

Max Recovery Australia Pty Limited

## Release Deed Poll

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This Deed Poll is made on

**Parties**

- 1 **Max Recovery Australia Pty Limited** (ABN 89 125 680 122) of Level 18, 85 Castlereagh Street, Sydney NSW 2000 (the **Grantor**).
- 2 For the benefit of the debtors (including any assignees, transferees or successors) (the **Released Debtors**) in respect of the Released Debts (as defined below).

**Recitals**

- A The Grantor is the legal owner of Debts (as defined below).
- B The purpose of this deed poll is to unconditionally and irrevocably release and discharge each Debtor from their obligations under the Released Debts.

It is agreed as follows.

**1 Definitions and interpretation**

**1.1 Definitions**

The following definitions apply unless the context requires otherwise.

**Assigned Debts** means any Debt which is to be assigned, has been assigned or is purported or expressed to be assigned by the Grantor under the terms of the Sale Agreement.

**Debt** means any unsecured debt account relating to an obligation owed to the Grantor by a Debtor for the payment or repayment of money by reason of, or arising under or in connection with, a Credit Contract.

**Debtor** means, in respect of a Debt, any person who has or may have obligations either jointly or each of them severally to the Grantor or the original credit provider in connection with the relevant Credit Contract.

**Credit Contract** means an agreement for the provision of finance to the Debtor and the payment of the Debt by the Debtor to the Grantor or the original credit provider.

**Effective Date** is defined in section 4.

**Related Credit Contract Rights** means in respect of a Debt, any and all of the Grantor's rights, title and interest in, to and under a Credit Contract relating to the Debt including the benefit of all security interest, guarantees, actions, remedies, judgments, orders and undertakings undertaken or obtained by the Grantor.

**Released Debt** means any Debt and the Related Credit Contract Rights that is not, or is not related to, an Assigned Debt.

**Sale Agreement** means the document entitled "Sale Agreement" dated 21 December 2023 between the Grantor and others (as amended)

**1.2 Interpretation**

- (a) Unless the contrary intention appears:
  - (i) a reference to a group of persons is a reference to any two or more of them jointly and to each of them individually;
  - (ii) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;

- (iii) a reference to a person (including a party) includes:
    - (A) an individual, company, corporation (including a business trust), limited liability company, other body corporate, unincorporated association, joint stock company, association, partnership, firm, joint venture, trust or Government Agency; and
    - (B) the person's successors, permitted assigns, transferees, substitutes, executors and administrators;
  - (iv) the words 'including', 'for example' or 'such as' when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
  - (v) a reference to a law:
    - (A) includes a reference to any legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange; and
    - (B) is a reference to that law as amended, consolidated, supplemented or replaced; and
    - (C) includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation;
  - (vi) any reference to an agreement, deed or document shall be construed as a reference to such agreement, deed or document (including any schedules and annexures) as the same may from time to time be amended, consolidated, varied, novated, supplemented, replaced or otherwise modified;
  - (vii) a reference to time is to Sydney time;
  - (viii) where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (b) In this deed the singular includes the plural and vice versa.
- (c) In this deed headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

## 2 Deed poll

This document is a deed poll intended to operate for the benefit of each Released Debtor and is enforceable by each Released Debtor.

## 3 Release

On and from the Effective Date, the Grantor:

- (b) acknowledges and confirms that the Released Debt has been written off by the Grantor;
- (c) unconditionally and irrevocably releases each Released Debtor from their obligations created under or pursuant to each Credit Contract to which it is a party in respect of the Released Debt;
- (d) waives all and any rights (however arising) it has to recovery and seek payment of the Released Debt; and
- (e) will not take any action to seek recovery of any amount the Released Debtor would owe but for the release and will use commercially reasonable efforts to refund any amounts paid by the Released Debtor or any trustee or debt administrator under or in relation to the Credit Contract in respect of a Released Debt on or after the Effective Date.

**4 Effective date**

This document takes effect on 9 August 2024.

**5 Governing law**



- 5.1 This document is governed by the laws of the State of New South Wales within the Commonwealth of Australia.
- 5.2 Any dispute arising out of or in connection with the subject matter of this document will be subject to the exclusive jurisdiction of the courts of that State and courts of appeal from them.



**6 Operation of this document**

- 6.1 Any previous understanding, agreement, representation or warranty relating to the subject matter referred to in this deed is replaced by this document and has no further effect.
- 6.2 Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable unless this would materially change the intended effect of this document.

**Executed and delivered as a Deed Poll**

**Executed** as a deed in accordance with section 127 of the *Corporations Act 2001* by **Max Recovery Australia Pty Limited:**

  
\_\_\_\_\_  
Director  
  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Director/Secretary  
  
\_\_\_\_\_  
Print Name