

The following terms apply to goods or services purchased by a Telstra Group Entity under a Purchase Order ("PO").

1 ORDERING SUPPLIES

1.1 Purchase Orders: Telstra may order the Supplies by issuing a PO to the Supplier. The Supplier will not be obliged to provide and must not charge Telstra for any Supplies unless and until Telstra has issued a PO for those Supplies. The PO, together with these terms and conditions (**T&Cs**), is a binding agreement between the parties (**Agreement**).

1.2 Online ordering and invoicing: Telstra may make an online ordering and invoicing facility available to the Supplier, in which case the Supplier must use that facility for ordering and invoicing.

1.3 Term: The Agreement commences on the earlier of: (a) the date that the Supplier confirms its acceptance of the PO electronically or in writing; and (b) the date the Supplier commences providing or performing the Supplies, and continues until the later of: (c) the expiry date if specified in the PO; or (d) until all Supplies have been provided or performed under the PO, (**Term**).

1.4 SOW: The parties acknowledge that, if there is a SOW included with the PO, the SOW will form part of the Agreement. The PO will specify whether a SOW is included. Telstra's only obligation under an SOW will be to supply the Telstra inputs (if any) expressly identified in the SOW. If Telstra fails to provide any input as required under the SOW, the Supplier's sole remedy will be to require Telstra to re-supply that input.

1.5 Inconsistency: If there is an inconsistency between one or more of the documents which constitute the Agreement, the order of precedence will be: (a) these T&Cs; (b) a document (other than a PO or SOW) expressly incorporated by reference in these T&Cs; (c) the PO (including a SOW); (d) a document expressly incorporated by reference in the PO or SOW.

2 PROVIDING SUPPLIES

2.1 Delivery of Supplies: The Supplier must deliver the Supplies and any relevant Documentation to Telstra at the location(s) and by the due date specified by Telstra (or if no due date is specified, within 30 days of the issue of the PO) (**Delivery**).

2.2 Title to Supplies: Title to and risk in any Supplies passes to Telstra free of any encumbrances on Delivery.

2.3 Acceptance: If the PO or SOW identifies that a Supply will be subject to a specified acceptance process, the Supplier comply with that acceptance process.

2.4 Provision of Supplies: The Supplier must:

- provide Supplies in accordance with the Agreement;
- perform its obligations with due care and skill and in a manner consistent with applicable industry standards;
- meet or exceed any agreed service levels or performance criteria specified in the PO or SOW;
- ensure that the Supplies: (i) are fit for the purposes expressly set out in the Agreement; and (ii) comply with any Specifications and any applicable Laws or Australian Standards;
- comply, and ensure its Personnel comply, with all Telstra Policies and applicable Laws in respect of the performance of its obligations under the Agreement; and
- maintain appropriate resources and all authorisations and licences required to provide the Supplies.

2.5 Packaging and labelling: The Supplier must ensure that any Supplies that are physical goods are packed, marked and labelled so as to prevent damage during transit and in accordance with any: (a) applicable Laws; and (b) requirements set out in the PO or SOW.

2.6 Documentation: The Supplier must provide Telstra with Documentation containing sufficient information to enable Telstra to make full use of the Supplies.

2.7 Access to Telstra environments: The Supplier must only access Telstra's premises, facilities or systems for the purposes approved in writing in advance by Telstra. In doing so, the Supplier must comply with: (a) reasonable directions from Telstra; and (b) industry best practice.

2.8 Health, safety and environment (HSE): The Supplier must: (a) comply with: (i) all applicable HSE Laws and Telstra Policies; (ii) any additional HSE obligations in the PO or SOW; and (iii) any reasonable directions or requests by Telstra; (b) ensure that its Personnel are appropriately inducted, trained and

supervised in relation to: (i) HSE risks associated with provision or performance of the Supplies; (ii) procedures required to manage those risks; and (iii) applicable HSE Laws and Telstra Policies;

(c) have in place, and fully comply with, HSE management systems that are consistent with Australian and New Zealand Standards AS/NZS 4801 and AS/NZS 14004 (or international equivalents); (d) immediately notify Telstra of any Incidents that occur during the provision of the Supplies; and

(e) without limiting cl 11.2, permit Telstra to: (i) upon reasonable notice, review, inspect, audit compliance or observe the Supplier's HSE management systems, work practices and procedures applicable to the Supplier's obligations under the Agreement; and (ii) inspect or test Supplier Personnel as permitted by, or as required under, applicable HSE Laws or Telstra Policies.

2.9 Business continuity: The Supplier must maintain and implement business continuity and disaster recovery (**BCDR**) procedures to enable continuity in the provision of the Supplies in the event of a Disaster and comply with any BDCR obligations specified in the PO or SOW.

3 DELAY

3.1 Delay: If the Supplier becomes aware of any delay (or likely delay) in Delivery, the Supplier must notify Telstra as soon as practicable of the details of the delay and Supplies affected and any additional time reasonably required (**Delay Notice**).

3.2 Delay consequences: The Supplier must take all reasonable steps to mitigate and minimise the effects of any delay. If the Supplier has provided Telstra with a Delay Notice, Telstra may agree to extend the affected due date by a reasonable period.

3.3 Delay Costs: Where Telstra extends a due date under cl 3.2 and the Supplier is responsible for the delay, the Supplier will reimburse Telstra for additional substantiated costs reasonably incurred by Telstra during the period of such extension (**Delay Costs**). The Delay Costs will be reduced to the extent that Telstra is responsible for the delay.

3.4 Force Majeure: A party will not be liable for any failure or delay in the performance of its obligations under the Agreement to the extent that such failure or delay: (a) is caused by a circumstance not within the reasonable control of the party; and (b) could not have been reasonably avoided, prevented or circumvented by the party.

4 RESALE

4.1 Applicability of this clause: This cl 4 applies if the Supplies are provided for resale to Customers.

4.2 Supply for resale: The Supplier must: (a) provide the Supplies ordered for the purposes of resale to Customers; and (b) ensure the Supplies comply with all applicable requirements of the ACL that would apply to the Supplies if the Supplier were supplying them directly to customers.

4.3 Telstra resale rights: Telstra may: (a) market, distribute, bundle and resell (and, where applicable, sub-license) the Supplies to Customers in any manner whatsoever; (b) determine the price that it charges Customers for the Supplies; and (c) use any Supplies intended for resale itself. Any liability of Telstra in relation to the use of the Supplies by a Customer will be limited to the amount (if any) that Telstra actually recovers from the Customer in relation to that use.

4.4 Assistance by Supplier: The Supplier must provide assistance to Telstra, the Customer and any Telstra Third Parties as reasonably requested to enable Telstra to resell the Supplies to Customers.

4.5 Consents: If Telstra notifies the Supplier that it must obtain consent from a Customer in relation to the Supplies, the Supplier must not commence providing the Supplies to, or in connection with, that Customer unless and until Telstra notifies the Supplier in writing that such consent has been obtained.

4.6 Customer communication: Except as required or permitted by Law or as expressly agreed by Telstra, the Supplier must not, and must ensure that its RBCs and Personnel do not: (a) communicate with Customers in relation to the Supplies; and (b) directly or indirectly, deal with, market to, or sell to, any Customers using information generated, obtained or produced under or in

connection with the Agreement.

4.7 Marketing and branding: The Supplier grants to Telstra a non-exclusive, royalty-free, non-transferable right and licence to use and reproduce any trademarks, names or logos of the Supplier and any documentation and other promotional material related to the Supplies for the purpose of resale of the Supplies.

4.8 Customer Contracts: Where Telstra resells Supplies to a Customer, Telstra may enter into an agreement with that Customer for the provision of the Supplies (**Customer Contract**). Telstra may include terms in a Customer Contract: (a) that are equivalent to the rights granted to, and the obligations owed to, Telstra under this Agreement; and (b) the performance of which are reliant on the Supplier fulfilling its obligations under this Agreement.

4.9 Export Compliance: The parties acknowledge and agree that: (a) certain Supplies provided under this Agreement (including any SOW) may be subject to export controls, sanctions, laws or regulations, including those of Australia, the United States of America and other countries, that prohibit or limit export of goods or services for certain uses or to certain end users; and (b) neither party will export or re-export any such Supplies or undertake any transaction in violation of such laws or regulations; and (c) the Supplier will take all reasonable steps to ensure that its suppliers and sub-contractors who provide goods or services in its supply chain, comply with all such laws or regulations relating to export or re-export.

5 FEES AND PAYMENT

5.1 Fees: Telstra will pay the Supplier the Fees in accordance with the Agreement. Except as expressly set out in the PO or SOW, the Fees are the only amount payable by Telstra in relation to the Supplies.

5.2 Invoicing: The Supplier must only invoice Telstra the Fees in accordance with the PO. Each invoice must be in a form reasonably acceptable to Telstra, comply with any tax invoice/adjustment note requirements and be accompanied by sufficient detail to enable Telstra to verify the invoice.

5.3 Payment: Telstra will pay each valid and correctly rendered invoice within 62 calendar days from the last day of the month in which Telstra receives the invoice.

5.4 Payment disputes: If Telstra reasonably disputes part or all of an invoice it may withhold payment of the disputed amount until the dispute is resolved.

6 TAXES

6.1 Taxes: Except as expressly set out in this cl 6, the Fees are inclusive of all Taxes and the Supplier will not be entitled to any additional payment from Telstra on account of any liability for Taxes incurred in connection with the Agreement.

6.2 Recovery of GST: If one party makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration must also pay an amount equal to the GST payable in respect of that supply.

6.3 Withholding tax: If Telstra is required by Law to make a deduction or withholding for or on account of any Taxes from a payment, no additional payment will be made to the Supplier.

6.4 International: Where Telstra makes payment outside Australia: (a) cl 6.2 and 13.6(e) will not apply; and (b) unless otherwise stated, all fees, expenses and other amounts payable by Telstra to the Supplier are inclusive of all Taxes.

7 INTELLECTUAL PROPERTY

7.1 Telstra IP: As between the parties, Telstra will own all IP Rights in and to the Telstra Material and Developed Material and any other IP Rights made available to the Supplier by or on behalf of Telstra (together **Telstra IP**). The Supplier assigns to Telstra all IP Rights in and to any modifications or enhancements to the Telstra Material made by or on behalf of the Supplier immediately from creation. Telstra grants the Supplier a non-exclusive, non-transferable, royalty free, personal licence during the Term to use (and to sub-license its Approved Subcontractors to use) the Telstra IP solely to the extent directly necessary for the purpose of performing its obligations under the Agreement.

7.2 Supplier IP: As between the parties, the Supplier will own all IP Rights in and to the Supplier Materials and any other IP Rights made available to Telstra by or on behalf of the Supplier (together **Supplier IP**). The Supplier grants Telstra a non-exclusive,

perpetual, irrevocable, royalty free and worldwide licence to use, reproduce, modify, develop and otherwise exploit (and to allow the other TGEs and Telstra Third Parties to use, reproduce, modify, develop and otherwise exploit) the Supplier IP as required to receive, use and otherwise enjoy the full benefit of the Supplies.

7.3 Third Party IP: To the extent that Third Party Materials are incorporated into the Supplies, the Supplier must procure for Telstra: (a) rights in respect of the IP Rights in and to the Third Party Material (**Third Party IP**) no less extensive than the rights granted to Telstra in respect of Supplier IP; or (b) such other licence rights in respect of the Third Party IP as agreed in writing by the parties.

7.4 Infringement Claim: If an Infringement Claim is made, the Supplier must: (a) without prejudice to Telstra's other rights or remedies and at no additional cost to Telstra: (i) modify the affected Supplies in order to avoid any infringement, provided that it can do so without adversely affecting the functionality, performance and quality of the Supplies; (ii) procure for Telstra all rights required to continue using and exploiting the affected Supplies in accordance with the Agreement without any modification; (iii) procure for Telstra non-infringing replacements for the affected Supplies equivalent in functionality, performance and quality; or (iv) if the options in paragraphs (i) to (iii) above are not possible, accept return of the affected Supplies or cease to provide or perform the affected Supplies (as applicable) and reimburse any Fees paid by Telstra for those Supplies; and (b) Compensate the Telstra Compensated Person for all Loss suffered or incurred in connection with the Infringement Claim.

8 CONFIDENTIALITY, PRIVACY AND TELSTRA DATA

8.1 Confidential Information: In the Agreement, "**Confidential Information**" of Telstra means:

- (a) information of a confidential nature relating to or developed in connection with the business or affairs of Telstra which is disclosed to, learnt by, or which otherwise comes to the knowledge of or into the possession of, the Supplier; or
- (b) information designated by Telstra as confidential; or
- (c) information about clients, customers, employees, contractors of or other persons doing business with Telstra, but does not include information that:
- (d) is or becomes generally available in the public domain, other than through any breach of confidence;
- (e) is rightfully received from a third person other than as a result of a breach of confidence; or
- (f) has been independently developed by the Supplier without using any other Confidential Information of Telstra.

8.2 Protection: The Supplier must only use or copy Telstra's Confidential Information for the purposes of the Agreement and must take all steps reasonably necessary to: (a) maintain the confidentiality of Telstra's Confidential Information; (b) ensure that any person who has access to Confidential Information of Telstra through it or on its behalf complies with these confidentiality obligations.

8.3 Disclosure: The Supplier must not disclose the Confidential Information of Telstra to any person except:

- (a) to its Personnel who need to know the Confidential Information for the purposes of the Agreement;
- (b) as required to be disclosed by Law;
- (c) if Telstra has given consent to the disclosure or use; or
- (d) as expressly permitted by the Agreement.

8.4 Return: Unless prohibited by Law, the Supplier must, at Telstra's option, return, destroy or permanently de-identify all copies of Telstra's Confidential Information in its possession or control within 10 Business Days of expiry or termination of the Agreement.

8.5 Relief: In addition to other remedies, Telstra will be entitled to injunctive relief for any breach or threatened breach of the other party's obligations of confidentiality under the Agreement. The confidentiality regime set out in cl 8.1 to 8.5 applies in place of any other duties of confidence that either party may otherwise have.

8.6 Publicity: Unless required by Law, the Supplier must not make any public announcements relating to the subject matter of the Agreement without Telstra's prior written consent.

8.7 Privacy: If the Supplier deals with any Personal Information, the Supplier must: (a) comply with all Privacy Laws as if it were an entity regulated under those Privacy Laws; and (b) not do any act,

engage in any practice, or omit to do any act or engage in any practice that would cause Telstra to breach a Privacy Law.

8.8 Data Security Requirements: If the Supplier deals with any Telstra Data, the Supplier must:

- (a) comply with Telstra Policies relating to security and any reasonable requirements of Telstra as notified to the Supplier from time to time;
- (b) treat Telstra Data as Telstra's Confidential Information;
- (c) implement, maintain and enforce appropriate and industry best practice technical and organisational measures to protect Telstra Data from any misuse, loss, interference unauthorised access, modification or disclosure;
- (d) ensure that Telstra has access at all times to Telstra Data while it is in the Supplier's possession or control and provide that Telstra Data to Telstra upon request;
- (e) if any Telstra Data is lost, destroyed, corrupted or altered in connection with the provision of the Supplies, take all practicable measures to immediately restore that Telstra Data (such measures to be at the Supplier's cost to the extent caused or contributed to by or on behalf of the Supplier or any of its Personnel);
- (f) immediately notify Telstra if it becomes aware of any suspected or actual misuse or loss of, interference with or unauthorised access to, modification of or disclosure of, Telstra Data or Personal Information (a **Data Breach**) or is or may be required by Law to disclose any Telstra Data;
- (g) comply with any reasonable direction from Telstra with respect to remedying or addressing such Data Breach;
- (h) inform and co-operate with Telstra in the event of any risk regarding the security of Telstra Data;
- (i) ensure that its Personnel and Approved Subcontractors who have access to Telstra Data comply and agree to comply with this cl 8.8 to the same extent as Supplier; and
- (j) comply with any additional data security requirements set out in the PO or SOW (in which case the parties acknowledge such requirements will take precedence over these T&Cs to the extent of any inconsistency).

9 COMPENSATION AND INSURANCE

9.1 Compensation: The Supplier will Compensate Telstra and its Personnel (the **Telstra Compensated Person**) for all Loss suffered or incurred in connection with any negligent or unlawful act or omission of the Supplier or its Personnel (except to the extent the Loss is attributable to the negligence or unlawful act or omission of the Telstra Compensated Person).

9.2 Insurance: The Supplier must at its cost maintain (and on request produce to Telstra evidence of) valid and enforceable insurance policies for: (a) workers compensation in accordance with applicable local Laws; (b) products liability with a minimum annual coverage of AUD\$5million; and (c) both public liability and professional indemnity, each with a minimum coverage of AUD\$5million per claim.

10 DEFECTS

10.1 Defects: The Supplier must, at no cost or expense to Telstra, rectify any Defect as soon as practicable that becomes apparent during the Warranty Period and comply with any additional requirements set out in the PO or SOW.

11 RELATIONSHIP MANAGEMENT

11.1 Records: The Supplier must keep complete records and books of accounts relating to the performance of the Supplier's obligations under the Agreement for the Term and for seven years after termination or expiry of the Agreement.

11.2 Audit: If permitted under the PO, SOW or applicable Telstra Policy, Telstra (or a third party nominated by Telstra) may audit the Supplier's compliance with its obligations relating to the Agreement and each party will comply with any additional audit obligations set out in the PO, SOW or applicable Telstra Policy.

11.3 Subcontracting: The Supplier must not subcontract the provision of the Supplies or allow an Approved Subcontractor to further subcontract provision of the Supplies without Telstra's written consent. The Supplier will be responsible for all acts and omissions of its subcontractors as if they were the acts and omissions of the Supplier.

11.4 Sale or Demerger: If Telstra (or any TGEs receiving the benefit of the Supplies) sells all or part of its business to a third

party (**purchasing entity**) or is demerged or re-organised into a different entity or business (**relevant entity**), then Telstra may by notice to the Supplier require that the Supplier:

- (a) enter into a separate agreement with the purchasing entity or the relevant entity (as applicable) for the provision of Supplies on terms no less favourable than the terms of this Agreement provided that the purchasing entity or the relevant entity (as applicable) has sufficient financial capacity to perform its obligations under a separate agreement; and
- (b) until the date that the parties enter into the agreement referred to in (a) or the date that Telstra notifies the Supplier, to provide the benefit of the Supplies, and authorises Telstra to provide the benefit of the Supplies, to the purchasing entity or relevant entity (as applicable) under this agreement as if the purchasing entity or relevant entity was Telstra.

12 TERMINATION

12.1 Termination without cause: Telstra may terminate the Agreement at any time by giving the Supplier the greater of: (a) 10 Business Days' notice; and (b) any notice period set out in the PO or SOW.

12.2 Termination for cause: A party may terminate the Agreement by notice to the other party if the other party: (a) commits a material breach of the Agreement that is capable of remedy and has not remedied that breach within 10 Business Days after receipt of notice of the breach; (b) commits a breach of the Agreement that is not capable of remedy; or (c) is reasonably likely to be subject to insolvency claims or proceedings or is otherwise insolvent.

12.3 Consequences of termination and expiry: On expiry or termination of the Agreement: (a) Telstra will only be liable to pay the Supplier for Supplies completed by the effective date of termination and may recover from the Supplier any money paid for Supplies not completed by that date; (b) on request by Telstra, the Supplier must remove from Telstra's premises all of the Supplier's Personnel and equipment and perform any disengagement reasonably specified by Telstra.

12.4 Survival: The rights, obligations and indemnities which are expressed to, or by their nature, survive expiry or termination of the Agreement, will survive the termination or expiry of the Agreement. The expiry or termination of the Agreement does not affect any rights which accrued before the date of expiry or termination.

13 GENERAL

13.1 Assignment: Telstra may assign, novate, or otherwise transfer any of its rights or obligations arising out of or under the Agreement to any person without Supplier's consent. Supplier may only assign, novate or otherwise transfer any of its rights or obligations arising out of or under the Agreement to another person with Telstra's prior written approval (which will not be unreasonably withheld).

13.2 Entire agreement: The Agreement represents the entire agreement between the parties in relation to the Supplies and supersedes all prior discussions, negotiations, understandings and agreements in relation to those Supplies.

13.3 Governing law and jurisdiction: These T&Cs will be governed by the Laws of the Applicable Jurisdiction. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the Applicable Jurisdiction.

13.4 Variation and waiver: A provision of the Agreement, or right, power or remedy created under them, may not be varied or waived except as agreed in writing.

13.5 Relationship of the parties: The relationship between Telstra and the Supplier is that of principal and independent contractor. The Supplier and its Personnel must not represent themselves as employees or agents of Telstra.

13.6 Interpretation: In the Agreement: (a) headings, bold type and square brackets are for convenience only and will not affect interpretation of this Agreement; (b) words in the singular include the plural and words in the plural include singular, according to the requirements of the context; (c) a reference to a legislation or other Law includes delegated legislation and consolidations, amendments, re-enactments or replacements of any of them; (d) a reference to any of the words "include", "includes" and "including" is read as if followed by the words "without limitation"; and (e) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given in that Act,

unless the context otherwise requires.

13.7 Agreed inconsistent terms in PO or SOW: Notwithstanding cl 1.5, where a provision in the PO or SOW is inconsistent with these T&Cs, that provision will prevail over the inconsistent T&Cs only where it clearly: (a) states that the parties have agreed to a provision that is inconsistent with these T&Cs; and (b) identifies the specific T&Cs with which it is inconsistent. For the avoidance of doubt, the Agreement does not include any inconsistent Supplier terms and conditions (such as terms and conditions in a Supplier quote) and Telstra expressly rejects any such terms and conditions.

13.8 Small Business Contract: If the Agreement is a 'small business contract' within the meaning of the ACL, then the T&Cs are amended so that:

- (a) in cl 8.1 to 8.5 (inclusive): (i) the term "Telstra" is replaced with the term "the disclosing party"; and (ii) the term "the Supplier" is replaced with the term "the receiving party";
- (b) in cl 9.1: (i) the term "the Supplier" is replaced with the term "a party"; (ii) the term "Telstra" is replaced with the term "the other party"; and (iii) the term "Telstra Compensated Person" is replaced with the term "Compensated Person"; and
- (c) clause 12.1 is deleted.

13.9 Definitions: In these T&Cs unless otherwise indicated:

ACL means Australian Consumer Laws contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Applicable Jurisdiction means: (a) the State of Victoria, Australia; or (d) where Supplies are provided to, and received by, Telstra outside of Australia, the place of incorporation of Telstra.

Approved Subcontractor means a subcontractor approved in writing by Telstra.

Australian Privacy Laws means the *Privacy Act 1988* (Cth), the Australian Privacy Principles and any registered code that binds a party in relation to privacy or the handling of Personal Information.

Business Day means any day other than a Saturday, Sunday or public holiday observed in the Applicable Jurisdiction.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand.

Compensate means to make good the full amount of any Loss suffered or incurred by the Telstra Compensated Person.

Customers means the customers that Telstra wishes to resell the Supplies to in accordance with cl 4.

Defect means any characteristic that makes the whole or any part of the Supplies inoperable or inconsistent with the Specifications.

Delivery has the meaning set out in cl 2.1.

Developed Material means any Materials are created by or on behalf of the Supplier under the Agreement in connection with the Supplies.

Disaster means the occurrence of one or more events which materially adversely affects the provision of Supplies.

Documentation means any documentation: (a) provided to Telstra under the Agreement (including any documentation identified in the PO or SOW); or (b) that is made generally available by the Supplier in connection with the Supplies.

Environmental Incident means an incident or event that requires notification in accordance with applicable environmental Laws.

Fees means the fees expressly set out in the PO.

HSE means health, safety and environment.

Incident means a death, Serious Injury or Illness, Dangerous Incident or Environmental Incident. **Serious Injury or Illness** and **Dangerous Incident** have the meanings given to them under the WHSA. If the Supplies are provided or performed outside of Australia, those terms have their ordinary meanings.

Infringement Claim means any Claim by a third party that the provision of the Supplier Materials, the Third Party Materials, the Developed Material, the Supplies, or any modifications and enhancements to the Telstra Material made by or on behalf of the Supplier under the Agreement or their enjoyment or use in accordance with the Agreement infringe the IP Rights of that third party.

IP Rights means all industrial and intellectual property rights throughout the world.

Law means any law, including any common law, equity, statute, regulation, proclamation, ordinance, by-law, mandatory code of conduct, writ, judgment and any award or other industrial instrument.

Loss means loss, damage, liability, charge, expense, outgoing, payment or cost of any nature or kind, including all legal and other professional costs.

Material means software, firmware, tools, documentation, reports, data, diagrams, procedures, plans and other materials.

Personal Information means:

- (a) information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not; and
- (b) information or a document that relates to the affairs or personal particulars of another person (such as a company or a business),

which is received or learnt by a party from any source as a consequence of or in the performance of its rights and obligations under this Agreement.

Personnel means a party's employees, secondees, directors, officers, contractors, professional advisers and agents.

PO means a purchase order issued by Telstra.

Privacy Laws means: (a) the Australian Privacy Laws; (b) to the extent that Australian Privacy Laws are not applicable to the provision of the Supplies, the Global Privacy Policy issued by Telstra (available at: <http://www.telstraglobal.com/legal/privacy-policy>); and (c) any other Laws, industry codes and policies relating to privacy or the handling of Personal Information.

Related Body Corporate (or RBC): (a) has the meaning given to that term in the *Corporations Act 2001* (Cth); or (b) if that Act does not apply, means an entity controlled by, controlling, or under common control with a party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such entity whether through the ownership of voting securities, by contract, or otherwise. For the purposes of cl 11.4, the following is added to the end of paragraph (a) above: "but also as if each reference to a "body corporate" includes a proprietary company, a partnership or a trust" and the following is added after first use of the word 'entity' in paragraph (b) above: "(including a proprietary company, partnership or trust)".

SOW means a statement of work agreed between the parties.

Specifications means the specifications for each of the Supplies set out in the PO, SOW or any Documentation.

Subsidiary of an entity has the meaning given to that term in the *Corporations Act 2001* (Cth), but includes: (a) a partnership in which the entity has, in aggregate, a direct or indirect interest of over 50% in the partnership or which is controlled by the entity; and (b) a trust in which the entity has, in aggregate, a direct or indirect interest of over 50% of the issued units of the trust.

Supplies means the items, deliverables and/or services provided, or to be provided, by the Supplier to Telstra as identified in the PO.

Supplier Materials means all Materials provided by or on behalf of the Supplier in connection with this Agreement, other than the Third Party Materials or Developed Materials, and includes any modifications and enhancements to these Materials (unless assigned to Telstra in the PO or SOW).

Taxes means taxes, levies, imposts, duties, excise, and charges, deductions or withholdings, however described, imposed by Law or government authority or agency other than Australian GST or any tax imposed on, or calculated having regard to, net income.

Telstra means Telstra Corp or, if otherwise identified in the PO or SOW, means the identified TGE who is purchasing the Supplies.

Telstra Corp means Telstra Corporation Ltd (ABN 33 051 775 556).

Telstra Compensated Person has the meaning set out in cl 9.1.

Telstra Data means data of any kind of a TGE or of any customer or supplier of a TGE (other than the Supplier) that the Supplier accesses, stores or handles in the course of providing the Supplies, and includes all data that is: (a) Personal Information; (b) Telstra's Confidential Information; or (c) corporate proprietary or financial information.

Telstra Group Entity (or TGE) means any of the following entities: (a) Telstra Corp; (b) a RBC of Telstra Corp; (c) a body corporate, trust, partnership, proprietary company, unincorporated joint venture or other business association controlled by Telstra Corp or

a RBC of Telstra Corp; or (d) an unincorporated joint venture or business association controlled by Telstra Corp or a RBC of Telstra Corp. For the purposes of (c) and (d), one body corporate will be deemed to control another when at the relevant time it has a shareholding, issues units, equity or participation interest of at least 30%. For the purposes of cl 11.4, TGE includes an entity that is a Subsidiary of Telstra or a Subsidiary of a RBC of Telstra.

Telstra Materials means all Materials provided by or on behalf of Telstra to the Supplier in connection to the PO, including Telstra Data, and includes any modifications and enhancements to the Materials.

Telstra Policies means:

- (a) the Supplier Code of Conduct (as published by Telstra Corp at: <https://www.telstra.com.au/aboutus/our-company/supplying-to-telstra/sustainable-procurement>);
- (b) Whistle Blowing Process (as published by Telstra Corp at: <https://www.telstra.com.au/content/dam/tcom/about-us/investors/pdf%20D/whistleblowing-process.pdf>); and
- (c)
- (d) any policies identified in the PO or SOW, or provided or made available to the Supplier by Telstra on 20 Business Days' notice.

Telstra Third Parties mean Telstra's third party contractors and service providers.

Term has the meaning given to that term in cl 1.3.

Third Party Materials means Materials specified in the PO or SOW provided by or on behalf of the Supplier in connection with the Agreement the IP Rights in which are owned by a third party, including any modifications and enhancements to those Materials (unless otherwise assigned to Telstra in the PO or SOW).

Warranty Period means, unless otherwise identified in the PO or SOW, the period of 24 months and, for Supplies that are repaired or replaced during this period, will continue for the longer of: (a) the remainder of the original warranty period for those Supplies; or (b) 12 months from the date on which those Supplies were last repaired or replaced.

WHSA means the *Work Health and Safety Act 2011* (Cth).