

AGREEMENT FOR CARSHARE SERVICES

Date	26 July 2021
Parties	<p>Carshare Australia Pty Ltd, ACN 102 892 679 ("GoGet")</p> <p>GoGet contact: Chris Vanneste Chris@goget.com.au</p> <p>Notices: notices@goget.com.au and copy to Chris@goget.com.au</p> <p>and</p> <p>LEMA VENTURES PTY LTD of 23 Belmore Road Randwick ABN: 81622167668 ("The Recipient")</p> <p>The Recipient contact: Alan Lee alanleerandwick@yahoo.com.au</p> <p>Notices: Alan Lee alanleerandwick@yahoo.com.au</p>
Recitals	<p>A. The Recipient is the registered own/s of the property at 23 Belmore Road Randwick (the "Premises") and have lodged a development application with the Randwick City Council for the construction of residential dwellings contain carshare space].</p> <p>B. GoGet carries on a carsharing business.</p>

THE PARTIES AGREE:**1. LICENCE****1.1 The Recipient will:**

- (a) licence One car space to GoGet to use to provide it carsharing services ("**Parking Licence**") which meet the following requirements ("the **GoGet Bay**");
 - (i) as per the attached plan Schedule A;
 - (ii) in a well-lit location;
 - (iii) if in a car park, in a location with a mobile signal strength (Vodafone, Optus or Telstra) of at least 85dBm
 - (iv) within close walking distance from pedestrian access points; and
- (b) provide access to common property 24 hours per day, 7 days per week for GoGet members, staff and agents for the purpose of access to the GoGet Bay and the

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maintenance of the GoGet Bay;

- (c) provide the line marked parking bays for the use of GoGet's carsharing service;
- (d) comply with all laws and legal requirements in respect of the Premises and, if applicable, conditions of the Development Approval (to be attached Schedule B once approved);
- (e) use its reasonable endeavours to keep the Premises and all areas adjacent to the Premises clear from obstruction and to enable GoGet members, staff and agents wishing to access the Premises to have free and uninterrupted access to the Premises only for the purpose of carsharing or carsharing operations; and
- (f) exclusively deal with GoGet for the purposes of the provision of a carsharing service for the Premises.

- 1.2 The Recipient must keep GoGet informed on a quarterly basis in relation to the progress on the development application for the Premises and must notify GoGet within 10 days of it becoming aware of, or receiving, any formal notification (whichever occurs first) the DA being approved or rejected with carshare, or if there are any required changes to the number of carshare spaces at the Premises (and provide GoGet with a copy of the Council's (or applicable authority's) approval, amendment request or reject of the development application at the Premises).
- 1.3 The Recipient and GoGet agree the Vehicle will be available for use by all members of GoGet, including GoGet members who are not residents of the Premises.
- 1.4 If GoGet determines, at its sole discretion, that the provision of its carsharing service at the Premises is not economically viable, GoGet may:
 - (a) Temporarily remove the vehicle. Residents will still be able to access the GoGet network during this time

2. INSURANCE AND LIABILITY

- 2.1 GoGet will effect and maintain the following insurances for the duration of the Term:
 - (a) public liability insurance with a limit of \$20 million per claim which covers damage to third party property or personal injury arising from GoGet business activities;
 - (b) comprehensive Third Party (CTP) insurance covering personal injury events with the level of cover subject to prevailing state legislation
 - (c) comprehensive Third Party Property insurance with a limit of \$20 million per claim which covers third party property damage arising from usage of GoGet vehicles (i.e. damage to other surrounding motor vehicle or physical structures).
 - (d) workers' compensation insurance in accordance with applicable laws.
- 2.2 GoGet's maximum aggregate liability to The Recipient under or arising out of this Agreement or any law is capped at the amount of proceeds recovered under GoGet's insurances – as outlined in clause 2.1.
- 2.3 GoGet will not have any liability to The Recipient for fines, penalties, taxes (except GST) and any exemplary, aggravated or punitive damages, liquidated damages or any indirect or consequential loss (including but not limited to loss of business, loss of revenue, loss of contract, loss of sales, loss of property or unit sales, loss of production, lost opportunity costs), legal costs and expenses (except reasonable legal costs awarded by a court).

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3. MARKETING

- 3.1 Each party must obtain prior written consent from other party for any use of the other party's intellectual property, including name, branding, logos or trade mark.

4. CONSIDERATION

- 4.1 The recipient agrees to pay GoGet \$2,000 if the DA is approved with carshare within 30 days of receiving a valid Tax invoice from GoGet
- 4.2 The parties agree that GoGet is not liable for any outgoings or other fees or charges in relation to the GoGet Bay or the Premises.

5. TERM and TERMINATION

- 5.1 The term of this Agreement will commence on the date signed by GoGet and continue until terminated by The Recipient by giving GoGet at least 1 year prior written notice.
- 5.2 GoGet may terminate this Agreement without cause by giving 30 days' written notice to The Recipient.
- 5.3 The Recipient may terminate this Agreement by giving 30 days' written notice to GoGet if the residential development application for the Premises as contemplated by this Agreement is not approved with carshare space(s) by the authorised council, authority or regulatory body or court.
- 5.4 Either Party may terminate this Agreement:
- (a) by notice in writing to the other if the other party notified fails to rectify a breach of this Agreement, to the satisfaction of the notifying party, within 14 days' of being notified (in writing) of the breach.
 - (b) upon the happening of any of the following events, if permitted by law,:
 - (i) if a party enters into a deed of arrangement or an order is made for it to be wound up;
 - (ii) if an administrator, receiver or receiver/manager or a liquidator is appointed to a party pursuant to the *Corporations Act 2001 (Cth)*; or
 - (iii) if a party would be presumed to be insolvent by a court in any of the circumstances referred to in the *Corporations Act 2001 (Cth)*.

6. GST

- 6.1 Capitalised expressions which are not defined in this Agreement but which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended) ("GST Law") have the same meaning in this clause 8.
- 6.2 If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause 8 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.
- 6.3 Any reference in the calculation of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party or its Representative Member in relation to the relevant cost, expense or other liability. A party will be assumed to have an entitlement to a full Input Tax Credit unless

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it demonstrates otherwise prior to the date on which the Consideration must be provided.

- 6.4 If, in relation to a Taxable Supply, an Adjustment Event occurs that gives rise to an Adjustment, then the GST Amount will be adjusted accordingly and where necessary a payment will be made to reflect that adjustment.
- 6.5 Each separate or periodic component of a Taxable Supply as referred to in section 156-5 of the GST Law is taken to be a separate taxable supply.
- 6.6 This clause will continue to apply after expiration or termination of this Agreement.

7. WARRANTY

Each party represents and warrants to the other party that it has full power to enter into and perform its obligations under this Agreement and this Agreement constitutes valid and binding obligations of the applicable party enforceable in accordance with its terms.

8. CONFIDENTIALITY

- 8.1 Notwithstanding any other provision of this Agreement, each party must keep confidential all information (in whatever form) and documents obtained by that party (however obtained, and including this Agreement) pursuant to the subject matter of this Agreement (**Confidential Information**) strictly confidential and not disclose such Confidential Information to third parties except to the extent either: (a) required by law, order of any court or tribunal of competent jurisdiction, the requirement of any government agency, stock exchange or other regulatory body pursuant to any law or order; or b. reasonably necessary for the proper performance of the obligations under this Agreement but always with the other party's prior written consent.

9. GENERAL

- (a) Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party, including, but are not limited to, the following events (herein referred to as a Force Majeure Event): industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, governmental action or any other event that is beyond the control of the Party in question. If a Force Majeure Event continues for more than [30 days], GoGet may either suspend or terminate this agreement by written notice to the Owner.
- (b) Neither party may assign, in whole or in part, or novate that party's rights and obligations under in this Agreement without the prior written consent of the other party, which may not be unreasonably refused. Notwithstanding any other clauses in this Agreement, GoGet does not need to obtain any prior consent from The Recipient where the assignment, novation or alike is as part of a merger, consolidation, sale, or transfer of all or part of its assets.
- (c) If any clause part of this Agreement is found to be legally ineffective it shall not affect the validity of the rest.
- (d) All notices in connection with this Agreement must be in writing and must be delivered by email to the email addresses set out for each party on page 1 of this Agreement. An email notice given: (a) takes effect when received and is taken to be received upon receipt by the recipient email server (even if received or categorised or filtered as unwanted email or spam), unless the sender receives an automated notice that such delivery has failed; and (b) if its delivery or transmission is outside the business hours, such notice is taken to be received at the commencement of business hours after that delivery or transmission. The parties may from time to time change their respective email address by providing the other party with written notice.
- (e) This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings and agreements between

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the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth herein.

- (f) No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto.
- (g) This Agreement shall endure to the benefit of and be binding upon the heirs, executors, administrators, legal and personal representatives, successors and permitted assigns of the parties, as applicable.
- (h) No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.
- (i) This Agreement and any amendment, supplement or termination of any provision herein, may be executed and delivered in counterparts by electronic means, each of which so executed and delivered counterpart is an original, and such counterparts together, will constitute one and the same Agreement.
- (j) Each party must act in good faith and co-operate with each other to resolve issues relating to the implementation of the Services from the Premises and to give full effect to this Agreement.
- (k) This Agreement is governed by and must be construed in accordance with the laws in force New South Wales. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.


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EXECUTED as an Agreement

GoGet

Signed for **CARSHARE AUSTRALIA PTY LTD, ACN 102 892 679**, in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:


CA9EAAD2C1AF473...


Signature of Director

Tom Davey

Name of Director

Date: 07-25-2021

DocuSigned by:


B1090A6DC7CA4E1...

Signature of Director/Secretary

John Fahey

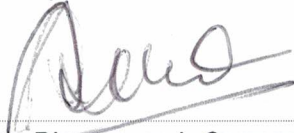
JACK FAHEY

Name of Director/Secretary

Date: 07-26-2021

The Recipient

Signed for **LEMA VENTURES PTY LTD** ABN 81 622 167 668 in accordance with section 127 of the *Corporations Act 2001* (Cth):


Signature of sole Director and Company Secretary

Name of sole Director and Company Secretary

Alan Lee

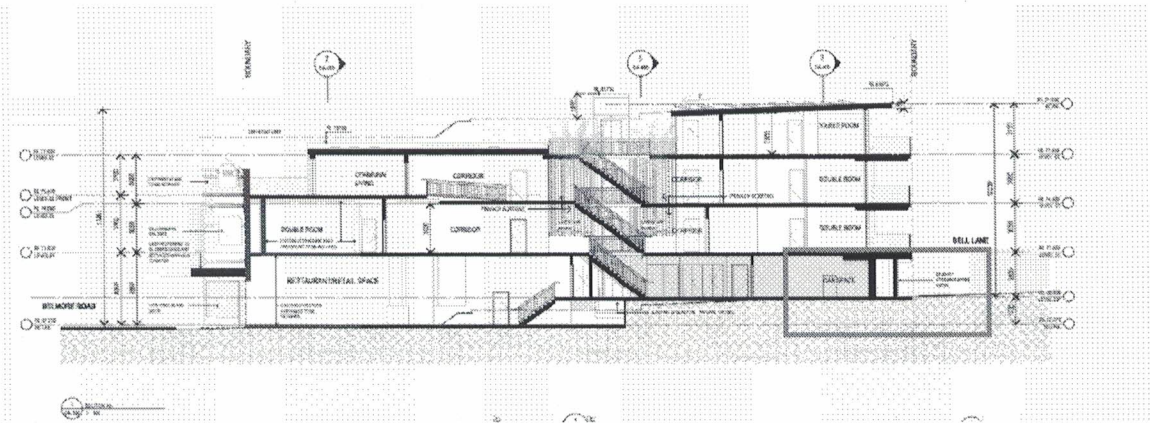
Date:

26/07/2021

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SCHEDULE A

Proposed Location of GoGet Bay for Vehicle



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SCHEDULE B

Development Approval (attached once approved)