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- (b) the Host Employer has met all other obligations due by the Host Employer to PEER in respect of all contracts between PEER and the Host Employer.
- 3.9 Receipt by PEER of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, deared or recognised and until then PEER ownership or rights in respect of this agreement shall continue.
- 4. Personal Property Securities Act 2009 ("PPSA")
- 4.1 In this clause:
 - (a) financing statement has the meaning given to it by the PPSA;
 - (b) financing change statement has the meaning given to it by the PPSA;
 - (c) security agreement means the security agreement under the PPSA created between the Host Employer and PEER by these terms and conditions; and
 - (d) security interest has the meaning given to it by the PPSA.
- 4.2 Upon assenting to these terms and conditions in writing the Host Employer acknowledges and agrees that these terms and conditions:
 (a) constitute a security agreement for the purposes of the PPSA; and
 - (b) create a security interest in all Documentation being transported by PEER.
- 4.3 The Host Employer undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which PEER may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 4.3(a)(i) or 4.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, PEER for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Documentation charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of PEER;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Documentation in favour of a third party without the prior written consent of PEER.
- 4.4 PEER and the Host Employer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 4.5 The Host Employer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 4.6 The Host Employer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 4.7 Unless otherwise agreed to in writing by PEER, the Host Employer waives its right to receive a verification statement in accordance with section 157 of the PPSAsections 96, 115 and 125 of

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by PEER under this clause 7 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Host Employer

- (e) details concerning the Host Employer account and the amount requested);
- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Host Employer no longer has any overdue accounts and PEER has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);
- (g) information that, in the opinion of PEER, the Host Employer has committed a serious credit infringement;
- (h) advice that the amount of the Host Employer

10.9

- The Host Employer shall have the right to request (by e-mail) from PEER:
- (a) a copy of the Personal Information about the Host Employer retained by PEER and the right to request that PEER correct any incorrect Personal Information; and
- (b) that PEER does not disclose any Personal Information about the Host Employer for the purpose of direct marketing.
- 10.10 PEER will destroy Personal Information upon the Host Employer -mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in acco