Change Request Form

CHANGE REQUEST BRIEF DETAILS

| Change Request Number | 3 |
|--|--|
| Date of Change Request | On the date the last party executes this Change Request. |
| Originator of need for Change Request | Customer. |
| Implementation Date of Change | On the date the last party executes this Change Request. |
| Date of expiry of validity of Change Request | Not applicable. |
| Contractor's estimated time and cost of evaluation | Not applicable. |
| Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any (This applies only if the Customer is the Party that originated the need for a Change Request; and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds 2 Business Days) | Nil. |

CHANGE REQUEST HISTORY LOG

| Change Request Version History | | | | |
|--------------------------------|---------------|-----------------------------|----------|--|
| Date | Issue Version | Status/Reason for New Issue | Author | |
| November 2020 | 1.0 | Initial draft - pending | Customer | |

DETAILS OF CHANGE REQUEST

SUMMARY

- 1. This Change Request will amend the following parts of the Customer Contract (including the PIPP):
 - (a) General Order Form Item 10 Contract Period

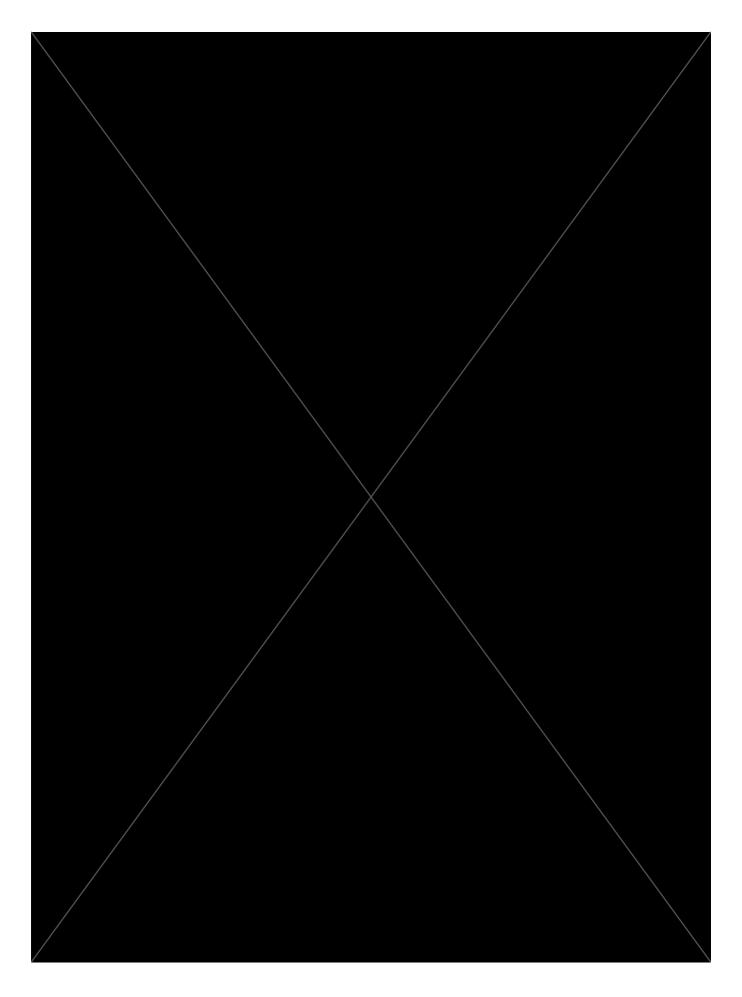
Revisions to the mechanism to extend the Contract Period.

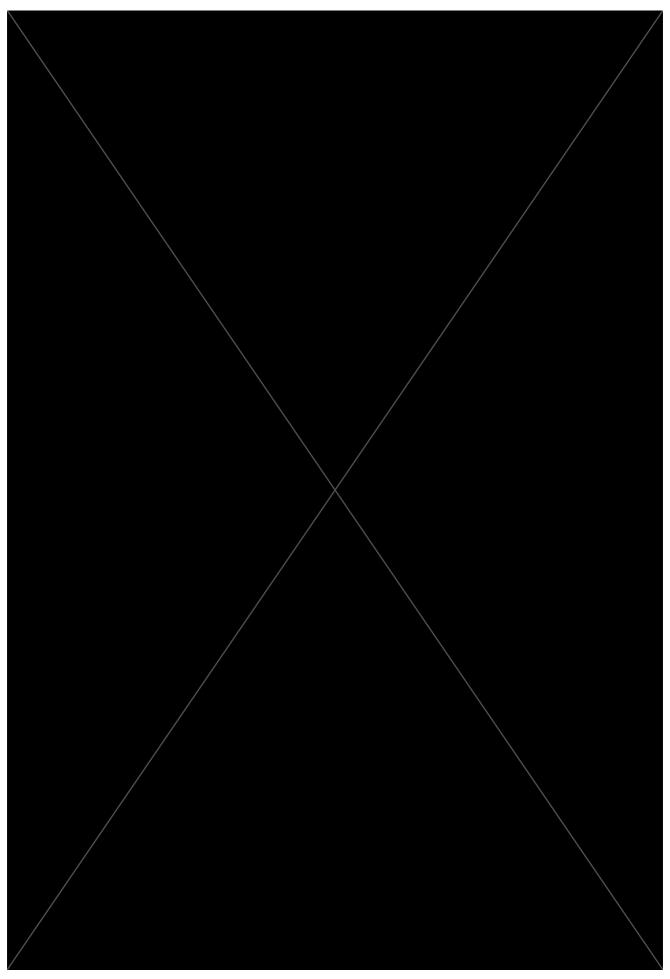
(b) Schedule 2 - Annexure A - Additional Conditions - clause 1.12:

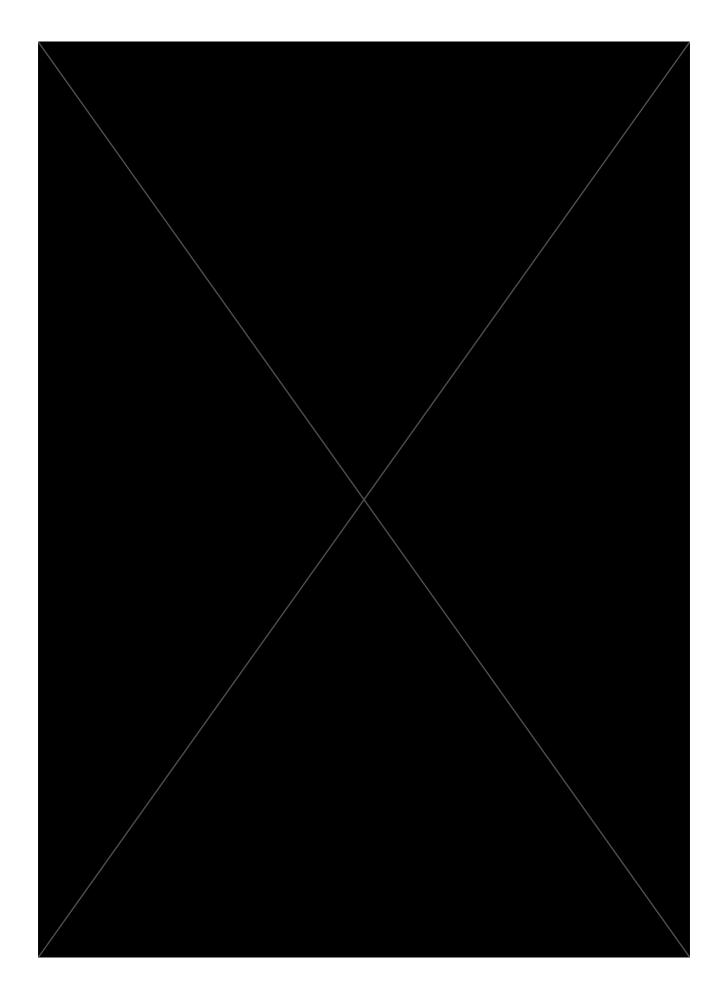
The addition of warranties in relation to payments made in advance.

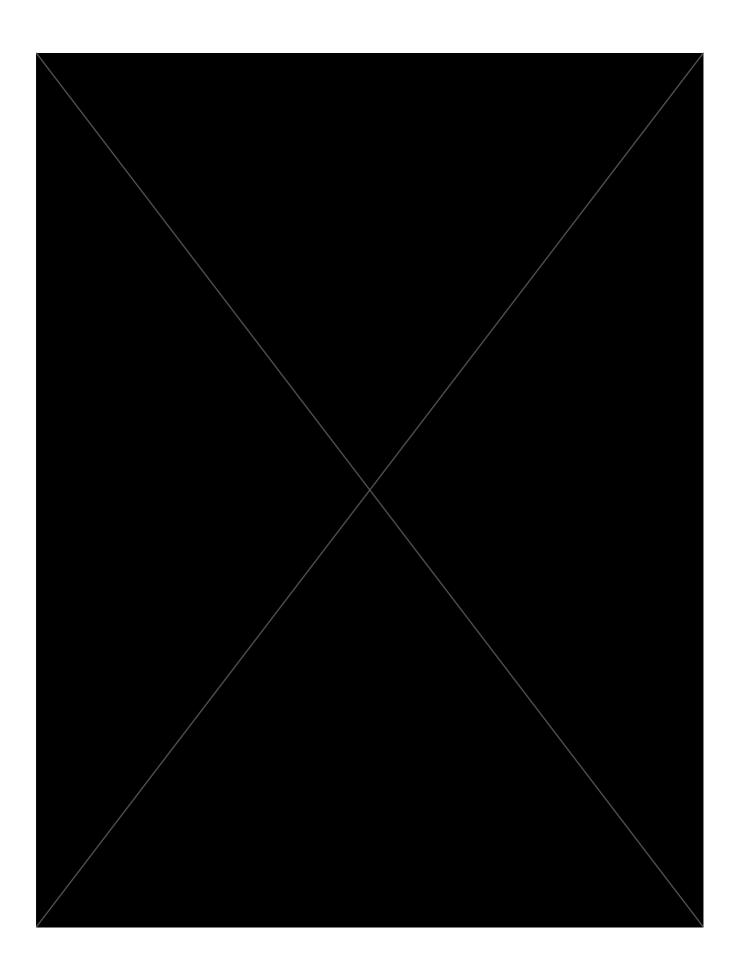
(c) Schedule 2 - Annexure A - Additional Conditions - Appendix 1B:

The form of statutory declaration set out in Appendix 1B to the Customer Contract is removed and replaced with the form of declaration set out in Schedule 2.











EFFECT OF CHANGE ON CONTRACT SPECIFICATION

12. The Contract Specification (which includes the PIPP) is amended to include additional new Deliverables (Deliverables 16 to 23), as specified in PIPP Variation 3 and summarised above.

EFFECT OF CHANGE ON PROJECT TIMETABLE

13. The Contractor must deliver the additional scope of work under PIPP Variation 3 in accordance with the dates and other timeframes specified in PIPP Variation 3.

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

14. The new charges and the timing of payments are per PIPP Variation 3.

CHANGES TO CSI

15. As advised in writing by the Customer.

CHANGES TO CUSTOMER PERSONNEL

16. There are no changes to the Customer's Personnel.

CHANGES TO CUSTOMER ASSISTANCE

17. Per the PIPP Variation 3.

PLAN FOR IMPLEMENTING THE CHANGE

18. Per the PIPP Variation 3.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Responsibilities of the Contractor

19. Refer to the new Summary Table of Deliverables as set out in Schedule 1 to this Change Request and PIPP Variation 3.

Responsibilities of the Customer

20. Refer to the new Summary Table of Deliverables as set out in Schedule 1 to this Change Request and PIPP Variation 3.

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

21. Acceptance testing and acceptance criteria in relation to Deliverables 16 to 23 are as specified in PIPP Variation 3, as set out in Schedule 1 to this Change Request.

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

22. The PIPP Variation 3 adds new Deliverables (Deliverables 16 to 23 as summarised above), as set out in Schedule 1 to this Change Request.

EFFECT ON USERS OF THE SYSTEM/SOLUTION

23. The implementation of the additional new Deliverables will add functionality to the system as described in the PIPP Variation 3.

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

24. Refer to the new Summary Table of Deliverables as set out in Schedule 1 to this Change Request and PIPP Variation 3.

EFFECT ON TRAINING

25. None.

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

26. None.

ASSUMPTIONS

27. None.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

- 28. The following documents that form part of this Change Request:
 - (a) PIPP Variation 3 (Schedule 1 to this Change Request).

CUSTOMER CONTRACT CLAUSES, SCHEDULES AFFECTED BY THE PROPOSAL ARE AS FOLLOWS:

- 29. The following clauses in the Customer Contract and relevant Schedules, including Service Level Agreement, are amended:
 - (a) Schedule 12 PIPP

Amendments as per PIPP Variation 3 at Schedule 1.

(b) Additional Conditions

Amendments as per Schedule 2.

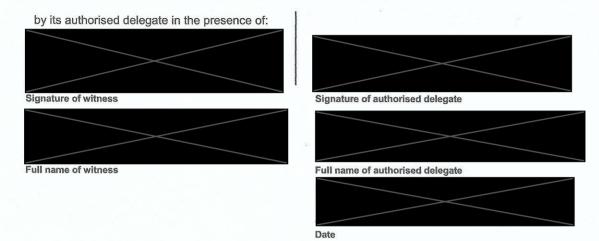
AUTHORISATION

30. Once this Change Request is signed by both Parties, the Customer Contract is updated by this Change Request and any provisions of the Customer Contract that conflict with this Change Request are superseded.

SIGNED AS AN AGREEMENT

Signed for and on behalf of

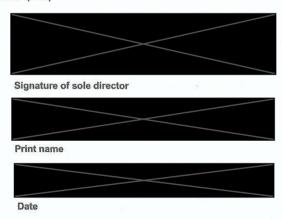
Sydney Trains (ABN 38 284 779 682)

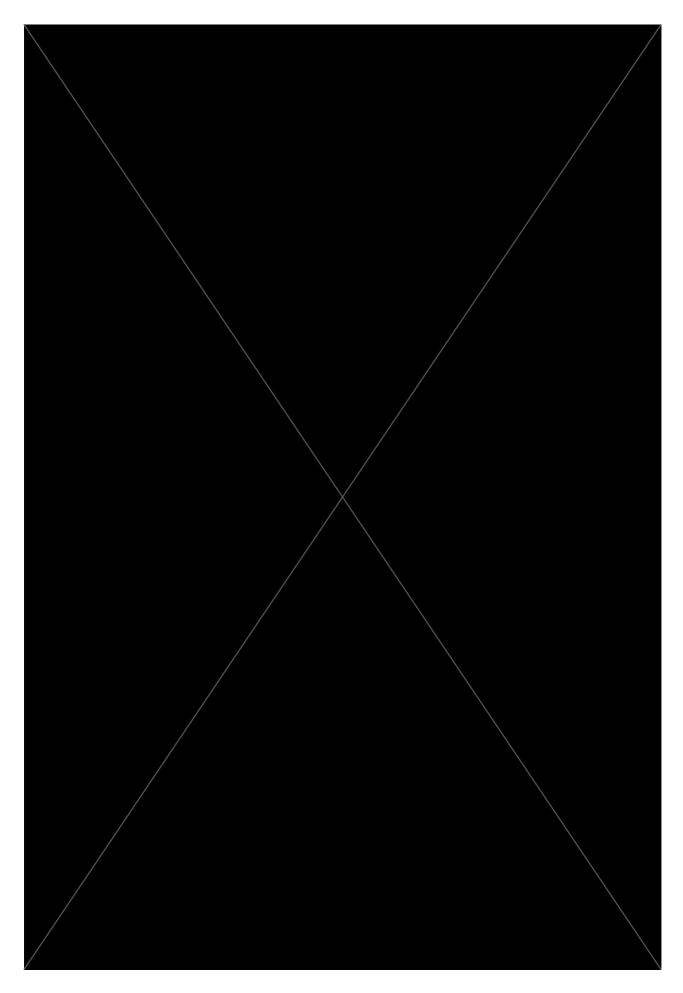


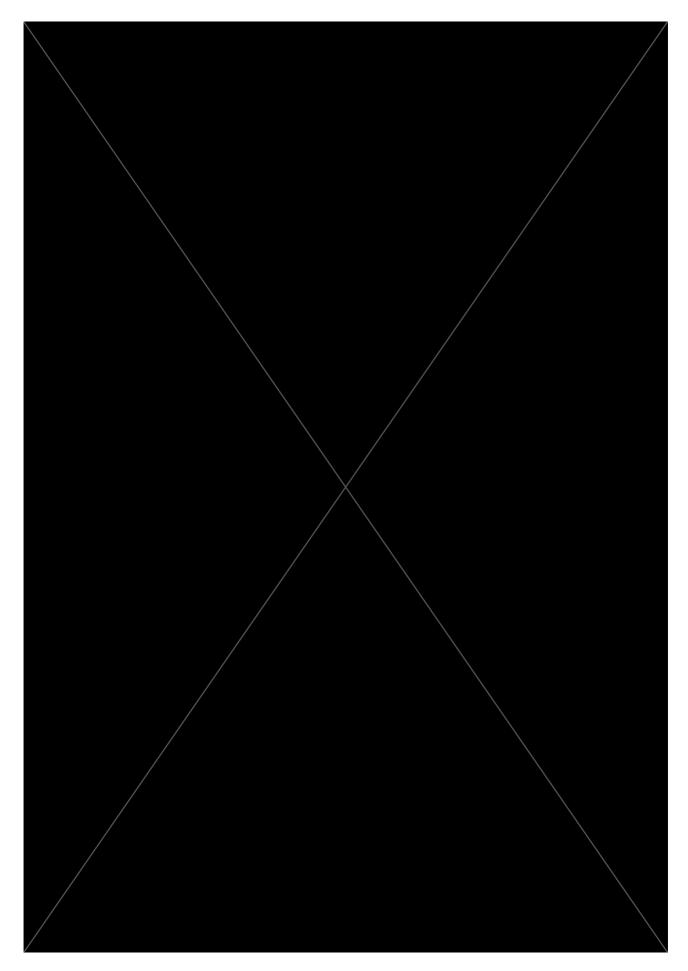
Signed for and on behalf of

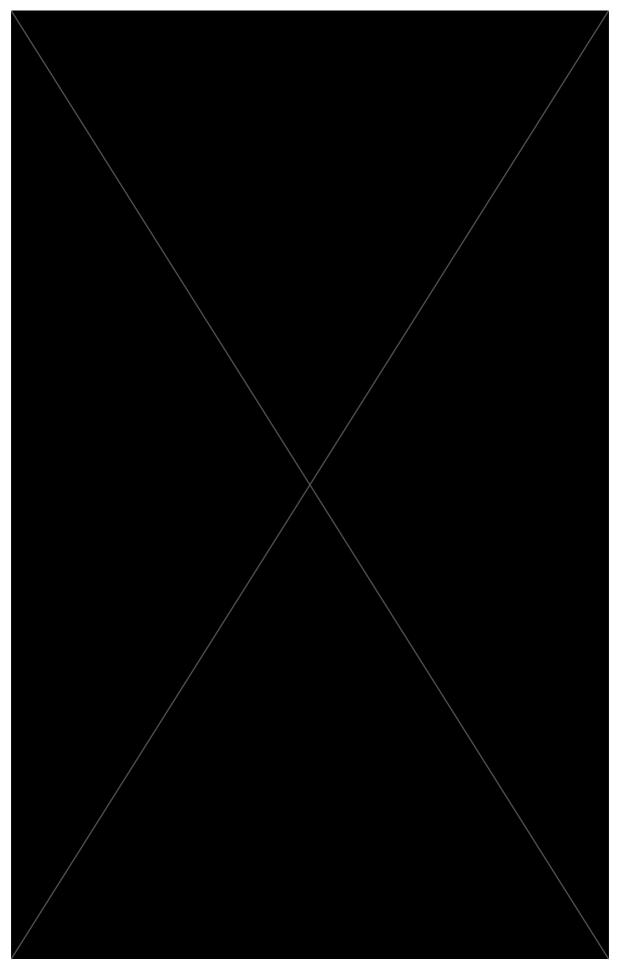
AppJourney Pty Ltd (ABN 80 162 192 174)

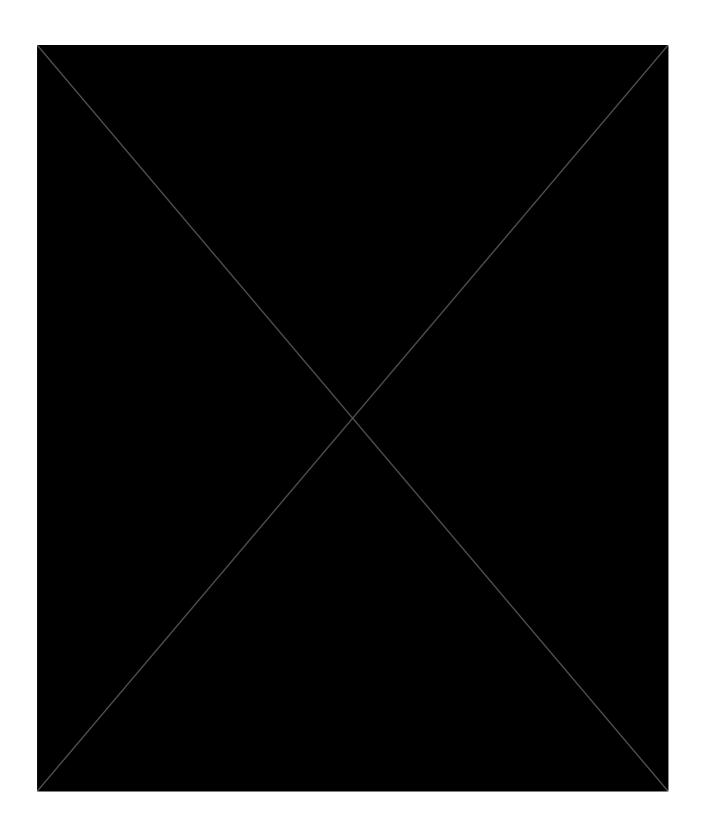
in accordance with s 127 of the Corporations Act 2001 (Cth)

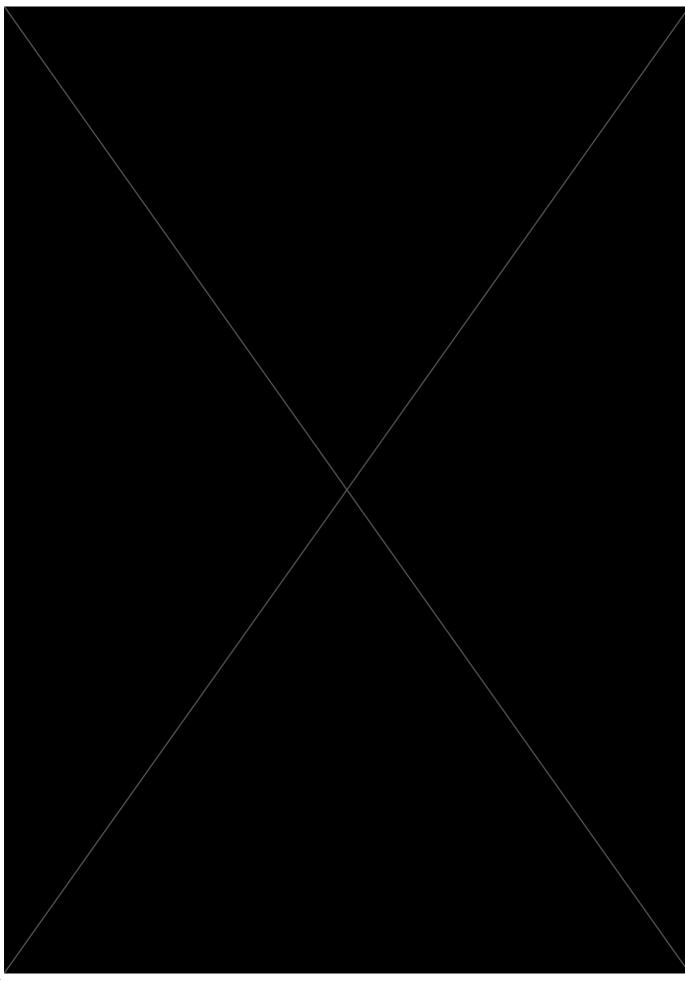


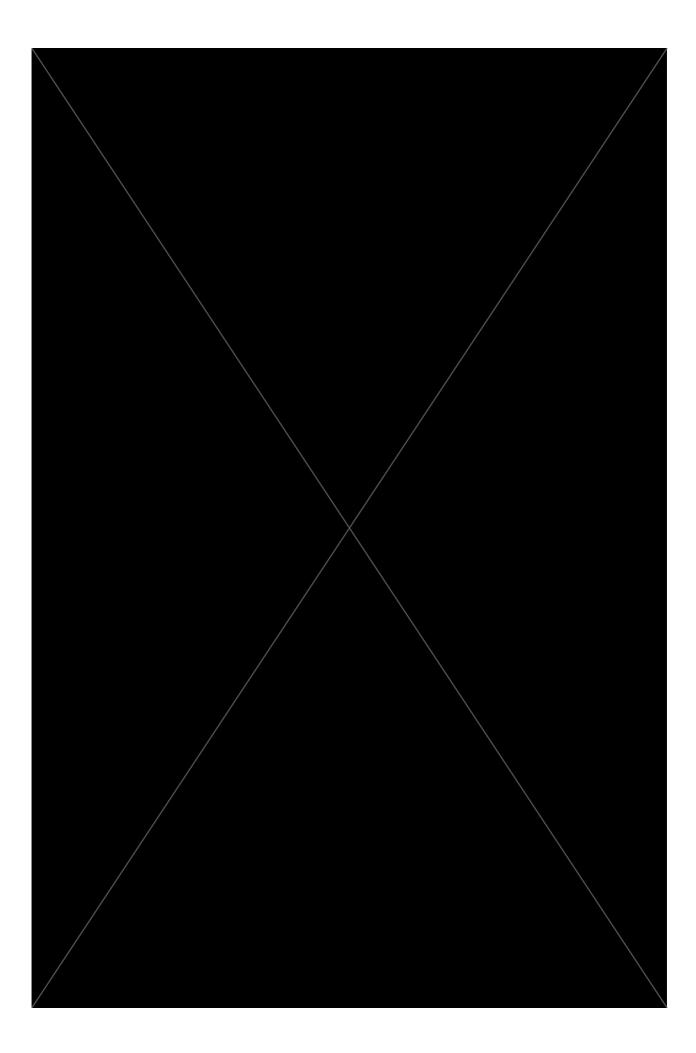


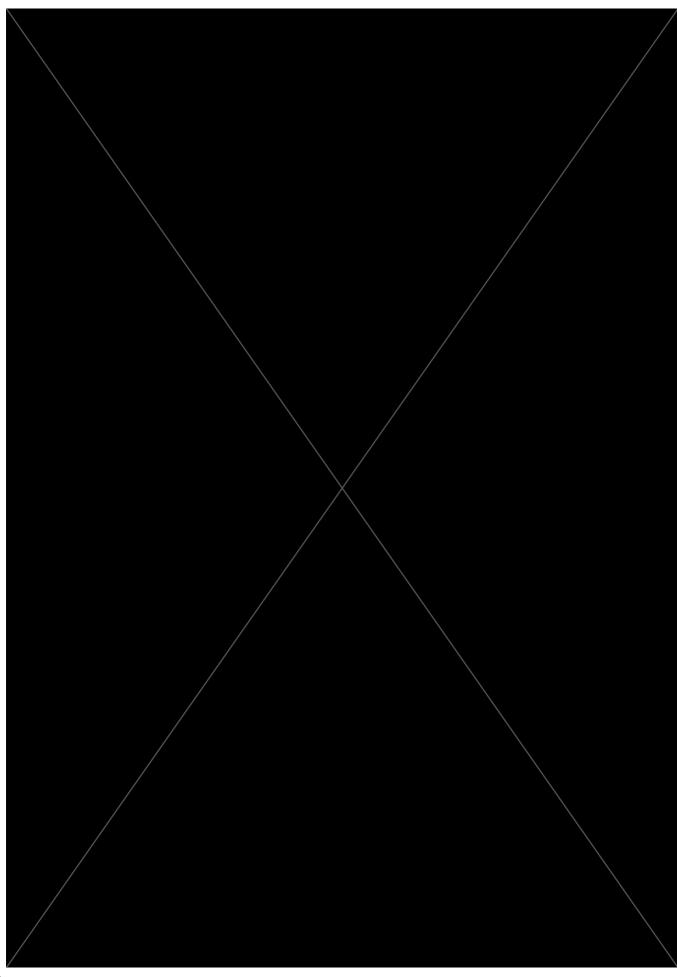


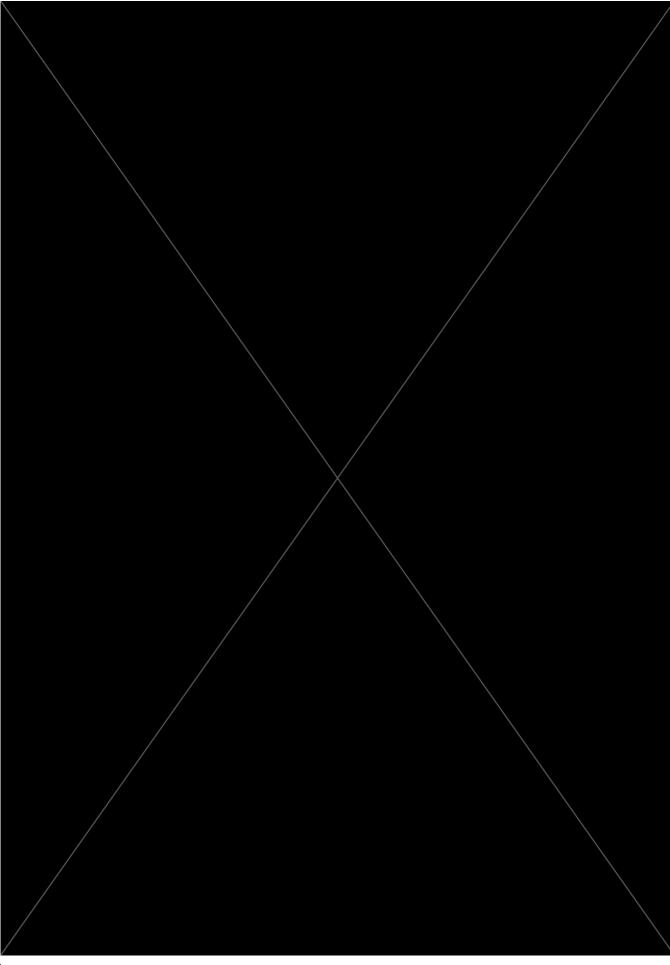


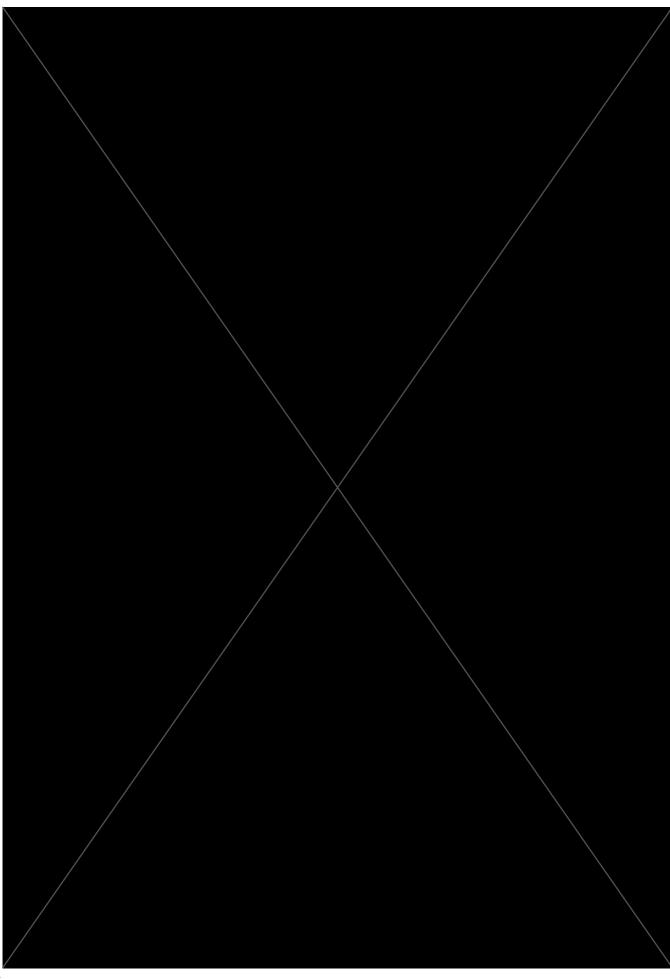


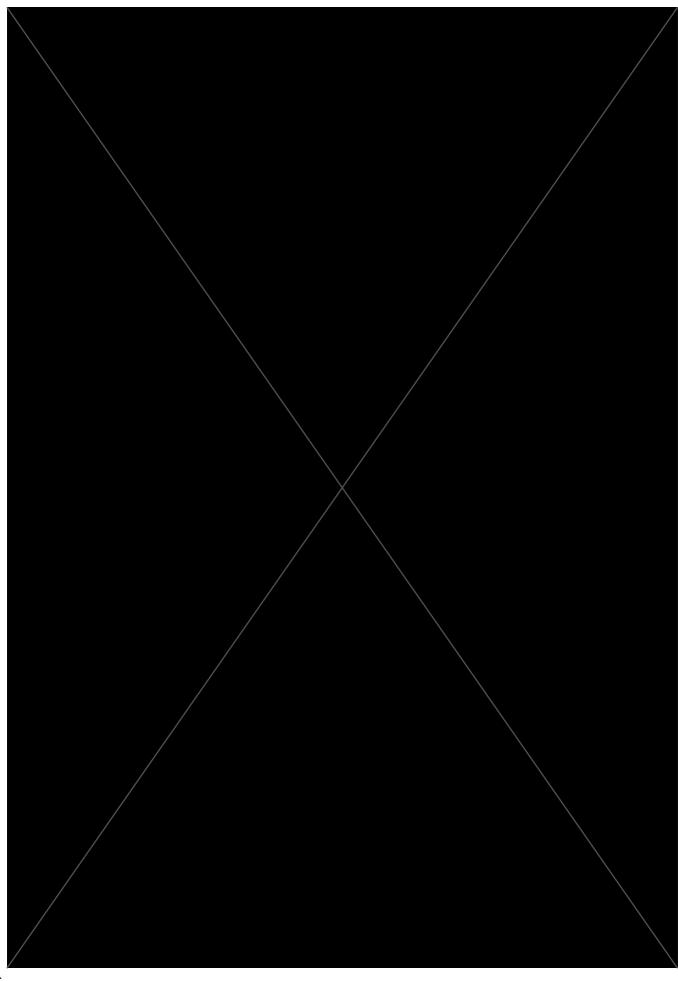


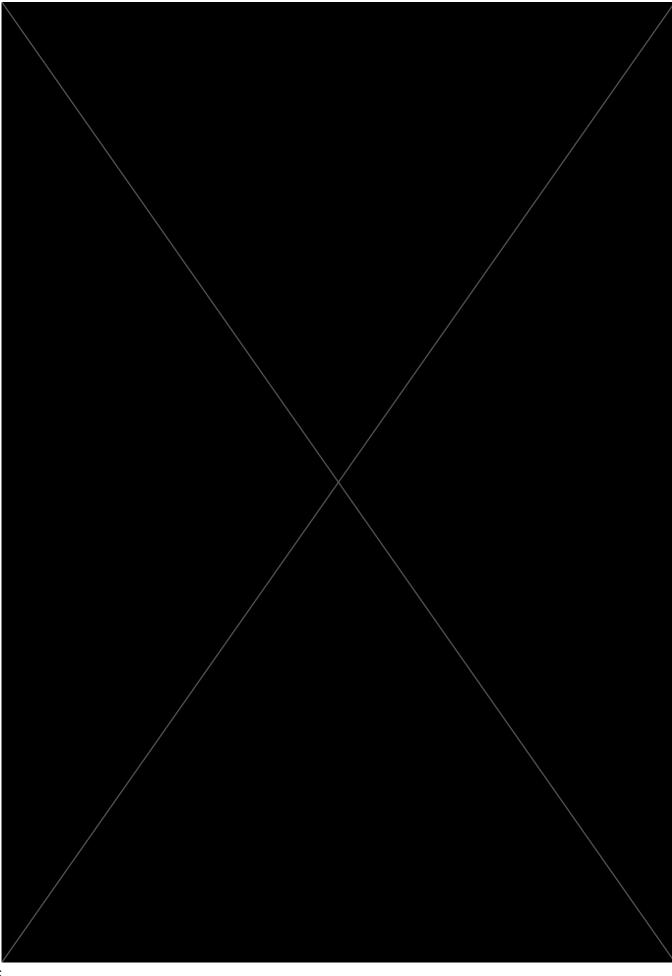


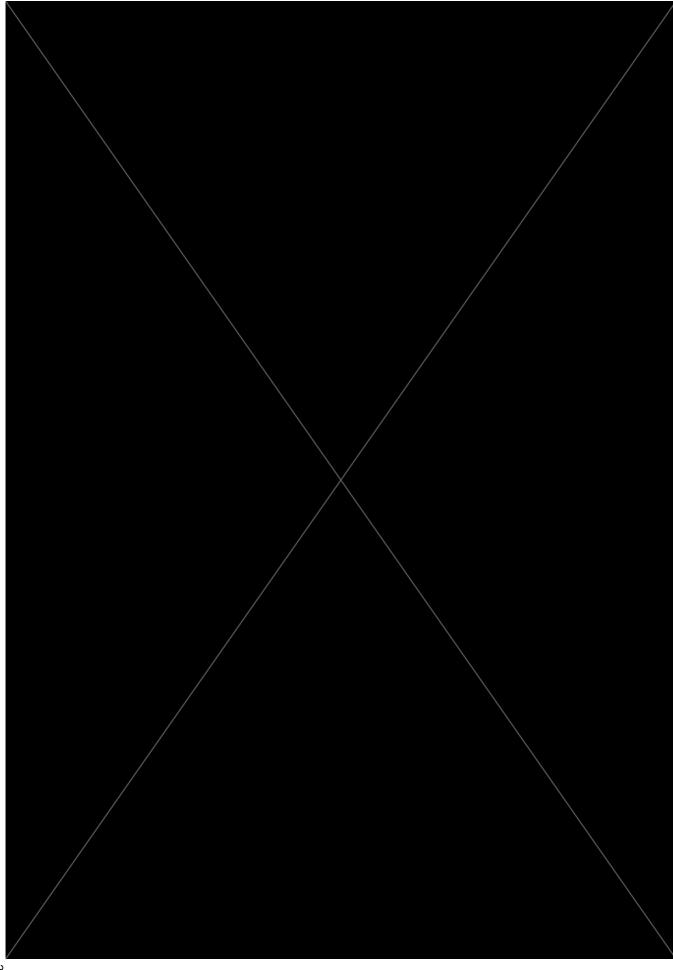


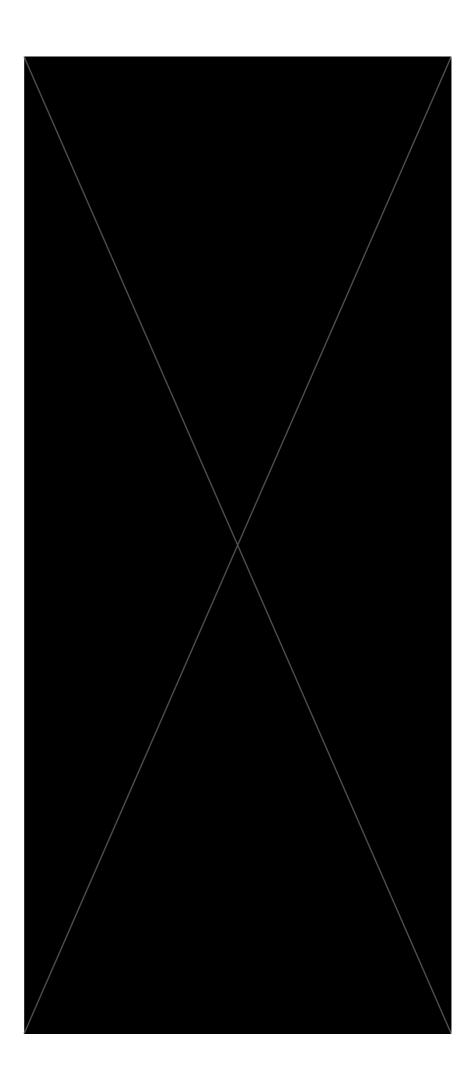


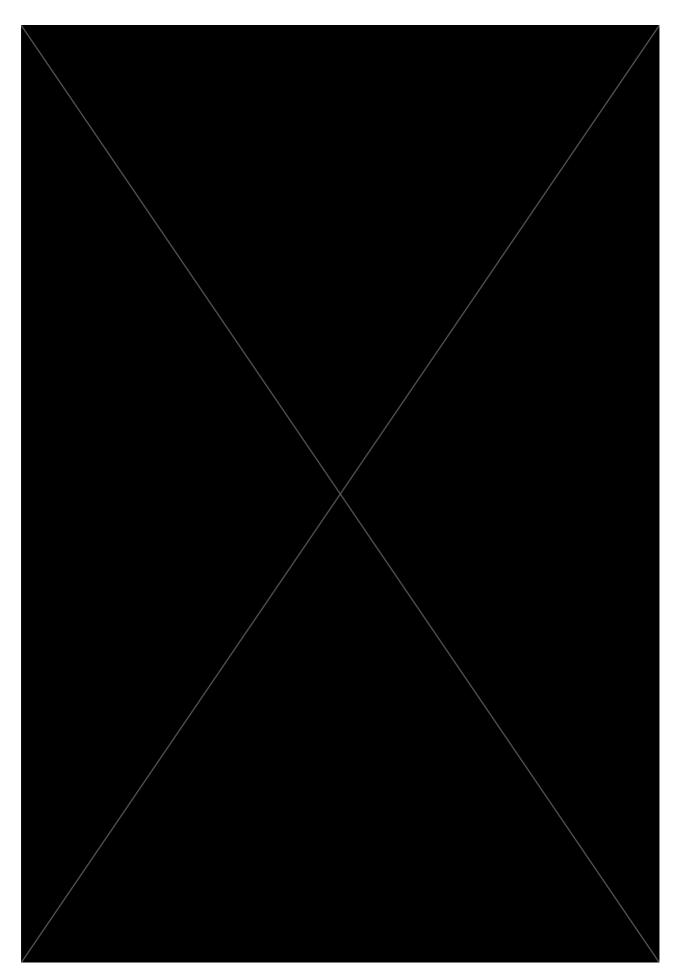


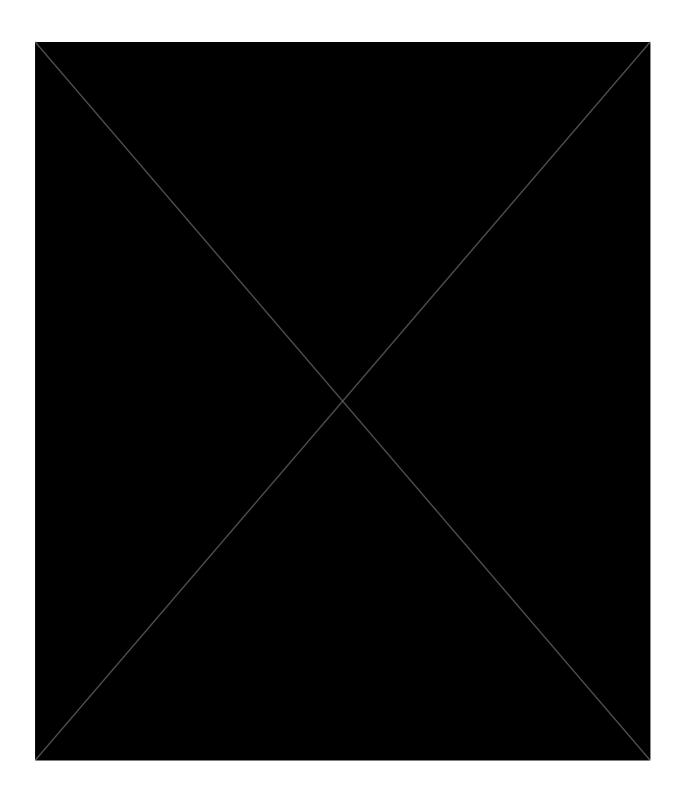


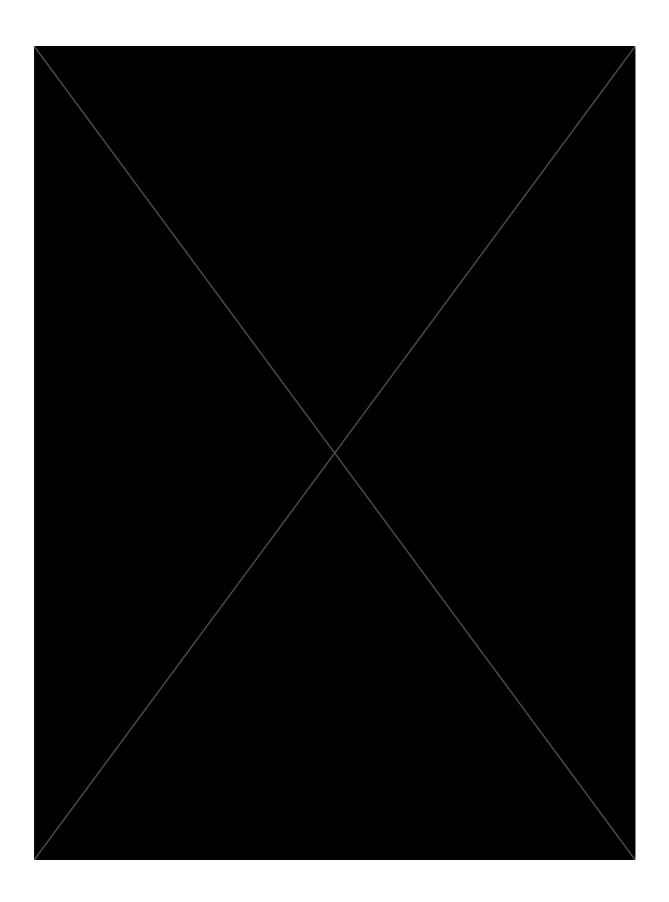


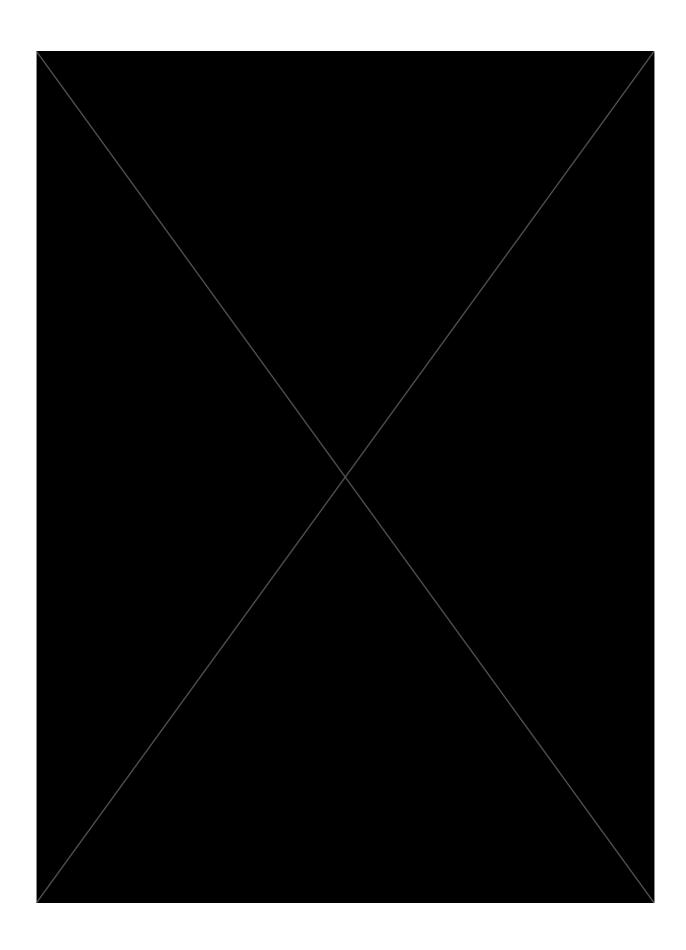


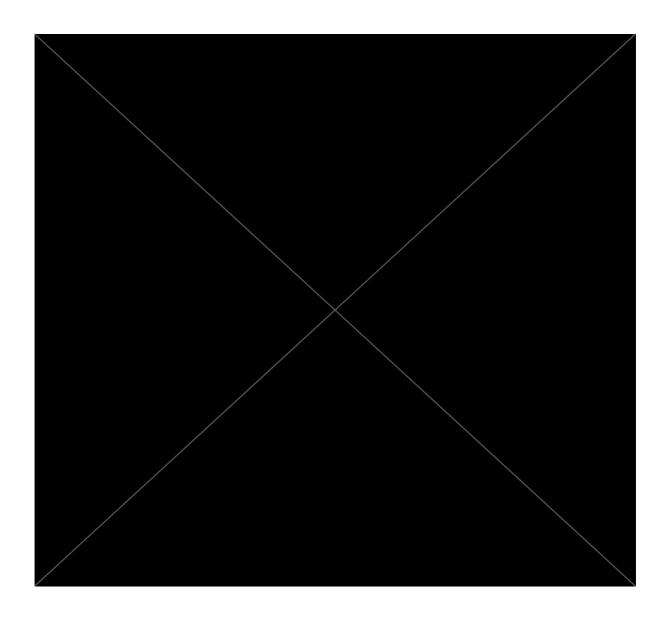


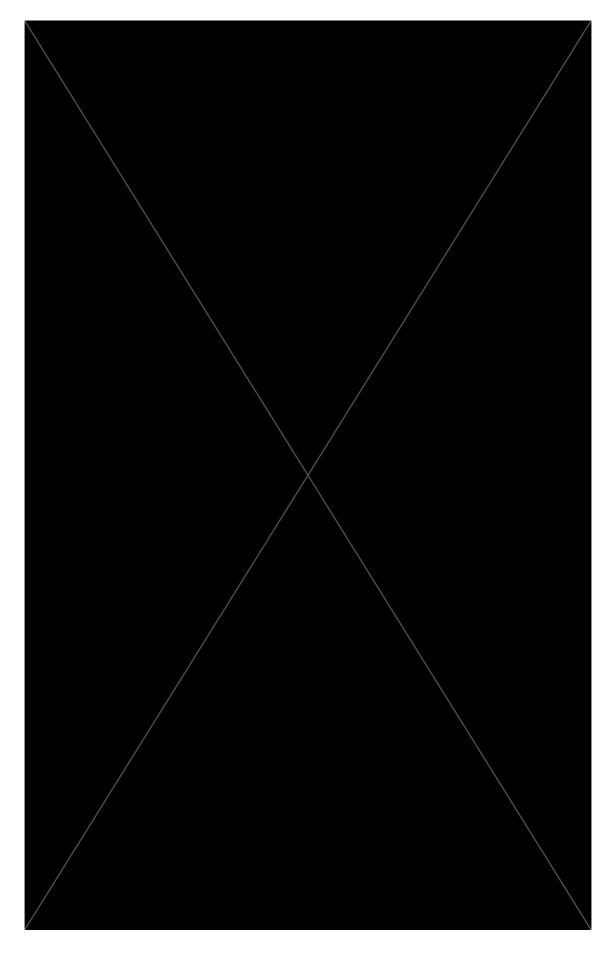


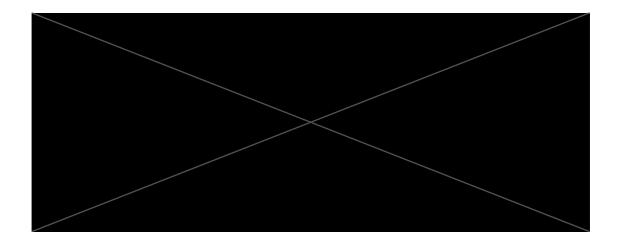


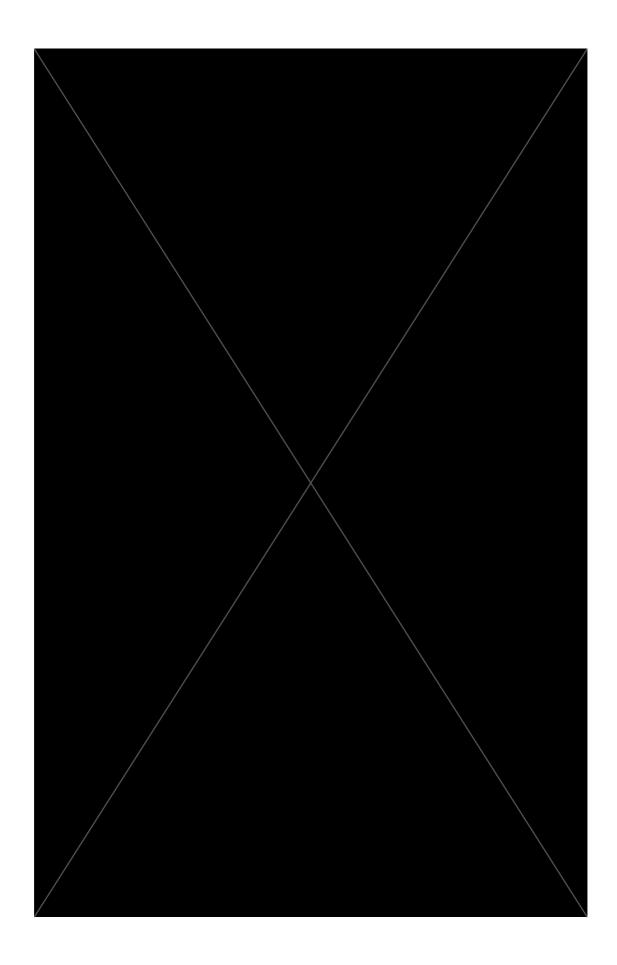


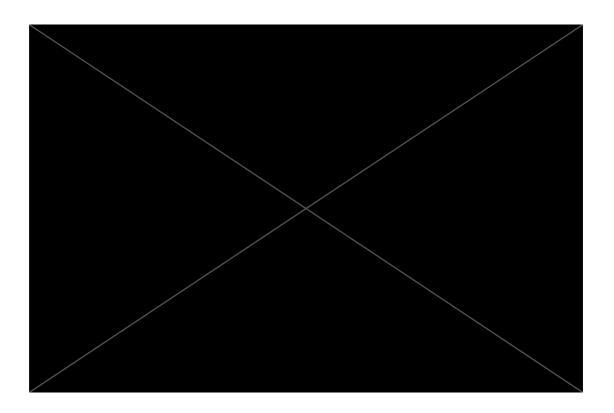


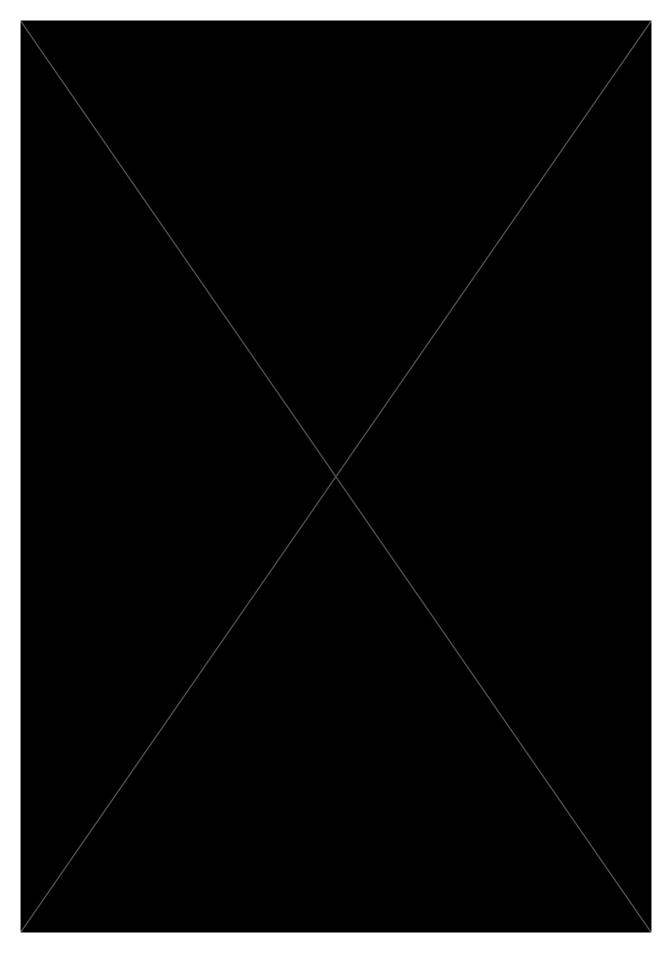


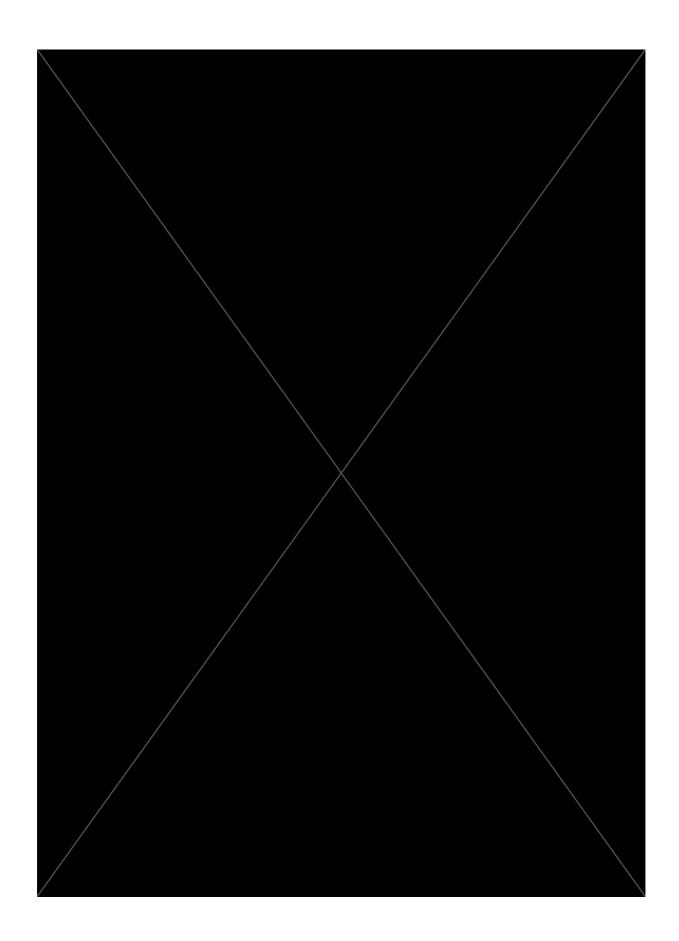


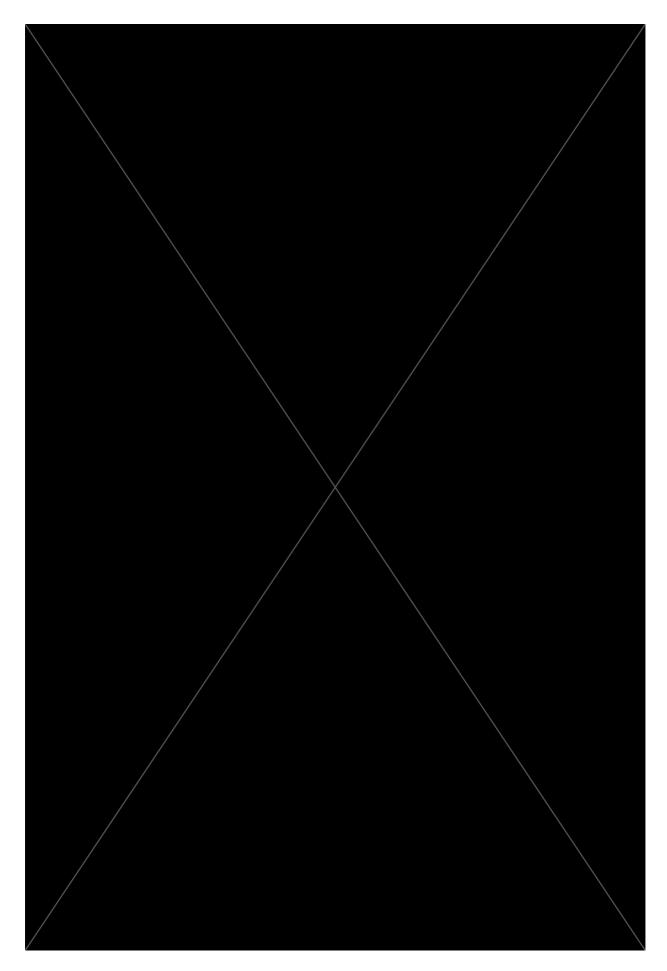


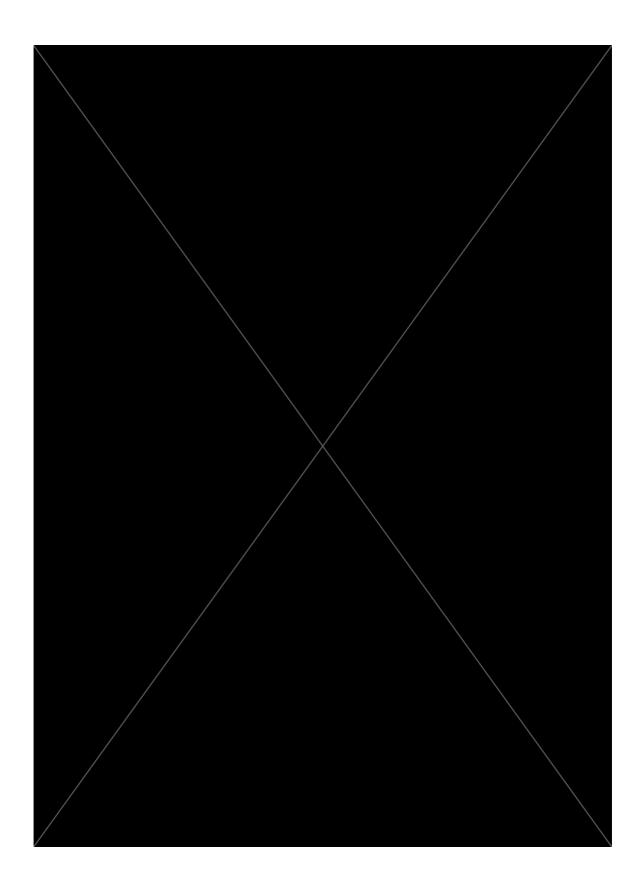


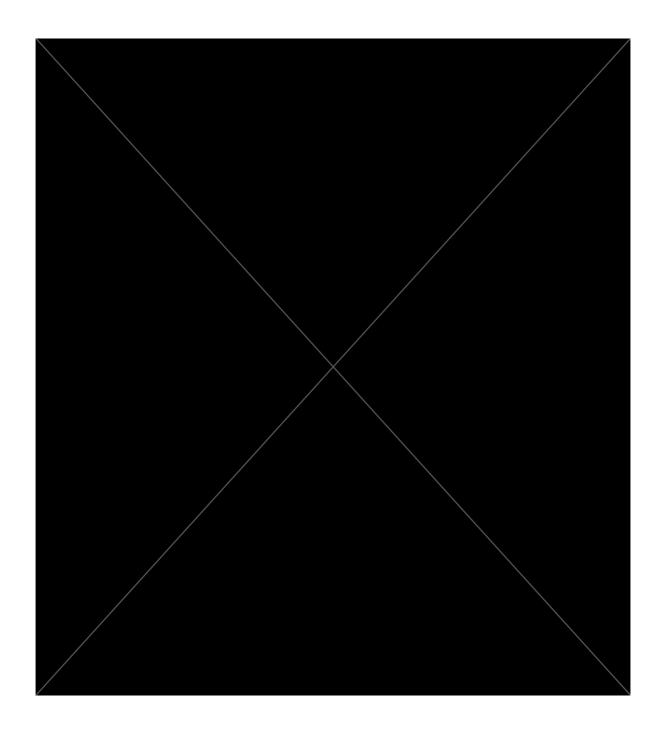














Schedule 2 Form of Declaration

Appendix 1B Form of Declaration

| Declar | ation | |
|----------|---|---|
| , | | |
| [| | |
| | |] |
| of | | |
| | | delice of delice that |
| io soiem | iniy an | d sincerely declare that: |
| 1. | I am i | the representative of: |
| | [| |
| | ("the | ·- Contractor") |
| | in the | e Office Bearer capacity of: |
| | [| |
| 2. | | Contractor has a contract with the [j. j. |
| | i i | oonbactor has a combact with the [|
| | ("the | .] e Contract") |
| 3. | l pers | sonally know the facts which I have set out in this declaration. |
| 4. | All en | nployees who have at any time been engaged by the Contractor for work done under the ract: |
| | a) | have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and |
| | b) | have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation, |
| | | the exception of the employees and respective amounts unpaid or not accrued for each oyee listed below: |
| | Empl | oyee: Amount unpaid or not accrued: |
| | | |
| | | |
| | | |
| | | 1 |
| 5. | | firm that the Contractor holds evidence that all persons who have performed any work in act of the Contract have been paid their entitlements under any award or legislation. |
| 6. | | : This clause 6 only applies where the Building and Construction Industry Security of nent Act 1999 (NSW) applies to the Contract.] Attached to and forming part of this |
| | declaration, as Annexure A, is a supporting statement for the purposes of section 13(7) of the Building and Construction Industry Security of Payment Act 1999 (NSW). | |
| | comp Amer | re the Contractor holds any retention money from a Subcontractor, the Contractor has blied with all requirements under the Building and Construction Industry Security of Payment adment (Retention Money Trust Account) Regulation 2015 (NSW), with the exception of the a listed below: |
| | [| |

| 7. | The following subcontractors or suppliers have provided services and/or materials in respect of this Contract: | |
|-----|---|---|
| | | |
| | | |
| | | |
| 8. | In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this declaration except for the amounts listed in 5 above. | |
| 9. | The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor. | |
| 10. | The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration): | |
| | (a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and | |
| | (b) that all their employees, subcontractors, and employees of their subcontractors, as at the date of the making of such a declaration: | |
| | i) have been paid all remuneration and benefits due and payable to them by; or ii) had accrued to their account all benefits to which they are entitled from; | |
| | the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any work under the Contract, and | |
| | (c) of details of any amounts due and payable or benefits due to be received or accrued described in 10(b) above which have not been paid, received or accrued, | |
| | except for the following subcontractors to the Contractor who have failed to provide such a declaration: | insert names and addresses |
| | Subcontractor: Due amount unpaid: | of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or |
| | | otherwise due to each of them by the Contractor in respect of this claim |
| | | |
| | | |
| 11. | Where a subcontractor to the Contractor has provided a declaration as in 10 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows: | insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them. |
| | Employee, subcontractor or supplier: Amount unpaid or not accrued: | acorded to trielli. |
| | | |
| | | |
| | | |
| | | |
| 12. | In relation to the declaration provided by each subcontractor to the Contractor, I am not aware | |

| | of anything to the contrary of what is contained therein, and on the basis of the contents of those declarations, I believe that information to be true. | |
|---------|--|--|
| 13. | I personally know the truth of the matters which are contained in this declaration. | |
| 14. | I am not aware of anything which would contradict the statements made in the declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration. | |
| on who | name], being the Contractor, a director of the Contractor or a person authorised by the Contractor ose behalf this declaration is made, hereby declare that I am in a position to know the truth of the sthat are contained in this declaration. | |
| Signati | ure: Date: [| |
| Full na | me: Position/Title: | |
| | | |
| | | |