



SUPPLIER AGREEMENT

THIS AGREEMENT made as of the Effective Date set out in the First Schedule, is between:

- (A) THE CORPORATION, ENTITY or ENTITIES whose name and address appear in ITEM 1 of the First Schedule ("**Supplier**"), and
(B) CITIBANK,N.A.(Sydney) (ABN 34 072 814 058) of Level 23, 2 Park Street, Sydney, New South Wales, Australia ("**Citibank**").

BACKGROUND

A. From time to time Supplier enters into commercial trade transactions with the buyer or buyers identified in the First Schedule (each, a "**Buyer**") for the sale of goods or services, resulting in Receivables (as defined below) owed by the respective Buyers to the Supplier.

B. To facilitate the processing and payment of such Receivables, the Supplier and Buyers intend to utilize one or more computerized settlement systems, including related services, equipment and software (as further defined in Article III of this Agreement and, collectively, the "**System**") provided by Citibank, who is prepared to provide Supplier with a license to the System, upon the terms in this Agreement.

C. As indicated in the Schedule, the Supplier may offer to sell to Citibank, and Citibank may agree to purchase from Supplier, Receivables that are processed through the System, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, representations and warranties contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Supplier and Citibank agree as follows:

ARTICLE I: DEFINITIONS

In this Agreement:

"**Alternate Currency**" means US\$ and such foreign currency freely convertible into Dollars and US Dollars, including but not limited to Euros ("**EURO**"), British pounds ("**GBP**"), and Japanese Yen ("**JPY**"),

"**Australian Dollars**", "**AUD**" or "**A\$**" means the lawful currency of the Commonwealth of Australia;

"**Agreement**" means this Supplier Agreement, including all Schedules hereto, as amended from time to time.

"**BBSW(Bid)Rate**" for a period means the average bid rate displayed at or about 10.00am (Sydney time) on the first day of that period on the Reuters screen BBSW page for a term equivalent to or closest to the period, but if that day is not a Banking Day the Bank Bill Rate shall be the BBSW(Bid)Rate on the Banking Day which immediately precedes that day;

"**BKBM(Bid)Rate**" for a period means the average bid rate displayed at or about 10.00am (Sydney time) on the first day of that period on the Reuters screen BKBM page for a term equivalent to or closest to the period, but if that day is not a Banking Day the Bank Bill Rate shall be the BKBM(Bid)Rate on the Banking Day which immediately precedes that day;

"**Business Day**" means a day on which trading banks are open for general banking business in Sydney, Australia.

"**Buyer**" means a Buyer identified in Item 2 of the First Schedule,

"**Designated Account**" means the bank account identified in the set-up form completed by Supplier in order for Citibank to implement the services contemplated in this Agreement; provided that in the event Supplier has a pre-export finance or similar facility with Citibank or any of its branches or affiliates, the Designated Account shall be in the name of, or otherwise subject to the security interest or other charge of, Citibank or such branch or affiliate.

"**Discount Charge**" has the meaning set forth in the Pricing Schedule.

"**Discount Offer**" and "**Discount Proceeds**" have the meanings set forth in Section 2.1, and

"**Equipment**" means all equipment provided by or on behalf of Citibank to Supplier for the purpose of accessing or using the System, including all authentication products.

"**Intellectual Property Rights**" means all rights in inventions, patents, copyrights, design rights, database rights, trade marks and trade names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications and rights to apply for any of them anywhere in the world that apply to the Licensed Resources.

"**LIBOR**" for an Alternate Currency, means on any day the LIBOR rate of interest per annum for an Alternate Currency as quoted on Telerate Screen 3740 or 3750 for specified terms or if no such rate exists then an equivalent rate determined by the Bank in good faith;

"**License**" has the meaning set forth in Section 3.1.

"**Licensed Resources**" means, collectively, the System and the Policies and Procedures.

"**Losses**" shall mean any claims, liabilities, losses, damages, costs or expenses, including reasonable attorneys' fees and disbursements, other dispute resolution expenses (including reasonable fees and expenses in preparation for a defense of any investigation, litigation or proceeding) and costs of collection.

"**Message**" has the meaning set forth in Section 2.4.

"**New Zealand Dollars**", "**NZD**" or "**NZ\$**" means the lawful currency of New Zealand;

"**Party**" or "**Parties**" means each or both of Supplier or Citibank, as the context requires.

"**Payment Due Date**" means, with respect to a Payment Instruction, the Business Day on which the payment obligation of Buyer under that Payment Instruction is due and payable, that date being the later of (i) the date specified in the Payment Instruction for payment or if such date is not a Business Day, the first Business Day following that date, and (ii) the date 2 Business Days after the Payment Instruction Date.

“**Payment Instruction**” means the instruction issued by a Buyer to Citibank through the System directing the payment of a specified amount to a specified Supplier, on the Payment Due Date, to settle one or more commercial trade transactions between Buyer and such Supplier.

“**Payment Instruction Date**” means the date a Payment Instruction is submitted to Citibank, as recorded by the System.

“**Pre-Payment Notice**” means, with respect to a Receivable, a notice of pending payment of the Receivable sent to the Supplier from Citibank as banker to the Buyer.

“**Policies and Procedures**” means all tangible printed information (including any in electronic form) provided from time to time by or on behalf of Citibank to Supplier in connection with the use of the System.

“**PPS Act**” means Australia’s Personal Property Securities Act 2009.

“**Receivable**” means a Buyer’s obligation, whether present or future, to pay the Supplier for goods sold or services rendered by the Supplier, together with Related Security.

“**Related Security**”: With respect to any purchased Receivable: (i) all of Supplier’s interest in any merchandise (including returned merchandise) relating to any sale giving rise to such Receivable; (ii) all security interests or liens and property subject thereto purporting to secure payment of such Receivable; (iii) all tax refunds and proceeds of insurance with respect thereto; (iv) all guaranties, insurance, other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable; and (v) all books, records and other information relating to such Receivable and the related Buyer.

“**Schedules**” means a Schedule to this Agreement, including the First Schedule and the Pricing Schedule to this Agreement.

“**Software**” means all software, programming or object code provided by or on behalf of Citibank to Supplier for utilizing a computer or like device to use the System.

“**System**” has the meaning set forth in the Recitals hereto.

ARTICLE II: RECEIVABLES SALE AND PURCHASE

2.1 Discount Offer. Upon being sent a Pre-Payment Notice, the Supplier may or shall in accordance with the First Schedule, offer to sell to Citibank (a “**Discount Offer**”) one or more Receivable described in such Notice, as provided in the First Schedule. In each case the price (the “**Discount Proceeds**”) of the Receivable shall be equal to the face amount of the Receivables specified in the Pre-Payment Notice, less the applicable Discount Charge and other fees and charges (as further described in Article IV and in the Pricing Schedule.)

2.2 Discount Acceptance. Citibank, at its option, may accept a Supplier’s Discount Offer by purchasing the Receivables on or before the close of business on the second Business Day following its receipt of the Discount Offer (the “**Discount Offer Period**”), by depositing the Discount Proceeds therefore in the Designated Account. If Citibank has not deposited the Discount Proceeds with respect to a Receivable by the end of the applicable Discount Offer Period (unless otherwise notified in writing by Citibank of an extension, not to exceed 2 Business Days), the Discount Offer shall be deemed not accepted by Citibank and rescinded by Supplier, in which case Citibank will make payment to the Designated Account on the payment date specified in the Pre-Payment Notice (to the extent funds are provided for such payment by the relevant Buyer). Citibank will not consider Discount Offers where: (a) the Discount Offer is for Receivables belonging to a Buyer that is (i) the subject of bankruptcy, insolvency or similar proceedings, (ii) in breach of its financial obligations, or (iii) deemed by Citibank, in its sole

discretion, to be undergoing material adverse changes; or (b) Supplier is (i) the subject of bankruptcy, insolvency or similar proceedings, (ii) in breach of its financial obligations, or (iii) in breach of any representations, warranties or covenants set forth in this Agreement.

2.3 Receivables Purchase.

(a) Citibank and the Supplier hereby agrees that, simultaneously with Citibank’s deposit in the Designated Account of the Discount Proceeds set forth in the Discount Offer: (i) the whole of the Supplier’s right, title and interest in the Receivable(s) to which the Discount Offer relates shall transfer and assign to Citibank, absolutely, (ii) the Seller irrevocably authorizes Citibank to give, or not give, the Buyer notice of the transfer and assignment at such time and in such manner as Citibank may decide, (iii) the Seller acknowledges Citibank as true owner of the Receivable(s) entitled to receive full payment of any amount specified in the Pre-Payment Notice with respect to such Receivable(s). No further writing shall be necessary to evidence such transfer of ownership. Notwithstanding the foregoing, Supplier agrees to sign all such other documents, and take all such further actions, as Citibank may reasonably request from time to time to evidence this transfer of ownership.

(b) Supplier hereby agrees that its obligations under this Agreement and any Discount Offers issued by it shall not be affected by the invalidity, unenforceability, existence, performance or non-performance of the relevant underlying transaction, which (and any liability for which) shall be between Supplier and the relevant Buyer only.

(c) It is the intention of Supplier and Citibank that each purchase and sale of Receivables pursuant to this Article II shall constitute a true sale, which sale will be absolute and irrevocable and provide Citibank with the full benefits and burdens of ownership of such Receivables. The sale of Receivables hereunder is made without recourse to the Supplier provided, however, that such sale does not constitute and is not intended to result in an assumption by Citibank of any obligation of Supplier or any other person arising in connection with the Receivables or any other obligations of Supplier.

2.4 Messages.

(a) Citibank may send Pre-Payment Notices by email, or other means, via the System, and the Supplier shall be deemed to have received such Notices when sent.

(b) The Supplier shall use the System to send all information, instructions and messages (“**Messages**”) under this Agreement (including, without limitation, Discount Offers and any updates to the Supplier’s list of personnel authorized to use the System on Supplier’s behalf).

(c) Any Message sent via the System by the Supplier, or by using the Supplier’s System identity, password or other security requirement, is deemed to be valid and binding on the Supplier, and Citibank is entitled to rely thereon, irrespective of any error or fraud except to the extent it can be shown that such error or fraud resulted from a failure by Citibank to use commercially reasonable security measures to prevent unauthorized access to the System.

(d) The Supplier agrees that the act of sending a Message electronically in accordance with this Agreement and relevant Policies and Procedures, is as legally binding as if Supplier had manually executed and delivered that Message in written form, and that Supplier will not contest the validity, legally binding nature or enforceability of that Message on the basis that the act

of sending the Message electronically is invalid or not binding on Supplier.

ARTICLE III: LICENSE TO THE SYSTEM

3.1 License Grant.

(a) Subject to the terms and conditions set forth herein, Citibank hereby grants Supplier a limited, personal, non-exclusive, non-transferable license and right, without the right to further sublicense, during the term of this Agreement, to access and use the Licensed Resources, solely for the purposes contemplated by this Agreement (the "**License**"). Except as expressly set forth in this Agreement, Supplier shall have no other right (including any ownership right or intellectual property right), title or interest to or in the Licensed Resources or any portion thereof.

(b) Supplier acknowledges that all right, title and interest in and to the System, including without limitation, all Intellectual Property Rights, are vested, and shall remain vested, in Citibank and its licensors. Notwithstanding anything to the contrary contained herein and except as otherwise may be expressly agreed in writing, all right, title and interest in and to revisions, upgrades, updates, derivative works and other improvements to the System shall vest solely in Citibank and its licensors. Except for the grant herein by Citibank to Supplier of the License, nothing in this Agreement shall act to operate as an assignment or other transfer of any of such rights to Supplier.

3.2 Usage.

(a) Supplier shall access and use the System only in accordance with this Agreement and the Policies and Procedures. Supplier shall remain informed as to any updates to the Policies and Procedures that may be implemented from time to time. Approval of an update shall be deemed to be given if Supplier continues to utilize the System subsequent to the publication of any such update.

(b) Supplier shall promptly use any successors, updates, new releases or replacements of any portion of the Equipment or Software provided to it from time to time by Citibank or otherwise, for use in accessing the System, and cease to use the previous version or release of such portion.

(c) Supplier shall have the right under the License to use the content of the System website on a computer screen, to print reasonable extracts from the website, and to save reasonable copies to Supplier's hard drive, in each case solely for the purposes contemplated by this Agreement. All other copying, distribution or commercial use of any of the content of the website is strictly forbidden. Except for the limited right granted by this Section 3.2(c), no other right or license is granted in respect of the content of the website.

(d) Supplier does not have the right to, and shall not, without the written consent of Citibank, alter or modify the whole or any part of the Licensed Resources.

3.3 Security. The Supplier shall safeguard and keep confidential, and put into effect and maintain commercially reasonable security measures to safeguard and keep confidential, the Licensed Resources. In furtherance of the foregoing, Supplier agrees that:

(i) it will not knowingly interfere with, defeat, circumvent or tamper with any information or instruction that is, by the terms of this Agreement or the Policies and Procedures, to be transmitted through the System, or with the restrictions on use of functionality or access to information on any portion

of the System, or attempt to do so;

(ii) it will not knowingly introduce into any portion of the System any virus or other data or code that harms, or may adversely affect, the operation of the System; and

(iii) it will ensure that all Messages being communicated by Supplier through the System are sent in accordance with this Agreement and the Policies and Procedures.

3.4 System Availability. The Supplier acknowledges and agrees that: (i) Citibank does not represent or warrant that the System will be error-free; (ii) there will be downtime from time to time when the System cannot be accessed; and (iii) Supplier is responsible for providing and maintaining, and Citibank has no liability or responsibility in respect of, equipment not supplied by or on behalf of Citibank, or utility services that Supplier utilizes as a result of its participation in the System and maintaining a link to the System.

ARTICLE IV: FEES, CHARGES AND TAXES

4.1 Fees and Charges. From time to time, Citibank will provide to Supplier a pricing schedule that discloses all processing, licensing or other fees or charges (the "**Pricing Schedule**"). Citibank's agreement to purchase Receivables owed by a particular Buyer shall be subject to the terms of the Pricing Schedule. The Pricing Schedule shall be valid until changed by written notice from Citibank, who intends to review such Pricing Schedule at least every 12 months. provided, however, that any such changes shall not affect the Discount Charge applicable to purchases scheduled for consummation pursuant to any Discount Offer then outstanding. The initial Pricing Schedule is attached to this Agreement.

4.2 Taxes. Supplier shall pay, and indemnify Citibank for and hold it harmless against any taxes that may at any time be asserted in respect of the purchase transactions hereunder or the Receivables (including any sales, use, value-added, occupational, excise, gross receipts, personal property, stamp, privilege or license taxes, or withholdings imposed or asserted by any jurisdiction, but not including taxes imposed upon Citibank with respect to its overall net income), and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto. This indemnification shall be made within thirty (30) days from the date Citibank makes written demand therefor. If Supplier shall have to pay any such taxes, then Supplier shall send the original or a certified copy of the receipt evidencing such tax payment, within 30 days of the payment date, to Citibank, GTS Department Level 23, 2 Park Street, Sydney NSW Australia.

4.3 Goods and Services Tax

(a) In this clause 4.3, all capitalised terms are (to the extent not otherwise defined in this clause 4.3) given their respective meanings in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(b) Except as otherwise expressly stated, all amounts payable under this Agreement are to be increased on account of GST to the extent they constitute Consideration for a Taxable Supply. The additional amount payable for each Taxable Supply on account of GST (the "GST amount") is equal to the Consideration to be provided for that Supply (otherwise than as provided under this clause 4.3) multiplied by the prevailing GST rate (currently 10%).

(c) The Recipient is not obliged to pay any GST amount to the party making the Taxable Supply (the "GTS- Supplier") until the GTS-Supplier issues a Tax Invoice to the Recipient in relation to the Supply.

(d) Without limiting clause 4.3(b), if an amount payable under this Agreement is calculated by reference to a liability or expense incurred by a party, then the liability or expense must be reduced by the amount of any input tax credit to which that party, or any Representative Member of a GST group of which it is part, is entitled in respect of that liability or expense. For the avoidance of doubt, to the extent this reduced amount is Consideration for a Taxable Supply, it is then to be increased under clause 4.3(b) for GST.

ARTICLE V:

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Mutual Representations and Warranties of the Parties. Each of Supplier and Citibank represents and warrants as follows: (i) it is validly existing and in good standing and has the power to enter into and perform, and has all necessary authorizations for the entry into, performance and delivery of, this Agreement and the transactions contemplated by this Agreement; (ii) this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with the Agreement's terms; and (iii) its execution, delivery and performance of this Agreement does not contravene its constitutive documents or any contract binding on or affecting it or any of its properties, does not violate any applicable law, regulation or order, and does not require any notice, filing or other action to or by any governmental authority, except for the financing statements referred to in Section 5.3(f).

5.2 Supplier Representations and Warranties. The Supplier hereby agrees that, by issuing a Discount Offer with respect to any Receivable, Supplier will be deemed to have made each of the following representations and warranties, both as of the date of the Discount Offer and as of the date such offer is accepted by Citibank pursuant to Section 2.2:

(a) Each such Receivable (i) is the exclusive property of Supplier, free and clear of all third party legal or equitable interests, security interests, liens or claims of any kind; (ii) is based on a sale of goods or services that have been delivered or provided to and accepted by the relevant Buyer, and complies with all applicable legal requirements; (iii) constitutes a valid, binding and unconditional obligation of the relevant Buyer to pay the full amount of such Receivable, free of any defense, set-off or counterclaim; and (iv) is not disputed by Buyer or any other person, and is not the subject of any legal or arbitral proceeding.

(b) If Supplier provides Citibank with personal data about itself or its authorized users, Supplier warrants that such data has been given with the consent of each individual and in compliance with applicable personal data protection and privacy legislation. Supplier consents to the disclosure by Citibank of such data to Buyers to the extent such data is needed in connection with the delivery of any Pre-Payment Notice.

5.3 Supplier Covenants. The Supplier hereby covenants and agrees that:

(a) Supplier shall use the System solely to settle genuine and lawful commercial trade transactions, arising in the ordinary course of business, for the sale and purchase of goods or services between Supplier and Buyers. Supplier shall not use the System for investment or arbitrage purposes, or for any money

laundering purpose, or in contravention of any law or regulation.

(b) Supplier shall comply with all relevant laws and regulations applicable to this Agreement, the Receivables and transactions conducted using the System including, without limitation, all applicable export control laws, and shall keep its state or other place of incorporation and the office where it keeps its records concerning the Receivables at the address set forth in Section 6.9. Supplier shall timely and fully perform and comply with all material provisions required to be observed by it under the contracts related to the Receivables and promptly inform Citibank of any breach or default by Supplier or any Buyer of any of the terms thereof.

(c) The Supplier shall not (i) sell or otherwise dispose of or permit any encumbrance on the Receivables other than Citibank's interest therein, (ii) amend or extend the payment terms of any purchased Receivable or (iii) take or omit any action that might in any way prejudice or limit Citibank's rights with respect to any Receivable or this Agreement.

(d) The Supplier shall maintain and implement administrative and operating procedures, and keep and maintain all documents, books, records and other information reasonably necessary for the collection of all Receivables, and with respect to compliance of the underlying commercial transactions with applicable law. Supplier shall retain each record required to be maintained under this Section 5.3(d) during the term of this Agreement plus seven (7) years and, if applicable, for such longer period as may be required by law. Supplier shall make such procedures, documents, books, records and other information available to Citibank and its agents, representatives and relevant authorities upon request, and shall allow copies or extracts thereof to be made, as Citibank deems necessary. All information provided by Supplier to Citibank from time to time in connection with this Agreement shall be true and accurate in all material respects, and Citibank is hereby authorized from time to time to verify information about Supplier.

(e) The Supplier will (i) mark its computer records relating to any Receivables purchased by Citibank with a legend evidencing that Citibank has purchased such Receivables, and (ii) at Citibank's request, transfer possession to Citibank of all receipts, order slips, acceptances, and other records or documentation pertaining to the sale of goods or services to which such Receivables relate. Supplier shall maintain procedures (including, without limitation, an ability to recreate records evidencing specific Receivables and related contracts in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary for collecting all Receivables (including, without limitation, records adequate to permit the daily identification of each Receivable and all collections or adjustments with respect thereto).

(f) The Supplier hereby irrevocably authorizes Citibank, in its sole discretion, to file one or more financing statements (and other similar instruments) and amendments thereto, relative to all or any part of the Receivables purchased by Citibank, without the signature of Supplier, to the extent permitted by applicable law. If not so permitted by applicable law, or in such other circumstances as Citibank may reasonably request, Supplier will execute and file any such financing statements and amendments thereto, and such other instruments or notices, as may be necessary or appropriate to perfect and maintain the perfection of Citibank's ownership and security interest in such Receivables.

ARTICLE VI: MISCELLANEOUS

6.1 Waivers; Severability. No delay or failure of any Party hereto in exercising any right, privilege or option under this Agreement shall operate as a waiver of such or of any other right, privilege, or option. If any provision of this Agreement is or becomes illegal or invalid under any applicable law, the validity of the remaining provisions shall not be affected thereby.

6.2 Limitation on Liability.

(a) Citibank shall be entitled to rely on any communication sent by Supplier, irrespective of any error or fraud contained in the communication or the identity of the individual who sent the communication, and shall not be liable for any action taken or omitted in reliance on any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by Supplier.

(b) Except for liabilities to third parties relating to defense and indemnification obligations hereunder, neither Party shall be liable to the other Party or responsible for any loss of business or profits, revenue or goodwill, or any indirect or consequential, special, exemplary or punitive losses or damages, whether arising from negligence, breach of contract or otherwise, even if informed of the possibility of those losses or damages.

(c) Citibank shall not be liable for any Losses arising out of or relating to any of its actions or omissions to act hereunder, except to the extent that any such Losses are caused by Citibank's gross negligence or willful misconduct.

(d) Neither Party shall be deemed to be in default of any of the obligations required to be performed by it under this Agreement to the extent that performance thereof is delayed, hindered or becomes impossible because of any act of God or public enemy, hostilities, war (declared or undeclared), guerilla activities, terrorist activities, act of sabotage, blockade, earthquake, flood, land slide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any other cause beyond the reasonable control of such Party.

6.3 No Implied Duties or Warranties. Citibank shall be obliged to perform such duties and only such duties as are specifically set forth herein, and no implied duties or responsibilities shall be read or implied into this Agreement against Citibank. Notwithstanding any other provision elsewhere contained in this Agreement, Citibank shall have no duties or obligations hereunder to any person or entity other than Supplier and, without limiting the foregoing, does not assume any obligation or relationship of agency or trust hereunder for, or with, Supplier, Buyers, or any other persons. Except as expressly provided in this Agreement, no representation, warranty, term or condition, express or implied, statutory or otherwise, is given or assumed by Citibank in respect of the Licensed Resources. Without limiting the foregoing, Supplier understands that Citibank is not giving any representation or warranty as to condition, performance, fitness for purpose, suitability, merchantability, quality or otherwise, or of non-infringement, and that the Licensed Resources are provided as is, except as expressly provided herein.

6.4 Confidentiality.

(a) Subject to the terms of this clause 6.4, each Party agrees to maintain the confidentiality of any Confidential

Information (as defined below) of the other Party to which it has access under the System or otherwise under this Agreement, and to use such Confidential Information only for the purposes of exercising its rights and performing its obligations under this Agreement, and not for its own personal gain or benefit. In this Agreement "**Confidential Information**" shall mean and include (i) all information and data acquired by a party under or by virtue of this Agreement, and (ii) all information of a Party that the other Party knows or reasonably should know to be confidential to such first Party; provided, however, that the term does not include any information that the receiving Party can demonstrate, by clear and convincing evidence: (i) to be part of the public domain without any breach of this Agreement by the receiving Party; (ii) to be or to become generally known to the general public or organizations engaged in the same or similar businesses as the receiving Party on a non-confidential basis, through no wrongful act of such Party; (iii) to be known by the receiving Party prior to disclosure to it hereunder without any obligation to keep it confidential; (iv) to be disclosed to it by a third party which, to the best of the receiving Party's knowledge, is not required to maintain the information as proprietary or confidential; (v) to be independently developed by the receiving Party without reference to Confidential Information of the other Party; or (vi) to be the subject of a written agreement whereby the other Party consents to the disclosure of such Confidential Information on a non-confidential basis.

(b) Notwithstanding the foregoing, either Party may disclose Confidential Information obtained from the other Party to any authority of competent jurisdiction if disclosure is required pursuant to a court order or instruction of any regulatory or supervisory authority having jurisdiction over it, provided that the disclosing Party shall have given the other Party prompt notice thereof (unless it has a legal obligation to the contrary) so that the other Party may seek a protective order or other appropriate remedy to prevent disclosure.

(c) The Supplier consents to the transfer and disclosure by Citibank of any information relating to the supplier: (i) to and between the branches, subsidiaries, representative offices, affiliates and agents of Citibank and third parties selected by any of them, wherever situated, for confidential use (including in connection with the provision of any service and for data processing, statistical and risk analysis purposes); and (ii) to a potential assignee, transferee or subparticipant. Citibank and any branch, subsidiary, representative office, affiliate, agent or third party may transfer and disclose any such information as required by any law, court, regulator or legal process.

(d) The Supplier acknowledges that assignment pursuant to this Agreement may be registered by Citibank under the PPS Act and the parties expressly agree in accordance with section 275(6) of the PPS Act not to disclose information requested under section 275(1) of the PPS Act without the express consent of Citibank such consent may be withheld without further explanation. However, a party may disclose such information as is required by law, other than section 275 of the PPS Act without breaching this provision.

6.5 Indemnity. The Supplier shall defend, indemnify and hold harmless Citibank and its affiliates, employees, directors, officers, and agents (each, an "**indemnified party**"), from and against all Losses, including Losses relating to the enforcement of this indemnity, arising out of or in any way relating to (i) any breach of Supplier's obligations under this Agreement, (ii) Citibank's reliance on any Message sent by

Supplier using the System (iii) any dispute with respect to the commercial transaction giving rise to any Receivable, or (iv) any claim that any Message or other material transmitted or uploaded onto the System by Supplier infringes or misappropriates any third party intellectual property rights, except to the extent that such Losses are caused by the gross negligence or willful misconduct of such indemnified party.

6.6 Assignment. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that Supplier may not assign any of its rights or obligations hereunder without Citibank's prior written consent, given in its sole discretion. Citibank shall have the right without the consent of or notice to Supplier to sell, transfer, assign, or grant participations in all or any part of, or any interest in, Citibank's obligations, rights and benefits hereunder.

6.7 Termination. Either Party may terminate this Agreement for any reason upon 30 days' prior written notice to the other Party. Either Party may terminate this Agreement upon five days' prior written notice if the other Party is in breach of, or fails to perform any of its material obligations under, this Agreement. Citibank may terminate or suspend Supplier's access to the Licensed Resources, with immediate effect upon notice to Supplier, in the event any licensor of the Licensed Resources terminates or suspends, as the case may be, Citibank's right to provide the Licensed Resources to Supplier. Upon notice of termination, Supplier shall no longer issue Discount Offers to Citibank and Citibank will no longer accept Discount Offers from Supplier.

6.8 Survival. All covenants made herein shall continue in full force and effect so long as any purchased Receivable remains outstanding. All confidentiality, security and indemnity obligations and all limitation of liability provisions contained in this Agreement shall survive and remain in full force and effect notwithstanding termination of this Agreement.

6.9 Notices. Except as otherwise expressly contemplated herein, all notices pursuant to this Agreement shall be in writing, duly signed by the Party giving such notice, and shall be delivered, emailed, faxed or mailed, as set out in Item 2 of the Schedule.

6.10 Entire Agreement; No Third Parties & Amendments.

(a) This Agreement embodies the entire agreement between Supplier and Citibank relating to the subject matter hereof, and supersedes all prior agreements relating to this subject matter.

(b) This Agreement shall not be construed to confer any right, benefit, remedy or claim upon any person or entity other than Supplier and Citibank and their respective successors and permitted assigns.

(c) All amendments and waivers to this Agreement must be in writing and signed by or on behalf of each of the Parties.

6.11 Counterparts. This Agreement may be executed in any number of counterparts, which taken together shall constitute a single copy of this Agreement.

6.12 Governing Law; Jurisdiction. This Agreement is governed by the laws of the State of New South Wales, Australia. The Parties agree that any New South Wales court or an appellate court having appellate jurisdiction over such courts has non-

exclusive jurisdiction to settle any disputes in connection with this Agreement, and submit to the jurisdiction of those courts. Each Party waives (i) any right to immunity from jurisdiction to which it may be entitled (including, to the extent applicable, immunity from pre-judgment attachment and post-judgment attachment and execution) and (ii) any objection to venue or any claim of inconvenience in connection with a proceeding brought in such a court. Supplier agrees that any service of process or other notice of legal process may be served upon it by mail or hand delivery if sent to the Supplier's last notified address.

ARTICLE VII: RETAIL COMPLAINTS

7.1 Retail Complaints For Retail Suppliers, Citibank has established a complaints handling process to facilitate the resolution of complaints by Retail Suppliers in a fair, efficient and timely manner where those complaints concern the provision of transactions, products or services under this Supplier Agreement.

7.2 Complaint Process It is Citibank's aim to resolve the complaints of Retail Suppliers at the first point of contact wherever reasonably possible and Retail Clients are encouraged to raise their complaint with (i) Citibank's Trade Services Management (CTSM) whose contact details are set out in the First Schedule. but if first contact fails to resolve a complaint within 5 business days, we will escalate the complaint, to (ii) Citi's GTS Product Management Team, and but if the matter is still not resolved, with another 5 Business days we will again escalate the matter to (iii) Citibank GST Senior TTS Management, who will review the matter and following an investigation, advise the complainant in writing of Citibank's final determination with reasons for such finding.

7.3 Definitions In this Article VII: "**complaint**" means an expression of dissatisfaction made to Citibank by a Retail Supplier to Citibank concerning (i) the purchase of a receivable, (ii) the workings of Citibank's CSF computer system and procedures; "**CSF Program**" means Citibank's Supplier Finance Program in which a Supplier may offer to sell to Citibank one or more receivables due by a Buyer to the Supplier; "**Dispute**" means a pursued unsatisfied Complaint; "**GTS**" means Citibank Global Transaction Services department; "**Retail Supplier**" means a Supplier carrying on a business employing less than: (i) if the business is or includes the manufacture of goods, 100 people; or (ii) otherwise, 20 people; "**TTS**" means Citibank's Trade and Transaction Services.

Signed as an agreement.

SIGNED for and on behalf of the Parties by their duly authorized signatories.

[_____] pursuant to
section 127 of the Corporations Act 2001

CITIBANK, N.A.

By: _____

By: _____

Name: _____

Name: _____

Title: Director

Title: _____

By: _____

By: _____

Name: _____

Name: _____

Title: Director/Secretary

Title: _____

FIRST SCHEDULE

(STANDARD AUTOMATIC OFFER PROGRAM)

(to the attached Supplier Agreement between Citibank, NA and the below Supplier)

Effective Date of the Supplier Agreement: _____

ITEM 1 SUPPLIER

Supplier's Name: _____

Supplier's Address: _____

Supplier's Control Number:	
(to be completed by Citibank)	

ITEM 2 BUYER(S)

Buyer's Name:

Buyer's Address:

ITEM 3 SUPPLIER'S AUTOMATIC OFFERS

The Supplier offers to sell to Citibank all Receivables the subject of a Pre-Payment Notice, at a price equal to the Discount Proceeds calculated in accordance with this Agreement and the Fee Schedule. On being sent a Pre-Payment Notice, the Supplier shall be deemed to have given Citibank a Discount Offer in respect of each Receivable advised in the Pre-Payment Notice.

ITEM 4 NOTICES

Notices given to Supplier: [_____] _____ Telephone: _____ Fax: _____ Attention: _____	Notices given to Citibank: Citibank, N.A. Level 26, 2 Park Street Sydney NSW 2000 Australia Tel: 02 8225 2250 Attention: Cameron Kraus
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ITEM 5 CTSM CONTACT DETAILS:

The Contact details for Citibank's Asia CSF Customer service are

Telephone: 1300 998 512
Email: ctsmmyopenaccountqueries@citi.com

Supplier Signatories (1) _____ **Citibank Signatories (1)** _____
(2) _____ **(2)** _____

PRICING SCHEDULE

(to a Supplier Agreement between Citibank, NA and the Supplier identified in the First Schedule)

A. Receivables Discounting Fees and Charges:

“Discount Charge” for each Discount Offer is defined as the Payment Amount multiplied by the Discount Rate;

so that: Discount Charge = Payment Amount x Discount Rate.

Where:

“Payment Amount” is the face amount of Receivables due from a Buyer on the Payment Due Date, as set forth in a Pre-Payment Notice.

“Discount Rate” means the annual percentage rate, calculated as the sum of the Interest Rate prevailing on the Discount Offer Date and the Spread, multiplied by the Discount Acceptance Period and divided by 365 for Australian and New Zealand Dollars and 360 for Alternate Currency :

So that: Discount Rate = (Interest Rate + Spread) x (Discount Acceptance Period / (365 or 360)).

“Interest Rate” for Australian dollars means BBSW (Bid) Rate, New Zealand dollars means BKBM (Bid) Rate and for an Alternate Currency means LIBOR

“Spread” is equal to 1.50% per annum.

“Discount Acceptance Period” is the number of days in the period starting from (and including) the date two Business Days after the Discount Offer Date until (but excluding) the Payment Due Date.

“Discount Offer Date” means the date that the System processes each Discount Offer.

“Payment Due Date” means the date payment by a Buyer of the Payment Amount is due as specified in the Pre-Payment Notice.

B. Other Fees and Charges: Citibank reserves the right to assess and charge processing fees from time to time. Such fees payable to

Citibank shall be as follows:

- | | | |
|----|--|---------------------------|
| a) | Receivable purchase fee | [Waived] |
| b) | Payment transaction fee | [Waived] |
| c) | Receivable registration and Search fee | [AUD \$10 per transfer] |

C. Validity Period

- 1) This Pricing Schedule shall commence on the Effective Date and continue until termination of the Agreement or its amendment.
- 2) This Pricing Schedule may be amended (a) by mutual agreement of the parties in writing, or (b) amendments specified by Citibank in its sole discretion, subject to Citibank giving the Supplier at least 30 days’ prior written notice.

Supplier’s Signatories (1) _____

Citibank Signatories (1) _____

(2) _____

(2) _____

Setup Form – New Supplier Account

*This Setup Form should be used to automatically convert the balance of your receivables account to cash. Those marked with a * are mandatory. Please type or print clearly in black or dark blue ink.*

1. Company Details				
* Company Name (full legal, registered name, including any suffix, such as “Pty Ltd”)				
* Place of business address				
* City		* State/ Province		* Postal Code
* Country		* Main Phone Number		
Company Website Address/URL				
* Country of Company Incorporation				
* Australian Business Number (ABN) or relevant country’s company registration details				
Buyer Company Name				

2. Company Director & Major Shareholder Details

Please outline the details of all company directors, and any major shareholders (>25% shareholding). If you require more space, please photocopy this page and attach to this form.

1	* Director Name			
	* Director or Major Shareholder?			
	* Address			
	* City			
	* State/Province, Country		* Postal Code	
	* Nationality		* Date of Birth	
2	* Director Name			
	* Director or Major Shareholder?			
	* Address			
	* City			
	* State/Province, Country		* Postal Code	
	* Nationality		* Date of Birth	
3	* Director Name			
	* Director or Major Shareholder?			
	* Address			
	* City			
	* State/Province, Country		* Postal Code	
	* Nationality		* Date of Birth	
4	* Director Name			
	* Director or Major Shareholder?			
	* Address			
	* City			

	* State/Province, Country		* Postal Code	
	* Nationality		* Date of Birth	
5	* Director Name			
	* Director or Major Shareholder?			
	* Address			
	* City			
	* State/Province, Country		* Postal Code	
	* Nationality		* Date of Birth	

3. Company “Designated Account” Details
Accounts where funds will be deposited by Citi

AUD Account	* Bank Name					
	* Account Currency	AUD	* Account Number			
	* Name on Bank Account					
	* Bank State Branch (BSB)					
	* Address					
	* City		* State /Province		* Postal Code	

4. Company Primary Contact Details

For service-related matters. Only the contacts listed here will be able to receive detail on the account and system, and must be able to identify themselves by using the email address as listed here. If a Primary Contact is also to be a User of the Citi system, please also complete the 5. User Details section. If you require more users than the space allows, please photocopy this page and attach at the end of the form.

Title (Mr., Ms., etc)		First Name	
* Last Name		Job Title	
* Telephone No. & Ext		Fax Number	
* Email Address			
* Address (street, city and state)			
* Postal code		Country	
Title (Mr., Ms., etc)		First Name	
Last Name		Job Title	
Telephone No. & Ext		Fax Number	
Email Address			
Address (street, city and state)			
* Postal code		Country	
Title (Mr., Ms., etc)		First Name	
Last Name		Job Title	
Telephone No. & Ext		Fax Number	
Email Address			
Address (street, city and state)			
Postal code		Country	
Title (Mr., Ms., etc)		First Name	
Last Name		Job Title	
Telephone No. & Ext		Fax Number	
Email Address			
Address (street, city and state)			
Postal code		Country	

5. User Details

For individuals requiring access to the system. If you require further users than the space allows, please photocopy this page and attach to the form.

Individual User 1	Title (Mr., Ms., etc.)	
	* First Name	
	* Last Name	
	Job Title	
	* Email Address	
	* Telephone Number & Ext.	
Individual User 2	Title (Mr., Ms., etc.)	
	First Name	
	Last Name	
	Job Title	
	Email Address	
	Telephone Number & Ext.	
Individual User 3	Title (Mr., Ms., etc.)	
	First Name	
	Last Name	
	Job Title	
	Email Address	
	Telephone Number & Ext.	
Individual User 4	Title (Mr., Ms., etc.)	
	First Name	
	Last Name	
	Job Title	
	Email Address	
	Telephone Number & Ext.	

Privacy Consents and Notifications

This section sets out important privacy consents that you give us by using Citi products. It also sets out important information about our collection, use, disclosure and management of your personal information.

In this section, 'we/us' means Citibank N.A. (Sydney) ("Citi") and 'you/your' means all customers named in this Agreement and other individuals (such as employees, guarantors, directors or shareholders) connected with those customers.

Purposes for which we collect, use and disclose your personal information

- 1) We collect, use and disclose your personal information:
 - to provide and manage your products, accounts and services and to manage your relationship and arrangements with us;
 - so we can comply with applicable laws both in Australia and overseas (for more details about relevant Australian laws please see our Privacy Policy); and
 - for other purposes as listed in our Privacy Policy.

If you do not provide us with the information we ask for or the information provided is incorrect or incomplete, we may not be able to maintain a commercial relationship with you or your employer.

We usually collect your personal information directly from you. However, sometimes we may need to collect personal information about you from third parties for the purposes described above. The circumstances in which we may need to do this include, for example, where we need information from a third party to assist us manage our relationships with your or your employer.

Disclosures of your personal information

- 2) We may disclose to, and obtain from, the following organisations personal information about you to for the purposes described above (as well as otherwise permitted by the Privacy Act):
 - our related companies, suppliers and organisations that carry out functions for us or on our behalf in Australia and overseas;
 - any signatory to the product for which you are applying;
 - any broker, financial, legal or other adviser acting in connection with your product or application;
 - regulatory and tax authorities in Australia and overseas
 - organisations wishing to acquire an interest in any part of Citi's business for assessing or implementing any such acquisition; and
 - other organisations as further set out in our Privacy Policy.

Disclosures to overseas recipients

- 3) Some of the recipients to whom we disclose your personal information may be based overseas. (For example, a disclosure to an overseas recipient may be necessary for operational reasons – such as because you have requested an international payment to be made or another product or service that involves an international element – or to comply with foreign legal or regulatory requirements. We may also use service providers based overseas).

It is not practicable to list every country in which such recipients are located but it is likely that such countries will include the United States of America, India, the Philippines and Singapore.

Our Privacy Policy (including how to access and correct information and make a complaint)

- 4) You can view the Citi Privacy Policy on our website www.citi.com.au or obtain a copy by calling us on 13 24 84. This policy includes information as to how you can access and/or seek correction of the personal information we hold about you. A charge may apply for providing you with access to your personal information. Our Privacy Policy also contains information as to how you can complain about a breach by us of the Privacy Act and how we will deal with such a complaint.

6. Additional Documentation Required

Please attach a copy of your bank statement including bank name, account name and account number **OR** a signed letter from your bank verifying your account name, account number and BSB (if applicable) **OR** a voided copy of a cheque or a deposit slip.

7. Supplier's Authorised Signatory

Please have two Company Directors sign this form. For all Australian businesses, the Corporations Act 2001 Section 127 will apply to these declarations. If you wish to assign any other signatories for Citi Supplier Finance, please attach their details to this form.

	Company Director 1	Company Director 2
* Signature		
* Name (printed)		
* Date		
For Internal Use of Citi		
Signature		
Name (printed)		
Date		
Buyer Name		