

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

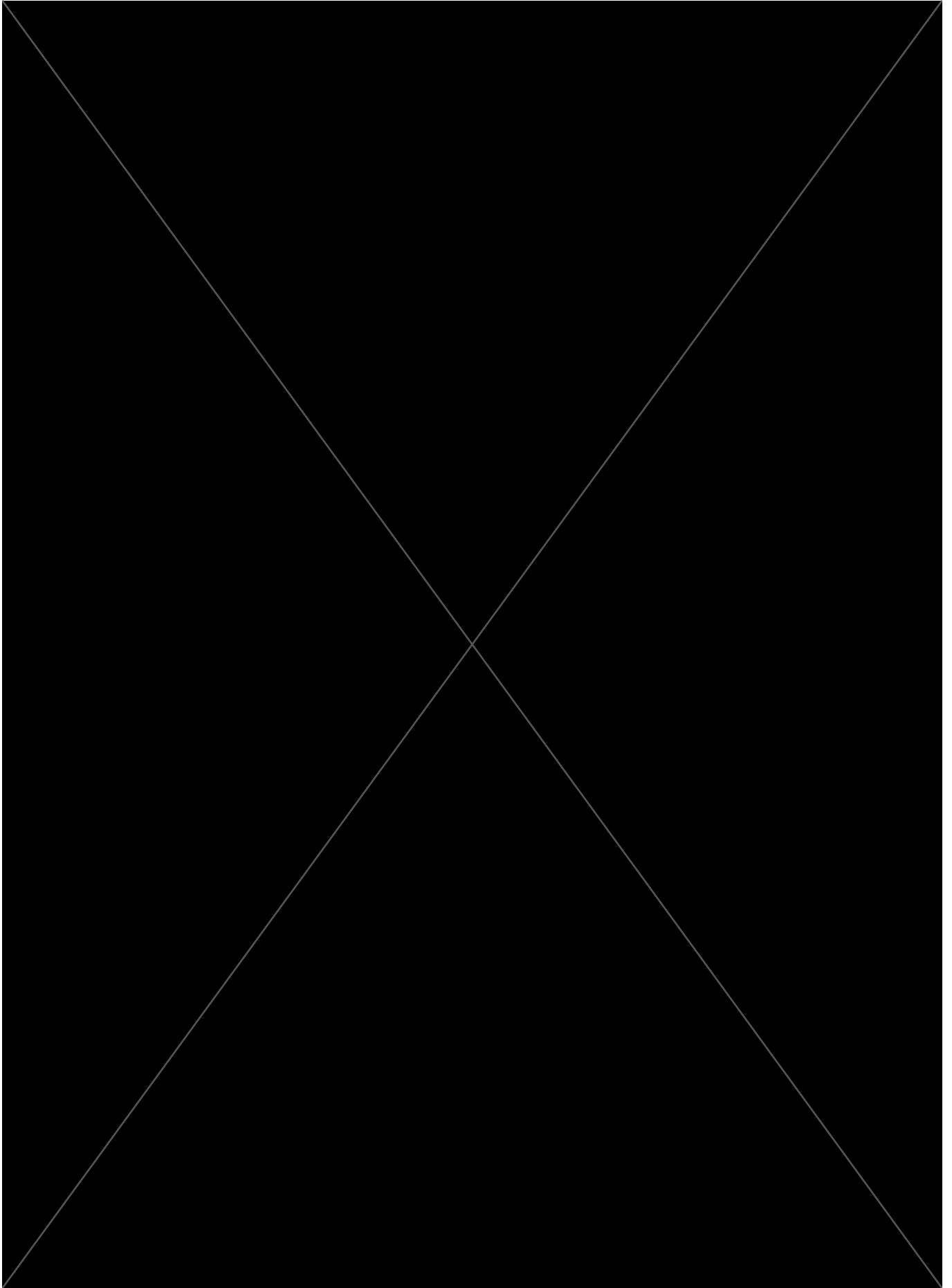
SUMMARY

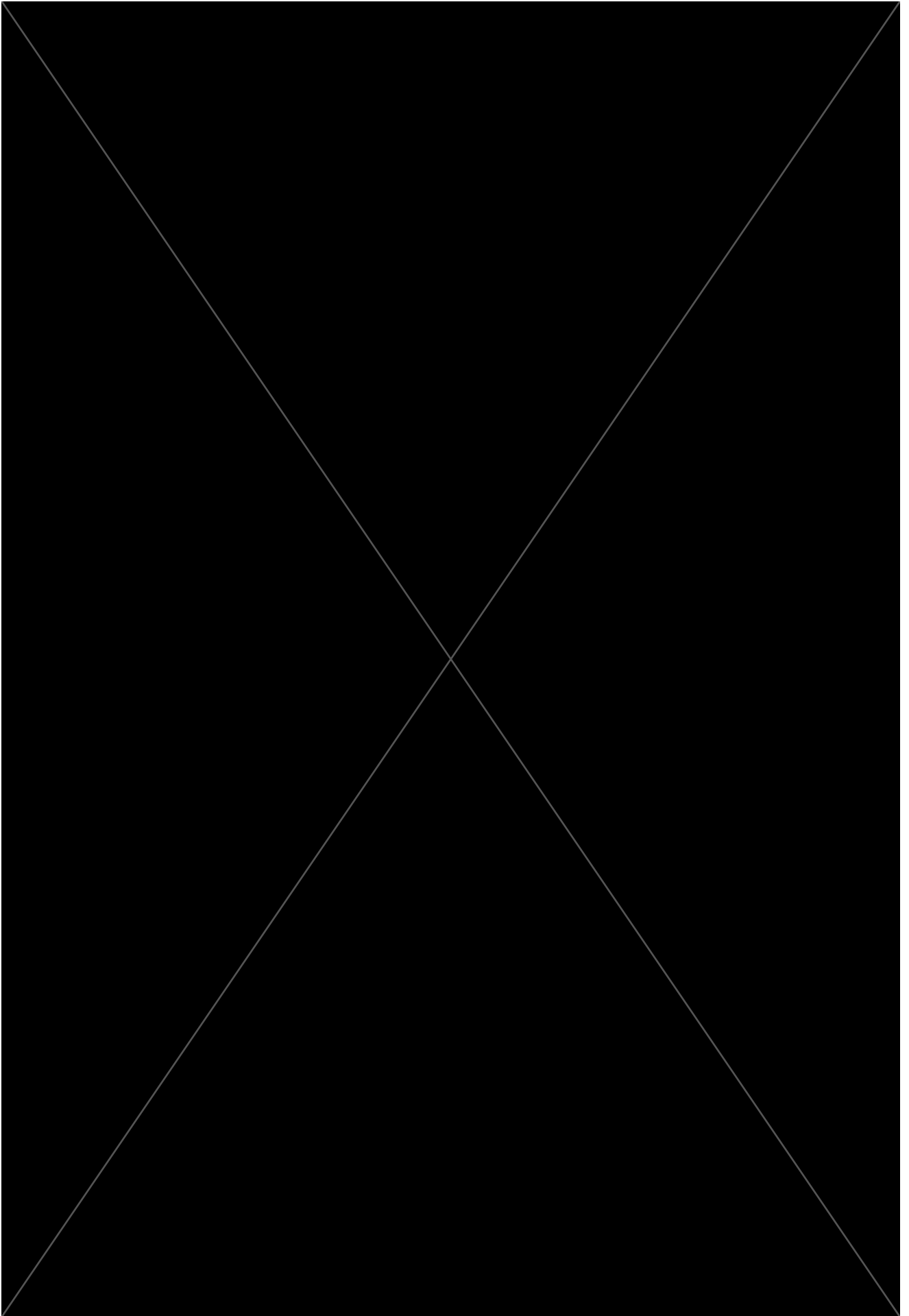
1. This Change Request will amend the following parts of the Customer Contract (including the PIPP):
 - (a) **General Order Form - Item 10 - Contract Period**

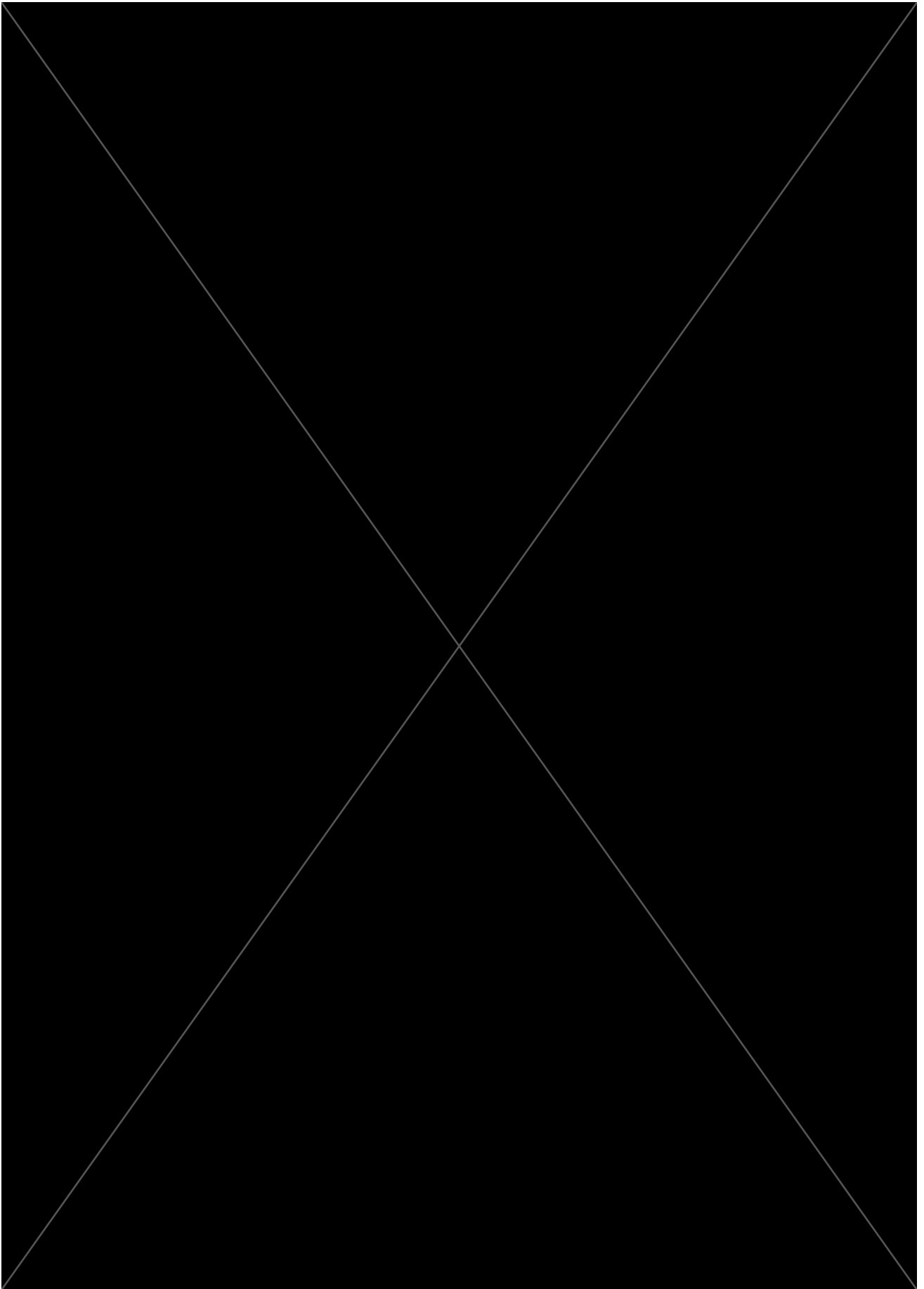
Revisions to the mechanism to extend the Contract Period.
 - (b) **Schedule 2 - Annexure A - Additional Conditions - clause 1.12:**

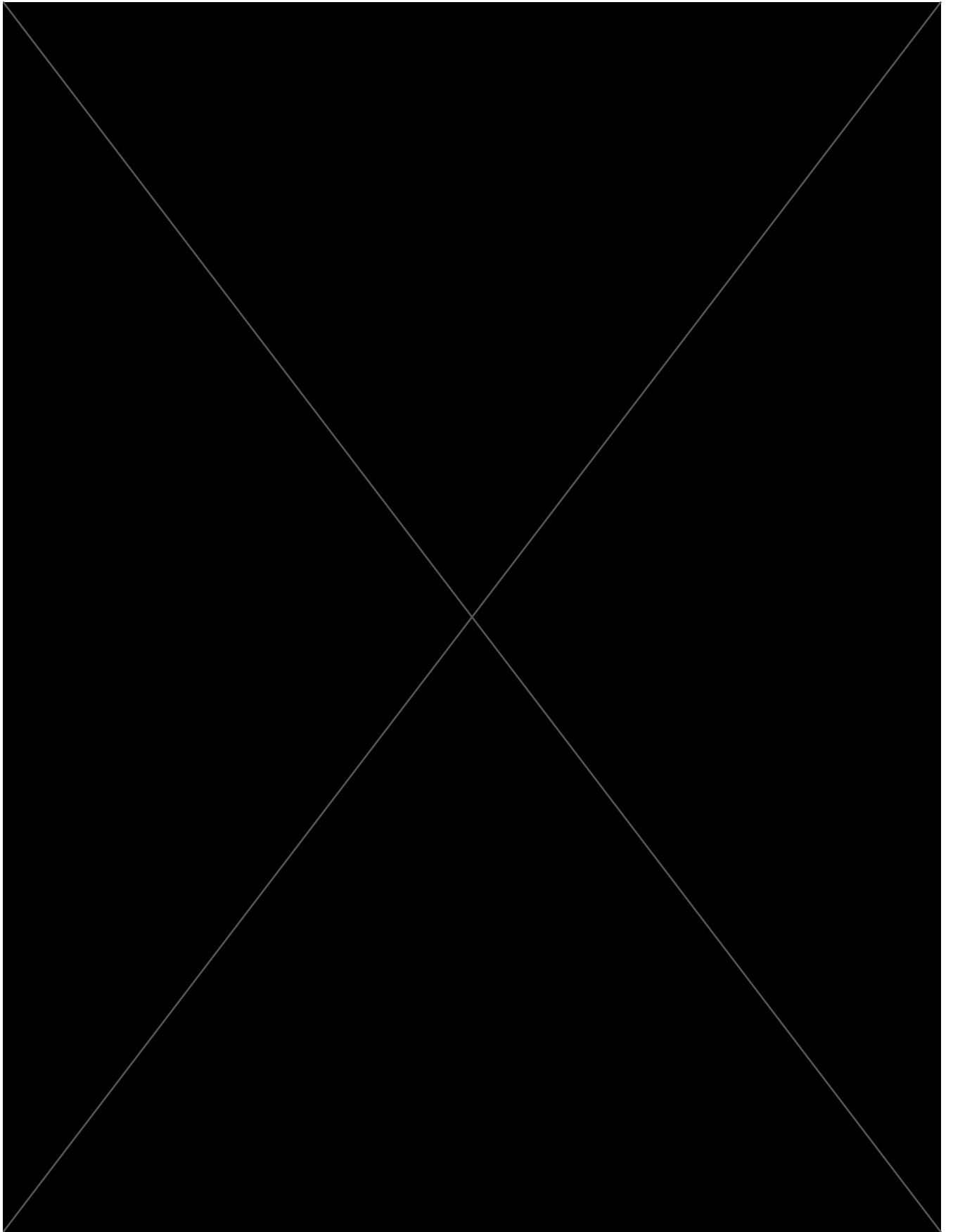
The addition of warranties in relation to payments made in advance.
 - (c) **Schedule 2 - Annexure A - Additional Conditions - Appendix 1B:**

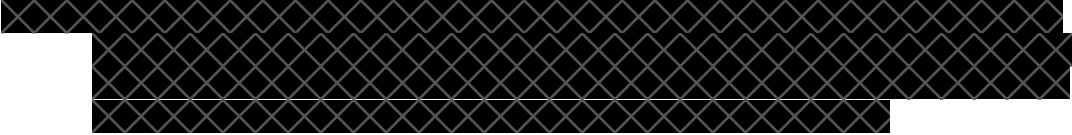
The form of statutory declaration set out in Appendix 1B to the Customer Contract is removed and replaced with the form of declaration set out in Schedule 2.











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

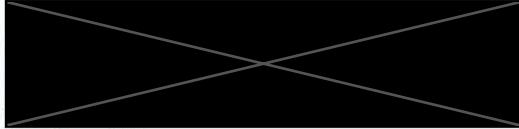
30. Once this Change Request is signed by both Parties, the Customer Contract is updated by this Change Request and any provisions of the Customer Contract that conflict with this Change Request are superseded.

SIGNED AS AN AGREEMENT

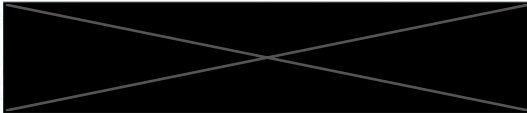
Signed for and on behalf of

Sydney Trains (ABN 38 284 779 682)

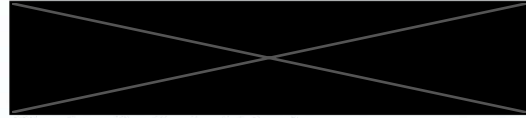
by its authorised delegate in the presence of:



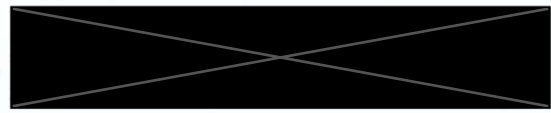
Signature of witness



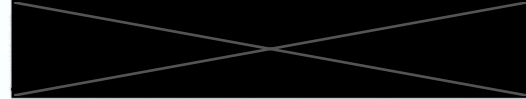
Full name of witness



Signature of authorised delegate



Full name of authorised delegate

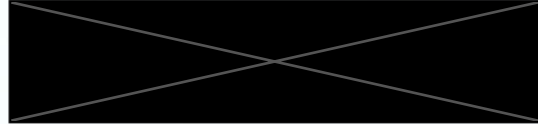


Date

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)



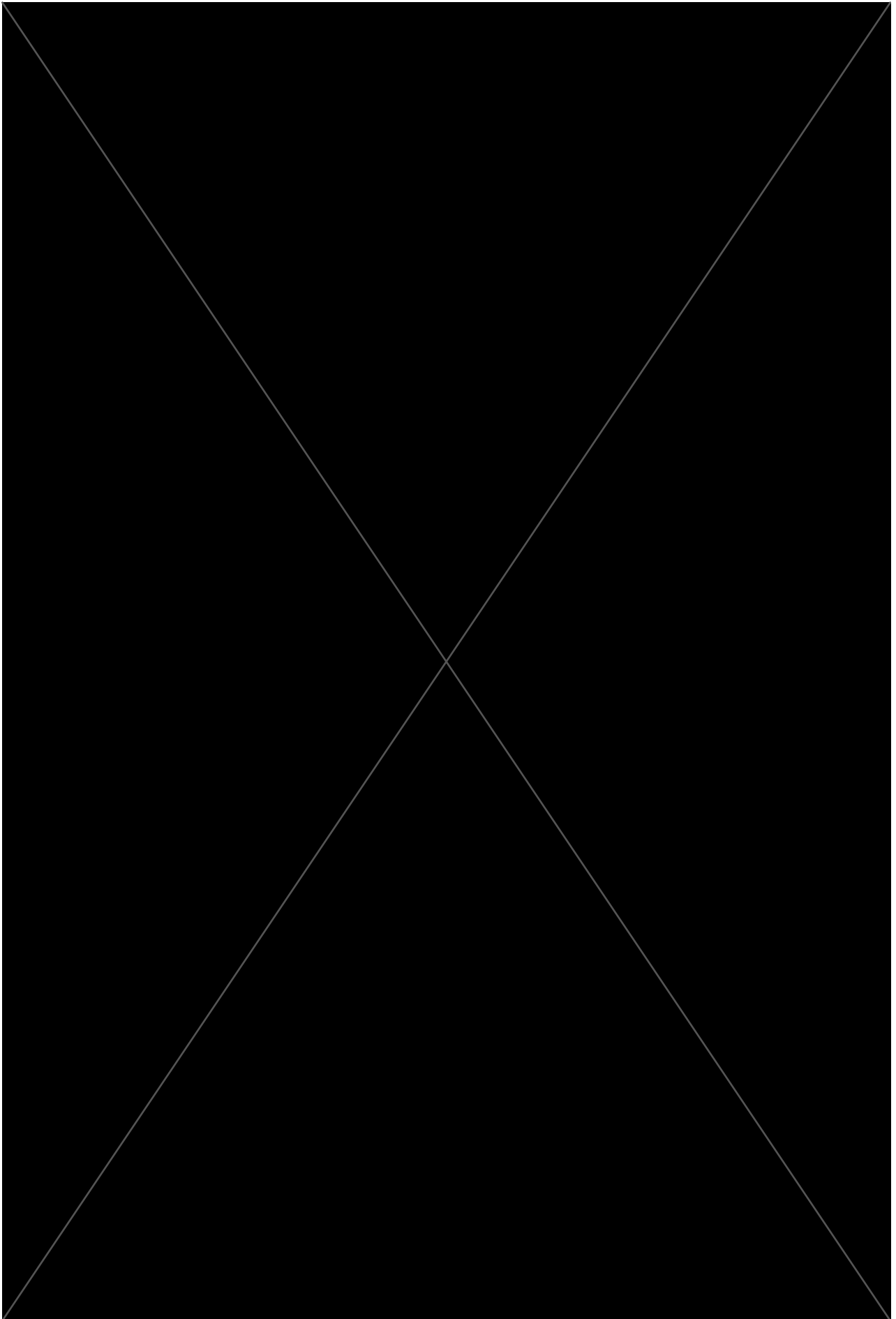
Signature of sole director

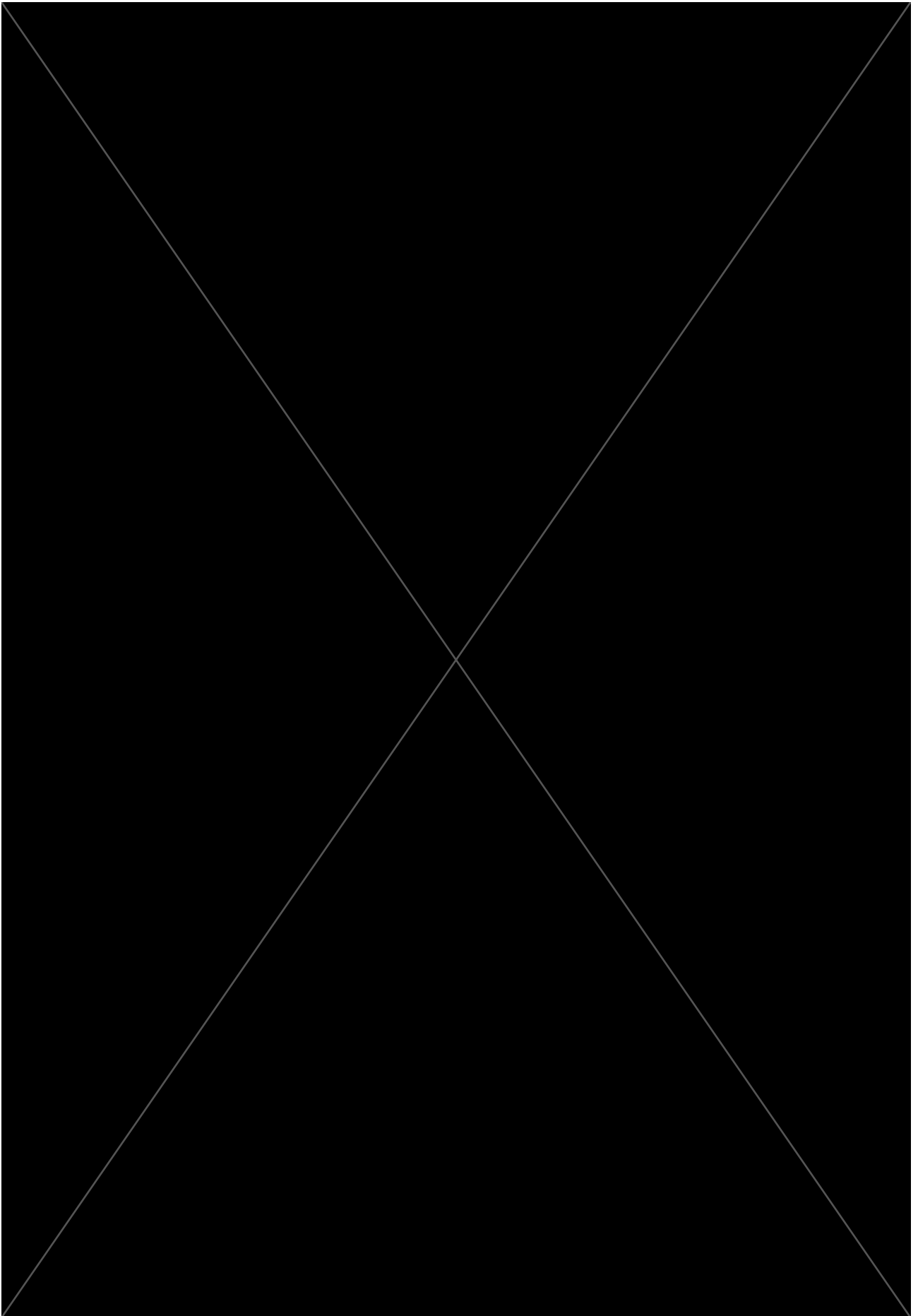


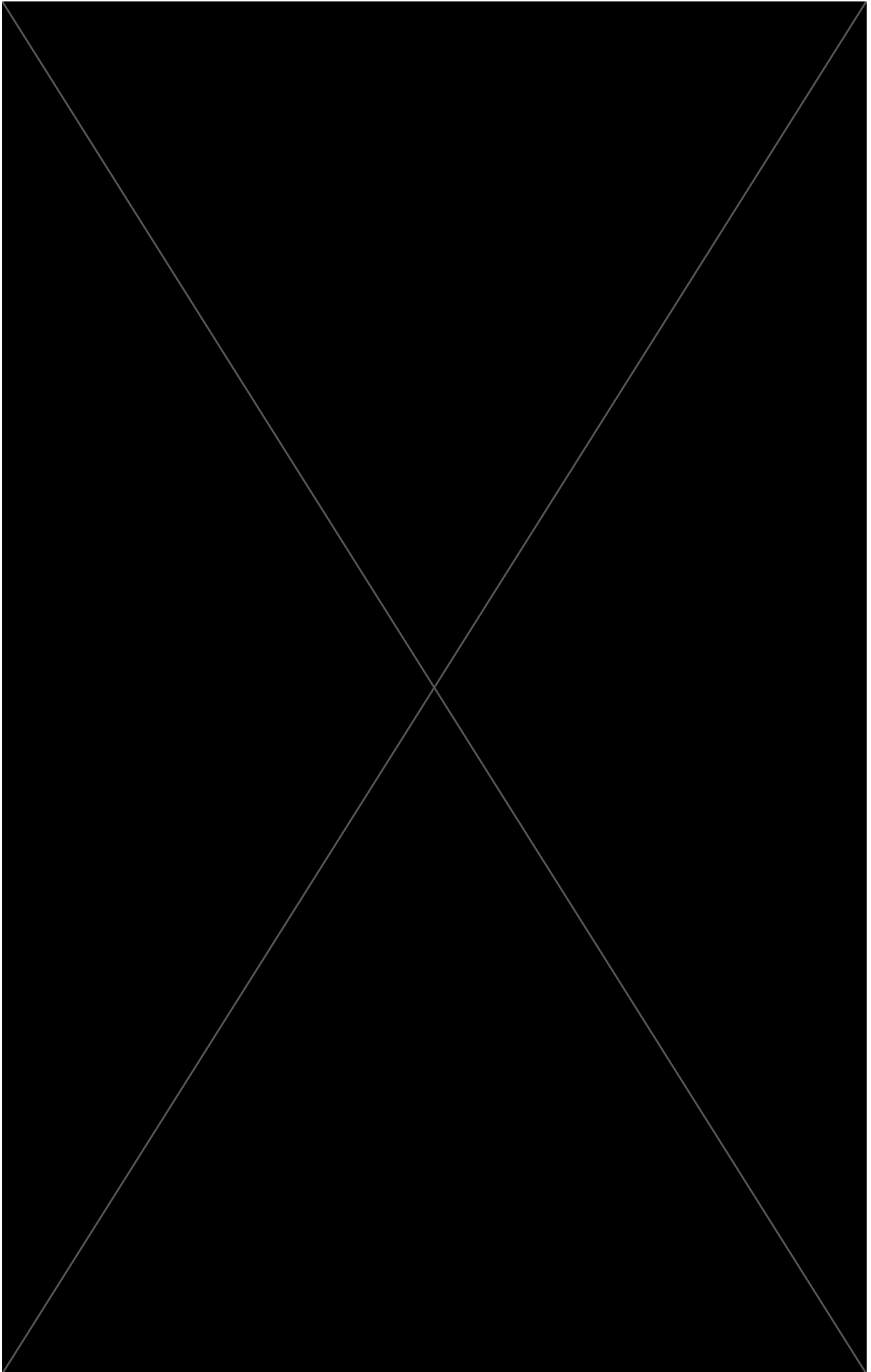
Print name

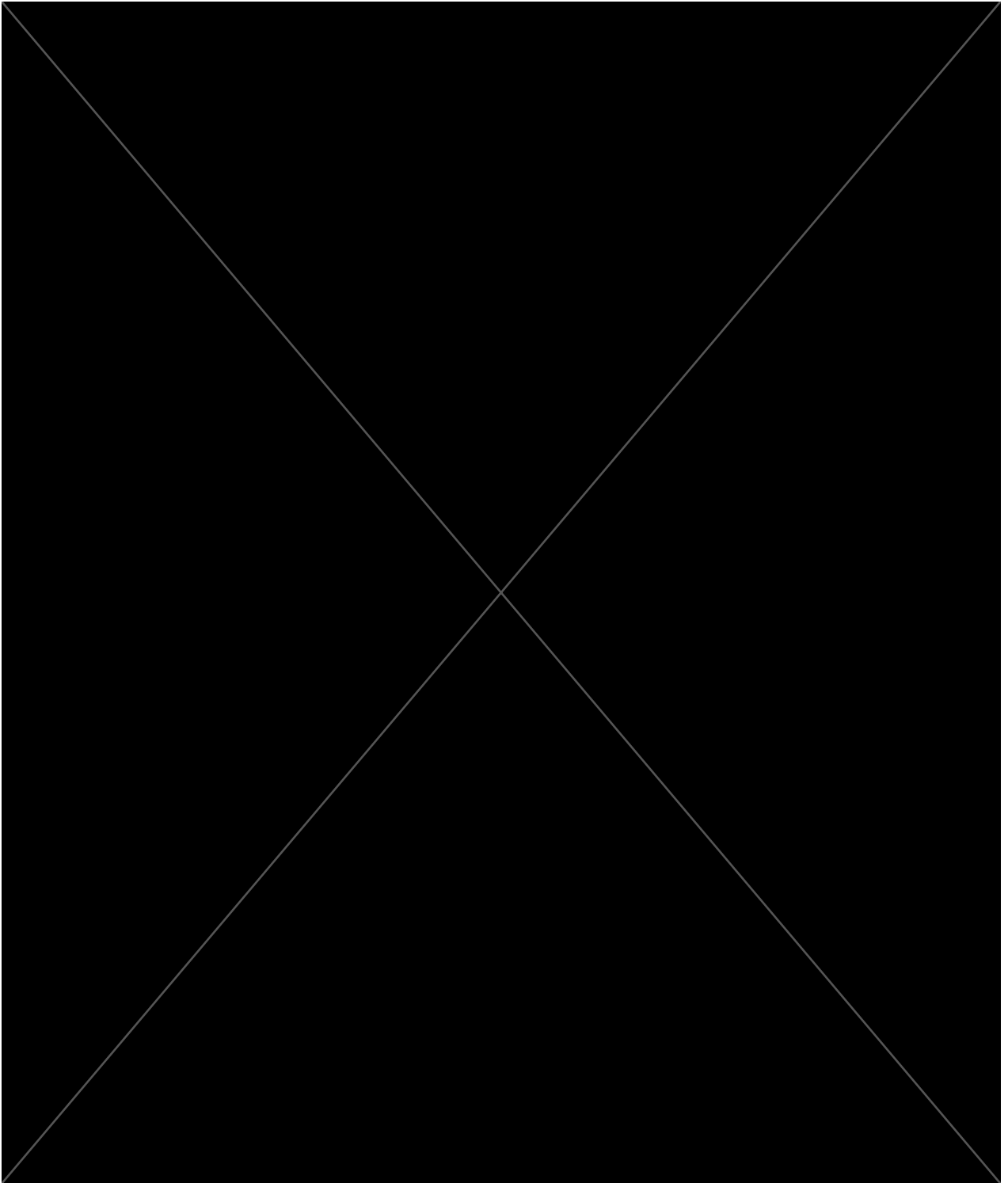


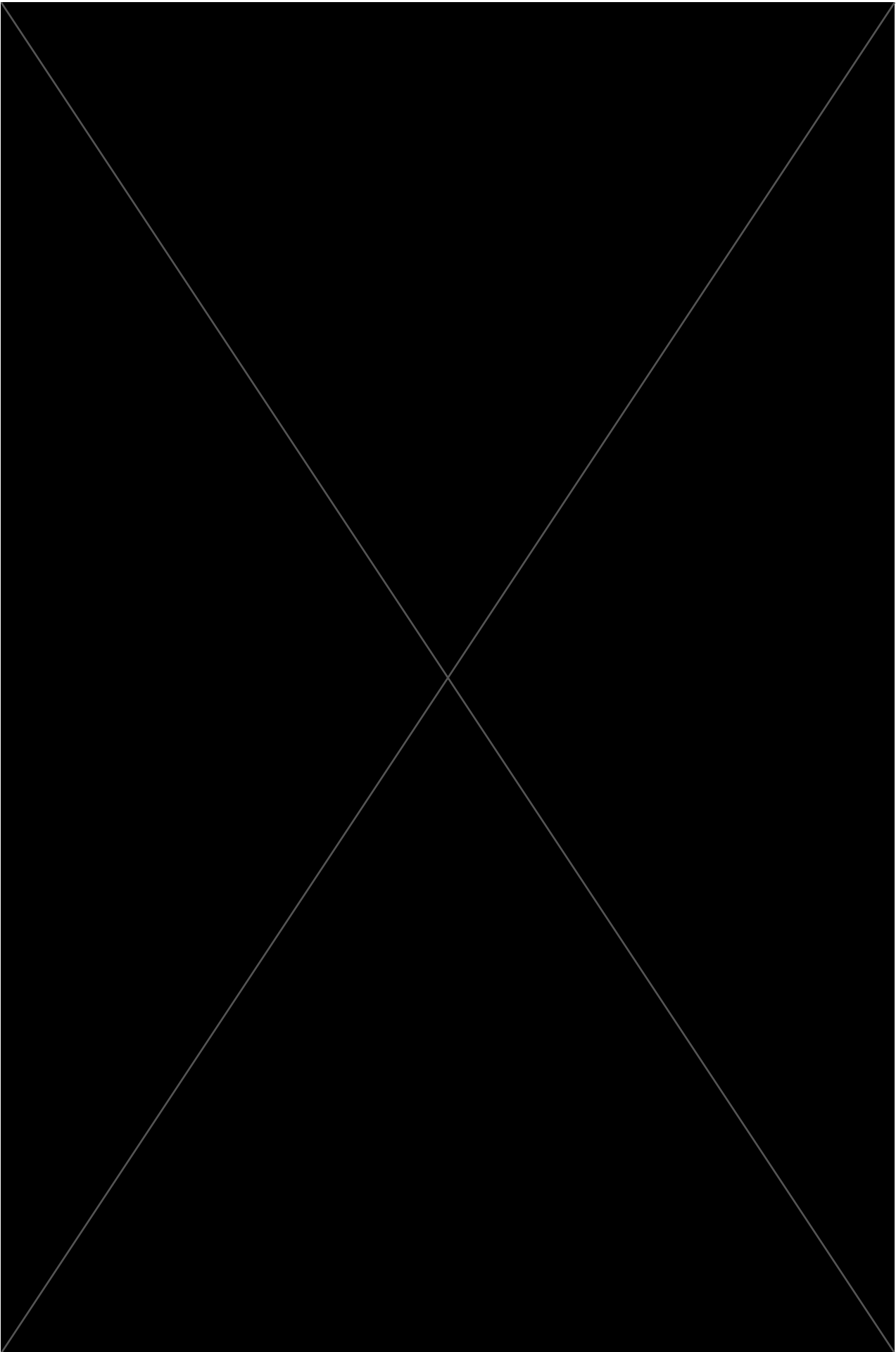
Date

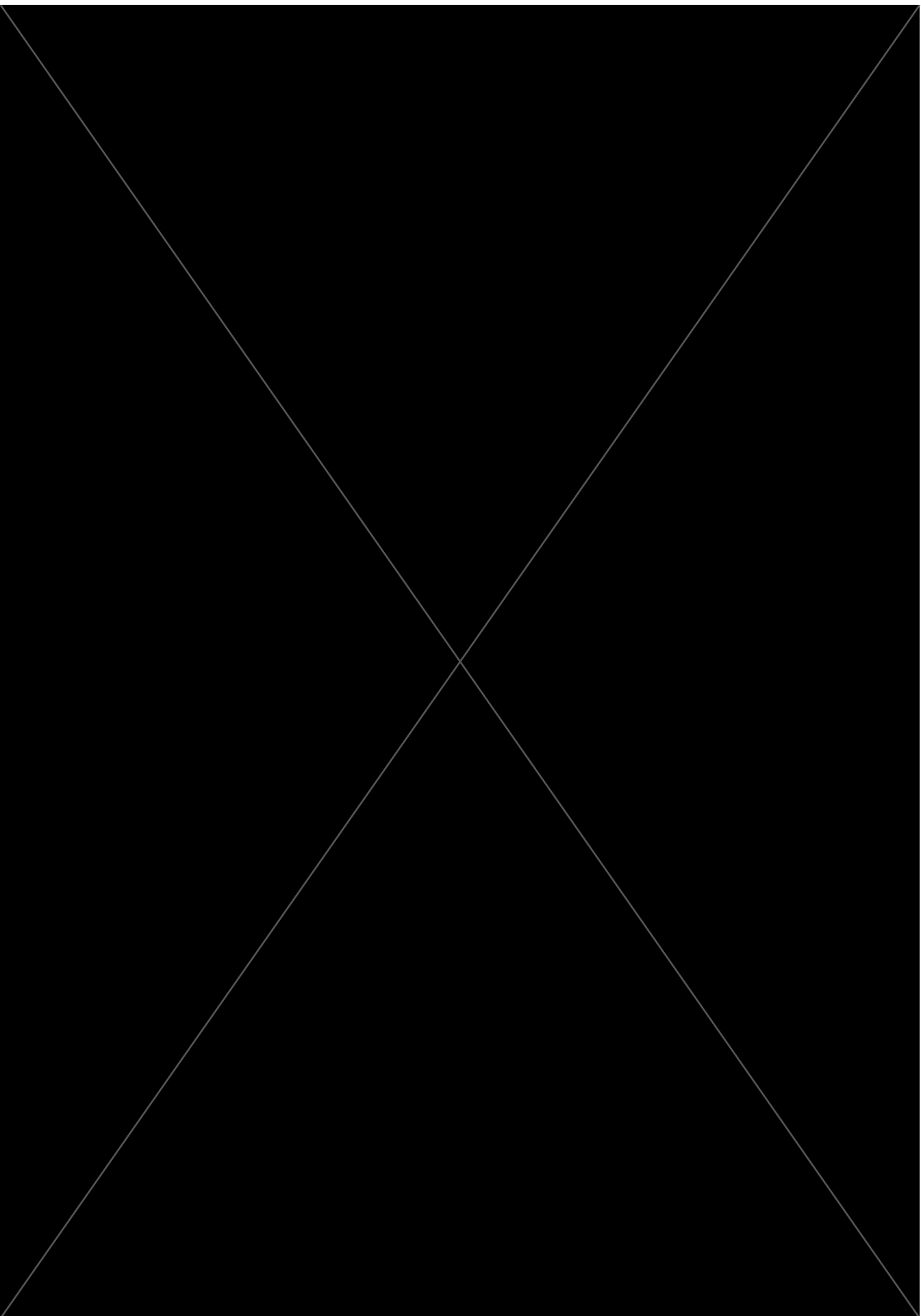


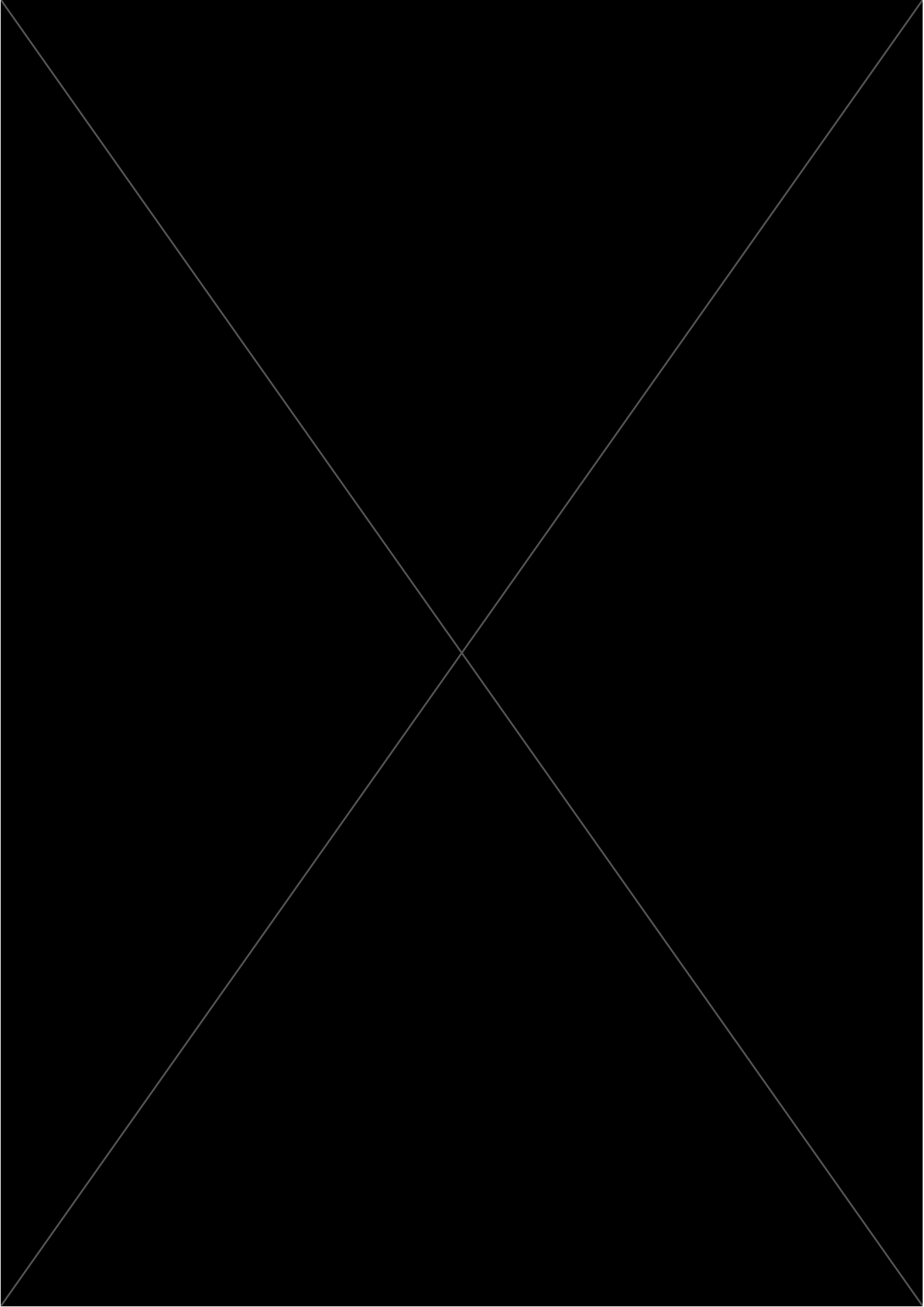


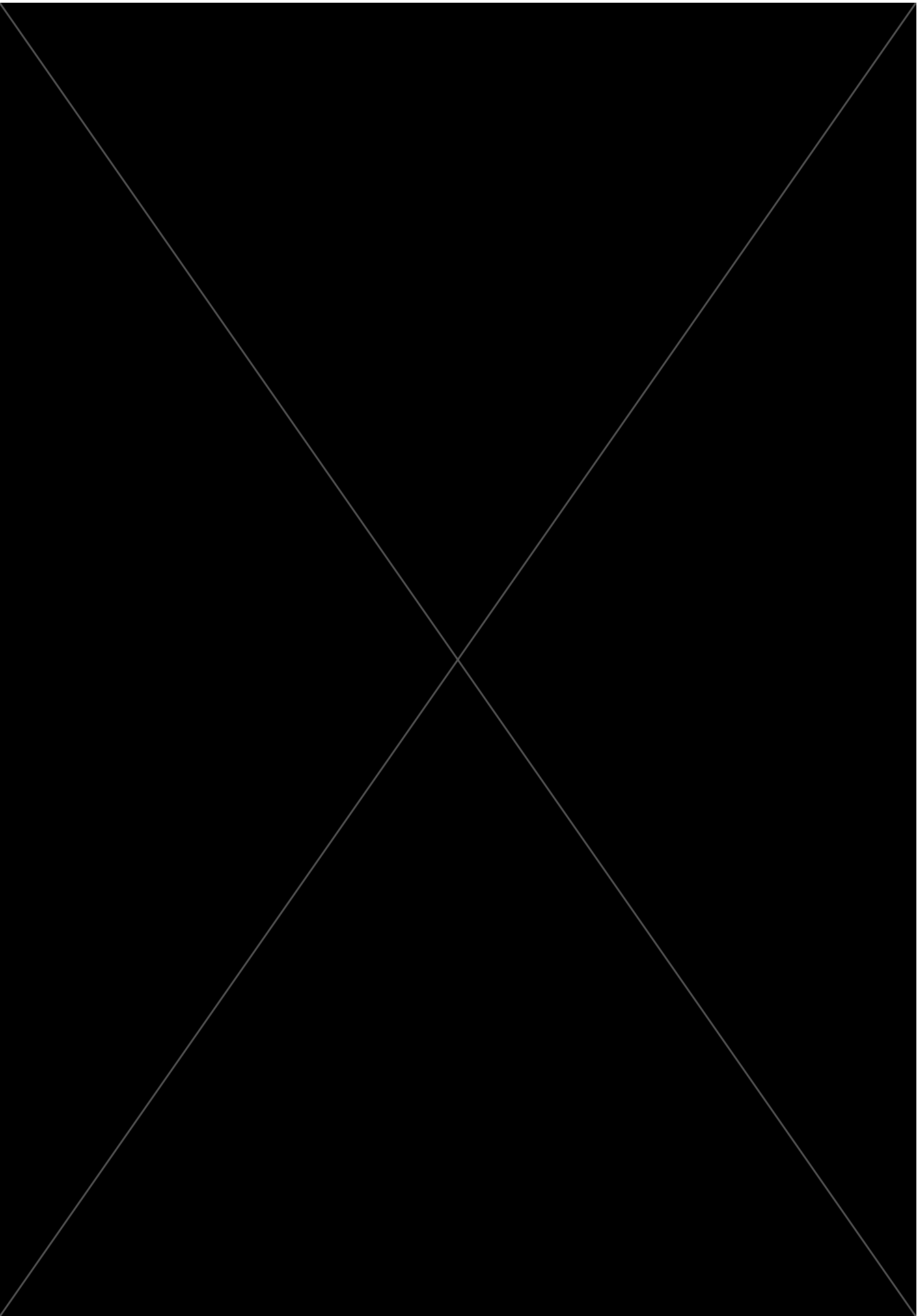


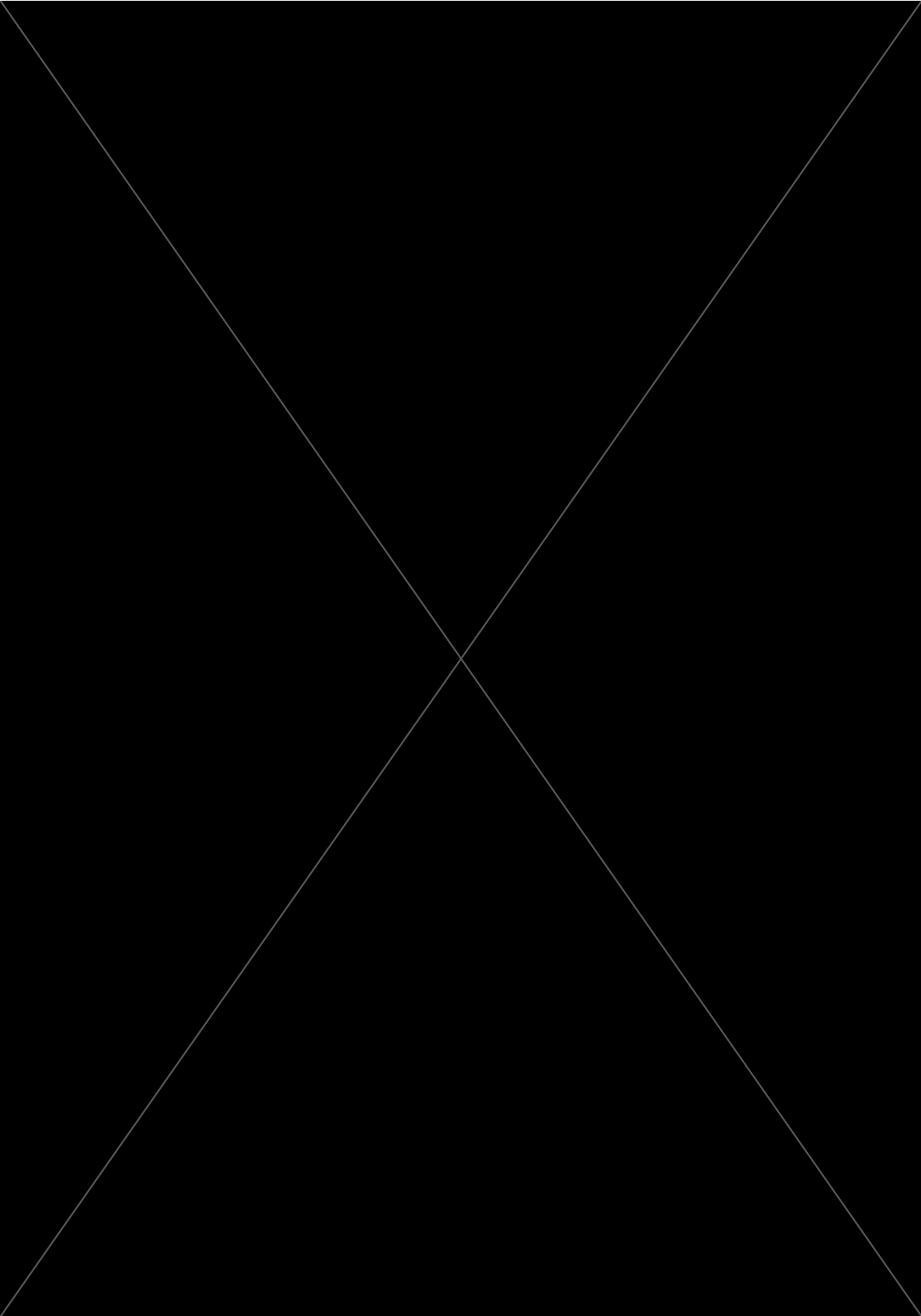


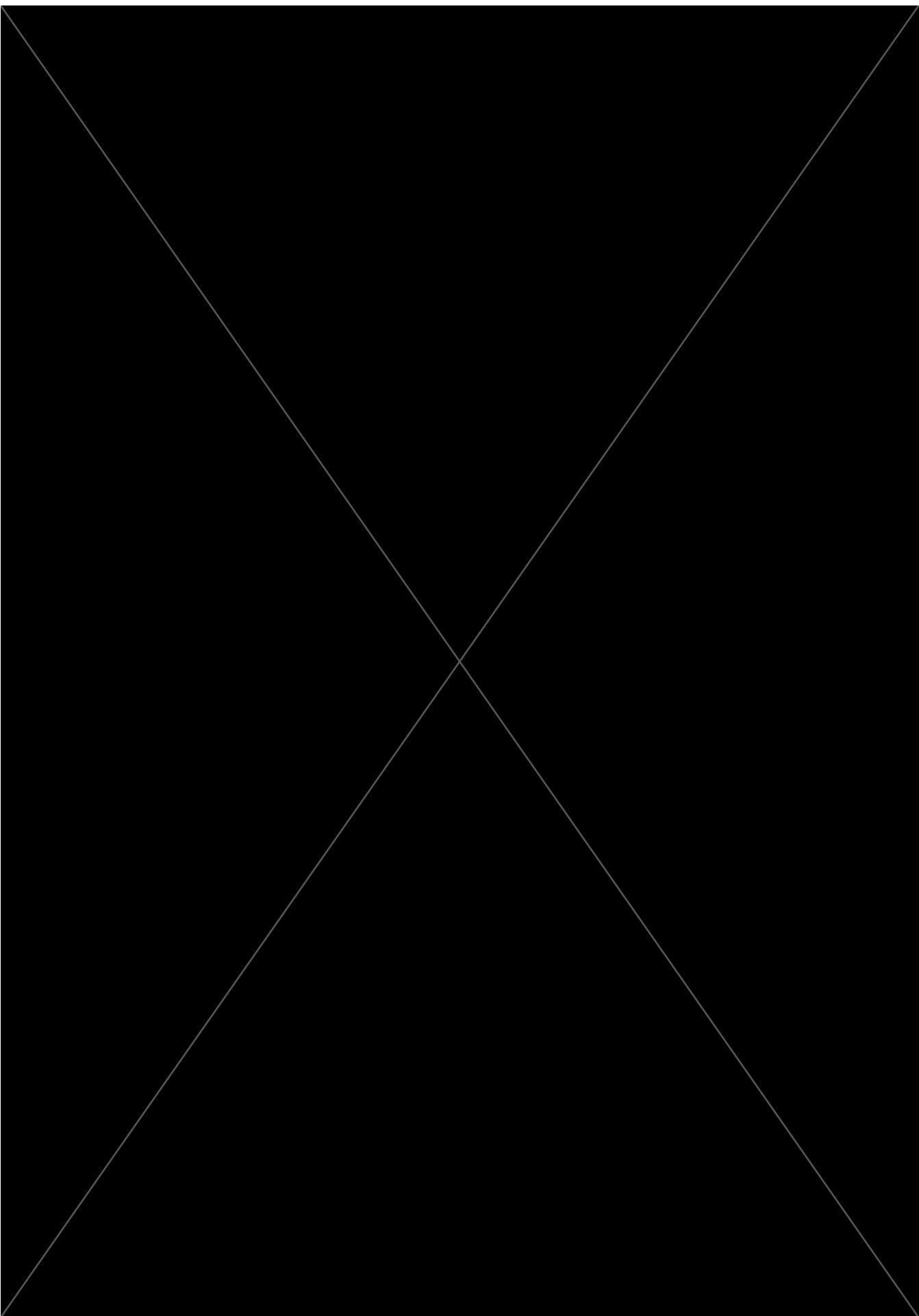


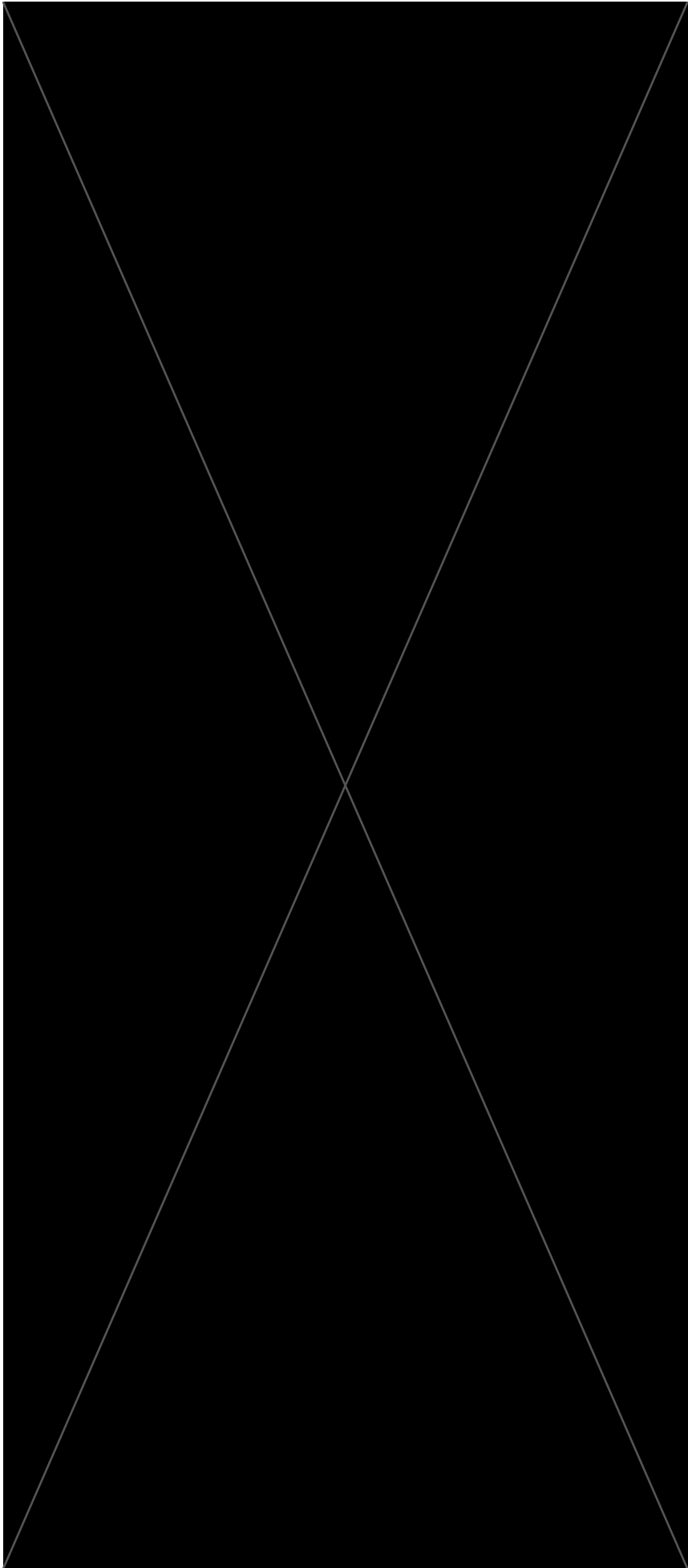


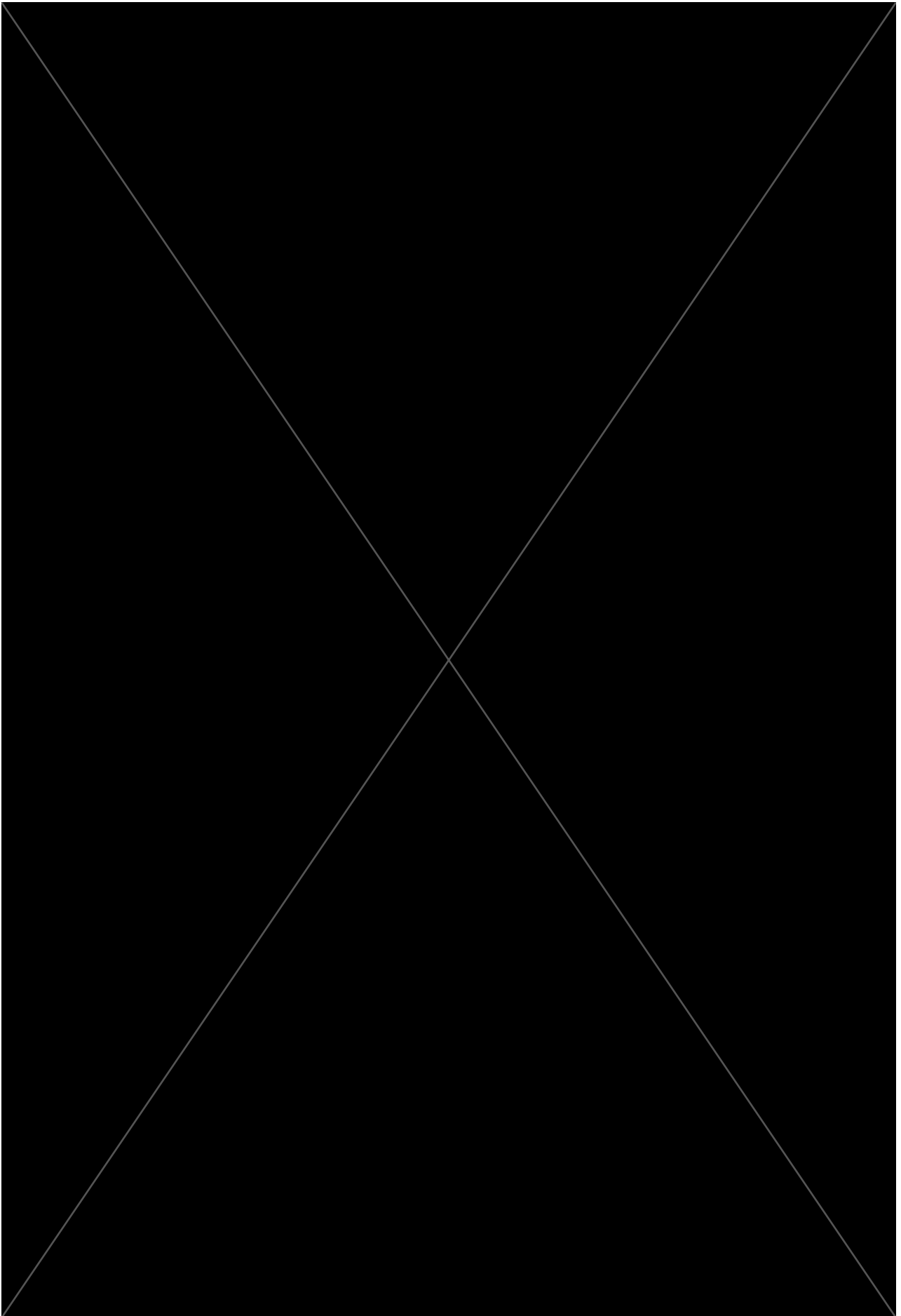


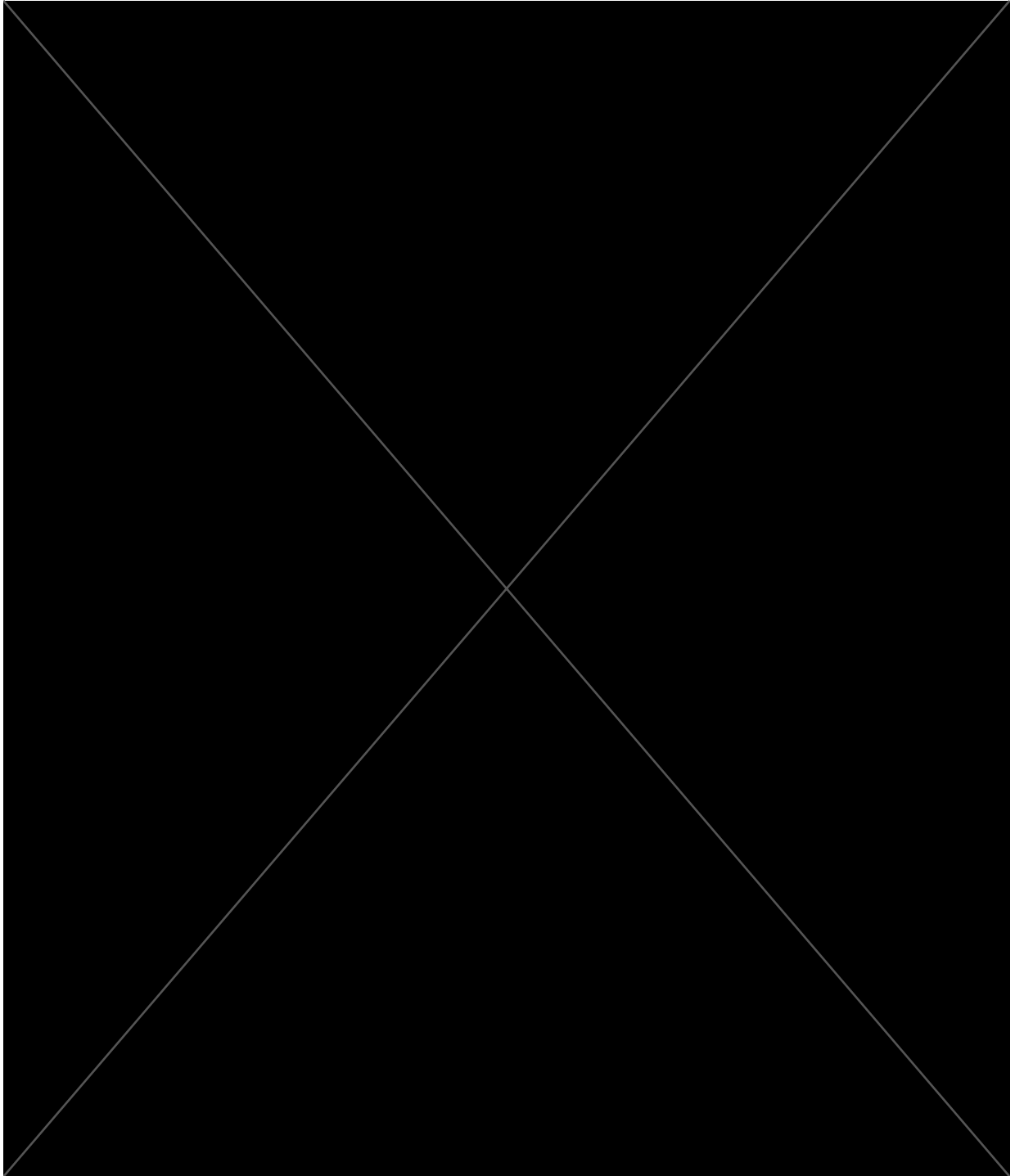


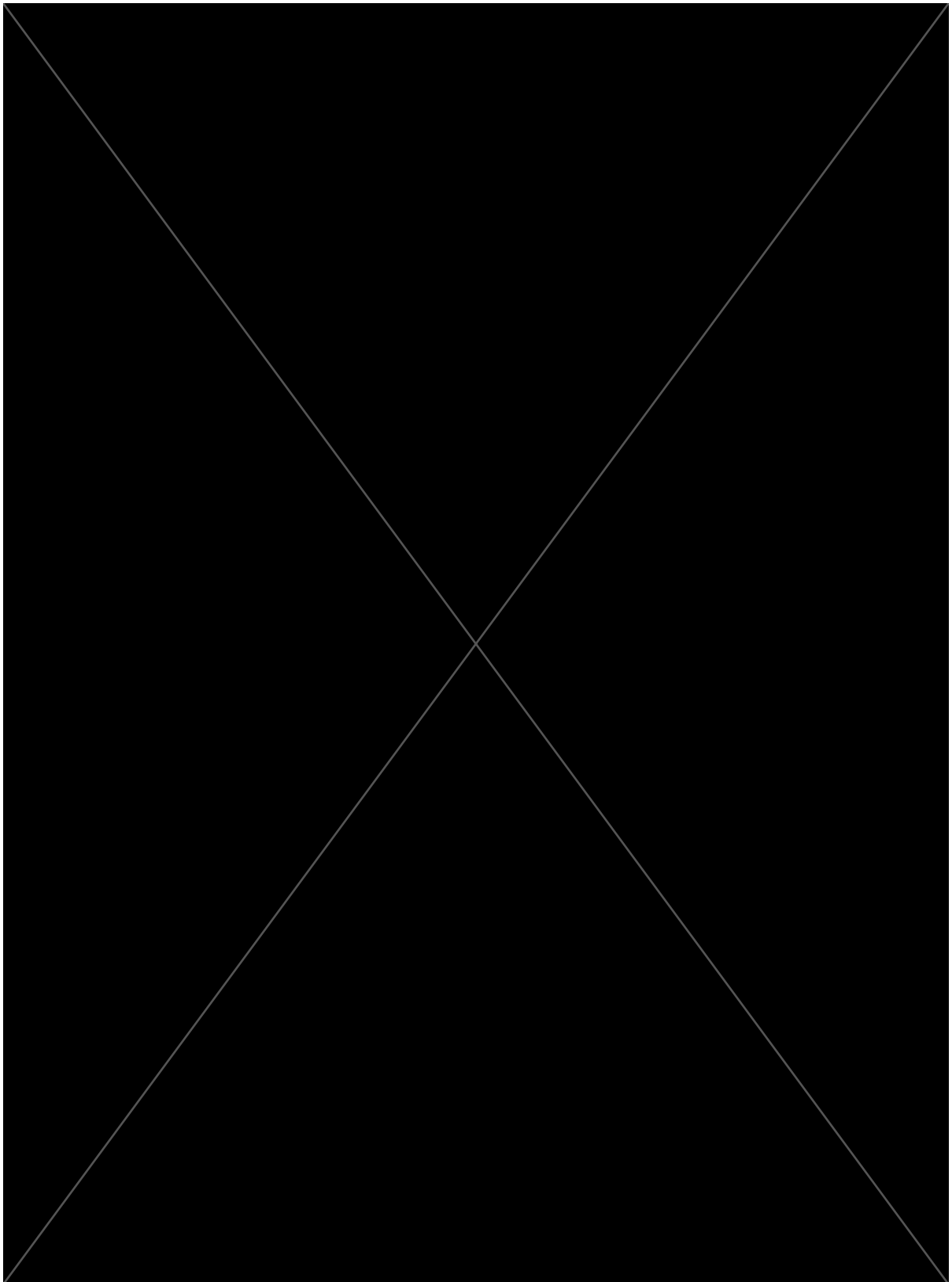


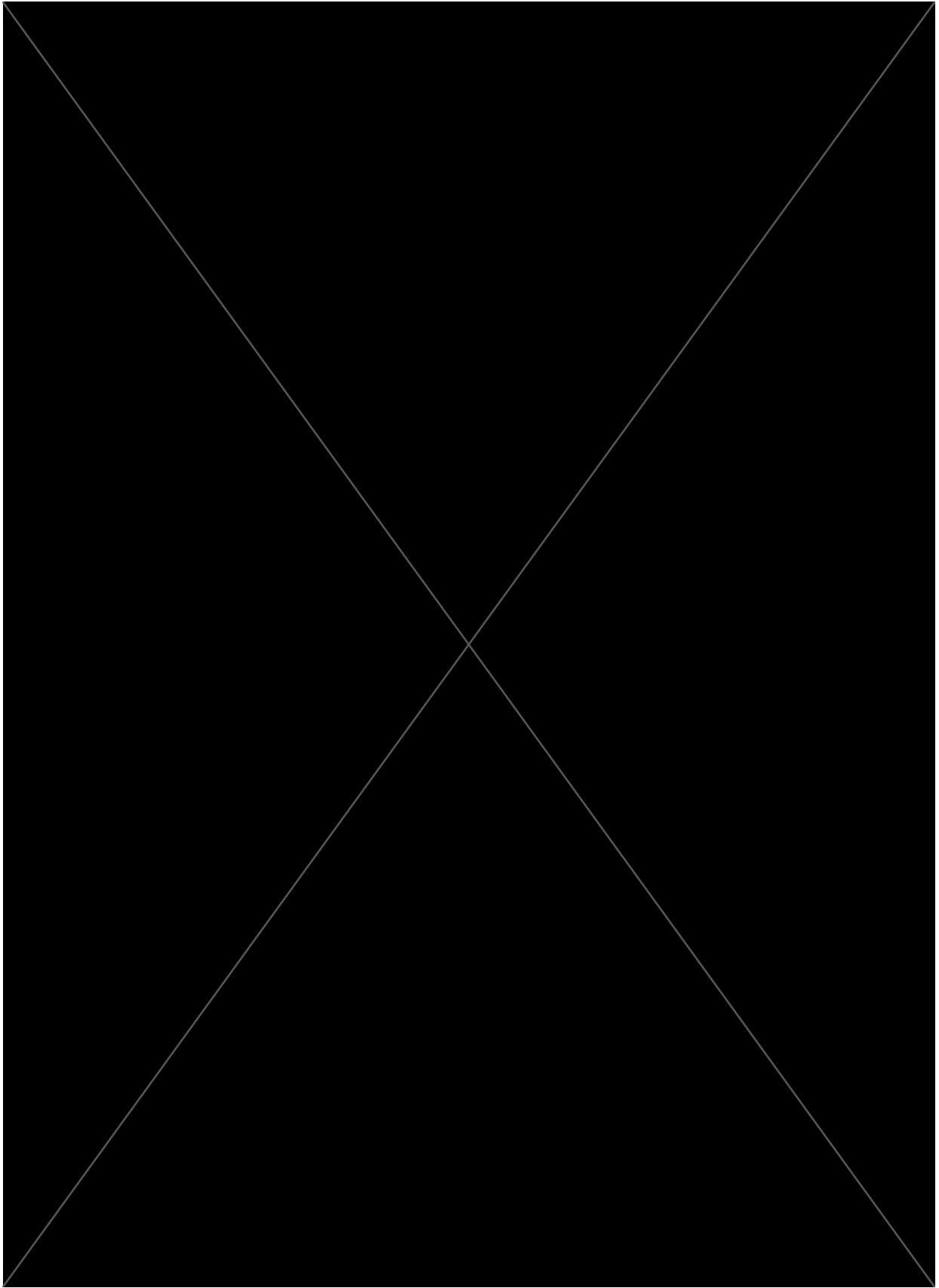


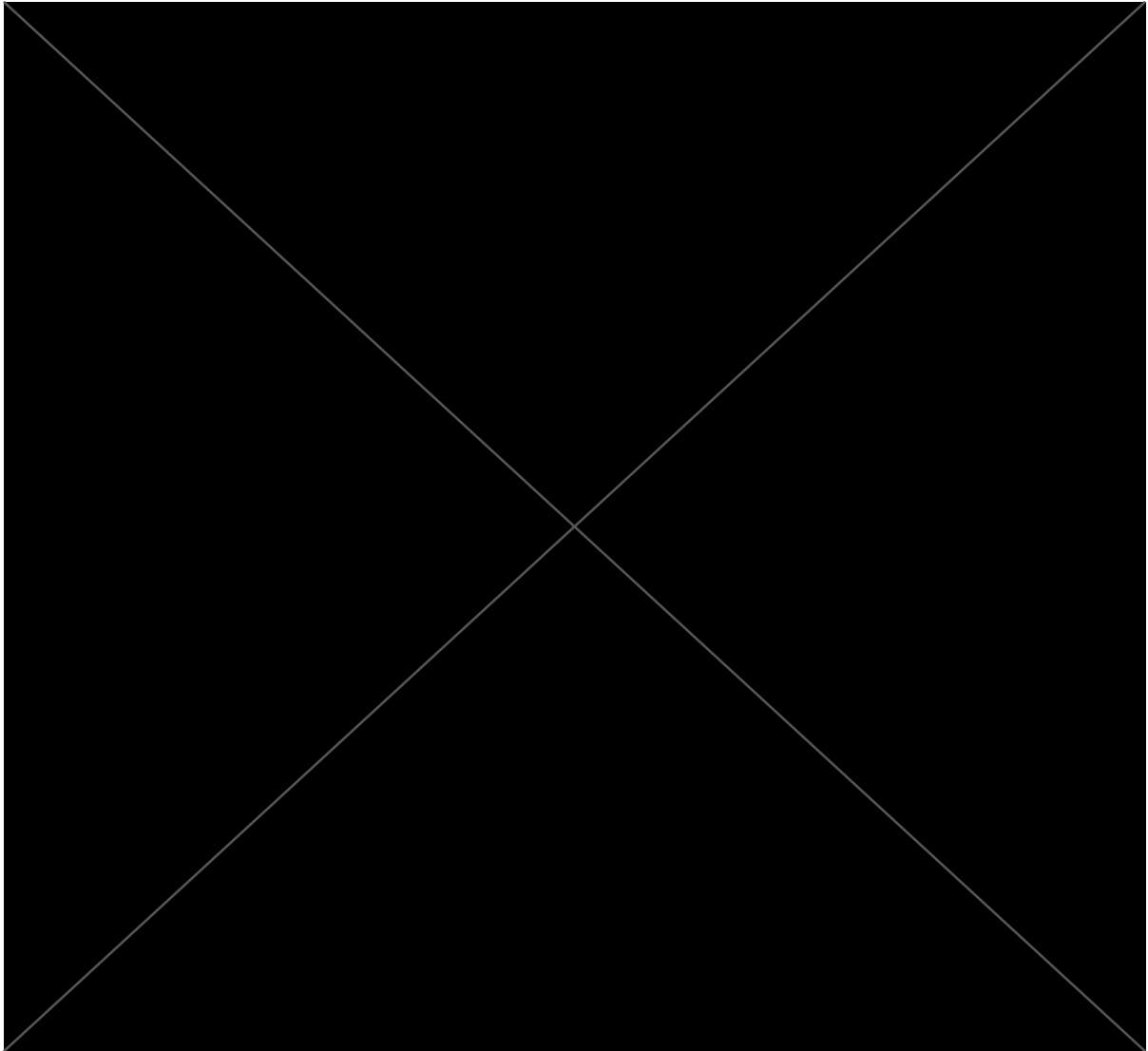


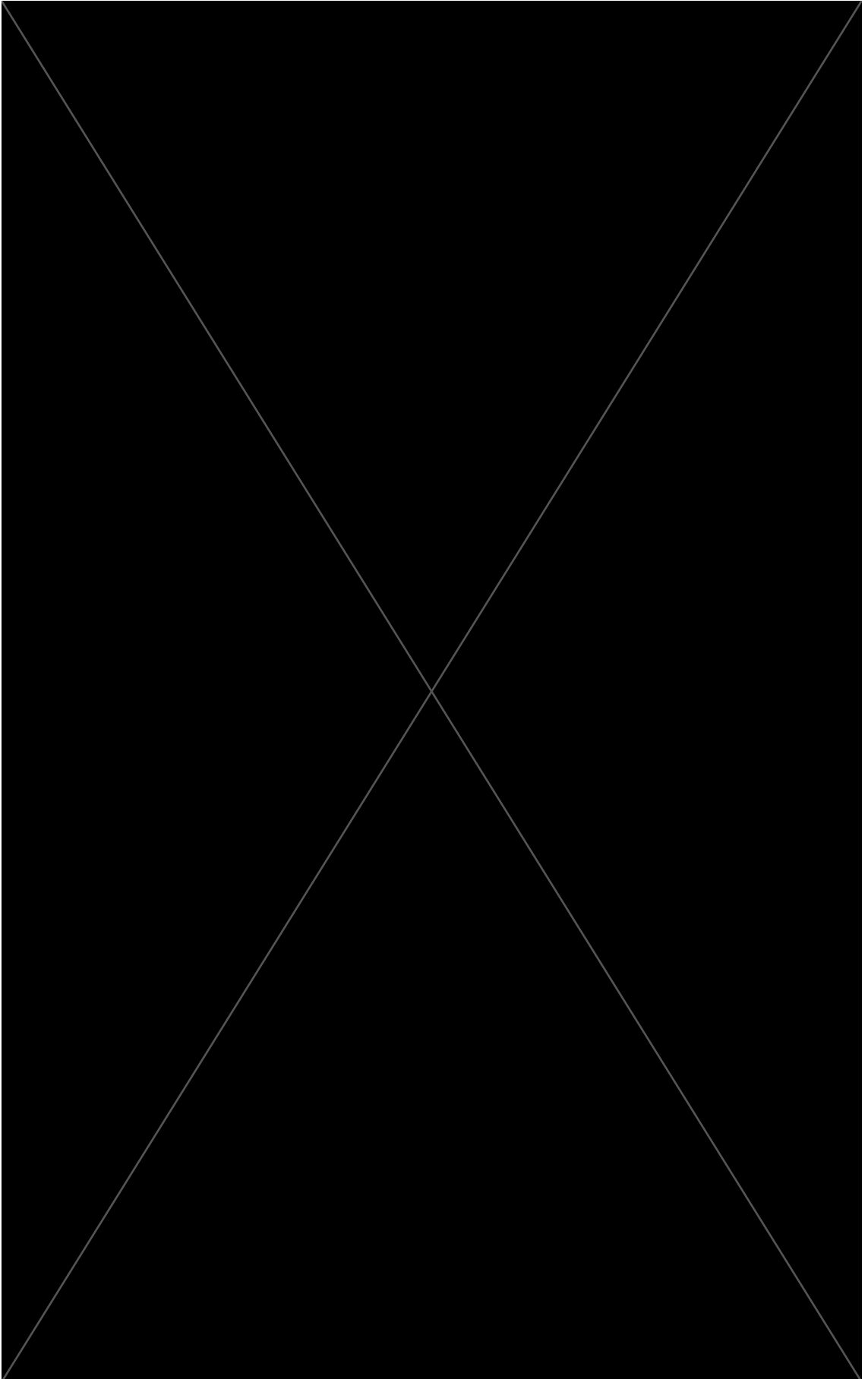


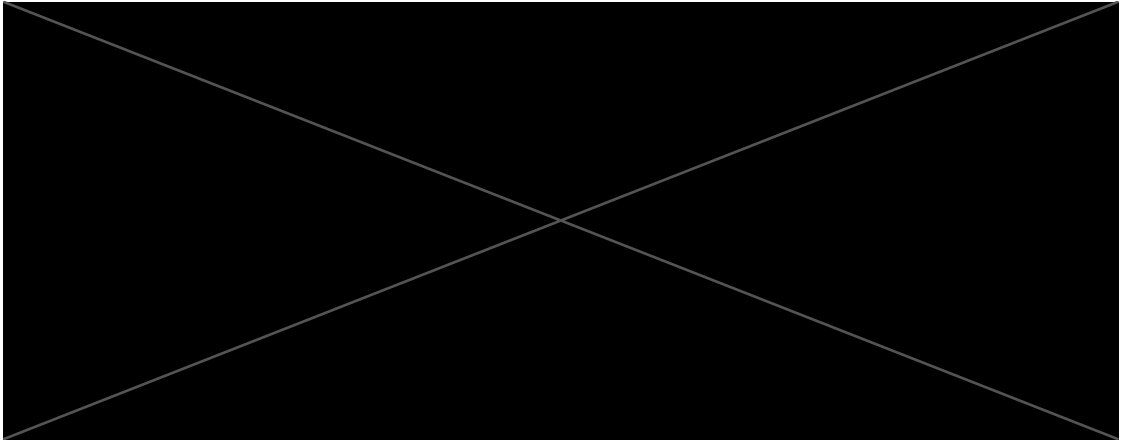


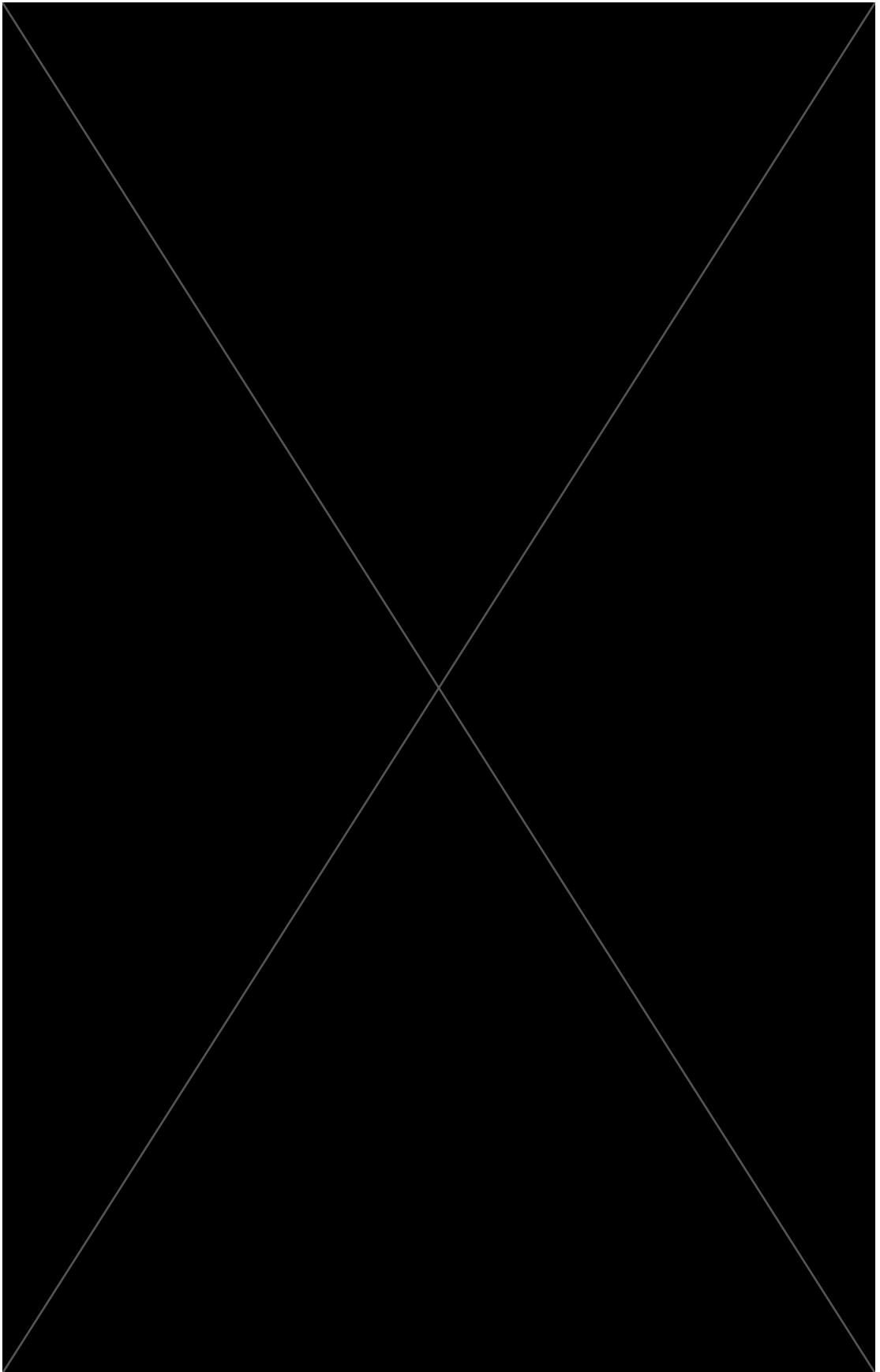


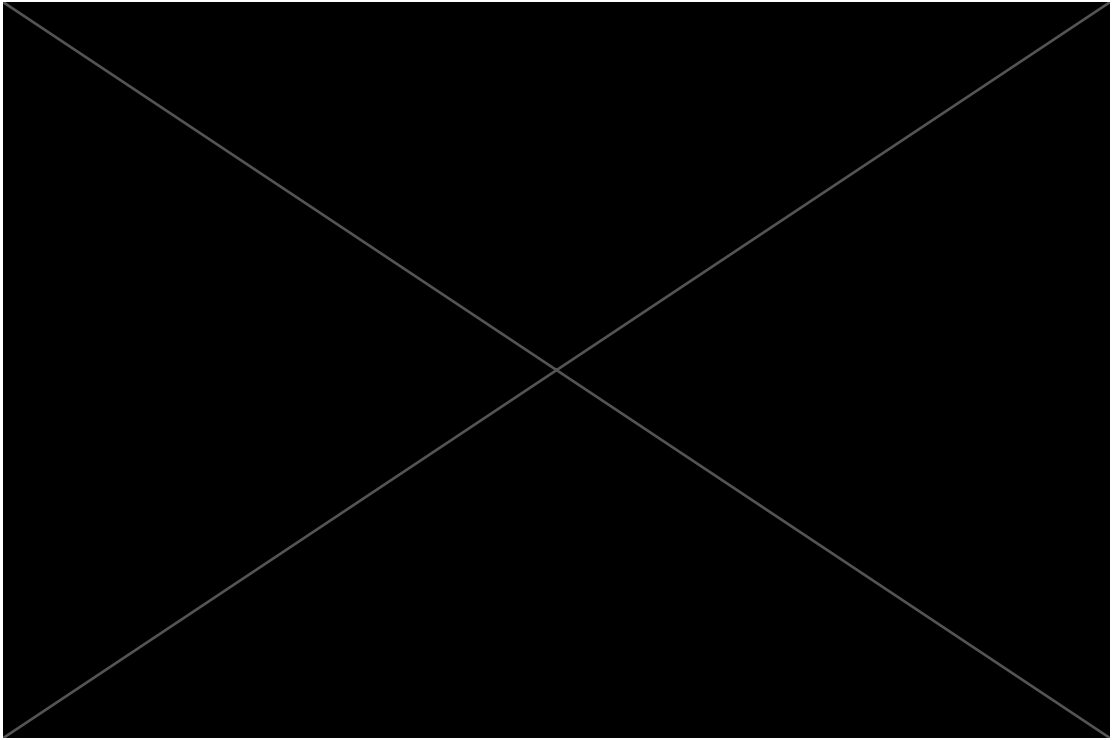


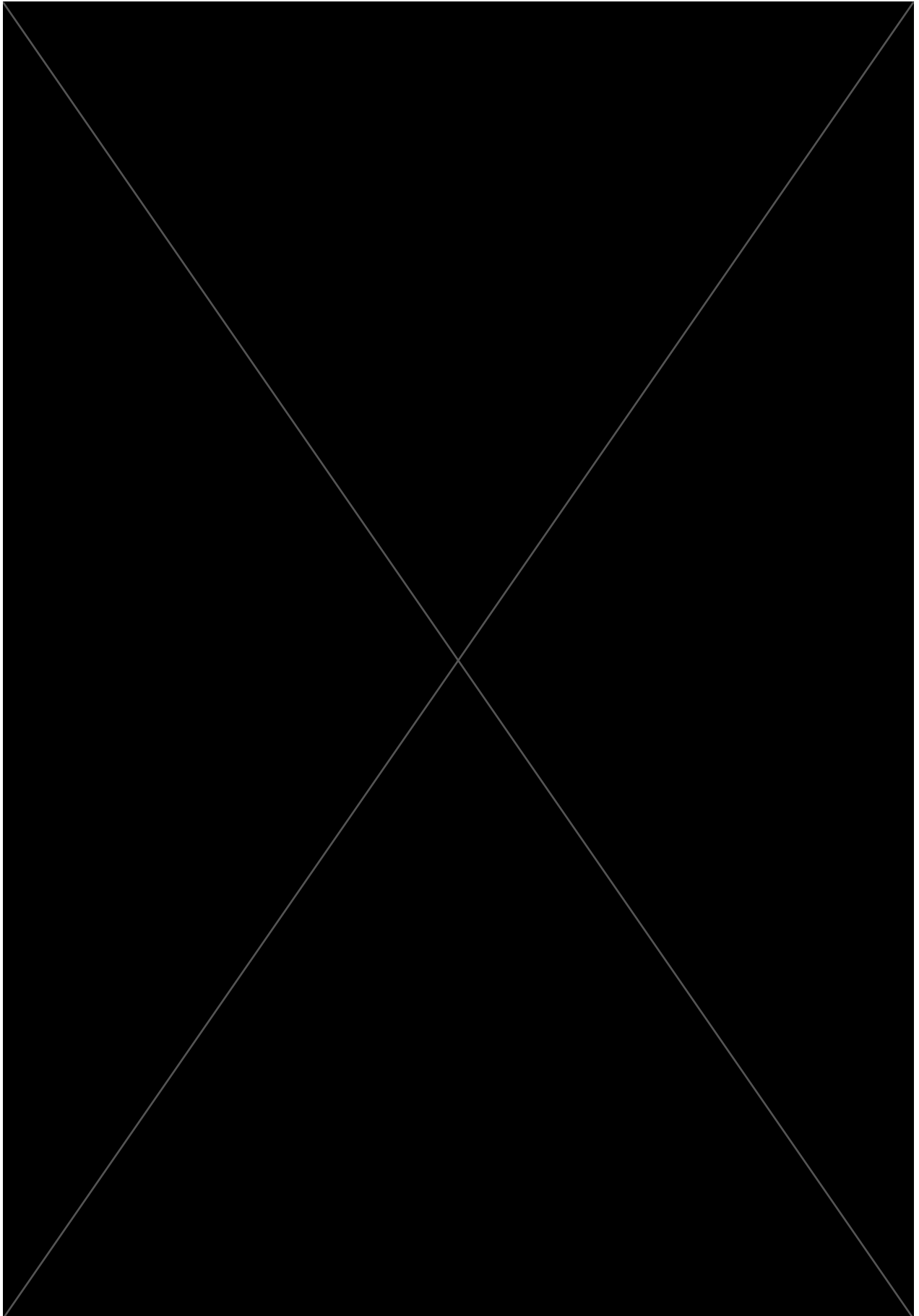


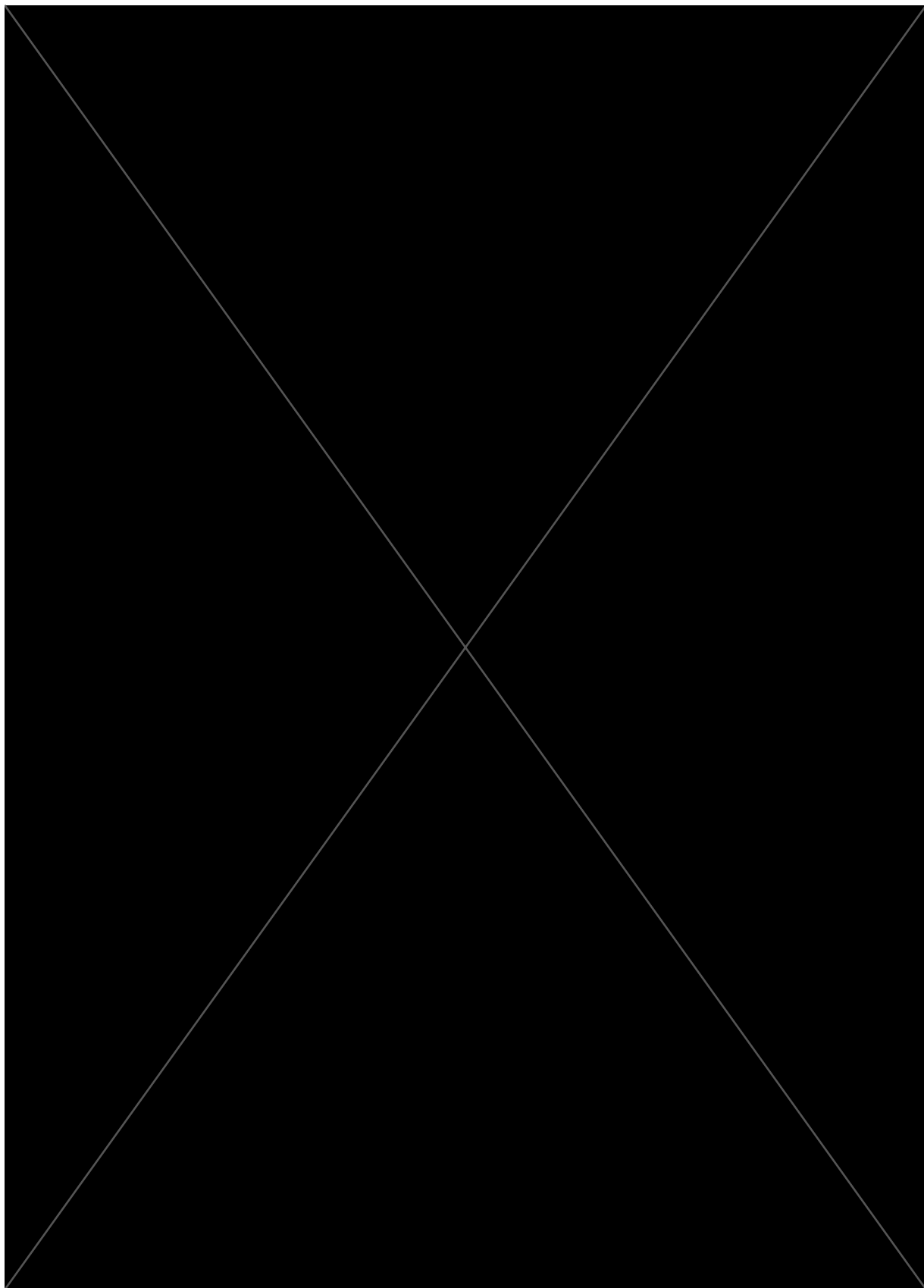


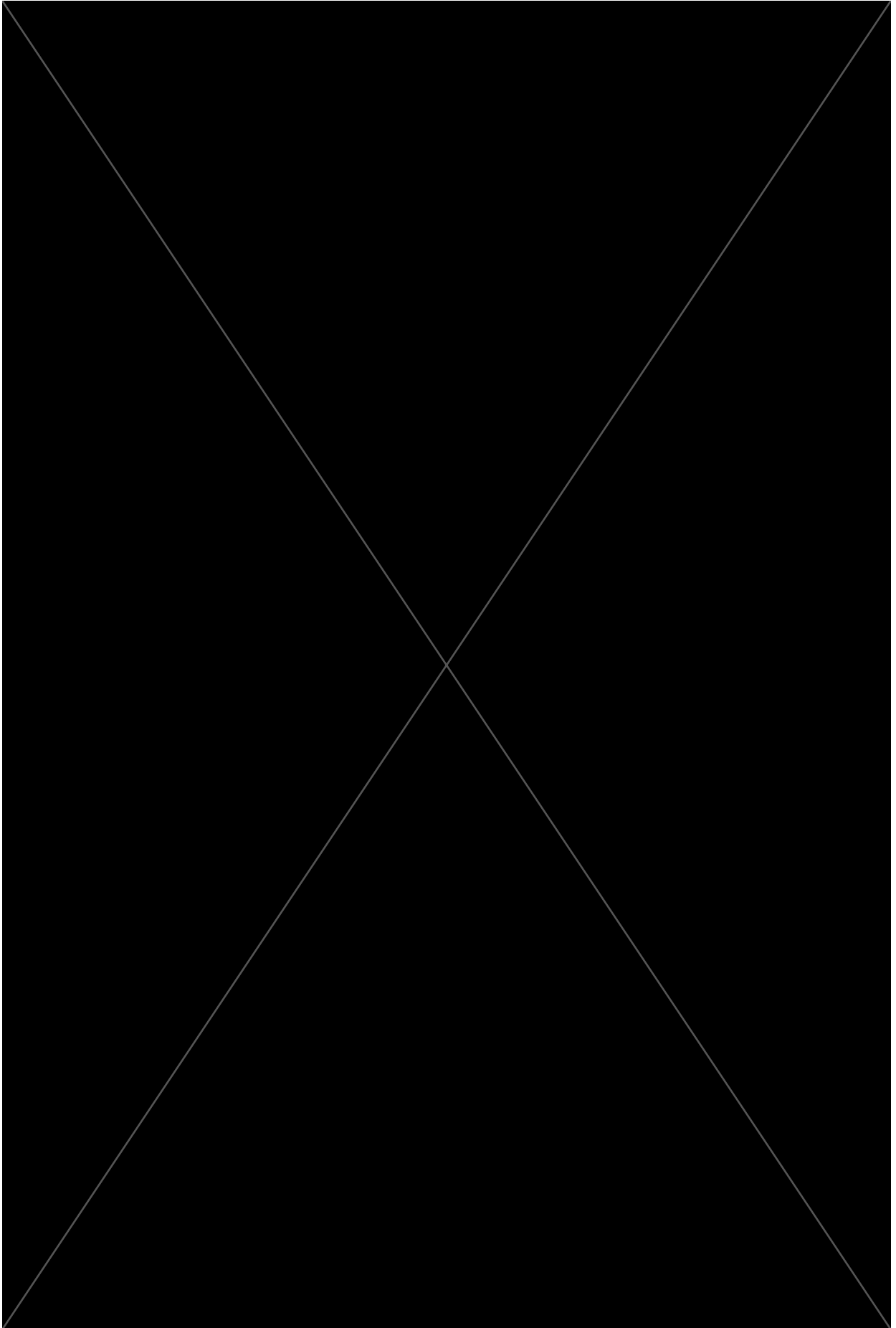


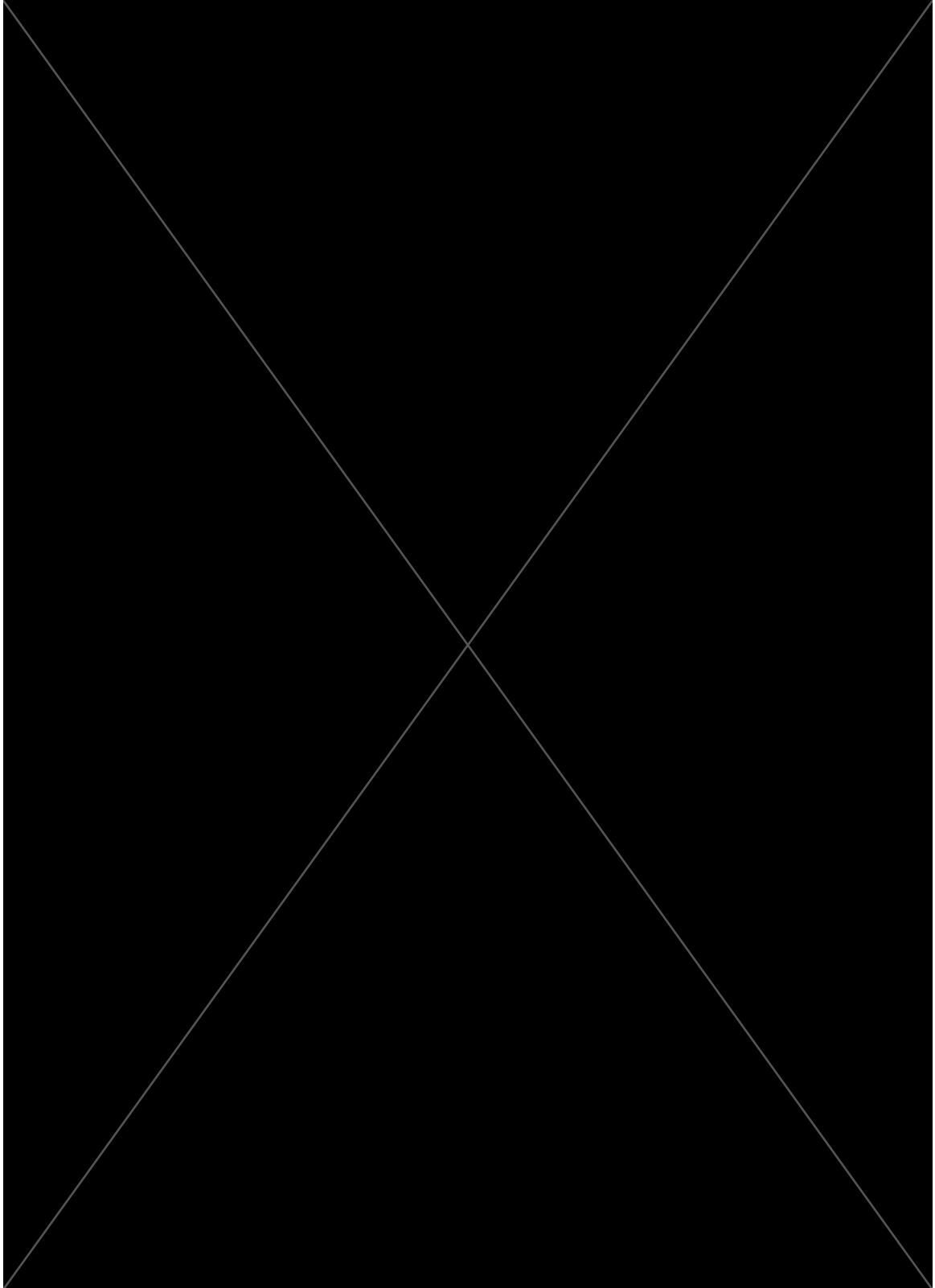


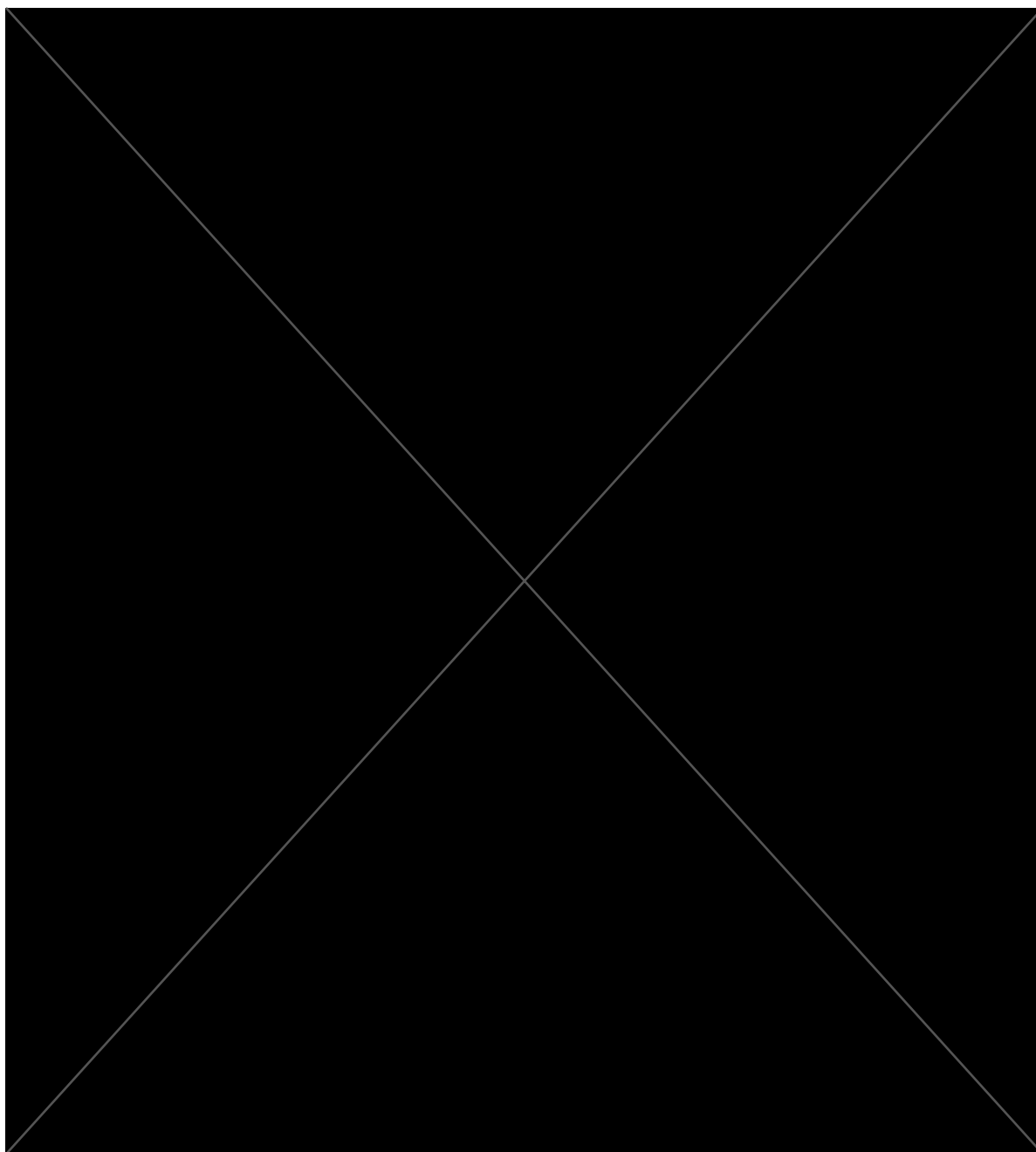












[REDACTED]

[REDACTED]

Schedule 2 Form of Declaration

Appendix 1B Form of Declaration

Declaration											
I, [.....] of [.....] do solemnly and sincerely declare that: 1. I am the representative of: [.....] ("the Contractor") in the Office Bearer capacity of: [.....] 2. The Contractor has a contract with the [.....]: [.....] ("the Contract") 3. I personally know the facts which I have set out in this declaration. 4. All employees who have at any time been engaged by the Contractor for work done under the Contract: 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, with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below: <table border="0"><thead><tr><th>Employee:</th><th>Amount unpaid or not accrued:</th></tr></thead><tbody><tr><td>[.....]</td><td>[.....]</td></tr><tr><td>[.....]</td><td>[.....]</td></tr><tr><td>[.....]</td><td>[.....]</td></tr><tr><td>[.....]</td><td>[.....]</td></tr></tbody></table> 5. I confirm that the Contractor holds evidence that all persons who have performed any work in respect of the Contract have been paid their entitlements under any award or legislation. 6. [Note: This clause 6 only applies where the Building and Construction Industry Security of Payment 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). Where the Contractor holds any retention money from a Subcontractor, the Contractor has complied with all requirements under the Building and Construction Industry Security of Payment Amendment (Retention Money Trust Account) Regulation 2015 (NSW), with the exception of the items listed below: [.....]	Employee:	Amount unpaid or not accrued:	[.....]	[.....]	[.....]	[.....]	[.....]	[.....]	[.....]	[.....]	
Employee:	Amount unpaid or not accrued:										
[.....]	[.....]										
[.....]	[.....]										
[.....]	[.....]										
[.....]	[.....]										

<i>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.</i> 13. <i>I personally know the truth of the matters which are contained in this declaration.</i> 14. <i>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.</i>	
<i>I, [full name], being the Contractor, a director of the Contractor or a person authorised by the Contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this declaration.</i> <i>Signature:</i> <i>Date:</i> [.....] <i>Full name:</i> [.....] <i>Position/Title:</i> [.....]	