

Accession Deed Poll

Dated

Supplier [*] ABN [*] (Supplier)

Background

- A. The Supplier seeks to enter into a supply arrangement with the Scheme Coordinator for the purpose of section 38 of the Waste Avoidance and Recourse Recovery Act 2001 (NSW).
- B. This deed poll is entered into in accordance with clause 7 of the Common Dispute Deed dated 28 July 2017 (Common Dispute Deed).
- C. As of the Effective Date the Supplier agrees to perform its obligations as the Supplier under the Common Dispute Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed poll:

Effective Date means the date of delivery of this deed to the Scheme Coordinator.

1.2 Definitions in Supply Arrangement

- (a) Unless otherwise defined, expressions used in this deed poll have the meanings given to them in the Common Dispute Deed.
- (b) Clause 1.2 of the Common Dispute Deed applies to this deed poll as if it was set out in full in this deed poll.

2. Accession to the Common Dispute Deed

- (a) A party signing this deed poll (the **Accession Party**) covenants and agrees with all parties to the Common Dispute Deed from time to time (whether original or by accession) (**Existing Parties**) on and from the date of delivery of this deed poll to the Scheme Coordinator (**Accession Date**) to observe, perform and be bound by the Common Dispute Deed so that, from the Accession Date, the Accession Party will be a party to the Common Dispute Deed and will assume the rights and obligations of a party as specified in the Common Dispute Deed.
- (b) The Accession Party confirms that it has been supplied with a copy of the Common Dispute Deed.
- (c) This deed poll is made by the Accession Party in favour of each Existing Party and is irrevocable.
- (d) Each Existing Party may enforce the terms of this deed poll against the Accession Party as if it were a party to this deed poll.

3. Executed Softcopy an Original

A party may sign electronically a soft copy of this Deed Poll through DocuSign, and bind itself accordingly. That will satisfy any statutory or other requirements for it to be in writing and signed by that party. Any soft copy so signed will constitute an executed original. In addition, it is intended to print it out when so signed, so that the relevant signatures will appear in the printout, and any print-out will also be an executed original.

4. Governing law

This agreement is governed by the law applying in and must be construed according to the law in force in New South Wales.

Executed as a deed poll

Accession Party

Executed by [*] ABN [*] in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director