



COMMUNICATIONS PTY. LTD.

456 Waverley Road East Malvern Vic 3145
Phone: (03) 9571 1555 - Fax: (03) 9571 9124

Dear Sir / Madam

As your new authorised Telstra distributor for the region we welcome you. We will endeavour to exceed your expectation in all aspects from delivery time to product availability. Attached is the new **Retail Agreement**. Please provide all the relevant information and forward back to us via fax or mail, whichever is convenient to you ASAP.

To insure prompt and effective service, with minimum delays we have two method of payment. The choice of the most suitable method for your business is yours.

Option 1: 14 DAY TRADING ACCOUNT

To obtain an account you must complete the attached **DIRECT DEBIT FORM**. Payment will automatically be debited from the nominated account 14 days from date of invoice. Invoice number and date of debit will be shown on your bank statement. If exceptional circumstances occur where funds will not be available on the due date, please ring the office so that we can re-schedule the debit.

Option 2: PREPAID

You order and pay for the products by **Cheque, Credit Card** or **Direct Deposit** into our account. The order will be shipped upon the cleared funds reaches our account.

Account Name: J & M Communications Pty. Ltd.
Bank: National Australia Bank
BSB: 083 214
Account Number: 48595 0548

It is imperative that when performing the transaction **YOU MUST USE YOUR ACCOUNT NUMBER AS THE REFERENCE NUMBER**. Then fax to us proof of the deposit.

We look forward to working with you.

Regards

Managing Director
Jacques Daggian



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Starter Kits and Pre-paid Cards

Please complete this application if you wish to sell Telstra Starter Kits and Telstra Pre-Paid Phone Cards ("Products")

Retailer details

Company or Business Name

ABN or ACN

Delivery Address

State: Postcode:

Business Address
(if different from Delivery Address)

State: Postcode:

Telephone Number (business)

Facsimile Number (business)

Customer ID N°. (if applicable)

Order

To order Products: Fax J & M Communications Pty. Ltd. on (03) 9571 9124
Or, e-mail sales@jmcomm.com.au
Or, phone (03) 9571 1555

Notices to must be sent to: J & M Communications Pty. Ltd.
456 Waverley Road
Malvern East Vic. 3145

Declaration

I agree to purchase and retail Products on the terms provided with this application form.

Signed _____ Name

Position _____ Date

Office Use ONLY

Signed _____ Name

Date

Terms & Conditions

These are terms on which [J & M Communications Pty. Ltd.](#) (“**we, us, our**”) will provide _____ (“**you**”) with Products.

By ordering Products, you agree to be bound by the following terms.

This agreement commences on the date that we receive a completed and signed Application Form.

Orders

To order Products you must give us a completed Application Form

We will accept your order by issuing an invoice. If we accept your order, we will use all reasonable endeavours to meet your orders.

If you cancel or change your order, you must pay all costs incurred by us as a result.

Payment

You must pay us the price specified on the invoice.

For account customers the price must be paid within **Fourteen (14) Days** of the date of the invoice.

If paying by direct debit, we will debit your payment for the Products **Fourteen (14)** after the date of the invoice.

If you fail to pay the price for the Products you acknowledge that we can have access to your premises to recover the Products in your possession, which have not been paid for.

Delivery

We will deliver the Products to the Delivery Address specified in the Application Form.

We may charge you a delivery fee if the face value of the Products to be delivered is less than **\$AUS 600.00**

Risk in the Products passes to you on delivery.

Title in the Products passes to you on full payment of the invoices provided by us.

Obligations

You must use your best endeavours to:

- Promote and extend the demand of the Products, goodwill and reputation;
- Display any point of sale material provided by us (including without limitation, conditions of use for Products); and
- Sell each Card within a reasonable period before the Expiry Date of that Card.

You must **NOT**:

- Modify or tamper with the Products in any way, or
- Promote or sell a competitor’s product as a Telstra product.

Termination

We may terminate this agreement immediately by giving you notice if :

- You become insolvent (or bankrupt if you are an individual);
- Your bring our name, or that of Telstra or Travelex, or any of our, Telstra’s or Travelex’s services, or personnel into disrepute;
- You breach this agreement and do not remedy the breach within seven (7) days of being notified of it; or
- You onsell the Products to other retailers for any purpose.

If the distribution agreement between Telstra and Travelex or the sub-distribution agreement between us and Travelex is terminated, then this agreement will terminate with immediate effect.

Termination of this agreement does not affect any existing rights and obligations at the time of termination or ongoing rights and obligations under the headings “Trade Marks”, “Limitations of Liabilities” or “Indemnity”.

Limitation of Liability

All implied conditions and warranties are excluded from this agreement except those which cannot be legally excluded.

If our liability cannot be lawfully excluded, that liability is limited, to the extent permitted by law, to replacing defective or damaged Products.

Indemnity

You agree to indemnify us against any loss, liability or expense that we incur because:

- You breach any terms of this agreement; or
- Of any neglect or wrongful act or omission on your part.

Creditworthiness

You agree that we may obtain a credit report on you from a credit reporting agency or a trade reference from the company or business that you have nominated on the attached or separate trade reference form, for the purpose of assessing whether to accept your order for Products. We may disclose information about your creditworthiness to other credit providers.

Damaged or Faulty Cards

Where a customer claims a Product is faulty, you must advise the customer to call the customer service telephone number shown on the back of the Product.

If any Products are damaged, you must notify us within **Two (2) working days** and return the damaged Products immediately.

If we are not notified in accordance with this provision we will not replace any Products or refund any money paid for Products (including Cards that expired) unless required to do so by law.

GST

If GST is imposed on any supply by us to you under this agreement, you must pay to us the amount imposed at the same time as, and in addition without setoff to, the amount you are required to pay us for the supply in question, or on demand.

Record keeping

You must give to us the original copy of each Identification Form completed in respect of the sale of Starter Kits as soon as practicable after completing each sale. You must keep a copy of all such Identification Forms provided to us and all other forms and records required by Telstra or us from time to time and upon request must give Telstra or us access to them and copies of them if asked.

Customer Identification

1. You must ensure that the customer's proof of identification meets the minimum standards specified by Telstra from time to time. You must record these minimum standards of identification on the Identification Form in such manner as is required by Telstra. Any Identification Forms we receive without these minimum standards of identification may be rejected and Telstra or we may, in respect of each Starter Kit sold for which insufficient customer identification has been obtained, request that you repay any amount we have paid you in respect of that Product.

To the extent that you are required to obtain proof of identification you must be satisfied that the customer's proof of identification and other details are genuine, and in order to justify your claim for the payment amount provided in respect of each Starter Kit, you must be able to produce evidence of that genuineness.

Point of Sale Material

1. Telstra may prepare point of sale material such as leaflets, posters and faulty-card forms ("**Point of Sale Material**").
2. We will deliver all Point of Sale Material to your nominated address.
3. You must not produce, distribute or display any Point of Sale Material relating in any way to the Products, or which refers to Telstra, without obtaining Telstra's prior written consent.
4. You must publicly display at each place where Products are available for retail sale any Point of Sale Material (including, without limitation, the Conditions of Use) provided to you by us.
5. Your must make available a copy of the Conditions of Use for the Products to each customer who requests a copy at any point of sale.

Promotion and Advertising

1. Each Product Promotion will commence on the commencement date specified in each Product Promotion Schedule and will continue until further notice from Telstra or us.

2. You must:
 - (a) follow all Telstra's written instructions from time to time in respect of the sale, sales promotion and advertising of any Product Promotion; and
 - (b) comply with all laws and current industry guidelines and codes of conduct applicable to you.
3. You must not advertise or promote any Product Promotion in any way until Telstra or we notify you in writing that Telstra has approved your participation in the relevant Product Promotion and in any event not before the commencement date relevant to that Product Promotion.
4. You must not (and must not engage or assist any third party to):
 - (a) engage in any marketing or advertising campaign targeted at the customers of Telstra, whether by direct marketing, telemarketing or otherwise; or
 - (b) Contact by means of telemarketing any person that you know, or should reasonably have known, is a customer of Telstra, for the purpose or with the effect of encouraging customers of Telstra to connect to a telecommunications service which is not provided by Telstra.

Title

1. You acknowledge and agree that in respect of all Products which are Telstra's property or our property whether as a result of a customer returning a Product or otherwise ("Promotion Stock"), until you dispose of the Promotion Stock to a customer or, in the case of Products returned by a customer, to Telstra or us, you will:
 - (a) store the Promotion Stock separately so that it is clearly identifiable; and
 - (b) ensure that the Promotion Stock is stored free and clear of any incursions, interferences or contamination (including but not limited to fire, storm, flood, explosion, dirt and water); and
 - (c) keep the Promotion Stock safe and secure at all times inaccessible to any unauthorised person and complete as supplied by the manufacturer; and
 - (d) permit Telstra or us to have free and unhindered access to the Promotion Stock upon demand.
2. We or Telstra may from time to time provide you with merchandising material to promote Products. The merchandising material always remains the property of Telstra.