



Integrated Publication Solutions Specialist Retail Agreement

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Integrated Publication Solutions Certificate For Retailers

Newsagency:

Is authorised by Integrated Publication Solutions Pty Ltd to:

Sell the publications from the premises at: _____

Supply to other sellers

Effective date:

**Your Certificate and your Trading Terms Agreement form your contract with Integrated
Publication Solutions Pty Ltd, 655 Collins St Docklands, Victoria 3008**
Capitalised terms used in this agreement have the meaning given them in Schedule 5

1 APPOINTMENT AND TERM

1.1 Appointment as Specialist Retailer

- a) Subject to the terms of this agreement, Integrated Publication Solutions appoints the Specialist Retailer as its agent for the purpose of:
 - i. Selling the Publications to Customers at the Premises.
 - ii. Supplying publications to Specialist Retailers within the Territory.
 - iii. Procuring the appointment of General Retailers approved by Integrated Publication Solutions in the Territory and administering those General Retailers on behalf of Integrated Publication Solutions.
 - iv. Managing supplies of publications to General Retailers in order to maximise sales and minimise returns by each General Retailer.
 - v. Receiving payment for the publications from General Retailers in the Territory; and
 - vi. Paying the General Retailer Service Fee to the General Retailer in the Territory.
- b) For the avoidance of doubt, the Certificate will outline which purpose Integrated Publication Solutions has appointed the Specialist Retailer.

1.2 Term and Term Extension

- a) This agreement starts on the Commencement Date and continues for 5 years (initial term) unless terminated in accordance with this agreement.
- b) If no notice of termination is given under this agreement at the end of the initial term, then this agreement will extend for further consecutive terms of 12 months each. Any extension of this agreement under clause 1.2a will be on the same terms as this agreement.

1.3 Early Termination

- a) The parties acknowledge and agree that notwithstanding the provisions of clauses 1.2, Integrated Publication Solutions may terminate this agreement at any time without cause by giving at least 6 months written notice at any time to the Specialist Retailer.

2 TITLE AND RISK

2.1 Title

As between the parties to this Agreement, Integrated Publication Solutions retains title (whether in its own right or as agent, trustee or bailee for publishers under its agreements with publishers) to the Publications until they are sold to a Customer. Title to the Publications never transfers to the Specialist Retailer.

2.2 Risk

- a) The Specialist Retailer is liable for loss or damage to the Publications once they have been delivered by Integrated Publication Solutions:
 1. to the Specialist Retailer; or
 2. to a drop point agreed between Integrated Publication Solutions and the Specialist Retailer.

3 OBLIGATIONS OF SPECIALIST RETAILER

3.1 General obligations

- a) The Specialist Retailer agrees to make the Publications available for sale in the Premises in accordance with the Instructions and Performance Criteria in Schedule 1.
- b) The Specialist Retailer agrees to participate in marketing promotions and other initiatives by Integrated Publication Solutions designed to increase the circulation of the Publications.

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- c) The Specialist Retailer agrees to supply the Publications to General Retailer in accordance with the Instructions and Performance Criteria.
 - d) The Specialist Retailer agrees to use its best endeavours to promote the supply of the Publications to General Retailer in the Territory without preferring the General Retailer commercial interest over the General Retailer commercial interest so as to increase the sales and circulation of the Publications within the Territory on an efficient allocation basis so that General Retailer have appropriate supplies of Publications in order to maximise sales by each General Retailer and minimise returns to Integrated Publication Solutions.

3.2 Appointment and Administration of General Retailer

- a) The Specialist Retailer acknowledges that IPS may enter into Specialist Retailer agreements with the General Retailer in the Territory, on such terms and conditions as IPS determines from time to time if the Specialist Retailer be in breach of the General Retailer agreement.
- b) The Specialist Retailer agrees to perform and observe all of the provisions of General Retailer Agreements on behalf of IPS and such other agreements that IPS requests the Specialist Retailer to enter into with General Retailer in the Territory. In particular, the Specialist Retailer agrees to pay a Retail Service Fee to the General Retailer on behalf of IPS out of the payments made by IPS to the Specialist Retailer in accordance with the Schedule 2 and in line with the General Retailer Agreement.
- c) The Specialist Retailer will bear the risk of non-payment by General Retailer and indemnifies IPS against any loss which may be suffered by IPS as a result of non-payment by General Retailer under the General Retailer Agreements.
- d) The Specialist Retailer must not terminate a General Retailer Agreement or stop the supply of Publications to a retail outlet without first obtaining IPS's written consent, unless the sub owes money to the Specialist Retailer for non payment of account. In the event of such termination the Specialist Retailer will notify IPS.
- e) The Specialist Retailer agrees to perform such supervisory functions of the General Retailer as requested by IPS from time to time in relation to the implementation of presentation, display and promotion requirements under the General Retailer Agreements with IPS.
- f) The Specialist Retailer must only supply or provide delivery of the Publications to General Retailer in accordance with clauses 1.1. For the avoidance of doubt the Specialist Retailer must not:
 - 3. Provide Publications to persons outside the Territory except as provided for in clause 1.1d; or
 - 4. Supply Publications to any person other than as permitted under clause 1.1; or Supply Publications to any person who proposes to re-supply Publications for re sale or re-distribution (including, without limitation, as a free item with or without other goods and services).

3.3 Records

- a) The Specialist Retailer agrees to keep accurate, detailed and up to date Records within the POS system. When requested by Integrated Publication Solutions, the Specialist Retailer agrees at no cost to Integrated Publication Solutions to:
 - i. make the Records available for inspection and copying by Integrated Publication Solutions;
 - ii. provide the Records to Integrated Publication Solutions electronically using electronic transmission facilities.
 - iii. keep the Records confidential and not supply them to anyone other than Integrated Publication Solutions without Integrated Publication Solutions' prior written consent.

3.4 Operating from Premises

- a) The Specialist Retailer agrees to operate from the Premises and ensure that it has all necessary consents and approvals from all relevant authorities to operate from the Premises. The Specialist Retailer must notify IPS in writing if the Specialist Retailer is unable to operate from the premises for any reason.

4 DELIVERY

- a) Integrated Publication Solutions will arrange for the delivery of the Publications to the Specialist Retailer. Integrated Publication Solutions is not liable to the Specialist Retailer in any manner whatsoever for the non-delivery or the withdrawal from sale of Publications. The Specialist Retailer agrees to obtain supplies of Publications only from Integrated Publication Solutions unless Integrated Publication Solutions provides prior written consent to an alternative arrangement.
- b) The Specialist Retailer must provide Integrated Publication Solutions details of the drop point for delivery. The drop should be dry and secure as you are required to keep publications in good condition. You may request to change your drop point at anytime by providing 7 days written notice via email.

5 PAYMENT TERMS

5.1 Invoices

- a) Integrated Publication Solutions will invoice the Specialist Retailer each month in accordance with Schedule 2. The Specialist Retailer agrees to pay Integrated Publication Solutions in accordance with the invoice on or before the date specified in the invoice.
- b) The Specialist Retailer acknowledges and agrees that Integrated Publication Solutions may adjust payments to the Specialist Retailer in accordance with Schedule 2.
- c) For each invoice period the invoices will indicate a net charge which reflects:
 - i. The type and number of publications supplied multiplied by the net price,
 - ii. The number of publications properly returned by you and received by Integrated Publication Solutions, and
 - iii. Your commission on sale of the publications.

6 GST

6.1 Interpretation

- a. Except where the context suggests otherwise, terms used in this clause 6 have the meanings given to those terms by the GST Act.
- b. Unless otherwise expressly stated, all fees or other sums payable or consideration to be provided under this agreement are stated or calculated exclusive of GST.

6.2 Imposition of GST

If GST applies to any supply by a party under or in connection with this agreement, the consideration provided or to be provided for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply.

6.3 Tax Invoice

Any invoice rendered by a party to this agreement in connection with a Supply under this agreement that seeks to recover an amount of GST payable by that party must conform to the requirements for a Tax Invoice.

6.4 Adjustment of consideration for a Supply

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

6.5 Indemnity and reimbursement payments exclude input tax credit entitlements

If a party to this agreement is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this agreement, then the amount of the reimbursement must be reduced by an amount equal to any input tax credit to which the party being reimbursed (or its representative member) is entitled in relation to that loss, cost, expense or outgoing.

7 SUPPLY MANAGEMENT

Without limiting any right that Integrated Publication Solutions has under this agreement or otherwise, if the Specialist Retailer does not pay Integrated Publication Solutions in accordance with the relevant invoice or the Specialist Retailer is otherwise in breach of this agreement, then Integrated Publication Solutions may:

- a) withhold from the Specialist Retailer all or some of the Publications to be supplied by Integrated Publication Solutions.
- b) Terminate this agreement.

If non payment of the invoice or the breach of the agreement is under dispute and is following the dispute resolution process as set out in this agreement, then IPS can not withhold supply or terminate the agreement, as per clause 7, until the dispute has been resolved satisfactorily to both parties.

If supply of the Publications is withheld in accordance with clause 7, then the supply of the Publications to the Specialist Retailer or the normal payment terms for Publications will be resumed at Integrated Publication Solutions' discretion, once any outstanding payment has been made by the Specialist Retailer or the Specialist Retailer has remedied any breach of this agreement (as the case may be), to Integrated Publication Solutions' satisfaction.

8 TERMINATION

8.1 Rights to terminate immediately

Notwithstanding any other provision of this agreement, Integrated Publication Solutions may terminate this agreement by notice to the Specialist Retailer with immediate effect if:

- a) the Specialist Retailer becomes Insolvent; or
- b) the Specialist Retailer ceases or is unable to carry on the business of selling Publications from the Premises; or
- c) the Specialist Retailer attempts to transfer, assign, novate, lease or subcontract any right or obligation under this agreement without the prior written consent of Integrated Publication Solutions; or
- d) the Specialist Retailer is convicted of a serious civil or criminal offence which could adversely affect Integrated Publication Solutions' interests or reputation; or
- e) the Specialist Retailer does not pay Integrated Publication Solutions in accordance with the relevant invoice.

8.2 Other termination rights and Defaults

This agreement may be terminated by Integrated Publication Solutions giving the Specialist Retailer one month's notice, if the Specialist Retailer:

- a) breaches this agreement (and the breach is not a Default) and;
- b) the breach is not capable of being remedied; or
- c) the breach is capable of being remedied but the Specialist Retailer fails to remedy the breach within 7 days of being notified to do so by Integrated Publication Solutions; or
- d) has committed three Defaults in any 12 month period; or
- e) has committed five Defaults in any three year period.

8.3 Warning of Defaults

Integrated Publication Solutions will notify the Specialist Retailer in writing of any conduct that in Integrated Publication Solutions' view amounts to a Default. On receiving a notice, the Specialist Retailer must rectify the conduct referred to in the notice within 7 days. The Specialist Retailer may seek the assistance of their industry representative during this 7 day period. If the Specialist Retailer does not rectify that conduct within 7 days, or if the Specialist Retailer subsequently repeats such conduct, Integrated Publication Solutions may issue a notice to the Specialist Retailer advising that the Specialist Retailer has committed a Default and may make adjustments to the payments that the Specialist Retailer receives under Schedule 2 of this agreement. For the avoidance of doubt, where the Specialist Retailer repeats conduct that Integrated Publication Solutions has previously warned in Integrated Publication Solutions' view amounts to a Default, Integrated Publication Solutions is entitled to issue a Default without further notice.

8.4 Specialist Retailer's right to terminate without cause

This agreement may be terminated by the Specialist Retailer without cause by giving three months written notice to Integrated Publication Solutions. If the Specialist Retailer terminates this agreement under this clause 8.4, Integrated Publication Solutions reserves the right to terminate any other agreement between Integrated Publication Solutions and the Specialist Retailer by notice to the Specialist Retailer.

8.5 Consequences of termination

- a) Termination of this agreement by Integrated Publication Solutions in accordance with this agreement will not prejudice any claim that Integrated Publication Solutions may have against the Specialist Retailer.
- b) On the termination of this agreement, the Specialist Retailer must supply Integrated Publication Solutions with copies of the Records required to be kept by the Specialist Retailer in accordance with this agreement, must return all Publications, point of sale material, posters, stands and other property and material provided by Integrated Publication Solutions to the Specialist Retailer, and must immediately pay all money that the Specialist Retailer owes to Integrated Publication Solutions. The Specialist Retailer agrees to permit Integrated Publication Solutions access to the Premises to facilitate compliance with this clause.

9 INSURANCE AND INDEMNITY

9.1 Insurance

- a) The Specialist Retailer agrees to maintain public liability insurance of \$10 million in relation to the Specialist Retailer's business and provide Integrated Publication Solutions with evidence of such insurance and any other relevant insurance on request.

9.2 Indemnity

- a) The Specialist Retailer agrees to indemnify and keep indemnified Integrated Publication Solutions, Integrated Publication Solutions' agents and employees against any damage, loss, cost or expense (including reasonable legal fees and other costs), arising out of:
 - i. any breach of this agreement by the Specialist Retailer; or
 - ii. any claim (including in relation to goodwill) by the Specialist Retailer against Integrated Publication Solutions arising from any decision by Integrated Publication Solutions to terminate or not renew or extend this agreement in accordance with its terms; or
 - iii. the conduct of the Specialist Retailer's business (including acting outside the scope of the Specialist Retailer's appointment as an agent under this agreement) and the acts and omissions of the Specialist Retailer and its employees, agents and contractors,

except to the extent that the loss was caused by, or contributed to, by Integrated Publication Solutions' negligence. This indemnity continues after this agreement terminates or is terminated.

9.3 Limitation of liability

- a) To the full extent permitted by law, Integrated Publication Solutions is not liable for loss of business revenue and profits, loss or corruption of data, failure to realise expected profits or savings, other commercial or economic loss, or any other indirect or consequential loss or damage arising out of this agreement or its termination by Integrated Publication Solutions under clause 8.

10 DISPUTE RESOLUTION

- a) Any dispute that arises between Integrated Publication Solutions and the Specialist Retailer in connection with this agreement must be dealt with in accordance with the Dispute Resolution Procedure. In the event of such a dispute, the Specialist Retailer is to be represented by the person nominated as the Contact Person for the Specialist Retailer or any other nominee as advised in writing and Integrated Publication Solutions will be represented by Integrated Publication Solutions' General Manager or their respective nominee. Each party agrees to pay its own costs of complying with the Dispute Resolution Procedure and this clause 10.

11 SALE OR ASSIGNMENT AND CHANGE IN CONTROL

11.1 Sale or assignment

- a) The Specialist Retailer must notify IPS immediately of the sale or transfer its business, or transfer or subcontract any of its rights or obligations under this agreement. The Specialist Retailer acknowledges such a sale may affect the payments applicable under any new agreement. This clause 11.1 also applies to any transfer of shares, declaration of trust, lease, franchise agreement or other transaction under which the control of the Specialist Retailer's business or any corporation owning it passes to another person or corporation.

12 NOTICES AND MISCELLANEOUS PROVISIONS

12.1 Relationship between the parties

The relationship between Integrated Publication Solutions and the Specialist Retailer is that of principal and agent in respect of the Specialist Retailer's supply of Publications to the public on Integrated Publication Solutions' behalf. Except as expressly set out in this agreement, the Specialist Retailer is an independent contractor and is not an agent, employee, servant, partner, joint venturer or franchisee of Integrated Publication Solutions.

12.2 Goodwill

- a) This agreement does not confer upon the Specialist Retailer nor will the assignment, transfer, novation or subcontracting of this agreement as part of the Specialist Retailer's business in accordance with clause 8.1, confer upon such a purchaser or other party any right of property or goodwill in the business of the sale of Publications.

12.3 Confidentiality

- a) The parties must keep the terms of this agreement confidential except where such information goes into the public domain other than through breach of this agreement or where such information is required to be disclosed by law. The Specialist Retailer must keep the Records confidential and may not disclose the Records to anyone other than Integrated Publication Solutions without the prior written consent of Integrated Publication Solutions.

12.4 Stamp duty

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- a) The Specialist Retailer agrees to pay any stamp duty (including any fines or penalties) payable or assessed in relation to this agreement.

12.5 No representations

- a) Each party acknowledges that in entering into this agreement it has not relied on any representations or warranties about its subject matter except as provided in this agreement.

12.6 Capacity

- a) Each party warrants to the other that it has full power to enter into this agreement and that this agreement constitutes valid and binding obligations upon it enforceable in accordance with its terms.

12.7 Assignment by Integrated Publication Solutions

- a) Integrated Publication Solutions can assign, novate, sub-contract or authorise the transfer of Integrated Publication Solutions' functions, rights or obligations to all or any part of this agreement at any time after notifying the Specialist Retailer.

12.8 Entire agreement

- a) This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on its subject matter, except that the making of this agreement will not relieve either party from paying unpaid invoices to the other under the terms of any previous agreement or appointment.
- b) The Specialist Retailer may not set off or seek to apply any claim it may have under this agreement against any amount owing by the Specialist Retailer to Integrated Publication Solutions under this agreement without the prior written consent of Integrated Publication Solutions.

12.9 Waiver and variation

- a) Except as specifically provided for in this agreement, a provision of or a right created under this agreement may not be:
- i. waived except in writing signed by the party granting the waiver; and
 - ii. varied except in writing signed by the parties.
- b) Integrated Publication Solutions can vary the schedules to, and policies referred to in this agreement at any time by notifying the Specialist Retailer in writing.

12.10 Integrated Publication Solutions distribution structure

- a) For the avoidance of doubt, the Specialist Retailer agrees that Integrated Publication Solutions is, in all respects whatsoever, entitled to carry on the business of distributing and selling Publications as it considers appropriate in accordance with its business policy and commercial practices from time to time.
- b) Should the Specialist Retailer be unable to service its General Retailer to the agreed level as outlined in this document then IPS has the right to find alternative arrangements to ensure business continuity.

12.11 Approval and consent

- a) A party may give or withhold its approval or consent conditionally or unconditionally in its absolute discretion unless this agreement provides otherwise.

12.12 Severability

- a) If the whole or any part of this agreement is void, unenforceable or illegal in a jurisdiction, or is severed for that jurisdiction, the remainder of this agreement has full force and effect and the

validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

13 Governing Law

This agreement is governed by the law in force in the State of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of that State.

EXECUTED as an agreement

EXECUTION PAGE

<p>SIGNED by) as authorised representative for INTEGRATED) PUBLICATION SOLUTIONS PTY LIMITED) in the presence of:) ) Signature of witness)</p>	<p>.....) Signature of authorised representative)</p>
<p>.....) Name of witness (block letters)) ) Address of witness)</p>	

If the Specialist Retailer is a company, this clause must be executed

<p>EXECUTED BY.....) Insert name of Specialist Retailer) in accordance with section 127(1) of the Corporations Act:) ) Name of director (block letters))</p>		<p>.....) Name of director/company secretary*) (block letters)) *Delete whichever is not applicable) ) Signature of director/company secretary*) *Delete whichever is not applicable)</p>
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If the Specialist Retailer is a partnership, this clause must be executed. All partners must execute this agreement

<p>SIGNED by) Insert name of signatory) in the presence of:) ) Signature of witness) ) Name of witness (block letters)) ) Address of witness)</p>	<p>SIGNED by) Insert name of signatory) in the presence of:) ) Signature of witness) ) Name of witness (block letters)) ) Address of witness)</p>
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If the Specialist Retailer is not a company and is not a partnership, this clause must be executed.

<p>SIGNED by) Insert name of signatory) in the presence of:) ) Signature of witness) ) Name of witness (block letters)) ) Address of witness)</p>	
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1 Price charged to Customers

The maximum price per copy that the Specialist Retailer may charge a Customer for a Publication is the price notified by Integrated Publication Solutions to the Specialist Retailer in writing from time to time.

2 Invoicing

All invoices for Publications must be paid by the due date specified by Integrated Publication Solutions on the invoice.

3 Returns of unsold Publications

Specialist Retailers in metropolitan and country areas must return unsold *covers only* (unless Integrated Publication Solutions requires full copies as notified by Integrated Publication Solutions from time to time), to reach the designated returns depots by the time stipulated in the returns form to qualify for credit. Credit will be refused if the covers are not received by the required time. All full copy returns required by Integrated Publication Solutions will be paid for by Integrated Publication Solutions. All returns must be submitted within 2 weeks after the off sale date. Integrated Publication Solutions will not give a credit for any publications which has not been returned or has been returned after the returns window has closed. Integrated Publication Solutions may approve credits, at its sole discretion, arising from late returns where extenuating circumstances have prevented the Specialist Retailer from submitting the credits before the return window closes.

Integrated Publication Solutions may provide additional guidelines on returns from time to time.

4 Shortages

All shortages must be notified to Integrated Publication Solutions before close of business on the day of delivery to qualify for creditor replacement from Integrated Publication Solutions. Replacement parcels will be sent next day wherever possible.

5 No inserts or additions

The Specialist Retailer must not add to or subtract from any Publication without Integrated Publication Solutions' prior written approval.

6 Condition of Publications

The Specialist Retailer must deliver the Publications to the Customer in a clean and presentable manner.

7 Equipment

Unless Integrated Publication Solutions otherwise consents, Specialist Retailers are required to have appropriate industry standard computer systems which enable the Specialist Retailer to keep and transmit the Records as required by this agreement. The Specialist Retailer must provide upon request from Integrated Publication Solutions, supply, sales and returns data via:

- (a) electronic transmission to and from Integrated Publication Solutions in a form compatible with Integrated Publication Solutions' computer systems (EDI).
 - ◆ This information is to be maintained accurately and supplied without charge.
 - ◆ Integrated Publication Solutions will not accept retailer "scan data" as the basis for payment for Integrated Publication Solutions products or for returns claims.

8 Presentation of Publications

The Specialist Retailer must ensure that Publications supplied by IPS are to be displayed in a clean and presentable manner in accordance with the Instructions and Performance Criteria and that assistance is provided to Customers regarding the Publications as requested. Integrated Publication Solutions may issue guidelines on display and sale of Publications from time to time.

9 Trading hours of Premises

The Specialist Retailer must advise Integrated Publication Solutions of its operating hours and ensure that information is kept up to date.

10 Supply Criteria

- ◆ Integrated Publication Solutions acknowledges that the Specialist Retailer is in the best position to determine the optimum supply levels and grants primary control of supply to the Specialist Retailer to make supply adjustments to best meet the needs of their business.
- ◆ Integrated Publication Solutions will support the “Pull” supply model granting greater flexibility for Specialist Retailers to choose the titles and quantities they require in line with Integrated Publications business rules.
- ◆ The Specialist Retailer agrees to stock and sell all publications secured onto the Integrated Publication Solutions supply chain platform for minimum of three editions, excluding all publications with a shelf life of greater than 6 months. This requirement is limited to 6 titles per calendar month.
- ◆ Integrated Publication Solutions will allow a suitable timeframe for the Specialist Retailer to adjust supply levels of publications after allocation modelling has been completed.
- ◆ The Specialist Retailer agrees to maintain ranging of a publication if there is evidence of sales in either the preceding 6 months or three editions which ever is greater.
- ◆ The Specialist Retailer understands that there is no early returns process for the Publications.
- ◆ The Specialist Retailer agrees to use its best endeavours to maximise sales of all of the Publications and maintain availability throughout their respective on sale periods.
- ◆ Publications are to be supplied to the Customer in the same good condition as they are delivered to the Specialist Retailer.
- ◆ Publications must remain on sale for the Specialist Retailer’s entire trading hours on the day of on sale, or for the life of the Publication. The latest edition of a Publication must always be displayed. If the Publications are sold out prior to the end of the on sale period for the relevant Publication, the Specialist Retailer can call Integrated Publication Solutions to request that additional Publications be delivered to the Specialist Retailer. Integrated Publication Solutions will endeavour to make extra copies of the Publications available for this purpose.
- ◆ The Specialist Retailer agrees to maintain accurate and up to date Records for the purposes of this agreement.

Integrated Publication Solutions may provide other reasonable Instructions and Performance Criteria and amendments to these Instructions and Performance Criteria from time to time by giving notice to the Specialist Retailer.

11 General Retailer management

- ◆ If you are authorised to supply the publications to a General Retailer it will be shown on your certificate.
- ◆ If your certificate shows you are authorised to supply the publications to a General Retailer you will treat them as you are entitled to be treated under this contract and supply them on the same basis as Integrated Publication Solutions supply to you except in regards to service fee which is outlined in the General Retailer Agreement. Any publications supplied by you to another seller will continue to be owned by Integrated Publication Solutions until they are sold.
- ◆ The Specialist Retailers agrees to maintain an effective relationship with the General Retailer.
- ◆ The Specialist Retailer agrees to accurately advise Integrated Publication Solutions with General Retailer supply and sales data for each edition of the Publications.
- ◆ The Specialist Retailer agrees to maintain an adequate supply of publications to the General Retailer to maximise sales opportunities of the publications.
- ◆ The Specialist Retailer agrees to supply the Publications to the General Retailer on the day of delivery, at the latest, after delivery by Integrated Publication Solutions.

12 Marketing and Promotions

- ◆ The Specialist Retailer agrees to participate and complete 4 questionnaires per annum and respond within 4 weeks of notification. The questionnaires may include information on, promotional unit shifts, store sales data and General Retailer information.
- ◆ The Specialist Retailer agrees to participate in 4 national promotional campaigns per annum at no additional costs.
- ◆ The Specialist Retailer agrees to support all 4 compulsory Integrated Publication Solutions merchandising/promotional activities including adequate and prominent display of all Integrated Publication Solutions point of sale material (P.O.S.).
- ◆ Integrated Publication Solutions agrees to pay the Specialist Retailer a fee for supporting any promotion outside of the 4 nominated promotions per annum. The fees payable are outlined in schedule 2 Payments. The Specialist Retailer must provide evidence of promotional support to receive payment and adhere to the marketing and promotional guidelines and advised by integrated Publication Solutions from time to time.
- ◆ The Specialist Retailer may nominate themselves to participate in any promotional activity outside of the 4 scheduled promotions subject to approval by integrated Publication Solutions.
- ◆ Integrated Publication Solutions agrees to provide 4 weeks notice on scheduled promotional campaigns.

13 Communications

- ◆ Integrated Publication Solutions MUST provide a newsletter updating the industry on topics including but not exclusive to: new publications, system updates, promotions and business policies.
- ◆ Integrated Publication Solutions will provide the Specialist Retailer a communication platform to effectively communicate with Integrated Publication Solutions.

1 Invoicing

Integrated Publication Solutions will provide the Specialist Retailer with an invoice which will include:

- ◆ the number of Publications delivered by Integrated Publication Solutions to the Specialist Retailer in the period invoiced;
- ◆ the number of Publications that were returned to Integrated Publication Solutions in accordance with the Instructions and Performance Criteria for the previous period invoiced;
- ◆ the amount payable by the Specialist Retailer calculated in accordance with this schedule;
- ◆ details of all other Supplies made by Integrated Publication Solutions to the Specialist Retailer under this agreement in the period invoiced;
- ◆ the GST payable on the Supply of Publications by Integrated Publication Solutions to Customers;
- ◆ the GST inclusive amount of the adjustment for the number of Publications referred to in paragraph (b);
- ◆ the GST payable for the services Supplied by the Specialist Retailer to Integrated Publication Solutions and set out in the table below (only applicable if Integrated Publication Solutions is able to create a “recipient created invoice”); and
- ◆ the GST payable on any Supplies under this agreement made by Integrated Publication Solutions to the Specialist Retailer,

together with any other costs, charges and expenses that Integrated Publication Solutions is entitled to charge under this agreement together with other relevant data as Integrated Publication Solutions determines.

2 Payment Terms

The Specialist Retailer’s entitlement to payments is based upon the Payment Table set out below, the Specialist Retailer’s compliance with the Instructions and whether the Specialist Retailer has been issued with any Defaults. Percentages set out in the Payment Table below refer to a percentage commission based on the cover price (excluding GST) of units sold. For the avoidance of doubt, the Specialist Retailer is not entitled to any additional payments other than those set out in this Schedule and may not make any set off or deduction without Integrated Publication Solutions’ prior written agreement.

Note: Payment of invoices must be as specified in the invoice.

Payment Table

Account Type	Base Commission	Service Fee Commission	Total possible Commission
Specialist Retailer	25%	2%	27%

Notes:

- The 2% Service Fee arises because the Specialist Retailer is providing a full specialised service on behalf of Integrated Publication Solutions and is complying with the following performance criteria:

Performance Criteria Payments Table

1	3	
Windows Based Pos System / Xchange IT Compliant / online transactions	General Retailer Management and data transparency	Total Possible Service Fee
1%	1%	2%

- Payment terms are 21 days after end of month. IPS will supply the Specialist Retailer via post or email with a tax invoice every month. Payment can be made by the following options:
 1. Mail – Credit Card or Cheque
 2. Bill Pay
 3. Phone – Credit Card and BPAY
 4. EFT

Marketing and Promotions

Integrated Publication Solutions agrees to pay the Specialist Retailer the following fee for any marketing and promotional support outside of the 4 primary promotional campaigns.

Payment Table

Marketing and Promotional Support Fee			
Small In Store Display	Pos Supplied	\$	8.00
Medium In Store Display	Pos Supplied	\$	12.00
Large In Store Display	Pos Supplied	\$	16.00

Payment of the Marketing and Promotional support fee is subject to compliance. Photo evidence of the display must be submitted during the promotion to receive payment.

3 Adjustments

The Specialist Retailer acknowledges that Integrated Publication Solutions may make adjustments to the payments to the Specialist Retailer based on the Specialist Retailer's compliance with this agreement and the Defaults issued to the Specialist Retailer.

4 GST

For the purposes of the application of GST under this agreement, the following words have these meanings:

Adjustment and **Adjustment Note** have the same meaning as in the GST law.

GST or **goods and services tax** means a tax, duty, levy, charge or deduction, imposed by or under the GST law, together with any related additional tax, interest, penalty, fine or other amount imposed in respect of the above.

GST law has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*.

Input tax credit has the same meaning as given by section 195 of the GST law.

Tax invoice means a tax invoice under the GST law.

Supply has the same meaning as given by section 195 of the GST law.

Tax or **Taxes** means all forms of taxes, including any tax on income, capital gains tax, sales tax, goods and services tax, levies, duties, charges, fees, deductions and other governmental imposts, charges, contributions, assessments, levies or liabilities relating to income tax, fringe benefits tax, superannuation and workers compensation as well as any interest, fine, penalty, charge, fee or other amount imposed in respect of the above.

Additional GST provisions are to be provided.

5 General Credit Terms

If the Specialist Retailer does not have a Commercial Credit Supply Account with Integrated Publication Solutions, one must be established and maintained by the Specialist Retailer.

Application for a Commercial Credit Supply Account is to be made on the standard Application for Commercial Credit Supply form available from Integrated Publication Solutions offices.

The granting or withdrawal of credit to the Specialist Retailer will be at the absolute discretion of Integrated Publication Solutions.

If the Specialist Retailer fails to make payments in accordance with the above, Integrated Publication Solutions may:

- a) cancel the Commercial Credit Supply Account and any other credit facilities provided;
- b) claim from the Specialist Retailer all costs relating to any action taken to recover moneys including any mercantile agency's costs, legal costs and disbursements on a solicitor/client basis;
- c) cease any further supply to the Specialist Retailer.

A written statement of debt duly signed by an authorised employee of Integrated Publication Solutions will be prima facie evidence and proof of the amount of indebtedness by the Specialist Retailer to Integrated Publication Solutions at that time.

Integrated Publication Solutions is under no obligation to consider or investigate any claims for credit arising from any supply but may, at its discretion, consider any claim only if:

- a) such claim is in writing ; and
- b) Full details are made known to Integrated Publication Solutions no later than fourteen (14) days from the date of any invoice for supply.

The Specialist Retailer acknowledges that the execution of this agreement constitutes an application for the provision of commercial credit by Integrated Publication Solutions to the Specialist Retailer.

The Specialist Retailer further acknowledges that Integrated Publication Solutions may:

- (i) obtain a commercial and a consumer credit report containing information about the Specialist Retailer from a credit reporting agency; and
- (ii) exchange credit information about the Specialist Retailer with a credit reporting agency and other providers of credit as named in their credit application or a credit report from a credit reporting agency; and
- (iii) use information provided by the Specialist Retailer and credit reporting agency to determine credit terms between Integrated Publication Solutions and the Specialist Retailer and the appropriateness of requiring a security deposit, bank guarantee or a personal, director or trustee guarantee as appropriate; and
- (iv) use and share with its Related Bodies Corporate, information about the Specialist Retailer.

Integrated Publication Solutions may make amendments and additions to this schedule from time to time by giving notice to the Specialist Retailer.

- 1 Non payment by the Specialist Retailer to Integrated Publication Solutions of an invoice for the Publications on the due date specified in the invoice.
- 2 Failure to comply with the display requirements set out in the Instructions and Performance Criteria.
- 3 Failure to comply with Integrated Publication Solutions returns policy set out in the Instructions and Performance Criteria or providing any misleading or deceptive returns.
- 4 Failure to open the retail premises for business for the trading hours set out in the Instructions and Performance Criteria.
- 5 Refusal to stock the Publications requested by Integrated Publication Solutions.
- 6 Knowingly selling to a person who the Specialist Retailer knows or reasonably ought to know, proposes to resell or resupply or is likely to resell or resupply Publications for re-sale or re-distribution (including, without limitation, as a free item with or without other goods and services).
- 7 Failure to support marketing promotions or other initiatives to increase the sale of Publications when directed to by Integrated Publication Solutions in accordance with the Instructions and Performance Criteria.
- 8 Failure to supply to Integrated Publication Solutions the Records, or failure to allow Integrated Publication Solutions to inspect the Records in accordance with this agreement.
- 9 Adding or subtracting from Publications in contravention of the Instructions and Performance Criteria.
- 10 Failure to operate from the Premises in accordance with this agreement.
- 11 Failure to pay the outstanding invoice on time
- 12 Conducting the Specialist Retailer's business in a manner which adversely affects Integrated Publication Solutions' interests or reputation.
- 13 Failure to obtain or maintain the computer equipment in accordance with the Instructions and Performance Criteria.
- 14 Failure to display the latest posters in accordance with the Instructions and Performance Criteria.
- 15 Failure to comply with the payment provisions in schedule 2.

Integrated Publication Solutions may make reasonable amendments and additions to this schedule from time to time by giving notice to the Specialist Retailer.

SCHEDULE 4**DISPUTE RESOLUTION PROCEDURE**

If a dispute arises between the parties in connection with this agreement, the parties undertake in good faith to use all reasonable endeavours to settle the dispute in accordance with the procedures contained in this schedule.

- 2 Unless a party to this agreement has complied with paragraphs 3 to 5 of this schedule, that party may not commence court proceedings or arbitration relating to any dispute arising from this agreement except where a party seeks urgent interlocutory relief. Where a party to this agreement fails to comply with paragraphs 3 to 5 of this schedule, any other party to the agreement in dispute with the party so failing to comply need not comply with this clause before referring the dispute to arbitration or commencing court proceedings relating to that dispute.
- 3 Any party to this agreement claiming that a dispute has arisen under this agreement between any of the parties to this agreement shall give written notice to the other party or parties in dispute designating as its representative in negotiations relating to the dispute a person with authority to resolve the dispute. Each other party given written notice shall promptly give notice in writing to the other parties in dispute designating as its representative in negotiations relating to the dispute a person with similar authority.
- 4 The designated persons shall, within 10 days of the last designation required by paragraph 3 of this schedule, following whatever investigations each considers appropriate, seek to resolve the dispute.
- 5 If the dispute is not resolved within the following 10 days (or within such further period as the representatives may agree is appropriate) the parties in dispute shall within a further 10 days (or within such further period as the representatives may agree is appropriate) seek to agree on a process for resolving the whole or part of the dispute through means other than litigation or arbitration, such as further negotiations, mediation, conciliation, independent expert determination or mini-trial and on:
 - (a) the procedure and timetable for any exchange of documents and other information relating to the dispute;
 - (b) procedural rules and a timetable for the conduct of the selected mode of proceeding;
 - (c) a procedure for selection and compensation of any neutral person who may be employed by the parties in dispute; and
 - (d) whether the parties should seek the assistance of a dispute resolution organisation.

For the purposes of such a dispute resolution process, the Specialist Retailer and IPS agree to share the costs of an external party and as a result the Specialist Retailer must lodge a bond with Integrated Publication Solutions of \$500.00 for the purposes of paying an external party used to resolve the dispute. The parties acknowledge and agree that they will not use external lawyers for the purposes of such dispute resolution process under this paragraph 5; however, the parties may appoint a non lawyer representative by providing prior written notice to the other party.

- 6 The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is to attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process established by this clause for any purpose other than in an attempt to settle a dispute between the parties to this agreement.
- 7 After the expiration of the time established by or agreed under paragraph 5 of this schedule for agreement on a dispute resolution process, any party which has complied with the provisions of paragraphs 3 to 5 of this schedule may in writing terminate the dispute resolution process provided for in those clauses and may then refer the dispute to arbitration or commence court proceedings relating to the dispute.

Integrated Publication Solutions may make reasonable amendments and additions to this schedule from time to time by giving notice to the Specialist Retailer.

1 Definitions

The following words have these meanings in this agreement unless the contrary intention appears.

Additional Term is defined in the Details Section.

Breach means any failure to fulfil an obligation as outlined in this agreement or act or omission which is not permitted this agreement.

Certificate - Certificate means the Independent Publication Solutions Certificate for Retailers set out at the front of this document.

Commencement Date is defined in the Details Section.

Contact Person means the person or persons so identified in the Details Section.

Cover Price means the maximum sale price of a publication.

Current Schedule means the last schedule we sent to you.

Customer means any person who wishes to purchase a Publication from the Specialist Retailer at the Premises.

Delivery Quantity means the number of copies of a publication we agree to deliver to you from time to time.

Delivery means when the contracted transport company unloads the publications in full at the destination as nominated by the Specialist Retailer.

Details Section means the section so entitled on the cover page of this agreement.

Deemed Transfer means any transaction or dealing (including a transfer of shares, declaration of trust, lease or franchise agreement) under which the control (direct or indirect) of the Specialist Retailer's business or, in the case of a Specialist Retailer business owned by a corporation, the control (direct or indirect) of the corporation, is transferred or passes to another person.

Default means any of the defaults listed in schedule 3 as amended by Integrated Publication Solutions in writing from time to time.

Dispute Resolution Procedure means the dispute resolution procedure set out in schedule 4 as amended by Integrated Publication Solutions from time to time.

Drop Point means a place for delivery to you of our publications agreed with you from time to time.

GST is defined in schedule 2.

General Retailer is as a retailer that does not have a direct trading account with integrated Publication Solutions

Initial Term is defined in the Details Section.

Insolvent has the same meaning as in section 95A of the Corporations Law.

Instructions and Performance Criteria means the instructions and performance criteria for the sale of Publications as set out in schedule 1 as amended by Integrated Publication Solutions from time to time.

Invoice Period means the period for payment of an invoice shown on the invoice which will usually be between 7 and 30 days.

Premises are defined in the Details Section.

Publications means publications of Integrated Publication Solutions or any of Integrated Publication Solution's Related Bodies Corporate from time to time which produce or distribute publications, as nominated by Integrated Publication Solutions from time to time, and other publications, materials or products nominated by Integrated Publication Solutions to the Specialist Retailer from time to time.

Records mean the following information:

- (a) the number of Publications that are delivered by Integrated Publication Solutions to the Specialist Retailer;
- (b) the number of Publications that are sold by the Specialist Retailer to Customers;

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- (c) The number of General Retailer;
 - (d) The number of copies of each publication supplied and sold through each General Retailer;
 - (e) the number of Publications that are delivered by Integrated Publication Solutions to the Specialist Retailer and returned by the Specialist Retailer to Integrated Publication Solutions in accordance with the Instructions and Performance Criteria; and
 - (f) spends and reports on promotions and marketing initiatives in relation to the Publications; and

such other information relating to the Publications as Integrated Publication Solutions may request.

Related Body Corporate in relation to a body corporate means a body corporate that is related to the first mentioned body by virtue of section 50 of the Corporations Law.

Returns Window means the length of time the returns will be accepted after the on sale date.

Sale of Business Criteria means the criteria for the sale of the Specialist Retailer's business as set out in schedule 5 as amended by Integrated Publication Solutions from time to time.

Sale Period means the time frame which we tell you that a publication must be available for sale.

Specialist Retailer Agreement means an agreement so entitled between Integrated Publication Solutions and a person determined by Integrated Publication Solutions to be a "Specialist Retailer".

Specialist Retailer means any business that has been given authority by Integrated Publication Solutions to supply publications to a General Retailer for sale to the Customer.

Territory is defined as the geographical boundaries as acknowledged by the major metropolitan mastheads throughout Australia.

2 Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to this agreement or another instrument includes any variation or replacement of either of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (e) the word person includes a firm, body corporate, an unincorporated association or an authority;
- (f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (g) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (h) the verb "include" (in all its parts, tenses and variants) is not used as, nor it is to be interpreted as, a word of limitation; and
- (i) all words defined as one part of speech are to be given a corresponding meaning when used as other parts of speech.

In interpreting this agreement, no rule of construction applies to the disadvantage of a party because that party or its solicitor was responsible for the preparation of this agreement or any part of it.

Headings are inserted for convenience and do not affect the interpretation of this agreement.