orders under section 447A of the *Corporations Act 2001* to limit our personal liability for any debts incurred by the Company. Such orders are a necessary pre-requisite to our entry into the funding proposal.

BRI Ferrier Southern Queensland ABN 47 128 538 298  
Level 4, 307 Queen Street, Brisbane QLD 4000 GPO Box 890, Brisbane QLD 4001  
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Any creditor who objects to the proposed funding arrangement or to our application to the Court are urged to contact our office as a matter of urgency and by no later than **1pm AEST, Monday, 13 October 2025**.

Should you have any queries in relation to the above matter, please contact Emma Gleeson of our office on 07 3220 0994 or at [egleeson@brifsq.com.au](mailto:egleeson@brifsq.com.au).

Yours faithfully,  
**Urban.io Pty Ltd**  
**(Administrators Appointed)**

A handwritten signature in black ink, appearing to read 'J Taplin', is positioned above the printed name of the signatory.

**James Taplin**  
**Joint & Several Voluntary Administrator**

Encl.

DATED

OCTOBER 2025



BETWEEN

Law. For a modern world.

[INSERT FUNDER]

AND

GPO Box 1331  
Brisbane QLD 4001  
1300 23 LEGAL  
info@23legal.com.au  
www.23legal.com.au

23LEGAL Pty Ltd  
ABN 73 615 318 208

**JAMES TAPLIN AND DAVID COYNE AS JOINT AND SEVERAL ADMINISTRATORS  
OF URBAN.IO PTY LTD ACN 624 925 024 (ADMINISTRATORS APPOINTED)**

## **DEED OF FUNDING AND INDEMNITY**



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	PARTY NAME	DEFINITION
BETWEEN:	[INSERT]	("FUNDER")
AND	JAMES TAPLIN AND DAVID COYNE AS JOINT AND SEVERAL ADMINISTRATORS OF URBAN.IO PTY LTD ACN 624 925 024 (ADMINISTRATORS APPOINTED)	("[ADMINISTRATORS]")

**BACKGROUND:**

- A. On or about 3 October 2025, Urban.io Pty Ltd ACN 624 925 024 ("**the Company**") resolved pursuant to Part 5.3A of the *Corporations Act 2001* (Cth) to appoint the Administrators as joint and several administrators of the Company.
- B. The Company has insufficient funds to meet its ongoing liabilities and to continue to trade during the administration period.
- C. To ensure the continuity of the Company's operations during the administration and to enable the Administrators to continue to trade during the administration period, the Funder has agreed to provide certain funding to the Administrators for the purposes of funding the Administrators remuneration, trading liabilities, employee wages and entitlements, rent, operational costs and any non-trading costs or expenses associated with the administration of the Company.
- D. The parties to this Deed have agreed (*inter alia*) to enter into this Deed to record the terms of the funding and indemnity being provided to the Administrators by the Funder.

**AGREED TERMS****1. DEFINITIONS.**

- |     |                       |  |
|-----|-----------------------|--|
| 1.1 | <b>Administration</b> | means the administration of the Company pursuant to Part 5.3A of the <i>Corporations Act 2001</i> (Cth).   |
| 1.2 | <b>Administrators</b> | means James Taplin and David Coyne in their capacity as joint and several administrators of the Company.   |
| 1.3 | <b>Business Day</b>   | means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or Public Holiday in that city.   |
| 1.4 | <b>Claims</b>         | includes actions, claims, demands, suits, causes of action, potential causes of action, legal proceedings, any Right, any Obligations, Liabilities, responsibilities, costs (whether or not the subject of a court order), debts due, expenses or liabilities whatsoever, whether at law or in equity, whether known or unknown and whether present, future or contingent. |
| 1.5 | <b>Company</b>        | means Urban.IO Pty Ltd ACN 624 925 024 (Administrators Appointed).   |
| 1.6 | <b>Costs</b>          | means any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever including all legal fees on a full indemnity basis, and whether calculated on a time charge basis or otherwise.   |

1.7	<b>Deed</b>	means this document and any other document or transaction which is executed or otherwise entered into as a result of this document.
1.8	<b>Effective Date</b>	means the date this Deed becomes binding on all parties as set out in clause 3.
1.9	<b>Facility</b>	means the working capital facility under which the Funder will advance funds to the Administrator for the Purpose comprising the aggregate of the Initial Funding Amount and any Further Funding Amount.
1.10	<b>Funder</b>	means [insert]
1.11	<b>Funding Limit</b>	means the total amount of the Facility.
1.12	<b>Further Funding Amount</b>	means any further funding requested by the Administrators during the administration and payable in accordance with clause 4.3.
1.13	<b>Government Body</b>	means <ul style="list-style-type: none"> <li>1.13.1 any person, body or other thing exercising an executive, legislative, judicial or other governmental function of any country or political subdivision of any country;</li> <li>1.13.2 any public authority constituted by or under a law of any country or political subdivision of any country; and</li> <li>1.13.3 any person deriving a power directly or indirectly from any other Government Body.</li> </ul>
1.14	<b>Indemnity</b>	means the indemnity provided by the Funder to the Administrators in accordance with clause 7.
1.15	<b>Initial Funding Amount</b>	means the initial funding amount of USD\$75,000 payable in accordance with clause 4.2.
1.16	<b>Instalment Date</b>	means the date on which an individual instalment is due to be paid in accordance with this Deed.
1.17	<b>Liabilities</b>	means any and all liabilities, debts or obligations, whether actual or contingent, present or future, qualified or unqualified, known or unknown or incurred jointly or severally with any other person, whether a party to this Deed or otherwise.
1.18	<b>Money Owning</b>	means at any time, the aggregate of all amounts advanced by the Funder in connection with the Facility which is owing the Funder.
1.19	<b>Obligation</b>	means any legal, equitable, contractual, statutory or other obligation, commitment, duty, undertaking or liability.
1.20	<b>Parties</b>	means the parties to this Deed.
1.21	<b>Purpose</b>	means the purpose of the funding provided to the Administrators for the purposes of funding the Administrators' remuneration, trading liabilities, employee wages and entitlements, rent, operational costs and any non-trading costs or expenses (including legal costs and disbursements) associated with the administration of the Company.

- |      |                         |   |
|------|-------------------------|---|
| 1.22 | <b>Representative</b>   | means an officer, employee, contractor, attorney and agent.   |
| 1.23 | <b>Right</b>            | means any legal right, equitable, contractual, statutory or other right, power, authority, benefit, privilege, immunity, remedy, discretion or cause of action. |
| 1.24 | <b>Tax Act</b>          | means the <i>Income Tax Assessment Act 1936</i> (Cth) and/or the <i>Income Tax Assessment Act 1997</i> (Cth), as the context requires.                          |
| 1.25 | <b>Termination Date</b> | means the date of any of the occurrences set out in clause 8.   |

## 2. INTERPRETATION

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In this Deed, headings are for convenience only and shall not affect its interpretation. Except to the extent that the context otherwise requires:

- 2.1 reference to any statute or statutory provision shall include any modification or re-enactment of, or any legislative provisions substituted for, and all legislation and statutory instruments issued under such legislation or such power;
- 2.2 words denoting the singular shall include the plural and vice versa;
- 2.3 words denoting individuals shall include corporations, associations, trustees, instrumentalities and partnerships and vice versa;
- 2.4 words denoting any gender shall include all genders;
- 2.5 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 2.6 references to parts, clauses, parties, annexures and schedules are references to parts, clauses, parties, annexures and schedules to this Deed as modified or varied from time to time;
- 2.7 references to any document, deed or agreement shall include references to such document, deed or agreement as amended, novated, supplemented, varied or replaced from time to time;
- 2.8 a reference to this document includes the agreement recorded by this document;
- 2.9 a reference to any thing includes the whole or part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- 2.10 all references to dates and times are to Brisbane time;
- 2.11 all references to "\$" and "dollars" are to the lawful currency of Australia;
- 2.12 any term defined in the Background forms part of the Agreed Terms as if it was restated in the Agreed Terms of the Deed; and
- 2.13 terms used in this Deed and which are defined in the *Corporations Act 2001* (Cth) have the meanings given to those terms in the *Corporations Act 2001* (Cth).
- 2.14 Parties:
  - 2.14.1 references to any party to this Deed or any other document, deed or agreement shall include its successors or permitted assigns;
  - 2.14.2 words and expressions importing natural persons include partnerships, bodies corporate, associations and public authorities;
  - 2.14.3 any party entering into this Deed as a trustee for a trust agrees that it is bound by its obligations under this Deed in its own right, and in its capacity as trustee for the trust.
  - 2.14.4 a party which is an undisclosed trustee is bound both personally and in its capacity as trustee.
  - 2.14.5 An agreement, covenant, obligation, representation, or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.
  - 2.14.6 An agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.



- 2.15 The rights, remedies and powers of the Parties under this Deed are cumulative and do not exclude any other rights, remedies or powers.
- 2.16 Business Days
- 2.16.1 If anything under this deed must be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- 2.16.2 If an act is required to be done on a particular day it must be done before 5.00pm on that day or it will be considered to have been done on the following day.

### 3. COMMENCEMENT AND TERMINATION OF THIS DEED

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- 3.1 Effective Date.
- 3.1.1 This deed will be effective on and from the Effective Date.
- 3.2 Condition Precedent
- 3.2.1 This deed is subject to and conditional upon all parties receiving a fully and validly executed counterpart of this deed which has been unconditionally delivered by all other parties.
- 3.2.2 Each of the parties must use all reasonable endeavours to procure the satisfaction of the conditions specified in clause 3.2.

### 4. FUNDING AND PURPOSE

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- 4.1 At the request of the Administrators the Funder has agreed to provide the Facility.
- 4.2 **Initial Funding:** In consideration for the Administrators entering into this Deed, the Funder agrees to pay to the Administrators (as the Administrators direct) the Initial Funding Amount in the following instalments on each of the Instalment Dates:

NO.	INSTALMENT	INSTALMENT AMOUNT	INSTALMENT DATE
4.2.1	Instalment 1:	USD\$75,000.00	9 October 2025
TOTAL		USD\$75,000.00	

- 4.3 **Further Funding Request:**
- 4.3.1 The Administrators may (from time to time) request (“a **Further Funding Request**”) the Funder provide further funding to the Administrators above the Initial Funding Amount by providing a written notice (“**Funding Notice**”) to the Funder specifying the amount of additional funding required by the Administrators (“**Further Funding Amount**”) and the time for payment of the Further Funding Amount provided that the minimum amount of time is no less than five (5) Business Days from the date of the Funding Notice;
- 4.3.2 The Funder may, in its sole discretion and within the time stated in the Funding Notice:
- 4.3.2.1 pay any Further Funding Amount to the Administrators and nothing in this Deed obliges or requires the Funder to provide any Further Funding Amount; or
- 4.3.2.2 give to the Administrators a written notice (“**Declination Notice**”) declining to provide any Further Funding Amount to the Administrators,
- 4.3.3 For the avoidance of doubt:
- 4.3.3.1 a Further Funding Request may be issued at any point in time, regardless of whether the Initial Funding has been advanced or exhausted;
- 4.3.3.2 there is no limit to the number of Further Funding Requests or Funding Notices which may be issued by the Administrators; and
- 4.3.3.3 any Further Funding Amount provided by the Funder is subject to the terms of this Deed.



- 4.4 **Interest & Costs:** The parties agree that no interest or Costs are payable by the Company or the Administrators to the Funder in respect of the Initial Funding Amount or any Further Funding Amount.
- 4.5 **Default:**
- 4.5.1 If any default in payment of any instalment or amount in accordance with sub-clauses 4.2 or 4.3 occurs, the Administrators, may issue a written notice (**Notice**) in accordance with clause 16 requiring the default to be remedied within three (3) Business Days of the giving of that notice (**Notice Period**).
- 4.5.2 If the default subsists and has not been remedied, then upon expiry of the Notice Period the Administrators may immediately exercise any rights under this Deed;
- 4.5.3 Should any default, as set out in this clause 4.5, be remedied within the Notice Period, the Funder will be deemed to be in compliance with the terms of the Deed, and the Deed shall continue as if the default had not occurred.
- 4.6 **Repayment of Money Owing:**
- 4.6.1 Subject to clause 6.2, on the Termination Date, the Administrators will repay or reimburse to the Funder the Money Owing from:
- 4.6.1.1 the proceeds of any realisation of the assets of the Company;
- 4.6.1.2 any proceeds or consideration received by the Administrators under a Deed of Company Arrangement ("**DOCA**") or
- 4.6.1.3 any other recoveries made during the administration of the Company as determined by the Administrators.
- 4.7 **Repayment Priority:**
- 4.7.1 Subject to the *Corporations Act 2001* (Cth) and clause 6.2, the parties acknowledge and agree that:
- 4.7.1.1 this Deed and the repayment of the Money Owing are borrowed within the meaning of s443A of the *Corporations Act 2001* (Cth);
- 4.7.1.2 in the event that the Money Owing is not repaid in full prior to the Termination Date, the Money Owing will be repaid as part of the Administrators' indemnity described in section 443D of the *Corporations Act 2001* (Cth);
- 4.7.1.3 in the event the Company is wound up and a liquidator appointed:
- 4.7.1.3.1 any amounts due and owing under this Deed are, by operation of section 556 of the *Corporations Act 2001* (Cth), a priority in the liquidation; and
- 4.7.1.3.2 the Funder will, to that the Administrators' fees or expenses remain unpaid, pay the unpaid amounts to the Administrators pursuant to the Indemnity.
- 4.7.1.4 The Administrators may, in their sole discretion, set-off part of all of the Money owing against any amounts payable by the Funder pursuant to the Indemnity.

## **5. PAYMENTS**

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- 5.1 Method of making payments:
- 5.1.1 All payments required to be made under this Deed may be made as follows in the sole discretion of the recipient of the funds:
- 5.1.1.1 Electronic funds transfer to a bank account or accounts nominated in writing and orally confirmed by the recipient (or their solicitors) at least 2 business days before an Instalment Date; or
- 5.1.1.2 Such other method nominated in writing by the recipient (or their solicitors) at least 2 business days before an Instalment Date;
- 5.1.2 Payment will be deemed to have been made only when:

- 5.1.2.1 In the case of a bank cheque or solicitors trust account cheque, upon exchange of the cheque on or before the Instalment Date;
- 5.1.2.2 In the case of an electronic funds transfer, only when the receipt of the relevant funds is confirmed in writing by the bank operating the nominated account.
- 5.1.3 The Party who is to receive a payment required to be made under this Deed must use reasonable endeavours to put appropriate arrangements in place to ensure that the written confirmation referred to in clause 5.1.2.2 is given as soon as practical after the relevant amount is paid in accordance with clause 5.1.1.

## **6. ADMINISTRATORS' CAPACITY & LIMITATION OF ADMINISTRATORS' LIABILITY**

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- 6.1 The Administrators execute this Deed only in their capacity as administrators of the Company and not in their personal capacity and do not assume any personal liability whatsoever.
- 6.2 In consideration for the Funder providing the Facility and the Administrators entering this Deed, the Funder acknowledges and agrees that:
- 6.2.1 The Administrators make no warranties or representations in the Administrators' personal capacity and have no personal liability under this Deed;
- 6.2.2 All actions of the Administrators in respect of this Deed are taken only on behalf of the Company in the Administrators' capacity as administrators of the Company;
- 6.2.3 The Administrators are not liable in any capacity under, or in respect to, or connected with, the subject matter of this Deed other than in accordance with the Administrators' liabilities under the *Corporations Act 2001* (Cth);
- 6.2.4 The Administrators are only liable for the repayment of the Money owing under section 443A of the *Corporations Act 2001* (Cth) on a limited recourse basis;
- 6.2.5 Without limiting clauses 6.2.1 to 6.2.4 (inclusive), the Administrators liability to repay the Money Owing is limited to the assets of the Company from which the Administrators are actually indemnified for the liability and in which the Administrators have a lien under sections 443D and 443F of the *Corporations Act 2001* (Cth) (except to the extent that the Administrators do not have such a lien because of his or her own fraud, negligence or wilful default) and any equitable lien of the Administrators may have with respect to the care and preservation of the Company's assets.
- 6.2.6 These limitations of the Administrators' liability apply despite any other provision of this Deed or any other document and extends to all liabilities and obligations of the Administrators in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to their appointment as administrators of the Company, this Deed or any other document.

## **7. INDEMNITY**

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- 7.1 In consideration for the Administrators entering this Deed, the Funder hereby unconditionally and irrevocably indemnifies the Administrators against all claims, payments, liabilities, expenses or losses incurred or arising as a result of or in connection with:
- 7.1.1 the administration of the Company;
- 7.1.2 the Administrators' remuneration, trading liabilities, employee wages and entitlements, rent, operational costs and any non-trading costs or expenses associated with the administration of the Company; or
- 7.1.3 the Purpose,  
up to the Funding Limit.
- 7.2 The indemnity contained in clause 7.1 does not apply to the extent that the liability arises out of the negligence, fraud or wilful misconduct of the Administrators.

## **8. TERMINATION**

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- 8.1 Subject to clause 8.5, this Deed will terminate immediately upon:
- 8.1.1 the Administrators paying, or causing to be paid, to the Funder the Money Owing;

- 8.1.2 the Company being wound up and a liquidator appointed; or
- 8.1.3 a termination occurring in accordance with clauses 8.2 or 8.4.
- 8.2 Subject to clause 8.3, the Funder may terminate this Deed and the Facility immediately upon notice in writing to the Administrators upon the replacement or retirement of the Administrators as administrators of the Company.
- 8.3 Notwithstanding clause 8.2, if the Administrators become deed administrators under a DOCA, then this Deed will apply as if the references to “Administrators” were references to the “deed administrators” under a DOCA.
- 8.4 The Administrators may terminate this Deed and the Facility immediately upon notice in writing to the Funder if the Funder:
  - 8.4.1 fails to make any payment in respect of the Initial Funding in accordance with the timeframes referred to in clause 4.2;
  - 8.4.2 declines or fails to make any payment in respect of a Further Funding Amount as contemplated in clause 4.3 within the timeframe specified in any Funding Notice;
  - 8.4.3 issues a Declination Notice.
- 8.5 If this Deed is terminated in accordance with clauses 8.1, 8.2 or 8.4, the rights and obligations under this Deed that have arisen prior to the termination of the Deed shall survive termination.

## **9. WARRANTY REGARDING ENTRY OF DEED**

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- 9.1 Each party is cognisant of and acknowledges that:-
  - 9.1.1 It enters into this Deed fully and voluntarily on its own information and investigation;
  - 9.1.2 They, their legal advisors or other agents or advisors may discover facts different from or in addition to those facts which it presently knows or believes to be true with respect to the subject matter of this Deed.
- 9.2 Each party warrants and assures the others that it is duly authorised and has full capacity to enter into this Deed and to be bound by the provisions of this Deed.

## **10. CONFIDENTIALITY**

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- 10.1 Subject to clause 10.2 below, the contents of this Deed and all books, documents and information made available to any party for the purposes of entering into this Deed or in the course of the performance of this Deed shall be kept confidential and shall not be disclosed to any other person without the written consent of the other parties, which consent is not to be unreasonably withheld.
- 10.2 Clause 10.1 will not apply to any disclosure:
  - 10.2.1 required by law;
  - 10.2.2 required by:
    - 10.2.2.1 the *Corporations Act 2001 (Cth)* to enable any external administrator to comply with their duties as external administrator; or
    - 10.2.2.2 the *Bankruptcy Act 1966 (Cth)* to enable any trustee to comply with their duties as trustee;
  - 10.2.3 required by any applicable stock exchange listing rules;
  - 10.2.4 to solicitors, barristers, accountants, or other professional advisers under a duty of confidentiality;
  - 10.2.5 by a party to its insurer in accordance with its obligations under any contract of insurance or the *Insurance Contracts Act 1984 (Cth)* as amended from time to time.
  - 10.2.6 by a party to its bankers or other financial institutions, to the extent required for the purpose of raising funds or maintaining compliance with credit arrangements, if such banker or financial institution first gives a binding covenant to the other parties to maintain confidentiality, in form and substance satisfactory to the other parties;

- 10.2.7 required by this Deed or necessary for or incidental to the performance of the obligations and duties contained in this Deed; and
- 10.2.8 of information in the public domain otherwise than due to a breach of Clause 10.1.

## 11. COSTS

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- 11.1 Whether or not any of the transactions contemplated by this Deed are consummated, each Party shall bear their own legal and other costs, charges, fees and expenses incurred in relation to the negotiation, preparation and execution of this Deed, including the fees and disbursements of its lawyers and accountants, save for any costs which the Administrators may be payable pursuant to the Facility.

## 12. GOODS AND SERVICES TAX

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- 12.1 Interpretation
- 12.1.1 Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if not so defined, then which are defined in the *Competition and Consumer Act 2010* (Cth), have the same meaning in this clause.
- 12.2 GST inclusive amounts
- 12.2.1 For the purposes of this document where the expression **GST inclusive** is used in relation to an amount payable or other consideration to be provided for a supply under this document, the amount or consideration will not be increased on account of any GST payable on that supply.
- 12.3 Consideration is GST exclusive
- 12.3.1 Any consideration to be paid or provided for a supply made under or in connection with this document, unless specifically described in this document as **GST inclusive**, does not include an amount on account of GST.
- 12.4 Gross up of consideration
- 12.4.1 Despite any other provision in this document, if a party (**Supplier**) makes a supply under or in connection with this document on which GST is imposed (not being a supply the consideration for which is specifically described in this document as **GST inclusive**):
- 12.4.1.1 the consideration payable or to be provided for that supply under this document but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
- 12.4.1.2 the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- 12.5 Reimbursements (net down)
- 12.5.1 If a payment to a Party under this document is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party is entitled for that loss, cost or expense.
- 12.6 Tax invoices
- 12.6.1 The Supplier will provide a tax invoice.

## 13. COUNTERPARTS AND ELECTRONIC EXECUTION

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- 13.1 This Deed may be executed in two or more counterparts (whether original or bearing a facsimile copy signature), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 13.2 The Parties hereby agree and consent to:



- 13.2.1 the giving, sending and receiving of documents and information including, but not limited to, this Deed by electronic transmission pursuant to the *Electronic Transactions (Victoria) Act 2000 (Qld)*; and
- 13.2.2 any Party to the Deed signing this Deed electronically where such party is permitted at law to sign this Deed electronically.
- 13.3 The Parties hereby further agree that, subject to the terms of this Deed, this Deed will be binding on a Party upon execution of a copy of the Deed and transmission to the other Party by either facsimile or email communication.

#### 14. FURTHER ASSURANCES

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- 14.1 Each party shall, from time to time at its own cost and expenses, make, do and execute and cause to be made, done and executed, all such acts, things, agreements, deeds, instruments, assurances and other documents as may be necessary, desirable or reasonably required by another party to perfect or give effect to the transactions or agreements contemplated or contained in this Deed.

#### 15. GOVERNING LAW

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- 15.1 This Deed shall be governed by and construed in accordance with the law of Victoria and each of the parties hereby submits to the non-exclusive jurisdiction of the Victorian Courts.

#### 16. NOTICES

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- 16.1 All notices and other communications provided for or permitted under this Deed or otherwise shall be sent by certified or registered mail with postage prepaid, by hand delivery, by facsimile transmission or by electronic mail as follows:

- 16.1.1 If to the Administrators, to them at:

<b>Name</b>	<a href="#">23LEGAL</a>
<b>Address</b>	Level 7, 243 Edward Street, Brisbane QLD 4000 (GPO BOX 1331 Brisbane QLD 4001)
<b>Attn:</b>	Dugald Hamilton
<b>Email</b>	<a href="mailto:dhamilton@23legal.com.au">dhamilton@23legal.com.au</a>

- 16.1.2 If to the Funder, to them at:

<b>Name:</b>	[insert Solicitor's Firm]
<b>Address:</b>	[insert Solicitor's address]
<b>Attn:</b>	[insert Solicitor's Name]
<b>Email:</b>	[insert Solicitor's email address]

or to such other address or person as either party may specify by notice in writing to the other.

- 16.2 All such notices or communications shall be deemed to have been duly given or made:

- 16.2.1 On the date upon which the envelope or wrapper containing any such notice or communication would, in the ordinary course of the post, have been delivered to the address to which it was posted;
- 16.2.2 When delivered by hand; or
- 16.2.3 If sent by electronic mail, when the sender receives an email receipt from the recipient to the sender (or their mail server) which indicates that the email was received or otherwise delivered at the email address of the recipient.

- 16.3 The parties hereto agree that any originating process or other process issued by any party may be served on any other party by sending a photocopy of the signed and sealed copy of the process by:
- 16.3.1 certified or registered mail, with postage prepaid, to such other party at that party's address set forth in clause 16.1 above; or
- 16.3.2 email to such other party at that party's email address set forth in clause 16.1 above.

## **17. SEVERANCE**

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- 17.1 In the event that any term or provision of this Deed for any reason whatsoever be acknowledged by the parties, or be adjudged by a Court of competent jurisdiction or be held or rendered by any competent Government authority to be invalid, illegal or unenforceable, such term or provision shall be severed from the remainder of the terms and provisions of this Deed and shall be deemed never to have been part of this Deed and the remainder of the terms and provisions of this Deed shall subsist and remain in full force and effect unless the basic purpose or purposes of this Deed would thereby be defeated.

## **18. NO MERGER**

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- 18.1 The representations, warranties, obligations, covenants and undertakings of the Parties shall not merge on completion or termination of this Deed unless contrary to the express provision of this Deed capable of surviving completion or termination of this Deed shall do so.
- 18.2 If the liability of a party to pay money under this Deed becomes merged in any deed, judgment, order or other circumstance at law, the party liable must pay interest on the amount owing from time to time under that deed, judgment, order or other circumstance at law at the higher of the rate payable under this Deed and that fixed by or payable under that deed, judgment, order or other thing, or should no interest rate be prescribed pursuant to the amount affixed by the Parliament of Victoria in respect to outstanding civil judgment of the Courts of Victoria.

## **19. TIME**

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- 19.1 Subject to the terms of this Deed, time shall be of the essence of this Deed unless the parties agree in writing to any time requirements being extended or abridged in which event the time so extended or abridged shall again be of the essence of this Deed.

## **20. WAIVER**

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- 20.1 A waiver by either party of any default in the strict and literal performance of or compliance with any provision, condition or requirement contained in this Deed shall not be deemed to be a waiver of the strict and literal performance of and compliance with any other provision, condition or requirement herein nor to be a waiver of or in any manner release either party from strict compliance with any provision, condition or requirement in the future nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

## **21. AMENDMENTS**

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- 21.1 No modification or alteration of this Deed shall be valid or binding upon any party unless made in writing and duly executed or signed on behalf of such party under its seal or by its proper officers or representatives or attorneys thereunto duly authorised or, in the case of an individual by such party under the party's hand.

## **22. ENTIRE AGREEMENT**

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- 22.1 This Deed constitutes the full and complete understanding between the parties with respect to the subject matter of this Deed. There is no other oral understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions hereof or binding on the parties with respect to any of the matters to which these presents relate.
- 22.2 Each of the parties hereby covenants and irrevocably acknowledges that it has not been induced to enter into this Deed by any statement, warranty, representation, understanding, act, omission, fact, matter thing or conduct by or on behalf of any person including the other party, other than as expressly recorded in this Deed.



- 22.3 The provisions of clauses 22.1 and 22.2 shall operate and remain in full force and effect, except in the cause of fraud by another party to this Deed. No other fact, matter or circumstance, including breach of the provisions of Chapter 2 of the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*) by a party to this Deed shall interfere with or in any derogate from the operation and effect of clauses 22.1 and 22.2.

## **23. ANTI-AVOIDANCE**

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- 23.1 The Parties acknowledge and agree that in entering into this document:
- 23.1.1 each of the Parties have had the benefit of competent independent legal advice;
  - 23.1.2 none of the Parties have relied on any representation, assertion, statement, promise or assurance, except as expressly contained or referred to in this document; and
  - 23.1.3 none of the Parties have been the subject of any duress, economic duress, undue influence or unconscionable conduct.

## **24. WARRANTY OF AUTHORITY**

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- 24.1 Each person signing this document on behalf of a party, warrants to the other parties that on the date of signing, that person has full authority to sign this document on behalf of that party.



**IN WITNESS WHEREOF** this Deed has been executed by the Parties:

**EXECUTED** as a Deed

**SIGNED SEALED & DELIVERED** by **JAMES TAPLIN** in his capacity as joint and several administrator of Urban.io Pty Ltd ACN 624 925 024 (Administrators Appointed) the presence of:

Signature: **JAMES TAPLIN**

Witness (signature)

Full Name of Witness

[where a party signs this Deed electronically, a witness is not required]

**SIGNED SEALED & DELIVERED** by **DAVID COYNE** in his capacity as joint and several administrator of Urban.io Pty Ltd ACN 624 925 024 (Administrators Appointed) the presence of:

Signature: **DAVID COYNE**

Witness (signature)

Full Name of Witness

[where a party signs this Deed electronically, a witness is not required]

**EXECUTED** in accordance with section 127 of the *Corporations Act 2001 (Cth)* by **[INSERT COMPANY NAME & ACN]** in its own right and as trustee of any trust

Signature of Director

**[INSERT NAME]**

Full Name of Director

Signature of Director

**[INSERT NAME]**

Full Name of Director

**EXECUTED** in accordance with section 127  
of the *Corporations Act 2001 (Cth)* by  
[INSERT COMPANY NAME & ACN] in its  
own right and as trustee of any trust

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Signature of Sole Director & Secretary

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[INSERT NAME]

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Full Name of Sole Director & Secretary

