

Section 2 – ICT Telstra Terms and Conditions

In addition to accepting the terms and conditions set out in the Telstra Agreement (Section 1), we would require that you undertake and agree with us as follows (“**ICT Terms and Conditions**”):

1. You will comply strictly with all of your obligations as set out in the Telstra Documents (which define the duration of your appointment, subject to paragraph 12 below).
2. You will comply with our directions in relation to the performance of your obligations under the Telstra Documents, including compliance with any administrative and operations procedures notified by us from time to time.
3. For the duration of your appointment as our Telstra Nominated Dealer, and for a period of 3 months afterwards, you will not become a Telstra Nominated Dealer of any other person.
4. You will provide us with reports and access to your records regarding your activities as our Telstra Nominated Dealer as we may request from time to time.
5. You will immediately provide us with copies of any communication you send to or receive from Telstra relating to your role or activities as our Telstra Nominated Dealer or the performance of your obligations under the Telstra Documents.
6. You are our independent contractor and you will not represent to any third party that you are our agent, partner or joint venturer.
7. You must keep confidential any confidential information (including customer information) that we provide to you, and you must not use such confidential information for any purpose other than expressly authorised by us.
8. You will indemnify us for any loss, liability or expense suffered by us and for any claims brought against us as a result of a breach by you of your obligations under the Telstra Documents or the ICT Terms and Conditions or under any applicable laws, industry guidelines or codes of conduct.
9. Remuneration will be calculated in accordance with the schedules and arrangements advised by us from time to time.
10. Remuneration will be paid by EFT to a bank account nominated by you. We reserve the right to deduct any amounts owed by you to us. The provisions of clause 28 of the Telstra Nominated Dealership Agreement General Terms (regarding GST) are incorporated in these ICT Terms and Conditions substituting references to Telstra as references to us.
11. We reserve the right to set sales targets from time to time and you must use your best endeavour’s to meet any such sales targets.
12. The Telstra Documents set out the circumstances in which we or Telstra may terminate your appointment. Upon termination or expiration of your appointment as our Telstra Nominated Dealer, you must immediately return to us all property of ours and all records containing our confidential information, in addition to complying with the termination requirements set out in the Telstra Documents.

13. ICT or its agents may without notice to the Dealer enter the Dealer's premises or any premises of the Dealer if you are deemed to be in breach of either ICT or Telstra branding guidelines to remove any materials that are in breach of these guidelines.
14. We wish to advise that you have [21 days] from your successful application submission to review all correspondence, including documents, and to agree to the Proposed Agreement. At the end of this period we may consider our negotiations with you to be at an end if you have not executed the correspondence sent for the Telstra Nominated Dealer.

In the interim, we reserve our ongoing right to withdraw the offer at any time. As you would be aware, the Proposed Agreement is of no effect unless and until the correspondence offer is accepted.

Please note you have the right to obtain independent legal advice in relation to the arrangements proposed in this letter and in the Telstra Documents

Section 3 – Supply Terms and Conditions

Where we supply hardware, software or equipment to you, we do so in accordance with the following terms and conditions (“**Supply Terms and Conditions**”):

Interpretation

In these conditions unless the contrary intention appears:

“**Additional Charges**” – includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Dealer to ICT arising out of the sale of the Goods or provision of the Services.

“**Dealer**” – means the person to or for whom the Goods or Services are to be supplied by ICT.

“**Goods**” – means the goods sold to the Dealer by ICT.

“**ICT**” – means ICT Distribution Pty Limited, ABN 87 108 802 580.

“**Ordering System**” – means ICT’s online (web) ordering system or, if accepted, any other method of transmitting a completed purchase order by the Dealer to ICT

“**Purchase Price**” – means the list price, as published on the current ICT pricelist or online ordering system, for the goods as charged by ICT at the date of delivery or such other price as may be agreed by ICT and the Dealer prior to delivery of the Goods.

“**Services**” – means the services provided to the Dealer or at the direction of the Dealer, by ICT.

1. **ICT Credit Accounts** – Where you require credit terms ICT recommends MoneyTech of which ICT is an authorised distributor. Payment to ICT can also be made by credit card.
2. **Order for Goods** – The Dealer will be deemed to have accepted these Terms and Conditions by sending a purchase order to ICT. ICT’s acceptance of Dealer’s purchase order is conditional upon Dealer’s acceptance of the Terms and Conditions, without modification unless previously agreed by both parties in writing. In the event that Dealer’s purchase order is deemed to be an offer, ICT’s acknowledgement or performance of the purchase order is conditional upon Dealer’s acceptance of the Terms and Conditions, and the Dealer’s acceptance of delivery without objection constitutes acceptance of the Terms and Conditions. The Dealer will order Goods and Services by utilizing ICT’s Ordering System. ICT may accept or reject the purchase order for any reasonable commercial reason and where the purchase order deviates from either the terms of quotation or the Terms and Conditions contained herein ICT will not be bound by any terms or condition set forth on the Dealer’s purchase order.
3. **Warranties** – Certain laws imply terms, conditions and warranties (“Prescribed Terms”) into contracts for the supply of goods and prohibit the exclusion, restriction or modification of such terms, conditions and warranties. The liability of ICT in respect of a breach of Prescribed Terms or any warranty made under these terms and conditions is limited, to the extent permissible by law and at the option of ICT, to the; replacement of the Goods; payment of the cost of replacing the Goods; or Refund of the Purchase Price paid by the Dealer or issue of a credit adjustment. Claims by you for short or incorrect delivery must be made within 3 working days after delivery, and claims in relation to defective Goods must be made within 14 days after you become aware of the defect, otherwise you are deemed to have accepted delivery. Unless the terms and warranties are included in these standard terms and conditions, all prior discussions, quotations, warranties and Prescribed Terms, to the extent permitted by law, are excluded. Under no circumstance will ICT’s liability to Dealer exceed the Purchase Price paid for the Goods or Services that are the basis for the claim.

4. **Delivery** – The times quoted for delivery are estimates only and ICT accepts no liability for failure or delay in delivery of Goods or Services. The Dealer is not relieved of any obligation to accept or pay for Goods or Services by reason of any delay in delivery. Delivery of Goods is free-on-board point of shipment unless otherwise advised by ICT. Insurance, transportation costs and all other shipment-related expenses are the Dealers responsibility. Risk in Goods passes to you from shipment. Title in Goods passes to you from shipment or upon receipt by ICT of payment in full, whichever occurs last. All Additional Charges are payable by the Dealer in addition to the Purchase Price of the Goods. Partial shipments may be made in ICT's sole discretion.
5. **Price and Payment** – Payment is due strictly before shipment. Payment may be made by way of an arrangement with MoneyTech or credit card. The Purchase Price's are GST-exclusive (unless otherwise specified) and GST must be paid in addition. The Dealer must pay the Purchase Price and the Additional Charges to ICT. If the Dealer is in default, ICT may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights. Interest is charged at the rate of 1.5% per month or part of a month from the expiry of any ICT agreed terms that period until the date payment is received by ICT.
6. **Retention of Title** – Ownership, title and property of the Goods remain with ICT until payment in full for the Goods has been made. Until the date of payment: the Dealer has the right to sell the Goods in the ordinary course of business; until the Goods have been sold by the Dealer in the ordinary course of the Dealer's business, the Dealer holds the Goods as bailee for ICT; the Goods held by Dealer are always at the risk of the Dealer. The Dealer is deemed to be in default immediately upon the happening of any of the following events: if payment to ICT for the Goods is not made promptly before the due date for payment; if the Dealer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Dealer payable to ICT is dishonored; In the event of a default by the Dealer, then without prejudice to any other rights which ICT may have at law or under this contract: ICT or its agents may without notice to the Dealer enter the Dealer's premises or any premises under the control of the Dealer for the purposes of recovering the Goods. ICT may recover and resell the Goods; if the Goods cannot be distinguished from similar Goods which the Dealer has or claims to have paid for in full, ICT may in its absolute discretion seize all goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of ICT and the Dealer may be ascertained. ICT must promptly return to the Dealer any goods the property of the Dealer and ICT is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Dealer's business howsoever arising from the seizure of the Goods. In the event that the Dealer uses the Goods in some manufacturing or construction process of its own or some third party, then the Dealer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for ICT . Such part will be an amount equal in dollar terms to the amount owing by the Dealer to the ICT at the time of the receipt of such proceeds. The Dealer will pay ICT such funds held in trust upon the demand of ICT.
7. **Goods and Services Tax** – Goods and Services Tax (GST) will be shown separately in the tax invoice for the sale of the Goods. The amount of GST payable in respect of the supply of the Goods is payable by the Dealer. The Dealer must indemnify ICT in respect of GST paid and payable by ICT for the supply of the Goods to the Dealer.
8. **Returns** – Returns may be approved by ICT in its sole discretion upon following our supplier returns guidelines or prior request by you, in which event a credit or product replacement will be

given upon return of the Goods in new and unused condition with all relevant packaging and accompanying documentation. Dealer may return Goods purchased from ICT and receive a credit of the Purchase Price, subject to the following: the Goods for return have been approved or issued a RA number by ICT; and the Goods are returned to ICT within 7 days of the invoice date; and the list price of the Goods has not changed; and the Goods are new and unused; and the Goods are in their original package which has not been damaged or altered; and ICT determines in its sole judgment that Dealer is in good standing. Any Goods returned will be subject to a restocking charge of 15%. Defective Goods may be returned to ICT subject to: Defective Goods for return have been issued a RA number; Defective Goods will be returned to Manufacturer as per their standard warranty and returned when repaired; Dealer accepts any charges levied by the Manufacturer to ICT and freight costs associated with the return of Defective Goods

9. **Credits** – Refunds will be issued, upon request by Dealer, only in the event of an overpayment. Where a credit adjustment is available under a then applicable policy of ICT, such adjustments may be applied against existing Dealer account balances with ICT.
10. **Confidentiality** – You must keep confidential any confidential information (including Dealer information) that we provide to you, and you must not use confidential information for any purpose other than expressly authorised by us. I remind you that the Proposed Agreement, and the substance of our negotiations in relation to the agreement, is confidential and should not be disclosed to any third party without our consent.
11. **Termination** – If you are in default under these ICT Agreements, become insolvent or cease to be ICT's Dealer, ICT may suspend or cancel further deliveries in its sole discretion. Upon termination or expiration of your appointment as an ICT Dealer, you must immediately return to us all property of ours and all records containing our confidential information.
12. **Export Restrictions** – Dealer will obtain all licenses, permits and approvals required by any government and will comply with all applicable laws, rules, policies and procedures of the Australian Government. Dealer will indemnify and hold harmless ICT for any violation or alleged violation by Dealer of such laws, rules, policies and procedures.
13. **General** – These terms and conditions are to be construed in accordance with the laws from time to time in the State of Victoria and the Commonwealth of Australia. These standard trading conditions contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties. Any conditions found to be void, unenforceable or illegal may, to that extent are severed from the Agreement. No waiver of any of these terms and conditions or failure to exercise a right or remedy by ICT will be considered to imply or constitute a further waiver by ICT of the same or any other term, condition, right or remedy.
14. **Indemnity** – You will indemnify us for any loss, liability or expense suffered by us and for any claims brought against us as a result of a breach by you of your obligations under the ICT Terms and Conditions or under any applicable laws, industry guidelines or codes of conduct.

ICT Distribution Pty Ltd

Mobile Service Remuneration Schedule for our Telstra Nominated Dealers

1 Overview of your remuneration

1.1 Monthly remuneration

Each month, you will be entitled to:

- (a) Incentives in accordance with paragraph 2;
- (b) Voice Call Trailing Commissions in accordance with paragraph 3;

1.2 Not Used

1.3 Changes to your remuneration or this Schedule

With the exception of paragraph 3 and the remuneration payable to you under that paragraph, we may change the terms of this Schedule, and the remuneration payable to you under this Schedule, at any time by notice to you.

1.4 Overpayment

Where we pay you an amount under this Schedule and subsequently determine that you were not entitled to such remuneration under the terms of this Schedule, we may at our election deduct such amount from future payments to you or require repayment by you.

2 Incentive

2.1 Circumstances when it will be paid

Subject to paragraph 2.3, we will pay you an Incentive for each:

- (a) New Mobile Service on a Fixed Term Service Contract;
- (b) Recontracted Mobile Service; and

2.2 How much is it?

We will pay you an amount as set out in Item 1 of the Mobile Service Details for each Mobile Service you procure under paragraph 2.1.

The amount we will pay you will be the Standard Incentive multiplied by the figure/s specified in Item 1 of the Mobile Service Details ("Multiplier/s"), where a Multiplier is, or Multipliers are, applicable.

ICT Distribution Pty Ltd

Mobile Service Remuneration Schedule for our Telstra Nominated Dealers

2.3 Circumstances when it will not be paid

We are not required to pay you an Incentive:

(a) for a New Mobile Service on a Fixed Term Service Contract if within 6 months of the date on which that Fixed Term Service Contract is entered into:

- (i) the Mobile Service is terminated or suspended for any reason; or
- (ii) the Mobile Service is moved to an Excluded Term Contract; or

(b) for a Recontracted Mobile Service, if at the time of procurement, the Recontracted Mobile Service was already on a Fixed Term Service Contract, with more than 90 days remaining of its fixed contract term.

For the avoidance of doubt, no Incentive is payable where:

(c) no Standard Incentive is specified as being payable by us in the Mobile Promotion Schedule; or

(d) an existing customer on a Casual Service Contract changes spend levels or enters into a new Casual Service Contract; or

(e) where a customer on a New Mobile Service with a Fixed Term Service Contract or a Recontracted Mobile Service changes their minimum monthly spend level or access fee, and the terms of the Fixed Term Service Contract do not require the customer to restart their fixed contract term. Any Incentive paid where clause 2.3 applies will be an overpayment for the purposes of paragraph 1.4 of this Schedule.

2.4 Time for payment

We will pay you the Incentive within 45 days of the end of the month in which Telstra send the customer their first account for the Fixed Term Service Contract or Casual Service Contract.

3 Voice Call Trailing Commissions

3.1 Circumstances when it will be paid

We will pay you Voice Call Trailing Commissions for each New Mobile Service, Recontracted Mobile Service, Acquired Mobile Service and Existing Mobile Service.

3.2 How much are they?

The amount of the Voice Call Trailing Commissions is equal to the percentage of Net Receipts set out in Item 2 of the Mobile Service Details.

3.3 Circumstances in which we may change them

If you fail to meet sales targets set by us under the ICT Terms and Conditions in:

- (i) three or more quarters in a year; or

ICT Distribution Pty Ltd

Mobile Service Remuneration Schedule for our Telstra Nominated Dealers

(ii) two or more consecutive quarters

then we may change your Voice Call Trailing Commissions. Any such variation will be made in our sole discretion and, if we exercise that discretion:

(c) may only occur once in respect of any financial year;

(d) may not reduce your Voice Call Trailing Commissions to less than the Minimum Voice Call Trailing Commissions percentage, as set out in Item 2 of the Mobile Service Details; and

(e) will be at our sole discretion.

3.4 Maximum period for payment of Voice Call Trailing Commissions

Subject to paragraphs 3.5 and 3.6, your entitlement to Voice Call Trailing Commissions for any Mobile Service will:

(a) commence on:

(i) the date that the New Mobile Service, Acquired Mobile Service or Existing Mobile Service was activated; or

(ii) in the case of a Recontracted Mobile Service, the date of the new Fixed Term Service Contract; and

(b) continue for the number of years set out in Item 3 of the Mobile Service Details, commencing:

(i) the day after the first bill date for the customer's Mobile Service, or

(ii) where the customer is not on a monthly billing cycle, the day after the first bill date would have been for the customer's Mobile Service if that customer was on a monthly billing cycle.

3.5 Entitlement to Voice Call Trailing Commissions ceasing

We will stop paying you Voice Call Trailing Commissions if the New Mobile Service, Recontracted Mobile Service, Acquired Mobile Service or Existing Mobile Service is disconnected.

3.6 Fixed Term Service Contracts that are not procured by you

You will stop being entitled to Voice Call Trailing Commissions for any Mobile Service where another person, including Telstra, procures a Recontracted Mobile Service for that Mobile Service.

In this case we will stop paying you Voice Call Trailing Commissions from the date of the new Fixed Term Service Contract. Any payment of Voice Call Trailing Commissions to you which relates to a period after the date of the new Fixed Term Service Contract will be an overpayment for the purposes of paragraph 1.4 of this Schedule.

ICT Distribution Pty Ltd

Mobile Service Remuneration Schedule for our Telstra Nominated Dealers

3.7 Time for payment

We will pay you Voice Call Trailing Commissions within 45 days of the end of the month in respect of which an account sent by Telstra to the relevant customer for the customer's Mobile Service has been settled in full.

4 Not Used

5 Not Used

6 Not Used

7 Transfer of Business

We are not required to continue to pay you under this Schedule if you transfer that part of the Business to which the entitlement to payment relates, to another person. We will pay you any amounts due to you before that date.

8 Disputes

8.1 Notice of dispute by you

If you wish to dispute the amount we consider you are entitled to be paid under this Schedule, you must give us a notice within 1 month of the event you consider gives rise to your entitlement.

8.2 Content of written notice

Any notice under paragraph 8.1 must:

(a) be in the form that has been specified by us for this purpose (if any);and

(b) clearly set out:

(i) the amount you consider to be in dispute; and

(ii) a full explanation of the basis for the dispute,

(c) be accompanied by any documentation or information supporting your claim, including any relevant application forms.

8.3 Failure to provide proper notice

ICT Distribution Pty Ltd

Mobile Service Remuneration Schedule for our Telstra Nominated Dealers

If you do not comply with this paragraph 8 in relation to a dispute, you cannot make a claim for payment of the amount in dispute and will be deemed to have released that claim.

9 Dictionary

Acquired Mobile Service means a Mobile Service that we are satisfied was procured or acquired by a person whose business (including any part of the business relating to the Mobile Service) is sold, assigned or transferred to you after the Mobile Service Commencement Date.

Casual Service Contract means:

(a) a 'casual' or 'month to month' contract for a Mobile Service without a fixed period; or

(b) a contract for a Mobile Service that is for a fixed contract term, where that fixed contract term has already expired or has been terminated (for example, by payment of an additional amount to us).

Content Services means any data, content, ringtones or information provided to a customer via their mobile handset as part of a Mobile Service, but excludes Data Calls.

Data Calls means calls which Telstra treat in their systems as data calls from time to time, as listed in Table A of the Mobile Service Details and as amended by us from time to time by notice to you.

Data Call Trailing Commissions means the remuneration that you may be eligible to receive in accordance with paragraph 4 of this Schedule.

Existing Mobile Service means a Mobile Service that we are satisfied was procured by you before the Mobile Service Commencement Date.

Excluded Term Contracts means:

(a) Casual Service Contracts;

(b) contracts to add a Mobile Service to an existing Fixed Term Service Contract (including group plans and account plans where additional Mobile Services may be added); or

(c) any other contracts that we notify you are not "Fixed Term Service Contracts" from time to time.

Fixed Term Service Contract means a contract for a Mobile Service that is entered into by the customer on or after the Mobile Service Commencement Date:

(a) that is specified to be for a fixed contract term; and

(b) under which, if the contract is terminated within the fixed contract term, we are entitled to charge the customer an additional amount, but does not include Excluded Term Contracts.

ICT Distribution Pty Ltd

Mobile Service Remuneration Schedule for our Telstra Nominated Dealers

Incentive means the amount we will pay to you in accordance with paragraph 2 of this Schedule.

Minimum Voice Call Trailing Commissions means the minimum remuneration you may be eligible to receive in accordance with paragraph 3 of this Schedule.

Mobile Service means a connection or re-connection to the Telstra Mobile Network that entitles the customer or their authorised representatives to lawfully use the Telstra Mobile Network on a post-paid basis, on the terms that are agreed between Telstra and the customer from time to time.

Net Data Receipts means the total amount of Carriage Charges received by Telstra from a customer for Data Calls levied upon that customer by Telstra in a particular month.

Net Receipts means the total amount of Carriage Charges received by Telstra from a customer for Voice Calls levied upon that customer by Telstra in a particular month.

New Mobile Service means a Mobile Service procured by you after the Mobile Service Commencement Date, including a Mobile Service that is migrated from pre-paid to post-paid, but excludes:

- (a) a Recontracted Mobile Service;
- (b) an existing Mobile Service that is transferred from the Telstra CDMA network to the Telstra GSM network or vice versa; and
- (c) an existing Casual Service Contract that is moved onto a new Casual Service Contract.

Recontracted Mobile Service means a Fixed Term Service Contract that we are satisfied you procured after the Mobile Service Commencement Date and which was, at the time of procurement, on a Fixed Term Service Contract or Casual Service Contract.

Standard Incentive means the incentive amount (if any) set out in each Mobile Promotion Schedule.

TCPS means Telstra's commission payments system or any replacement IT system as notified by us to you from time to time.

Voice Call means calls which Telstra treat in their systems as voice calls from time to time, including national direct dial calls.

Voice Calls Trailing Commissions means the remuneration you may be eligible to receive in accordance with paragraph 3 of this Schedule.

We or Us means ICT Distribution Pty Ltd.