



17<sup>th</sup> July 2008

[Redacted]

Dear Sir/Madam

**Equipment Rental Agreement – Contract Reference [Redacted]**

We refer to your Equipment Rental Agreement and the relevant terms and conditions with Technology Business International Pty Ltd ACN 092 574 804 ("TBI") ("Agreement") with respect to the Terminals the subject of your Agreement.

As you may be aware, a liquidator has recently been appointed to TBI. However, it is important to note that your obligations under your Agreement, including to pay the Terminal Rental Fee are unaffected.

TAKE NOTICE that:

- all of the right, title and interest of TBI in your Agreement has been assigned to BNY Trust Company of Australia Limited (ABN 49 050 294 052) in its capacity as trustee of the Mobius ELR-01 Trust. We, Mobius Financial Services Pty Limited (ABN 91 099 088 365), are the trust manager of the Mobius ELR-01 Trust; and
- all amounts payable by you under your Agreement (including, without limitation, the Terminal Rental Fee) will continue to be due from your nominated bank account on the 26<sup>th</sup> day of every month.

Please refer to the enclosed Frequently Asked Questions. If you require additional information please contact us.

Yours faithfully,

For and on behalf of  
Mobius Financial Services Pty Limited (as trust manager)

## Frequently Asked Questions – Technology Business International Rental Agreement

### What are my obligations under the Agreement?

We recognise the current circumstances may have caused disruption to your business and are more than willing to address any questions you may have in relation to your obligations under the Agreement.

For the avoidance of doubt we refer to the Agreement and note that your (also referred to as the Merchant) obligations include but are not limited to:

- Clause 3.1: To pay the Terminal Rental Fee to the Equipment Rental Company throughout the Term by direct debit, monthly in arrears with rental payments payable on the 26th day of each month or the next Business Day.
- Clause 3.2: The Merchant will pay to the Equipment Rental Company interest on unpaid Terminal Rental Fees and costs incurred by the Equipment Rental Company.
- Clause 3.3: The Merchant's obligations to pay are absolute and unconditional and will not be affected by anything which might otherwise affect them at law or in equity, including:
  - any defect in the Terminals or the Services; or
  - ~~the condition, operation or fitness for use of the Terminals or the Services; or~~
  - any damage to or loss of the Terminals or Services; or
  - any lien or other encumbrance over or with respect to the Terminals or Services; or
  - any prohibition, interruption or other restriction of or against the Merchant's use, operation or possession of the Terminals or the Services for any reason whatsoever.

### What do I do with the Terminal?

For the avoidance of doubt we refer to the Agreement and note that your obligations include but are not limited to:

#### During the Term of the Agreement

Clause 4.3 of the Agreement: throughout the Term and any holding over period the Merchant must keep the Terminals in the same good condition as at the commencement date of this contract subject to fair wear and tear.

#### Upon or after an Event of Default

Clause 10.2 of the Agreement: the Equipment Rental Company may by notice in writing to the Merchant terminate the Agreement and take possession of the Terminals and instruct the Merchant to deliver the Terminals in good order and repair with due allowance for normal wear and tear at the Merchant's expense, to the Equipment Rental Company.

Irrespective of the anything else in the Agreement we note the obligation of the Merchant under Clause 5.3 of the Agreement includes that the Merchant must insure and keep insured the Terminals for their full insurable value under a comprehensive policy:

### Who are the parties you are dealing with?

- Mobius Financial Services Pty Limited ("Mobius") is the trust manager of the Trust and performs various servicing roles. Until you are otherwise advised, Mobius will be your initial contact in relation to questions with respect to your Agreement.
- BNY Trust Company of Australia Limited ("BNY") is the trustee of the Mobius ERT-WO5 Trust/ Mobius ELR-01 Trust ("Trust") and Mobius Financial Services Pty Limited is the trust manager of the Trust. As part of a financing arrangement; (1) TBI assigned its rights under the Agreement to the Trust (2) TBI charged its rights under the Agreement in relation to the Terminals to the Trust.
- Perpetual Services Pty Ltd, who is the agent that collects your monthly Terminal Rental Fee. The Terminal Rental Fee will continue to be due from your nominated bank account on the 26<sup>th</sup> day of every month, and
- Pepper Australia Pty Ltd, who is the agent that is responsible for contacting you if the Terminal Rental Fee is not paid or becomes overdue.

**Who are the parties I used to deal with?**

- Technology Business International Pty Ltd ("TBI") has been placed into liquidation and a liquidator has been appointed. TBI is defined as the Equipment Rental Company in the Agreement. TBI contracted with you to supply the Terminals on a rental basis. TBI has no responsibility for delivering the services previously provided by Bill Express Limited. At all times the Terminals remains the property of TBI. The previous employees of TBI or their delegates were responsible for administration, customer service and collections. As TBI is in administration your previous points of contact are replaced by the new contact details provided below.
- Bill Express Limited ("BXP") has been placed into administration. BXP separately contracted with you to provide services using the Terminals as the delivery platform.

**How can I find out the balance on my contract?**

To obtain the balance on your account, please email us your request.

**What is the term remaining on my contract?**

To determine the term remaining on your account:

- (1) refer to your original lease contract and determine the original Term;
- (2) subtract the number of cleared payments (honored payments).

For example:

Term of your contract:	48 months
Number of payments made:	8 cleared payments
Term remaining:	40 months

**Will I be charged a fee for paying out the balance of my contract early?**

No early repayment fee is applicable when paying out the balance of your contract.

**How can I obtain a payout on my account?**

To obtain the balance on your contract, please email us your request. The methods of payment to finalise your accounts are detailed in the payout summary.

**What are my payment options?**

When you entered into the Agreement you also authorised the collection of the Terminal Rental Fee by direct debit from your bank account for the Term.

Additional payments can be made via BPay. Please contact us for your BPay details.

**Contact us**

To assist us in servicing you within a timely manner, please ensure the following information is clearly noted:

- Your contract reference number.
- A concise summary of your query.

Email - [tbi hotline@mobiustfinancial.com.au](mailto:tbi hotline@mobiustfinancial.com.au)  
Telephone - (02) 8259 3104.