

Accession Deed Poll

Dated

Supplier

[Insert full name of party] [Insert ABN] (**Accession Party**)

Background

- A. The Accession Party seeks to enter into a *Supply Agreement* with VicReturn Limited for the purpose of the *Circular Economy (Waste Reduction and Recycling) Act 2021 (Vic)*.
- B. This deed poll is entered into in accordance with clause 8 of the Common Dispute Deed.
- C. As of the Accession Date, the Accession Party agrees to perform its obligations as *a Supplier* under the Common Dispute Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed poll:

Accession Date means the date of delivery of this deed poll to the Scheme Coordinator (or, where the Accession Party is the Scheme Coordinator, to the State).

Common Dispute Deed means the deed entitled "Victoria Container Deposit Scheme: Common Dispute Deed" dated 18 April 2023.

1.2 Definitions in Common Dispute Deed

- (a) Unless otherwise defined, expressions used in this deed poll have the meanings given to them in the Common Dispute Deed.
- (b) Clause 1.2 of the Common Dispute Deed applies to this deed poll as if it was set out in full in this deed poll.

2. Accession to the Common Dispute Deed

- (a) The Accession Party covenants and agrees with all parties to the Common Dispute Deed from time to time (whether original or by accession) (**Existing Parties**) on and from the Accession Date to observe, perform and be bound by the Common Dispute Deed so that, from the Accession Date, the Accession Party will be a party to the Common Dispute Deed and will assume the rights and obligations of a party as specified in the Common Dispute Deed in the capacity of */a Supplier*
- (b) The Accession Party confirms that it has been supplied with a copy of the Common Dispute Deed.
- (c) This deed poll is made by the Accession Party in favour of each Existing Party and is irrevocable.
- (d) On and from the Accession Date, each Existing Party may enforce the terms of this deed poll against the Accession Party as if it were a party to this deed poll in the capacity of *[insert party title (as applicable): a Supplier*.

3. Governing law

This agreement is governed by the law applying in and must be construed according to the law in force in Victoria.

Executed as a deed poll

Accession Party

**Executed by [insert name of Accession Party]
ABN [insert ABN]** in accordance with
section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director who states that they are a
director

Signature of company secretary/director

Full name of company secretary/director who states
that they are a company secretary/director

Schedule to Accession Deed Poll - Details for Notices for Accession Party

The notice details of the Accession Party for the purposes of clause 13 of the Common Dispute Deed are as follows:

Name: []
Address: []
Email: []
For the attention of: []