

#[Insert date]#

#[Insert contact]#
#[Insert address]#

Attention: #[Insert name]#

Dear #[Insert]#

Refund Point Agreement dated #[Insert]# - Variation

1. Introduction

1.1 We refer to the agreement between WA Return Recycle Renew Ltd ACN 629 983 615 (**Principal**) and #[Insert full legal name as per Refund Point Agreement party description]# (**Operator**) entitled "Refund Point Agreement executed contemporaneously with this letter (**Agreement**)".

1.2 Unless otherwise defined in this letter, capitalised terms used in this letter that are defined in the Agreement have the meaning given to them in the Agreement.

1.3 The provisions of clause 1.2 and clause 26 (other than clauses 26.17 and 26.18) of the Agreement apply to this letter as if set out in full in this letter, subject to all references to 'this Agreement' being replaced with 'this letter'.

1.4 By executing this letter, each of the parties to the Agreement agree to the matters set out in this letter.

2. Variations

2.1 With effect on and from the date the last of the parties to the Agreement executes this letter (**Effective Date**), the Agreement is varied as set out in this paragraph 2.

2.2 Section 6.5(b)(ii) of Schedule 12 (Special Conditions) of the Agreement is deleted and replaced with the following:

(ii) **Employee** means each of the following individuals:

(A) [insert names];

(B) .

2.3 Section 6.5(b)(iv) of Schedule 12 (Special Conditions) of the Agreement is deleted and replaced with the following:

- (iv) **Jobkeeper Payment Equivalent** means, in respect of each Employee and each jobkeeper fortnight from and including 8 June 2020, an amount equal to the lesser of:
- (A) *that of the following which is applicable:*
- (1) *the fortnightly salary payable by the Operator to the Employee as at 1 March 2020; or*
- (2) *if the Employee is fulfilling the role of a former employee of the Operator who was employed by the Operator as at 1 March 2020, the fortnightly salary payable by the Operator to the former employee as at 1 March 2020; and*
- (B) *the fortnightly jobkeeper payment for that Employee that the Operator would have received if the Operator was entitled to a jobkeeper payment for that Employee for that fortnight.*

3. General

- 3.1 With effect from the Effective Date, each party is bound by the Agreement as amended by this letter.
- 3.2 Each party confirms that on and from the Effective Date, the Agreement continues in full force and effect subject only to the amendments made by this letter.
- 3.3 Each party agrees that this letter and all amendments effected by it are made in accordance with all requirements of the Agreement.
- 3.4 If there is any inconsistency between the provisions of this letter and the provisions of the Agreement, this letter will prevail to the extent of the inconsistency.
- 3.5 This letter is to take effect as a deed.

Yours sincerely



Executed as a deed

Executed by WA Return Recycle Renew Ltd ACN 629 983 615 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Date: 20

#[Insert execution clause for Refund Point Operator as per Refund Point Agreement]#

Date: 20