

Simple Supply Agreement

1. DEFINITIONS

'Background Intellectual Property' means Intellectual Property Rights which are created prior to or independent of the Contract by Optus, Supplier or a third party.

'Change in Control of the Supplier' means that after the date of the Contract:

- (a) any person (other than a Supplier Group Company), becomes entitled to a Controlling stake in the issued voting shares of the Supplier or any of its Related Bodies Corporate. For the purpose of this Clause, "Control" or "Controlling" means the power to appoint the board of directors of the Supplier or Supplier Group Companies or the ability whether directly or indirectly to substantially direct or substantially influence the management and policies of the Supplier or Supplier Group Companies;
- (b) a Competitor appoints a member of the board of directors of the Supplier or any of its majority owned subsidiaries as Competitor's executive director;
- (c) the Supplier or any of its majority owned subsidiaries appoints a member of the board of directors of a Competitor as Supplier's or any of its majority owned subsidiaries' executive director; or
- (d) the Supplier, or any of its Related Bodies Corporate, enters into a registered partnership or incorporated joint venture arrangements with a Competitor to sell or market to customers in Competitive Markets.

'Competitor' means any entity that provides telecommunications, broadcasting or electronic information services within Singapore, Australia or any other jurisdiction in which Optus operates (as applicable) that competes with any goods and services provided by any Optus Group Company.

'Competitive Markets' means Singapore, Australia and any other geographic market in which Optus operates.

'Contract' means the contract between the Supplier and Optus containing these terms and conditions, including the Schedule (if used) and the Purchase Order to the Contract.

'Deliver' or 'Delivery' means provision of Supplies that meet the Specifications or requirements, to or at a site, warehouse or any other location designated by Optus.

'Documentation' means:

- (a) the Specifications;
- (b) all user documentation; and
- (c) any other documentation to be provided by the Supplier specified in the Contract.

'Due Date' means each date specified in the Contract (if any) by which the Supplier is obliged to deliver any Supplies or perform any other obligation under the Contract.

"Foreground Intellectual Property" means:

- (a) Intellectual Property Rights which results from or are generated pursuant, to or for the purposes of or in connection with the Contract; and
- (b) Intellectual Property Rights which results from or are generated pursuant, to or for the purposes of or in connection with any other prior contracts between the Supplier and Optus.

'GST' has the meaning given in the *New Tax System (Goods and Services Tax) Act 1999*.

'Harmful Code' means any hardware, computer code, including any malware and/or software, that is harmful, destructive, disabling or which assists in or enables unlawful access, theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data including viruses, worms, spyware, adware, keyloggers, trojans, and any new type of threats.

'Incidental Costs' means all costs incurred by the Supplier (including, without limitation, costs for delivery, Taxes excluding any GST) connected with the supply of the Supplies by the Supplier.

'Insolvency Event' means one or more of the following:

- (a) a resolution is passed for the winding up of a party;
- (b) a liquidator, provisional liquidator or receiver or receiver and manager, voluntary administrator; or administrator of a deed of company arrangement is appointed to all or any part of the property of a party;
- (c) a mortgagee takes possession of, all or any part of the business or assets of a party;
- (d) a party makes any composition or arrangement or assignment with or for the benefit of its creditors;
- (e) a party or any creditor appoints a voluntary administrator or a resolution is passed for that party to execute a deed of company arrangement;
- (f) a party ceases, or threatens to cease to carry on its business; or
- (g) a party becomes insolvent within the meaning of section 95A of the *Corporations Act 2001* (Cth).

'Intellectual Property Rights' or 'IPR' means all intellectual property rights and moral rights at any time protected by statute or common law, including, but not limited to:

- (a) patents, copyright, rights in circuit layouts, registered designs, trademarks and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

'Laws' means any applicable statute, regulation, by-law, order, ordinance, subordinate legislation, Sanctions or the like in force from time to time (a) whether in or outside of Australia, or (b) such other jurisdiction in which a party is incorporated, or (c) such other jurisdiction in which the Supplier is performing its obligations under this Contract and includes the common law as applicable from time to time and any applicable industry codes or standards.

'Loss' means all direct and indirect liabilities, losses, damages, costs and expenses, fines and penalties including loss of profits, business or anticipated savings, or any other consequential loss, fees on a full indemnity basis and disbursements and costs of investigation, litigation, settlement, judgment and interest regardless of whether they arise in contract, tort (including negligence) or under any statute or otherwise including workers' compensation benefits payable under a statutory workers' compensation scheme.

'Modern Slavery' means slavery, servitude, forced labour, trafficking in persons (including orphanage trafficking of children), forced marriage, child labour, debt bondage and other slavery-like practices as defined in the *Modern Slavery Act 2018* (Cth), the *Modern Slavery Act 2018* (NSW) and the crimes outlined in Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth).

'Modern Slavery Laws' means the *Modern Slavery Act 2018* (Cth), the *Modern Slavery Act 2018* (NSW), Divisions 270 and 271 of the *Criminal Code 1995* (Cth), and any other anti-Modern Slavery laws or regulations in force in Australia.

'Optus' means the Optus Group Company that issues the Purchase Order to the Supplier.

'Optus Data' means all information and Personal Information stored by or accessible within Optus' information infrastructure and all information collected by the Supplier that relates to Optus or a customer of Optus and/or the Supplies arising from or in relation to performance of Supplier's obligations under the Contract.

'Optus Group Company' means Singtel Optus Pty Ltd and each Related Body Corporate of Singtel Optus Pty Ltd.

'Optus Group Policies' means the policies, procedures, requirements and standards of Optus and or one or more of the Optus Group Companies as notified to the Supplier by Optus from time to time.

'Personal Information' has the meaning given in the *Privacy Act 1988* (Cth), as amended from time to time.

'Personnel':

- (a) of Optus means officers, agents and employees of Optus Group Companies or contractors of any Optus Group Company (other than the Supplier); and
- (b) of the Supplier means officers, agents and employees of the Supplier or any of its Related Bodies Corporate or any of their contractors or subcontractors.

'Price' for Supplies means the amount specified as the price for the Supplies in the Contract and shall include the Incidental Costs.

'Purchase Order' means the Optus-generated form that authorizes the Supplier to commence delivery of the Supplies.

'Regulatory Authority' means the Australian Competition and Consumer Commission, Australian Communications and Media Authority, the Privacy Commissioner of Australia, NSW Anti-Slavery Commissioner and any other regulator, a public official, a government minister, department or statutory body that has jurisdiction whether in or outside of Australia, or is a controlling body, in relation to an event arising from this Contract or in relation to the subject of Sanctions, any relevant authority, regulator, public official including the United Nations, government minister, department or statutory body with competence to issue, impose, administer or enforce such Sanctions whether in or outside of Australia.

'Related Body Corporate' has the meaning given to that term in section 50 of the *Corporations Act 2001*.

'Required Form', for a Security Deposit, means either in the form of a cashier's order or an unconditional banker's guarantee, from a bank established in Australia or an unconditional performance bond from an insurance company established in Australia as the case may be and approved by Optus. At a minimum, the banker's guarantee must be:

- (a) from an Australian Authorised Deposit Taking Institution with a minimum credit rating of 'A' from Standard & Poors or 'A2' From Moody's Investor Services that is approved in Optus' sole and absolute discretion; and
- (b) in a form approved, and contain at a minimum, requirements specified, by Optus in its sole and absolute discretion.

'Sanctions' means any sanctions, prohibitions, guidance, directions, and/or orders issued by a Regulatory Authority in relation to import/export control laws, regulations and/or any other trade compliance.

'Schedule' means the Simple Supply Schedule attached to this Contract (if used) which sets out details of the Supplies. The Schedule must be authorised by Optus and at a minimum must specify the:

- (a) Supplies being ordered;
- (b) Price of the Supplies being ordered;
- (c) GST payable;
- (d) Schedule reference number.

The Schedule does not authorise the Supplier to commence delivery of the Supplies. Only a Purchase Order authorises the Supplier to commence delivery of the Supplies, which may or may not be issued at Optus' absolute discretion.

'Security Deposit' means the deposit referred to in clause 15, in the Required Form and for an amount representing 5% of the total Price or such other rate as may be specified by Optus, payable under the Contract, or such other percentage or amount as may be requested by Optus from time to time, which the Supplier shall provide to Optus in accordance with the requirements of clause 15.

'Serious Incident' means any incident requiring notification to an authority or regulator under the WHS Laws.

'Software' means any software to be provided by the Supplier as specified in the Contract and modifications of that Software as supplied to Optus as part of the Supplies.

'Specifications' means any specifications included or referred to in the Contract, and to the extent not inconsistent with the foregoing, the Suppliers published specifications, that specifies the quality, functionality, performance, interoperability, testing or other criteria of the Supplies.

'Standards' means the work health and safety standards, policies, procedures and safety control measures of any Optus Group Company as amended from time to time.

'Supplier' means the party specified in the Contract.

'Supplier Group Companies' means the Supplier and/or each of its Related Corporations.

'Supplies' means the goods and/or services to be provided by the Supplier from time to time as set out in the Contract and any ancillary related goods and services or Documentation required to provide those agreed goods and services to Optus.

'Tax' includes any tax, withholding tax, charge, rate, duty or impost imposed by any authority at any time, but does not include any GST or taxes on income or capital gains.

'Tax Invoice' has the meaning given in the *New Tax System (Goods and Services Tax) Act 1999*.

'Warranty Period' has the meaning given to that term in Clause 6.1(a)(i).

'WHS Laws' means applicable legislation dealing with work health and safety in Australian states, territories and the Commonwealth in place from time to time, as well as any regulations, codes of practice and/or advisory standards made under or in connection with the legislation.

2. SUPPLIES

- 2.1 Optus may order the Supplies by issuing a Purchase Order to the Supplier. The Purchase Order must include the Schedule reference number (where a Schedule is used) or a Purchase Order requisition number. The Supplier agrees that where the Schedule is not used, then the details relating to the Supplies will be set out in the Purchase Order.
- 2.2 The Supplier must upon Optus' issuance of a Purchase Order, supply the Supplies in accordance with the Contract and, where applicable, by the Due Date.
- 2.3 If the Supplies include goods, title to, and risk in those goods passes to Optus upon acceptance of those goods by Optus where acceptance criteria is set out in Schedule, or if no acceptance criteria is set out in the Schedule, upon delivery by the Supplier in accordance with the Specifications.
- 2.4 Subject to clause 2.6, no confirmation, shipment or delivery docket, invoice, terms and conditions of supply or other similar document issued by or on behalf of the Supplier (including the terms on any pre-printed purchase order form, quote or shrink wrap licence) will vary, prevail over or form part of the Contract.
- 2.5 If any document referred to in clause 2.4 issued by or on behalf of the Supplier purports to govern or apply to the provision of goods and services the subject of a Contract (whether issued prior to or after the formation of the Contract) such document shall be deemed null and void and of no legal effect. This applies even if such document expressly purports to prevail over the terms of the Contract.
- 2.6 Where a quote is attached to a Purchase Order, only the description of Supplies in that quote will form part of the Contract.
- 2.7 The Supplier agrees to the Contract by accepting the Purchase Order or commencing delivery of the Supplies.

3. PAYMENT

- 3.1 Unless expressly stated in the Schedule:
 - (a) the Price for Supplies is the maximum price that may be charged under the Contract and is inclusive of Incidental Costs (excluding GST); and
 - (b) all Prices stated in the Contract are in Australian dollars and the price is fixed regardless of changes in exchange rates.
- 3.2 The Supplier may invoice Optus the Price payable for the Supplies when those Supplies are accepted by Optus. If Optus' obligation to pay any amount would otherwise but for this clause fall due on a Saturday or Sunday or a day that is not a business day, then the date for meeting the payment obligation is extended to the next business day.
- 3.3 The Supplier must ensure that each invoice:
 - (a) clearly identifies the Supplies to which it relates;
 - (b) clearly identifies the number of the Purchase Order to which that invoice relates;
 - (c) itemises any GST payable on the provision of those Supplies;
 - (d) is a valid Tax Invoice for GST purposes, if GST is payable; and
 - (e) is submitted to the Customer using the Customer's preferred e-invoicing platform.

- 3.4 Optus must pay each invoice of the Supplier within 30 days after the end of the month in which the invoice is received by Optus unless:
- that invoice does not comply with clause 3.3, in which case the Supplier must issue a complying invoice; or
 - Optus disputes the amount of that invoice, in which case Optus must pay the undisputed amount and the parties must resolve the dispute by negotiation.
- 3.5 If the Supplier or any of its Related Bodies Corporate owes any amount to Optus under the Contract or to any Optus Group Company, Optus may:
- set off that amount against any amounts Optus owes to the Supplier under the Contract; or
 - invoice the Supplier for that amount, in which case the Supplier must pay each invoice within 30 days after the end of the month in which that invoice is received by the Supplier.
- 3.6 Except as expressly provided otherwise in this Agreement, the Supplier shall assume responsibility for and shall hold Optus harmless from payment for all Taxes that may apply at any time under the laws in force in Australia and/or the country of the Supplier, which may become due by reason of the Supplies supplied under the this Agreement, and the Supplier shall execute and deliver such and other further instruments as may be necessary, including the making of payment of any interests or penalties, related to or arising from such Taxes.
- 3.7 If Optus is required by law to deduct or withhold Taxes from a payment to the Supplier under this Agreement, then Optus may make those deductions or withholdings (or both) to the relevant authorities and reduce its payment to the Supplier by such amount of deduction or withholding accordingly
- 3.8 If requested, Optus will furnish the Supplier with evidence to establish that the aforementioned withholding tax, if any, has been paid to the relevant tax authority.
- 3.9 If the Supplier is non-resident of Australia (as defined under Australian tax law) for tax purposes, the Supplier advises Optus that it is not entitled to an Australian Business Number ("ABN") as it is not carrying on an enterprise in Australia.
- 4. FAILURE OR DELAY IN DELIVERY**
- 4.1 If a Contract includes any Due Dates, the Supplier acknowledges that time is of the essence in delivering the Supplies.
- 4.2 If the Supplier becomes aware of a potential or actual delay in delivery the Supplier must:
- immediately notify Optus in writing of that actual or potential delay;
 - prepare and submit to Optus in writing the steps being undertaken to overcome the delay and, if applicable, a workaround plan; and
 - comply with any workaround plans agreed in writing with Optus and all reasonable requests made by Optus to prevent or rectify the delay. Optus may, in its discretion, agree in writing to extend a Due Date.
- 4.3 If the Supplier fails to meet a Due Date, without prejudice to the other rights and remedies of Optus, Optus may at its election by notice to the Supplier do any or all of the following:
- impose liquidated damages at the rate of one percent (1%) of the Price per week or part thereof up to a maximum of ten percent (10%) of the Price;
 - claim Loss for such failure;
 - draw down on the whole or any part of the Security Deposit;
 - negotiate a variation in accordance with clause 16.4; and
 - terminate the Contract in whole or in part.
- 5. TERM AND TERMINATION**
- 5.1 The term of the Contract is specified in the Schedule unless:
- it is extended by agreement between the parties in writing prior to expiry; or
 - it is terminated pursuant to clauses 4.3, 5.2 or 5.3.
- 5.2 Provided always that the effective date of termination is no earlier than three (3) months from the commencement of this Contract, Optus may terminate the Contract in whole or part

for convenience by giving the Supplier no less than 30 days' notice without being liable to the Supplier in damages or otherwise, except for payment of the Price for any Supplies accepted by Optus and any reasonable costs incurred by the Supplier prior to the effective date of termination.

- 5.3 Optus may terminate this Contract with immediate effect by giving written notice to the Supplier if:
- without limiting clauses 5.3(c), the Supplier breaches any material provision of this Contract and that breach is not capable of remedy;
 - without limiting clauses 5.3(c), the Supplier breaches clause 16.8 (Singtel Group Supplier Code of Conduct) or any material provision of this Contract that is able to be remedied and fails to remedy the breach within 30 days after receiving written notice requiring it to do so;
 - the Supplier breaches clauses 6.1(d), 6.1(e) or 6.1(f) (Warranties) or any part of clause 11 (Confidentiality and Privacy), clause 12 (Cybersecurity); clause 14 (Anti-Modern Slavery), clause 16.9 (Anti-Bribery and Corruption), clause 16.10 or clause 16.11;
 - an Insolvency Event occurs in respect of the Supplier; or
 - there is a Change in Control of the Supplier.
- 5.4 Termination of this Contract does not affect any accrued rights or remedies a party may have.
- 5.5 Regardless of termination, expiration or completion of this Contract, the rights and obligations of the parties under the terms of this Contract which by their context, intent and meaning would reasonably be expected to survive such termination or expiration or any part thereof will so survive, including but not limited to clauses 4 (Failure or Delay in Delivery), 6 (Warranties), 7 (Indemnities), 8 (Insurance), 9 (Liability), 10 (Intellectual Property Rights), 11 (Confidentiality and Privacy) and 16.6 (Governing Law and Jurisdiction).
- 5.6 The Supplier shall provide prior written notice to Optus, specifying the nature of the Change in Control of the Supplier, the date on which it will occur and the impact of the transaction on the Supplier Group Companies. Such written notice shall be issued no later than three (3) months prior to the effective date of the Change in Control of the Supplier. The Supplier agrees to provide further information regarding the transaction as reasonably requested by Optus.
- 5.7 Upon expiry or termination of this Contract for any reason, all Foreground Intellectual Property in the possession of the Supplier must be delivered up to Optus within five (5) business days. Upon Optus' request, the Supplier must provide reasonable assistance to assist Optus Personnel to understand the Foreground Intellectual Property, including the transfer of know-how.
- 6. WARRANTIES**
- 6.1 The Supplier warrants that:
- all Supplies which are goods:
 - are and will continue during a ninety (90) day period for Software and otherwise for a twelve (12) month warranty period commencing from the date of acceptance of the goods by Optus or such other period specified in the Schedule ('Warranty Period') to be in good working order;
 - are free from defects in design, materials, workmanship and installation;
 - are of acceptable quality and fit for any disclosed purpose and use;
 - match the description, sample or demonstration model; and
 - have clear title and a right to undisturbed possession, and do not have undisclosed securities;
 - all Supplies which are services will be provided in accordance with any relevant and applicable Specifications and with due care and skill, by competent and trained personnel;
 - the Supplies, and Optus' receipt, and reasonable and foreseeable use of the Supplies, will not infringe any Intellectual Property Rights or moral rights of any person;

- (d) it will hold and maintain all licences, rights, titles, consents and other approvals required or necessary to lawfully provide the Supplies;
- (e) all Supplies comply with, and all of its obligations including the provision of the Supplies will be carried out in compliance with, all Laws, all regulations, declarations or directions issued by any Regulatory Authority and Optus Group Policies; and
- (f) it will not introduce any Harmful Code into (i) any Supplies provided by (or on behalf of) the Supplier; (ii) the solutions or systems used in connection with the services or Software; or (iii) the equipment, networks, software, systems and/or solutions of any Optus Group Company which is made available to the Supplier in connection with the Contract..
- 6.2 If at any time during the Warranty Period the Supplier becomes aware, or Optus notifies the Supplier of any failure of a supply to comply with any of the warranties given under clause 6.1, the Supplier, at its cost, will promptly correct that failure at no cost to Optus (without limiting any rights or remedies Optus may have).
- 6.3 This clause 6 applies notwithstanding anything to the contrary in any documentation accompanying, or provided by the Supplier in connection with the Supplies.
- 7. INDEMNITIES**
- 7.1 The Supplier indemnifies Optus, each other Optus Group Company and their Personnel ("those indemnified") against all Loss or other damage suffered or incurred by any of those indemnified (including those suffered or incurred as a result of a claim by a third party against any of those indemnified) in connection with:
- (a) any
- (i) injury to or death of any person whomsoever; or
- (ii) damage to any property whatsoever, due to any act or omission of the Supplier or the Supplier's Personnel arising out of or in any way relating to this Contract or the Supplies;
- (b) any wilful, fraudulent, unlawful or negligent act or omission of the Supplier or any of the Supplier's Personnel;
- (c) a breach of clauses 6.1(d), 6.1(e) or 6.1(f) (Warranties) or any part of clause 10 (Intellectual Property Rights), clause 11 (Confidentiality and Privacy) or clause 12 (Cybersecurity), including without limitation any amount incurred or paid by Optus as compensation for Loss for an interference with the privacy of an individual under the *Privacy Act 1988* (Cth);
- (d) any claim, demand, allegation or proceeding by a third party alleging that any of the Supplies, or their use in accordance with this Contract, infringes the Intellectual Property Rights of any person;
- (e) any breach of any part of clause 14 (Anti-Modern Slavery); or
- (f) any breach of any part of clause 16.9 (Anti-Bribery and Corruption);
- (g) any breach of any part of clauses 16.10 or 16.11;
- (h) any Sanctions issued prohibiting the provision, procurement, use and/or maintenance of the whole or part of any of the Supplies Delivered or to be Delivered, and whether in transit, installed or accepted by Optus,
- including any fines, penalties or other pecuniary liability imposed by any Regulatory Authorities or other law enforcement agencies by reason of any of the matters referred to in this clause 7.1.
- 7.2 Notwithstanding anything contained in this Contract, in the event any Regulatory Authority or other law enforcement agencies impose any fines, penalties or other pecuniary liabilities upon Optus or any other Optus Group Company by reason of the use or operation by Optus or an Optus Group Company of the Supplies or for any other reason whatsoever, the Supplier shall fully indemnify and compensate Optus and each Optus Group Company ("those indemnified") for the full amount of any fines, penalties or other pecuniary imposition imposed by any Regulatory Authorities or other law enforcement agencies on those indemnified if the same results from any breach of the Contract or any act, negligence, omission, default or fraud of the Supplier or its Personnel.
- 7.3 Optus holds the benefit of the indemnities in clauses 7.1 and 7.2 on trust for each of those indemnified and can, if requested by any of them, enforce it on their behalf.
- 7.4 Optus indemnifies the Supplier against all Loss or other damage suffered or incurred by the Supplier (including those suffered or incurred as a result of a claim by a third party against the Supplier) caused by:
- (a) any
- (i) injury to or death of any person whomsoever; or
- (ii) damage to any property whatsoever, due to any act or omission of Optus or Optus' Personnel arising out of Optus' performance of the Contract.
- (b) a breach by Optus of clause 11.
- 8. INSURANCE**
- 8.1 Without prejudice to the Supplier's liability under the indemnities in clause 7 above, the Supplier shall maintain or cause to be maintained during the term of the Contract, the following policies of insurance at its own cost and expense:
- (a) comprehensive general liability insurance against injury to persons and damage to property to the value of two (2) times the total Price of the Contract or Australian Dollars Ten Million (\$10,000,000), whichever is higher, per occurrence;
- (b) professional indemnity insurance to the value of the total Price of the Contract or Australian Dollars Five Million (\$5,000,000), whichever is higher, per claim;
- (c) all workers compensation insurance required by law;
- (d) insurance in respect of the transit of goods supplied under the Contract;
- (e) insurance against damage to all goods (including all Supplies undergoing construction/ installation and repair) up to the total Price of the Contract;
- (f) contractors' all risk insurance, where construction works are carried out by the Supplier, to the value of (i) in respect of material damage, the total Price of the Contract; and (ii) in respect of third party liability, Australian Dollars Ten Million (\$10,000,000) per occurrence; and
- (g) any other insurance that Optus requires the Supplier to take out to cover such amount and in such manner as may be set out in the Contract.
- 8.2 Where required by Optus, each policy of insurance set forth in clause 8.1 shall:
- (a) expressly provide for the waiver of any and all rights of subrogation against Optus to which the insurer may otherwise be entitled; and
- (b) include an automatic reinstatement clause, such that if the amount of insurance coverage is reduced as a result of a claim, then the level of insurance coverage will automatically be restored to the amount that applied prior to the claim having been made, and the cost of any additional premium shall be met by the Supplier.
- 8.3 Where required by Optus, each policy of insurance set forth in clause 8.1, except clauses 8.1 (c), 8.1 (d) and 8.1 (e), shall:
- (a) include Optus as a co-insured party, except for professional indemnity insurance where Optus shall be endorsed as principal such that Optus is indemnified for any claims which arise out of the Supplier's fulfilment of its obligations under the Contract; and
- (b) include a cross-liability clause such that the insurance shall apply to Optus and the Supplier and/or any other insured party as separate insured parties.
- 8.4 With respect to professional indemnity insurance, the policy is to be maintained during the term of the Contract plus seven (7) years from the date of the expiry of the Contract.
- 8.5 Each policy of insurance set forth in clause 8.1 shall be maintained by Supplier with a reputable insurer as reasonably assessed by Optus.
- 8.6 A copy of the certificate of insurance issued in respect of each policy of insurance required by virtue of clause 8.1 shall be furnished to Optus, together with any other reasonable evidence that the Supplier has complied with and continues to comply with its obligations under this clause 8 as Optus may from time to time require.

- 8.7 In the event that the Supplier neglects or fails to maintain, or allows or causes any of its sub-contractors not to maintain, the policies of insurance in accordance with clause 8.1 and, if applicable, clauses 8.2 and 8.3, Optus shall have the right (but shall not be obliged) to arrange for such policies of insurance and the Supplier shall bear all costs and expenses (including the premiums) in connection therewith.

9. LIABILITY

- 9.1 The parties exclude the operation of Part 4 of the Civil Liability Act 2002 (NSW).
- 9.2 Each party's liability to pay for any Loss to the other party is reduced to the extent the liability was caused by the negligence of the other party or any of its Personnel.
- 9.3 Except where to do so would contravene any statute or cause any part of this clause to be void or unenforceable:
- (a) subject to clause 9.6, the Supplier limits its aggregate liability for Loss under the Contract to an amount equal to the greater of two (2) times the Price or \$5 million.
 - (b) subject always to clause 9.4, Optus limits its aggregate liability for Loss under the Contract to an amount equal to 5% of the total amounts paid or payable by Optus for the Supplies under the Contract (in addition to and without limiting Optus' obligations to pay for the Supplies in accordance with clause 3), except under an indemnity in clause 7.4, in which case Optus limits its aggregate liability for Loss under the Contract to an amount equal to the total contract value to be paid by Optus to the Supplier.
- 9.4 Except where to do so would contravene any statute or cause any part of this clause to be void or unenforceable, Optus excludes liability for indirect loss, any loss of revenue, or any loss of profit.
- 9.5 Except where to do so would contravene any Law or cause any part of this clause to be void or unenforceable, each party excludes all terms implied, by statute, in fact, at law or otherwise.
- 9.6 The limitation of liability in clause 9.3(a) does not apply to the Supplier's liability under or in connection with the indemnities in clause 7, any claim by a third party (including under any indemnity), any fines, penalties or other pecuniary liability imposed by any Regulatory Authorities or any liability under clauses 14 (Anti-Modern Slavery) and 16.9 (Anti-Bribery and Corruption).

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 To the extent that the Supplies contain material that contains or is constituted by Background Intellectual Property of the Supplier, the Supplier's licensors or any third party at the commencement of the Contract:
- (a) the Supplier grants, with regard to all Background Intellectual Property which is vested in the Supplier, an irrevocable, royalty free, perpetual license to copy, use and modify such material to the extent required to enable Optus to fully utilize the Supplies; and
 - (b) the Supplier shall, with regard to all Background Intellectual Property which is vested in the Supplier's licensors or a third party, enter into the necessary arrangements such that the third party grants Optus a licence to do the acts stated in Clause 10.1(a).
- 10.2 All rights or title, or interest in, all Foreground Intellectual Property shall on its creation vest immediately in and shall be the sole and exclusive property of Optus unless as otherwise agreed by the parties in writing. Optus may at any time request in writing that the Supplier deliver up any Foreground Intellectual Property to Optus and the Supplier must provide such Foreground Intellectual Property to Optus within five (5) business days of Optus' request. Upon Optus' request, the Supplier must provide reasonable assistance to assist Optus' personnel to understand the Foreground Intellectual Property, including the transfer of know-how.

- 10.3 To the extent necessary and required for the Supplier to Deliver Supplies under the Contract, Optus may procure for or provide to the Supplier, a right to use Background Intellectual Property owned by Optus or a third party for such limited purpose, at Optus' sole discretion and subject to any notified terms and conditions. The Supplier undertakes not to, and not to cause a third party to, use such Background Intellectual Property for any unauthorised purpose, including but not limited to, any unauthorised use or application, reverse engineering, or aiding or assisting in the reverse engineering of all or any part of such Background Intellectual Property.

11. CONFIDENTIALITY AND PRIVACY

- 11.1 Each party shall exercise the same degree of care to guard against disclosure or use of the other party's confidential information as it employs with respect to its own confidential information but, in any event, not less than reasonable care. Each party shall not use or disclose the other party's confidential information except to fulfill its obligations under the Contract.
- 11.2 Without limiting the effect of any other provision of this Contract, the Supplier:
- (a) must ensure that any collection, use, disclosure or transfer of Personal Information in the course of performing its obligations under the Contract complies with all applicable laws, rules and regulations in Australia, including without limitation:
 - (i) the Privacy Act 1988 (Cth) and the Australian Privacy Principles; and
 - (ii) Part 13 of the Telecommunications Act 1997 (Cth);
 - (b) must not use or disclose Personal Information relating to the customers (whether actual or prospective) or Personnel of any Optus Group Company outside of Australia;
 - (c) must, at its cost, promptly notify Optus of any actual, or suspected data breach relating to Personal Information of Personnel or customers (whether actual or prospective) of any Optus Group Company by providing details of the data breach;
 - (d) must, at its cost, provide all reasonable assistance to Optus and also in relation to any investigations or requests made by individuals or Australian government authorities relating to Personal Information;
 - (e) must, in relation to an actual or suspected data breach: (i) take all steps to remedy it and mitigate against a re-occurrence; and (ii) comply with all reasonable directions given by Optus pursuant to Optus' obligations under the Privacy Act 1988 (Cth) and the Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth);
 - (f) if requested by Optus, promptly return to Optus, or destroy, all copies of Personal Information of Personnel or customers (whether actual or prospective) of any Optus Group Company that relates to this Contract; and
 - (g) to the extent permitted by law, must not notify any other person or party about the data breach without Optus' express prior written consent.
- 11.3 The Supplier may be given access to Optus', Optus' employees and Optus' customers' information assets to allow the Supplier to comply with its obligations under the Contract. The Supplier must protect the confidentiality, availability and integrity of Optus', Optus' employees' and Optus' customers' information assets, including but not limited to by:
- (a) implementing appropriate security policies and practices, consistent with the most current version of AS/ISO 17799; and
 - (b) complying with all applicable privacy, spam and cyber crime legislation.
- 11.4 Except to the extent approved by Optus in writing in relation to Optus Data stored in Australia, the Supplier must not use, disclose or provide access to or allow any of its Personnel to use or disclose or provide access to, any such Optus Data in or to a location outside of Australia.
- 11.5 Where Personal Information is provided to the Supplier in a specific country, before the Supplier transfers such Personal Information out of that country, the Supplier must obtain the prior written consent of Optus. Where such consent is given,

unless otherwise required by Optus, the Supplier shall prior to any such transfer ensure that the recipient entity in the country where the Personal Information is being transferred to has entered into a written agreement with the Supplier and Optus which imposes upon that recipient entity confidentiality and other terms that are no less restrictive than the requirements imposed upon the Supplier by this clause 11.5, mutatis mutandis, at the Supplier's cost and expense.

- 11.6 Without limiting the effect of any other provision of this Contract, the Supplier must comply with the privacy and security policies, procedures, requirements and standards which form part of the Optus Group Policies.
- 11.7 Except as required by law or the rules of any stock exchange a party may not make any public statement about this Contract unless it has first obtained written consent from the other party.
- 11.8 The Supplier agrees and acknowledges that, in performing its obligations under the Contract, it must take all reasonable steps under the Privacy Act 1988 (Cth) to prevent misuse, interference, loss, unauthorised access, modification or disclosure of Personal Information.
- 11.9 Where applicable, the Supplier must, in performing its obligations under the Contract, retain all of the types of information specified under section 187AA of the Telecommunications (Interception and Access) Act 1979 (Cth) ('TIAA'), and any documents containing such information, for a period of at least two years, or for the life of the account plus two years after the date of its closure, from when such information or documents ('Retained Data') came into existence according to section 187C of the TIAA. If Optus is required to provide Retained Data to a government authority under the TIAA, the Supplier must, upon request, provide Optus with access within the time specified by the government authority or as soon as practicable if no time is specified.
- 11.10 The Supplier must ensure that all of the Supplies delivered, systems, facilities and all other equipment and infrastructure used by the Supplier and any of its Personnel and subcontractors are free of Harmful Code and have anti-virus tools installed, enabled and configured to use the latest signature files provided by the anti-virus vendor.
- 11.11 The Supplier agrees and acknowledges that monetary damages are not a sufficient remedy for any breach of this clause and that Optus shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.

12. CYBERSECURITY

- 12.1 In supplying the Supplies, the Supplier shall implement administrative, physical and technical safeguards that are no less rigorous than accepted industry practices on cybersecurity such as ISO27002, NIST Cybersecurity Framework, or other similar industry standards for cybersecurity.
- 12.2 When access to Optus Group systems or networks are in the scope of the engagement, then without prejudice to the generality of clause 12.1, the Supplier shall comply with all of Optus' cybersecurity requirements, directions, policies and procedures as specified in the Contract or which are notified to the Supplier from time to time during the term of the Contract.
- 12.3 If the Supplier becomes aware of any actual or suspected:
- action taken through the use of computer networks that results in an actual or potentially adverse effect on the Supplier's information system and/or Optus Data residing on that system ("**Cyber Incident**"); or
 - any other unauthorised access or use by a third party or misuse, damage or destruction by any person ("**Other Incident**"),
- without limitation to any other obligations arising out of the Contract, the Supplier must:
- notify Optus in writing immediately after becoming aware of the Cyber Incident or Other Incident; and

- comply with any directions issued by Optus in connection with the Cyber Incident or Other Incident, including in relation to:
 - obtaining evidence about how, when and by whom the Supplier's information system and/or the Optus Data has or may have been compromised, providing it to Optus on request, and preserving and protecting that evidence for a period of up to twelve (12) months;
 - implementing any mitigation strategies to reduce the impact of the Cyber Incident or Other Incident or the likelihood or impact of any future similar incident; and
 - preserving and protecting Optus Data (including as necessary reverting to any backup or alternative site or taking other action to recover Optus Data).

12.4 The Supplier must ensure that:

- all subcontracts and other supply chain arrangements, which may allow or cause access to Optus Data, contain no provisions that are inconsistent with clauses 12.1 to 12.3; and
- all of the Supplier's Personnel and subcontractors who have access to Optus Data comply with clauses 12.1 to 12.3.

12.5 The Supplier must do all things necessary to confirm its compliance with the obligations set out in clause 11.3 and this clause 12, as well as any applicable laws, regulations and industry standards on cybersecurity. Without limitation to the foregoing, upon Optus' written request, the Supplier:

- shall promptly and accurately complete a written information security/cybersecurity questionnaire provided by Optus or a third party on Optus' behalf regarding the Supplier's business practices and information technology environment in relation to all Supplies being provided by the Supplier to Optus pursuant to the Contract. The Supplier shall fully cooperate with such inquiries; and
- shall provide Optus or, upon Optus' election, a third party on Optus' behalf, access to perform an assessment, audit, examination or review of all controls in the Supplier's physical and/or technical environment in relation to all Supplies being supplied to Optus pursuant to the Contract. Such access shall include access to knowledgeable Supplier's Personnel, physical premises, documentation, infrastructure (including but not limited to facilities, networks, systems and equipment), application software and subcontractors that are used to supply the Supplies to Optus under the Contract. In addition, upon Optus' written request, the Supplier shall provide Optus with the results of any audit by or on behalf of the Supplier performed that assesses the effectiveness of the Supplier's cybersecurity program as relevant to the Supplies being supplied to Optus under the Contract. If the assessment, audit, examination or review identifies any breach, the Supplier shall do all things necessary to promptly remedy the breach. The requirement to remedy the breach is in addition to any other right or remedy of Optus in the Contract.

13. WORK HEALTH & SAFETY

- 13.1 The Supplier must ensure so far as reasonably practicable that its Personnel and any subcontractor it engages in accordance with this Agreement:
- comply with the WHS Laws as applicable; and
 - comply with any relevant Standards where Optus notifies the Supplier that a particular Standard must be complied with.

13.2 The Supplier shall notify Optus immediately in writing of any Serious Incident which occurs during the delivery or performance of the deliverables under this Agreement.

14. ANTI-MODERN SLAVERY

- 14.1 The Supplier must comply with all Modern Slavery Laws in providing the Supplies under the Contract, at its own cost.

- 14.2 The Supplier represents and warrants that neither the Supplier nor any of its officers, agents, or employees:
- (a) has been convicted of any offence under any of the Modern Slavery Laws;
 - (b) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or Regulatory Authority regarding any offence or alleged offence, or breach or alleged breach of, or in connection with any of the Modern Slavery Laws; or
 - (c) is aware of any circumstances within the Supplier's supply chain and organization that could give rise to an investigation, inquiry or enforcement proceedings by any governmental, administrative or Regulatory Authority regarding any offence or alleged offence, or breach or alleged breach of, or in connection with any of the Modern Slavery Laws.
- 14.3 Without limiting clause 14.1, the Supplier:
- (a) must comply, and use all reasonable endeavours to ensure that all persons in its supply chains at all times comply, with all Modern Slavery Laws; and
 - (b) must not, and use all reasonable endeavours to ensure that all persons in its supply chains do not, do anything to put Optus in breach of any Modern Slavery Laws,
- including by implementing appropriate policies and due diligence procedures and using reasonable endeavours to obtain and exercise audit rights with respect to its suppliers and subcontractors.
- 14.4 The Supplier must notify Optus in writing as soon as practical after it becomes aware of any actual or reasonably anticipated breach of any of the provisions of this Clause 14, and take all actions necessary to return to compliance. Such notice must set out full details of the circumstances concerning the actual or reasonably anticipated breach of any of the Modern Slavery Laws.
- 14.5 The Supplier must provide Optus with all information reasonably requested by Optus in connection with the Supplier's compliance with this Clause 14.
- 14.6 The Supplier must, during the term of the Contract and for the period of 6 years thereafter, maintain such records relating to the Supplies provided to Optus under the Contract to enable Optus to determine the Supplier's compliance with this Clause 14, including records relating to its structure, operations and supply chains, the risks of Modern Slavery in its operations and supply chains including that of its subsidiaries, the actions taken by it to assess and address those risks, including due diligence and remediation processes (including anti-Modern Slavery policies and processes) and how it assesses the effectiveness of those actions.
- 14.7 Optus may, at its cost and on reasonable notice to the Supplier, request, and inspect the records described in Clause 14.6 at any time during the period described in that clause.
- 14.8 Optus (or a third party acting on its behalf) shall have the right from time to time at its own cost to audit the Supplier's operations, facilities and working conditions, procedures and systems to satisfy itself as to the Supplier's compliance with the Contract (including without limitation this Clause 14) and, for that purpose, the Supplier agrees to do all things reasonably requested by Optus, including by permitting access to its premises during normal working hours, upon receipt of reasonable notice, and using reasonable endeavours to procure access to any premises of the Supplier's sub-contractors or agents where the Supplies are being performed.
- 14.9 The Supplier shall, at its own cost, perform appropriate remediation actions to address any issues or failures identified by an audit carried out pursuant to Clause 14.8, within such timeframe as is reasonably specified by Optus. The nature of the remediation action to be taken is at the discretion of the Supplier, but such action must address the relevant findings of the audit.
- 14.10 Optus may, by written notice to the Supplier, require that the Supplier immediately cease undertaking any Supplies or any

other activity carried out by the Supplier if Optus in its absolute discretion considers that there has been a non-compliance with any of the obligations under this Clause 14. If Optus gives such a notice:

- (a) the Supplier must, at the Supplier's cost, immediately rectify the non-compliance or breach referred to in Optus' notice to Optus' satisfaction; and
- (b) if the Supplier fails to comply with its obligations under Clause 14.10(a) the Supplier will be deemed to be in breach of this Clause 14 until such breach is rectified to Optus' satisfaction.

- 14.11 If the Supplier fails to comply with Clause 14, or Optus forms the opinion on reasonable grounds that the Supplier has breached or is reasonably anticipated to breach Clause 14, Optus may terminate the Contract immediately upon written notice to the Supplier. The rights contained in this Clause 14.11 are in addition to and complement the rights of termination contained in Clause 5 or any other right of Optus provided in this Contract.

15. SECURITY DEPOSIT

- 15.1 Unless specified otherwise in the Contract, within two (2) weeks of the date of Contract or at any other time required by Optus, the Supplier shall, lodge with Optus a Security Deposit in the Required Form for the due, faithful and complete performance of the Contract and the observance by the Supplier of all stipulations, conditions and obligations on the part of the Supplier herein contained.

- 15.2 In the event of default by the Supplier in complying with the stipulations, conditions and obligations contained in the Contract, Optus exercises termination rights under clause 5.3 or the Supplier suffers an Insolvency Event, the Supplier shall forfeit to Optus the Security Deposit or any part thereof as may be necessary to remedy such defaults or compensate Optus, provided that within three (3) months from the date of acceptance of all Supplies by Optus, and provided further that the stipulations, conditions and obligations on the Supplier's part have in the opinion of Optus been duly and faithfully observed, Optus shall return the cashier's order or discharge the banker's guarantee or performance bond for the full value or the balance thereof without any interest payable thereon by Optus to the Supplier, as the case may be.

- 15.3 If the Security Deposit is forfeited under this clause 15, in whole or part, or drawn down under clause 4, the Supplier shall, if requested by Optus, immediately lodge with Optus an additional Security Deposit so that the aggregate amounts of all Security Deposits equal the amount specified in the definition of Security Deposit.

16. GENERAL PROVISIONS

- 16.1 The Supplier must not assign or attempt to assign or otherwise transfer any right or obligation arising out of the Contract, without the written consent of Optus, which Optus may not withhold unreasonably. Optus may at any time assign or novate any or all of its rights and/or obligations under the Contract to any of its Related Bodies Corporate without the Supplier's prior written consent. The Supplier must promptly execute all documents reasonably required by Optus to effect such assignment or novation at the Supplier's own cost.
- 16.2 Nothing in the Contract constitutes any relationship of employer and employee, principal and agent or partnership between any Optus Group Company and the Supplier.
- 16.3 If any part of the Contract is illegal or unenforceable, the rest may be enforced to the extent possible.
- 16.4 Any variations to the Contract must be evidenced in writing signed by both parties.
- 16.5 Notwithstanding anything in this Contract, Optus may, in its sole discretion, reserve the right to enter into any negotiations, arrangements or agreements with any person and entity (other than the Supplier) for the purchase or supply of the same or similar supplies contained or referred to in this Contract without being liable to Supplier in any way whatsoever.

16.6 This Contract is governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of that State.

16.7 This Contract constitutes the entire agreement between the parties as to its subject matter, and in relation to that subject matter, supersedes all previous agreements, arrangements and representations between the parties in relation to that subject matter.

16.8 The Supplier shall (and shall use its reasonable endeavors to procure that its Personnel shall) at all times comply with the Singtel Group Supplier Code of Conduct (a copy of which is available at: <http://singtel.com/about-us/tenders> ("SCC"), as may be updated or varied from time to time, which includes but is not limited to the protection of the environment, employee health and safety, labour, and employment practice. Optus may from time to time require the Supplier and/or its subcontractors (if any) to perform a self-assessment, and/or engage a third party to conduct an on-site evaluation and/or inspection of the Supplier's systems, processes, operations and/or facilities and/or of its subcontractors (if any) ("Evaluation") to ensure compliance of the SCC. The Evaluations shall be performed no more than once in any two (2) year period, and the cost of the Evaluation shall be borne by Optus if the Evaluation reveals that the Supplier complies with the SCC. In the event the Supplier and/or its Personnel breach the SCC, the Supplier shall promptly notify Optus and give full details of such breach. Without prejudice to the other rights and remedies of Optus hereunder, at law or in equity, if the Supplier breaches the SCC, Optus may terminate the Contract pursuant to clause 5.3(b).

16.9 Anti-Bribery and Corruption:

- (a) The Supplier represents, warrants and agrees that the Supplier and all of its Personnel:
 - (iv) are in compliance and will remain in compliance with all applicable anti-bribery Laws; and
 - (v) prior to entering into this Contract have not, and shall not during the term of this Contract, give or offer to give or authorize to give to any person, or request or accept or authorize the request or acceptance of, directly or indirectly, any gratification, including any gift or consideration of any kind, facilitation payments, or anything of value (including without limitation to cash, cash equivalents like gifts, services, employment offers, loans, travel and entertainment, charitable donations, sponsorships, business opportunities, favourable contracts or giving anything even if nominal in value) as an inducement or reward for doing or not doing, or for having done or not done any action, or for receiving an improper or unfair advantage in relation to this Contract.
- (b) The Supplier shall immediately give written notice to Optus upon a breach, or suspected breach, of any of its obligations under clause 16.9(a).

For the purposes of this clause, "**Personnel**" means the Supplier's employees, vendors, subcontractors, contractors, advisers, representatives, agents and any other third parties with whom the Supplier transacts.

16.10 Import and/or Export:

- (a) The Supplier acknowledges that the supply of the Supplies and related technical data may be subject to import, export or re-export authorisation from the Government of Australia or other countries; and
- (b) The Supplier shall comply with all Laws including those in relation to import, export, re-export, and any restrictions on the transfer of goods, services or technology, familiarise itself with the relevant export authorisation procedures and obligations, and shall not directly or indirectly import, export or re-export any goods, services or related technical data or technology without first obtaining applicable authorisation from the relevant Regulatory Authority. On Optus' request, the Supplier shall promptly provide any other information

required to comply with Laws including without limitation applicable export control classification number and country of origin.

- (c) In the case where the Supplier has, at the time of submission of its tender for the Supplies, stated that an import, export, re-export or other permit is not required to ship the Supplies to Australia or such other country as may be stipulated in a Purchase Order (the "**Foreign Country**"), when such import, export, re-export or other permit is required, then the Supplier shall be liable for any Loss or other damages which Optus may sustain should there be a delay or refusal in the grant of import, export, re-export or other permit by appropriate authority for the shipment of the Supplies to Australia or to the Foreign Country, resulting in any delay or failure in the Delivery of the Supplies to Optus.

16.11 The Supplier and/or each Supplier Group Company represents and warrants that neither it nor any of its officers, directors or Personnel:

- (a) is the subject of any Sanctions administered or enforced by any Regulatory Authority or listed under any US Restricted Persons List or other similar lists, regulations or orders issued by any Regulatory Authority;
- (b) have violated or during the term of this Contract will violate any Laws;
- (c) whether directly or indirectly export, re-export, import or transfer goods and/or services, or have funded or engaged, is funding or engaging, or will fund or engage in any activities with any individual or entity listed under the US Treasury Department's list of Specially Designated Nation, the US Commerce Department's Table of Denial Orders, US Embargoes Countries, US Restricted Persons Lists or listed under other similar lists, regulations or orders issued by any Regulatory Authority or involved in any activities restricted under the Law whether in connection with this Contract or otherwise; and
- (d) it shall not use any information, goods and/or services for military purposes including espionage (whether cyber-espionage attacks or otherwise) or sell, design, develop, produce, manufacture, stockpile or in any manner handle conventional weapons and/or nuclear, chemical, biological weapons or missiles ("Weapons of Mass Destruction") in violation of any Laws. The Supplier Group Companies further agrees that it will not provide any goods and/or services to any third party if the Supplier Group Companies know or there are sufficient reasons to suspect that the end user of any such goods and/or services will use them for military purposes including espionage (whether cyber-espionage attacks or otherwise) or for the development, and/or manufacture of any Weapons of Mass Destruction.

For the purposes of this clause, "US Embargoed Countries" means countries that are subject to a comprehensive embargo under the US Export Administration Regulations ("EAR") or the US Office of Foreign Assets Control ("OFAC") regulations (as of December 2012, Cuba, Iran, Sudan, Syria, and North Korea). "US Restricted Persons List" means the Denied Persons List, and the Entity List, both under the EAR including the OFAC's list of Specially Designated Nationals and Blocked Persons.

Notwithstanding any provision to the contrary in this Contract, Optus may suspend or terminate the Contract immediately without any liability to the Supplier, in the event of a breach by the Supplier of this clause and/or clause 16.10.

SIMPLE SUPPLY AGREEMENT – SCHEDULE						
OPTUS DETAILS						
Company Name						
Company ABN						
OPTUS CONTRACT REPRESENTATIVE						
Name						
Telephone						
Mobile						
Email						
Address						
SUPPLIER DETAILS						
Company Name						
Company ABN						
Trading Name						
SUPPLIER CONTRACT REPRESENTATIVE						
Name						
Telephone						
Mobile						
Email						
Address						
Postal Address						
FEES AND CHARGES						
Monthly Fees (ex. GST)						
Minimum Period (Months)						
Total Contract Value (ex. GST)						
Total GST						
Total Contract Value (incl. GST)						
SECURITY DEPOSIT						
A Security Deposit of 5% is required, in accordance with the terms and conditions of this Simple Supply Agreement, unless specified otherwise.						
Tick here if a Security Deposit is not required: ☐						
If a Security Deposit in excess of 5% is required, insert amount here: %						
ITEM	MATERIAL NUMBER	DESCRIPTION	SUPPLIER PART NUMBER	QUANTITY	UNIT PRICE	TOTAL
TOTAL LINE ITEM PRICE (AUD)						\$
DETAILS OF SUPPLIES (CONTRACT DESCRIPTION – EG. SUPPLY OF LABELS)						
SUPPORT PERIOD						
SERVICE PERIOD						
The Supplies will be provided for a period of [] months, commencing [Effective Date] and ending on [date] (Expiry Date)						
PERFORMANCE STANDARDS AND MEASURES (IF ANY)						
ACCEPTANCE TESTING PROCEDURE (IF APPLICABLE)						
WARRANTY PERIOD (IF DIFFERS FROM THOSE STATED IN CLAUSE 6.1(a)(i))						
The Warranty Period shall be for a period of [] days/months/years commencing from [].						
RESPONSE AND RESTORATION TIMES (IF APPLICABLE)						
PROJECT PLAN WITH TIME OF MAJOR DELIVERABLES AND MILESTONES						
FACILITIES AND ASSISTANCE TO BE PROVIDED BY OPTUS (IF ANY)						
DOCUMENTATION TO BE PROVIDED TO OPTUS (IF ANY)						

KEY PERSON TO BE PROVIDED BY THE SUPPLIER

This Schedule does not authorise the Supplier to commence delivery of the Supplies, which may only be authorised by a Purchase Order.

The terms and conditions of this Simple Supply Agreement apply to this Schedule and the provision of the Supplies.