BETWEEN

INDUSTRY NUMBER MANAGEMENT SERVICES LIMITED
ACN 080 344 190

AND

SD NAME
ACN 000 000 000

Date:

CONTENTS

BETWEEN   **INDUSTRY NUMBER MANAGEMENT SERVICES LIMITED** ACN 080 344 190 of Suite 102, 24-30 Springfield Avenue, Potts Point NSW 2011 *(INMS)*

AND   **SD Name** ACN 000 000 000 of SD Address *(SD)*

1. BACKGROUND TO THE CONTRACT

1.1   INMS was established to facilitate the process of providing amongst other things number allocation and number portability for Freephone and Local Rate/13 services and to administer and manage the numbers and processes associated with providing number allocation and number portability for Freephone and Local Rate/13 services.

1.2   In 2003, INMS was also given the responsibility for allocating short-digit Premium Rate numbers.

1.3   Subscription to the Services of INMS is open to all CSP's.

1.4   SD wishes to obtain the Services from INMS.

1.5   INMS will supply the Services to SD on the terms of this Contract.

2. CONTRACT STRUCTURE

2.1   This Contract is divided into 7 parts:

    (a)   Part I: Introduction;

    (b)   Part II: Becoming an INMS Subscriber;

    (c)   Part III: Testing;

    (d)   Part IV: Service Delivery;

    (e)   Part V: Termination of the Services;

    (f)   Part VI: General Terms and Conditions; and

    (g)   Part VII: Definitions.

2.2   The relationship between SD and INMS is governed by:

    (a)   the Telecommunications Act;

    (b)   the Numbering Plan;

    (c)   the Business Rules; and

    (d)   this Contract.

    On any point of conflict between any of these documents, the document dealing with the point of conflict ranked first in the list will prevail.

3. TERM

3.1 This Contract commences on the date it is signed by the parties ("Commencement Date") and, subject to clause 3.2, continues in full force and effect until midnight 15 November 2015 ("Term") or until terminated in accordance with this Contract.

3.2 SD may extend the Term of this Contract for further successive three year periods by notifying INMS in accordance with clause 27 of the extension one month prior to 15 November 2015, or prior to the end of the current Term if the Term has previously been extended in accordance with clause 3.2.

PART II: BECOMING AN INMS SUBSCRIBER

4. OBLIGATIONS

Subscriber Application

4.1   To become an INMS Subscriber, an authorised representative of the SD must hand deliver a completed Subscriber Application, including Digital Certificate and Bank Guarantee (the latter only for delegated Services) to the INMS Representative who for the purposes of this clause 4 will be the Company Secretary of INMS.

4.2   The SD warrants to INMS that at the time of supply of the Subscriber Application and during the term of this Contract that it is and will remain a CSP, and agrees to immediately notify INMS if it should cease to be a CSP.

Infrastructure

4.3   SD may design and develop a Data Interchange Interface (as part of its SD System) and if so must ensure that it is compatible with the INMS System and uses at all times, the standards and protocols described in Schedules 1 and 4 as varied from time to time.

4.4   In relation to the Data Interchange Interface the parties agree that SD:

(a)   will be responsible for development, support and maintenance of its own technical infrastructure to the point of connection with the INMS System;

(b)   must ensure that the SD Network for the purposes of this Contract complies with the response times set out in the Business Rules; and

(c)   is permitted to use its Data Interchange Interface, for its connection of the SD System to the INMS System, or to alternative number management applications should the current INMS arrangements change, as advised by INMS in writing.

4.5   SD acknowledges that the Data Interchange Interface Specification and the Data Interchange Interface may incorporate Confidential Information of INMS and accordingly SD is not permitted, without the written approval of INMS, to sell or otherwise make the Data Interchange Interface Specification or the Data Interchange Interface available to any other person or use it for any other purpose, other than in accordance with this Contract.

4.6   SD must not knowingly do anything that will adversely impact the INMS System and must use reasonable efforts to ensure that its connection of the SD System to the INMS System will not adversely affect the INMS System, another INMS Subscriber's system or adversely impact on INMS' ability to provide services to other CSP's.

Internet Security and Digital Certificates

4.7   SD must maintain a SD Digital Certificate at all times during the term of this Contract.

4.8   INMS will only accept receipt of SD Digital Certificates delivered to INMS by hand from the SD Representative or via secure courier. Delivery must be effected upon the INMS Representative at a time to be mutually agreed between the INMS Representative and the SD Representative. INMS will forward a receipt of delivery to the SD at the time of delivery, by email or facsimile.

4.9   SD will use its SD Digital Certificate in all electronic requests for Services through the Data Interchange Interface or the INMS Web Interface.

4.10   SD may issue further digital certificates (**Sub-Certificates**) signed by the SD Digital Certificate.

4.11   SD agrees to keep the SD Digital Certificate (and any Sub-Certificates) secure and current.

4.12   Both parties agree to use reasonable efforts to comply with the Security Management Framework in Schedule 1.

4.13   Both parties agree to change their digital certificate every 12 months or immediately upon becoming aware that their digital certificate has been compromised. A replacement digital certificate of the SD will be hand delivered by an authorised representative of the SD to the INMS Representative or another person nominated by INMS.

4.14   If SD discovers any security breach of the SD Digital Certificate (or any Sub-Certificate) then it must notify INMS:

    (a)   initially via telephone to the INMS Representative; and then

    (b)   confirmed in writing in accordance with the notice provisions set out in clause 27.

4.15   Where SD becomes aware of any security breach in relation to their SD Digital Certificate and fails to notify INMS, INMS will not be responsible for or liable to any party resulting from such security breach and notwithstanding any other clause in this Agreement, SD will indemnify INMS fully for any losses, damages or costs that result from such security breach.

4.16   INMS shall as soon as practicable after receipt of a notice from SD that the SD Digital Certificate has been compromised in accordance with clause 4.14 take steps to suspend Services to the SD.

4.17   Where SD notifies INMS of a security breach and INMS fails subsequently to reasonably act upon such notice, SD will not be liable for any transactions made or effected using the SD Digital Certificate for the period that INMS has failed to act.

4.18   If INMS discovers any security breach of its digital certificate then it must notify SD:

    (a)   initially via telephone to the SD Representative; and then

    (b)   confirmed in writing in accordance with the notice provisions set out in clause 27.

4.19   SD remains responsible at all times for issuing Sub-Certificates, the use of Sub-Certificates and the management of any security breaches of Sub-Certificates issued by the SD.

Bank Guarantee

4.20   If the SD wishes or intends to receive delegated Services from INMS, SD must in accordance with clause 4.1 provide to INMS at the time of providing its Subscriber Application, a Bank Guarantee (**First Bank Guarantee**):

    (a)   for an amount SD considers will be adequate to cover its use of delegated Services (as described in the Business Rules);

    (b)   that is valid for at least 1 year.

4.21 SD must keep a Bank Guarantee in place for so long as it wishes to be able to receive delegated Services. 30 days prior to expiry of the First Bank Guarantee, or any subsequent Bank Guarantee, the SD must provide INMS with a new Bank Guarantee that:

(a) SD considers will be adequate to cover its use of delegated Services; and

(b) that is valid for at least 1 year

unless the SD no longer wishes to receive delgated Services.

4.22 At the time of providing a new Bank Guarantee in accordance with clause 4.21, SD may increase or decrease the value of the Bank Guarantee having regard to the number of delegated Services (as described in the Business Rules) used by SD during the previous year.

4.23 SD may at any time increase the value of its Bank Guarantee or supply INMS with a new Bank Guarantee of greater value and will notify INMS in accordance with clause 27 so that INMS can take account of the increased level of security.

4.24 If the Bank Guarantee lapses and is not renewed in accordance with clause 4.21 or 4.30 then INMS may refuse to supply delegated Services to the SD.

4.25 At the time of receipt by INMS of a new Bank Guarantee in accordance with clause 4.22, INMS will deliver up to SD any unexpired Bank Guarantee of the SD in its possession.

4.26 If payment is not received by INMS 30 days after INMS has issued an invoice for delegated Services in accordance with Schedule 3, INMS may call upon the Bank Guarantee to the extent of the overdue unpaid fees for delegated Services.

4.27 SD acknowledges that if the total value of transaction requests for delegated Services (as described in the Business Rules) exceeds the value of its Bank Guarantee, INMS may cease providing delegated Services to the SD until such time as its accounts for delegated Services are paid in full or its Bank Guarantee is replaced with a new Bank Guarantee which has a value higher than the outstanding account for delegated Services.

4.28 SD must ensure that an effective current Bank Guarantee for delegated Services is in place that will extend for at least 60 days after the last request for delegated Services. This clause survives the termination of this Contract.

4.29 SD will bear all costs of establishing and maintaining its Bank Guarantee, and will bear all costs incurred by INMS in calling upon that Bank Guarantee should that be necessary.

4.30 SD may at any time after providing its Subscriber Application provide a Bank Guarantee to INMS to obtain delegated Services. That Bank Guarantee must be valid for a period of one year and be for an amount that the SD considers adequate to cover its use of the delegated Services.

Costs

4.31 SD will bear all SD's specific costs of this clause 4.

PART III: TESTING

5.   TESTING

Testing – General

5.1   Testing may be commenced by the SD upon successful completion of the application process set out in clause 4.

5.2   To receive the Services via theData Interchange Interface, the SD must be in possession of an Acceptance Certificate in respect of the Data Interchange Interface Testing and have successfully passed End to End Testing.

5.3   The SD agrees to make itself available for any reasonable future testing or re-testing (including End to End Testing) and any testing required that results from a variation in accordance with clause 28. Such testing is to be conducted at a time to be agreed between the parties.

5.4   The SD will bear all SD specific costs of this clause 5.

Data Interchange Interface Testing

5.5   To commence Data Interchange Interface Testing, SD must notify INMS in writing when it wishes to conduct the Data Interchange Interface Testing.

5.6   The parties acknowledge and agree that I-Tel Pty Limited is for the purposes of the Contract INMS' nominated subcontractor for conducting the End to End Testing and the Data Interchange Interface Testing.

5.7   Following notification under clause 5.5, INMS in consultation with the SD will allocate times to the SD for conducting the Data Interchange Interface Testing. SD acknowledges and agrees that other CSPs and INMS Subscribers may also wish to conduct Data Interchange Interface Testing and End to End Testing and SD will co-operate with INMS in its role of co-ordinating testing arrangements.

5.8   SD must use all reasonable efforts to successfully complete the Data Interchange Interface Testing in the allotted timeframe given in clause 5.7.

5.9   If the SD does not successfully complete the Data Interchange Interface Testing, INMS will issue a notice setting out dates on which SD may recommence Data Interchange Interface Testing.

End to End Testing

5.10   If the SD wishes to use its Data Interchange Interface it must participate in End to End Testing in accordance with this clause 5 on the INMS System and the SD System, and in combination with other CSP systems connected to the INMS System.

5.11   Even if SD wishes to use the INMS Web Interface the SD may be required to participate in End to End Testing.

5.12   If SD wishes to receive Services using its Data Interchange Interface and wishes to commence End to End Testing the SD must have successfully completed the Data Interchange Interface Testing.

5.13 Once the End to End Testing has been successfully completed, INMS will notify the SD of the Commencement Date for the SD.

PART IV: SERVICE DELIVERY

6.   SERVICE DELIVERY

Services

6.1   INMS must be in a position to provide SD with the Services the SD has requested:

(a)   via the INMS Web Interface:

(i)   after INMS has processed the SD's Subscriber Application; and

(ii)   from the Commencement Date.

(b)   using the SD's Data Interchange Interface:

(i)   after INMS has processed the SD's Subscriber Application; and

(ii)   after SD has succesfully completed Data Interchange Interface Testing in accordance with clause 5 and been provided with an Acceptance Certificate; and

(iii)   the End to End Testing has been successfully completed and INMS has issued the SD with its Commencement Date,

from that Commencement Date.

(c)   in accordance with this Contract and so long as the Service Fees are being paid in accordance with clause 8.

6.2   INMS must provide the Services:

(a)   to the best of INMS' abilities and knowledge with professional care and skill;

(b)   in a safe and efficient manner, without negligence;

(c)   in compliance with all applicable laws and regulations and any direction of ACMA; and

(d)   in accordance with the Service Levels specified in Schedule 5 .

6.3   INMS may issue written directions in relation to the Services to SD following a direction from the ACMA. SD will insofar as practicable, accommodate any variation to any of the Services as a consequence of a written direction from INMS, where such request is the result of any ACMA direction to INMS.

Performance and Measurement of Service Levels

6.4   For as long as INMS provides the Services to SD, INMS must establish and maintain a log of all failures to meet the Service Levels set out in Schedule 5 and problems that have resulted in a failure of any Services. INMS will keep the log up to date and provide a copy to SD within 10 days after the end of each month.

6.5   INMS cannot ensure compliance with the Performance Levels specified in Schedule 5 where transactions from the SD exceed one fifth of the Transaction Levels set out in Schedule 5. SD acknowledges and agrees that a failure by INMS to meet the

Performance Levels that does not have a material adverse impact on SD's business does not constitute a breach of this Contract.

System Availability

6.6   The INMS System will be available 99.95% on a 24 hour by 7 day a week basis, excluding scheduled maintenance periods. System availability will be measured on a monthly basis. SD releases INMS from any and all claims in connection with INMS System failure that does not solely affect the SD, except as set out in clause 6.7.

Rebates

6.7   Where INMS receives any rebates from its contractor(s) in relation to INMS System availability and Performance Levels, these rebates will be reflected in future INMS charges.

7.   REPORTING AND RECORDS

7.1   For as long as INMS provides the Services to SD:

(a)   INMS will provide reports to SD listed in Schedule 3 Item (I) and in accordance with the Specification of Business Requirements;

(b)   where a party (first party) becomes aware of, or receives a complaint concerning the interference with the privacy of any person by the other party, the first party must notify the other party and the ACMA of the nature of the interference or complaint.

7.2   All reports prepared under this clause 7 may be accessed by the ACMA.

SD Numbering Plan Register

7.3   Until termination and in accordance with subsection 11.22 (4) of the Numbering Plan, the parties agree that INMS will keep on behalf of SD the register if required under subsection 11.22(2) of the Numbering Plan in relation to short-digit Premium Rate numbers.

7.4   SD may at any time request INMS in writing for a copy of the register kept by INMS in accordance with clause 7.3 for the SD.

7.5   INMS will, on behalf of SD, provide the ACMA with the information if required by the ACMA to maintain the registers required by section 465 of the *Telecommunications Act* and the Numbering Plan in relation to short-digit Premium Rate numbers.

8.   PRICE AND PAYMENT

Services Fees

8.1   The parties agree to the payment terms in Schedule 3. If SD fails to comply with the payment terms in Schedule 3 for the services that are not delegated Services, Interest will accrue at the rate set out in Schedule 3 dealing with late payment and if payment has not been received within 60 days then INMS may suspend all Services that are not delgated Services.

Taxes

8.2 The parties agree that all amounts payable under this Contract by SD are inclusive of any taxes, duties and charges, including without limitation, withholding taxes or goods and services taxes or similar consumption taxes. INMS will issue tax invoices in accordance with the rules in the *New Tax System (Goods and Services) Tax Act 1999* (Cth) (**Act**) for input tax credits entitlement. The parties also agree that payments (including indemnity payments) made pursuant to this agreement will be made in accordance with the rules in the Act.

8.3 The supplying party warrants that it will comply with the provisions of Part VB of the *Trade Practices Act 1974* (Cth) in relation to passing on to the receiving party the benefit resulting from any abolition or reduction of taxes undertaken in conjunction with the introduction of GST.

8.4 Notwithstanding any other clause in this Contract where a party (**First Party**) is the recipient of a Taxable Supply from a third party for which the other party to this Contract (**Other Party**) is liable to reimburse the First Party, the First Party shall invoice the other party an amount equivalent to the GST Exclusive Value plus any GST payable in respect of that amount.

Variation of Fees

8.5 INMS may vary the Services Fees in accordance with the Business Rules.

No Set Off

8.6 The parties agree that set-off of amounts owing under this agreement from one party to the other (or vice versa) is not permitted under this Contract.

PART V: TERMINATION OF THE SERVICES

9. TERMINATION

9.1 This Contract may be terminated immediately if:

(a) INMS loses its ACMA Delegated Authority required to fulfil its obligations under this Contract; and/or

(b) if SD ceases to be a CSP as defined in the *Telecommunications Act*.

9.2 Notwithstanding any other terms in this Contract, a party may terminate this Contract with immediate effect by giving notice to the other party if:

(a) that other party breaches any material term of this Contract that is not capable of remedy;

(b) that other party breaches any material term of this Contract that is capable of remedy but fails to remedy the breach within 30 days after receiving notice requiring it to do so;

(c) that other party repeatedly breaches any term of this Contract and fails to demonstrate, within 60 days after receiving notice requiring it to do so, to the first party's reasonable satisfaction, that similar breaches will not occur; or

(d) any event referred to in sub-clause 9.5 happens to that other party (whether or not notified),

Breach of a material term for the purposes of this Contract is constituted amongst other things when a breach by SD or INMS of its obligations under this Contract has a material adverse effect on INMS or SD's operations or one or more INMS Subscribers or other CSP's.

9.3 SD may terminate this Contract for convenience on 30 days notice in writing.

9.4 INMS may terminate this Contract on 30 days notice in writing if the Board of INMS resolves in Special Meeting to dissolve INMS or suspend INMS' operations.

9.5 INMS and the SD must notify one another immediately if:

(a) one of them disposes of the whole or any part of its assets, operations or business other than in the normal course of business (other than a voluntary liquidation for the purpose of amalgamation or reconstruction or if the new company assumes all of the disposing party's obligations under this Contract);

(b) any step is taken to enter into any arrangement between a party and its creditors, a party ceases to be able to pay its debts as and when they become due, a party ceases to carry on business or any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of a party's assets or business;

(c) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person over the whole or a party's of the assets or business; or

(d) any step is taken against a party by any government, government body or regulator for any unlawful reduction in its assets or the funds under its control.

9.6   If INMS loses its ACMA delegated authority required to fulfil its obligations under this Contract then INMS may at its election terminate this Contract, reduce the scope of this Contract or renegotiate the terms of this Contract and the Services commensurate with the reduction to come within its delegated authority.

10.   AFTER TERMINATION OR EXPIRATION

10.1   SD will bear all of its own costs related to disconnecting the SD System from the INMS System.

10.2   SD will return to INMS upon termination or expiration all INMS Documentation and intellectual property and property belonging to INMS, including all copies of information, Confidential Information, and data pertaining to the INMS System, INMS and/or this Contract.

10.3   INMS will return upon termination or expiration, the SD Documentation and all intellectual property and property that belongs to SD including all copies of information, confidential information, and data pertaining to the SD System, SD and/or this Contract.

10.4   After expiration or termination of the Contract, the following clauses continue to apply:

   (a)   clause 4.29 (Bank Guarantee)

   (b)   clause 13 (Warranties);

   (c)   clause 16 (Confidential Information);

   (d)   clause 20 (Exclusion and Limitation of Liability and Insurance).

   (e)   clause 21 (Compliance with Information Laws);

   (f)   clause 22 (Freedom of Information); and

   (g)   clause 23 (Archives Act and Crimes Act).

10.5   Termination or expiration of this Contract does not affect any accrued rights or remedies of a party.

10.6   SD will pay to INMS all outstanding services fees and any other amounts owing to INMS as at the date of termination or expiration.

10.7   If any outstanding amounts relating to delegated Services have still not been paid within 30 days of termination then INMS may call upon the Bank Guarantee of the SD.

PART VI: GENERAL TERMS AND CONDITIONS

11. PARTIES' OBLIGATIONS

Service Deliverer Obligations

11.1 SD must:

(a) comply with the Business Rules;

(b) ensure that it has sufficient suitable employees or contractors to perform its obligations under this Contract;

(c) ensure that if it is required to attend INMS premises, its employees and the employees of its subcontractors comply with INMS' usual staff and security practices while attending INMS' premises;

(d) comply with INMS' reasonable directions in respect of Services;

(e) provide INMS with information that is in SD's possession or control and that INMS reasonably requires to comply with this Contract;

(f) pursuant to clause 14 nominate a representative as INMS' primary point of contact with SD; and

(g) not knowingly place INMS in violation of any provision in the Numbering Plan related to short-digit Premium Rate number allocation, its delegation from the ACMA or any applicable law, regulation, ordinance or code which INMS has brought to SD's notice or of which SD should be aware.

INMS Obligations

11.2 INMS must:

(a) provide SD with information that is in INMS' possession or control and that SD reasonably requires to comply with this Contract;

(b) pursuant to clause 14, nominate a representative as SD's primary point of contact with INMS;

(c) ensure that it has sufficient suitable resources to perform its obligations under this Contract;

(d) not knowingly place SD in violation of any provision in the Numbering Plan related to short-digit Premium Rate number allocation, or any applicable law, regulation, ordinance or code which SD has brought to INMS' notice or of which INMS should be aware.

Mutual Obligations

11.3 If SD or INMS becomes aware of any actual or alleged non-compliance with the Numbering Plan or the Business Rules or any law, regulation or ordinance relevant to the operation of this Contract, it shall promptly notify the other party in writing. Both parties undertake to work together to ensure compliance with the Numbering Plan and the Business Rules.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 INMS grants to SD a royalty-free, non-exclusive licence to use the INMS Documentation for the purpose of complying with SD's obligations under this Contract. This licence will not be revoked during the term of this Contract but automatically terminates upon termination or expiration of this Contract.

12.2 INMS will not have rights to the SD's Data Interchange Interface.

12.3 Without INMS' prior written consent, SD shall not use the name, service marks or trade marks of INMS. INMS shall not, without SD's prior written consent, use the name, service marks or trade marks of the SD.

12.4 INMS has all Intellectual Property Rights in the Data Interchange Interface Specification and all other INMS Documentation.

13. WARRANTIES

Intellectual Property

13.1 Each party warrants to the other that:

(a) in complying with this Contract, it will not infringe the Intellectual Property Rights of any person; and

(b) use by the other party (or its nominee) of its documentation in accordance with this Contract will not infringe the Intellectual Property Rights of any person.

13.2 If a claim is made against a party that any of its documentation or its performance of this Contract infringes the Intellectual Property Rights of any person **(Claim)**, that party must:

(a) at its cost promptly and within 10 Business Days of being notified of a Claim either, as the circumstances require:

(i) procure for it (or its nominee) the right to use the documentation or perform the Contract as contemplated under this Contract free from any Claim ;

(ii) modify the documentation or its performance of the Contract so that it ceases to infringe on those rights; or

(iii) otherwise obtain the rights to use the documentation or perform its obligations under this Contract.

(b) provide, at its cost, all assistance required by the other party (or its nominee), to defend any Claim or any proceedings arising from any Claim **(Proceedings).** In defending or settling any Claim of Prodeedings, the party will follow the other party's reasonable instructions; and

(c) indemnify the other party (or its nominee) against all losses and damages and reasonably incurred costs and expenses that the other party may sustain or incur as a result of a Claim or Proceedings.

13.3 If in relation to any Claim, Proceedings are commenced or threatened against INMS either in a Court through arbitration or otherwise, then INMS must inform SD of the commencement or threat of commencement of the proceedings or arbitration and the SD

must give INMS all reasonable assistance it may request in the defence of such proceedings.

General Warranties

13.4 Each party warrants to the other party that:

(a) it has good and sufficient corporate power and authority to execute this Contract and perform the obligations set out; and

(b) this Contract has been duly authorised and signed and when stamped if required, constitutes a legally binding agreement enforceable against it in accordance with its terms.

14. REPRESENTATIVES

14.1 SD and INMS must each appoint one or more Representatives (in the case of SD the SD Representative and in the case of INMS the INMS Representative) as a point of contact in their organisation and who has authority to bind their organisation.

14.2 A party must at all times have at least one Representative. SD agrees that INMS may reveal the name of SD's representative to others SDs for the purposes of resolving disputes arising from short-digit Premium Rate number allocation and management.

14.3 Each of INMS and SD must, if reasonably requested by the other party, replace its Representatives.

14.4 Subject to giving the other party at least 2 Business Days notice, a party may change its Representatives from time to time as it sees fit.

14.5 SD nominates its first Representative in the Subscriber Application.

14.6 INMS appoints its first Representative within 2 Business Days of receiving the Subscribers Application from SD.

15. INDEMNITIES

15.1 Subject to clause 20 each party agrees to indemnify the other against all losses and damages, and reasonably incurred expenses and costs that they may sustain or incur as a result, whether directly or indirectly, of the other's breach of the terms of this Contract or of the negligence of any employee or subcontractor of the other in relation to this Contract.

15.2 Subject to clause 20 a party (**First Party**) indemnifies the other party (**Other Party**) against third party claims made against the Other Party or the ACMA arising out of unlawful, wrongful or negligent acts or omissions in connection with this Contract by the First Party, a subcontractor of the First Party or an employee of any of them, except to the extent that those losses, damages, expenses or costs are sustained or incurred as a result of the unlawful, wrongful or negligent acts or omissions of the Other Party or the ACMA respectively.

16. CONFIDENTIAL INFORMATION

16.1 In this clause "Owner" means the person who discloses Confidential Information, and "Recipient" means the person receiving Confidential Information from the Owner.

16.2 In consideration of the Owner disclosing Confidential Information to the Recipient, the Recipient agrees:

(a)   to use the Owner's Confidential Information solely as permitted by sub-clause 16.3;

(b)   to keep confidential the Owner's Confidential Information (subject to disclosure permitted under sub-clause 16.4); and

(c)   otherwise to comply with the terms of this clause 16.

16.3   The Recipient may use the Owner's Confidential Information as follows:

(a)   for the purpose of participating in discussions with the Owner regarding the Services if for compliance with any obligations under this Contract ; and

(b)   where the Recipient is INMS, INMS may use the Owner's Confidential Information:

(i)   in carrying on INMS' business operations; or

(ii)   to fulfil any obligations to report to the ACMA.

16.4   The Recipient may disclose the Owner's Confidential Information as follows:

(a)   to officers and employees of the Recipient, or officers and employees of any person with whom the Recipient has a confidentiality agreement that imposes on that person confidentiality obligations no less stringent than those imposed on Recipients under this clause 16, who:

(i)   have a need to know (and only to the extent that each has a need to know); and

(ii)   have been directed in the form of the attached Confidentiality Notice and have agreed to keep confidential the Confidential Information on terms not inconsistent with this Contract; and

(b)   if disclosure is required by law if required by a stock exchange or to comply with other statutory obligations (and then only to the extent, and to the persons, required by law).

16.5   Each party must, at its own expense:

(a)   ensure, at all times, that each officer and employee to whom a person's Confidential Information has been disclosed under sub-clause 16.4 keeps that information confidential;

(b)   notify the other party immediately if it becomes aware of a suspected or actual breach of confidentiality; and

(c)   immediately take all steps to prevent or stop, and comply with any direction issued by a person from time to time regarding, a suspected or actual breach of confidentiality.

16.6   Each of the parties will:

(a)   establish and maintain effective security measures to safeguard a person's Confidential Information from unauthorised access or use;

(b)   keep the Confidential Information under its control; and

(c)   immediately notify the other party of any suspected or actual unauthorised use, copying or disclosure of the other's Confidential Information.

16.7   SD will provide assistance, as reasonably requested by INMS in relation to any proceedings that the INMS may take against any person for unauthorised use, copying or disclosure of INMS' Confidential Information.

16.8   INMS will provide assistance, as reasonably requested by SD in relation to any proceedings that SD may take against any person for unauthorised use, copying or disclosure of SD's Confidential Information.

16.9   Each party acknowledges that it is aware that any breach of this clause will result in damage to the other party and that each party is entitled to enforce its rights by specific performance or injunction proceedings as monetary damages may not be sufficient relief.

16.10 The Recipient must immediately on request from the Owner:

(a)   return to the Owner; or

(b)   destroy and certify in writing to the Owner the destruction of; or

(c)   destroy and permit an employee of the Owner to witness the destruction of,

all of the Owner's Confidential Information in the Recipient's possession or control, other than one copy of any notes and other records if a party is required to keep a copy, to comply with this Contract or the Numbering Plan by law.

16.11 On termination or expiration of this Contract:

(a)   the Recipient must return to the Owner all Confidential Information of the Owner in material form (including without limitation, those parts of all notes or records of the first party containing Confidential Information of the Owner) in the Recipient's possession or control; and

(b)   INMS may keep Confidential Information of SD that:

(i)   is incorporated in goods that INMS is licensed to use; and

(ii)   that INMS is required to disclose in order to comply with any reporting obligations to the ACMA or the Australian Government.

(c)   SD may keep Confidential Information of INMS that SD is required to disclose in order to comply with any reporting obligations to the ACMA or the Commonwealth.

16.12 On termination or expiration of this Contract, each party agrees that:

(a)   it must continue to keep secret Confidential Information in accordance with this clause 16;

(b)   its rights to use, keep and disclose the other party's Confidential Information cease except as set out in sub-clause 16.11(b); and

(c)   it may not sell or otherwise transfer any Confidential Information of the other party.

16.13 Subject to INMS providing SD with 24 hours notice, SD will provide access to its premises to INMS and procure reasonable access for INMS to SD premises to ensure compliance with this clause 16.

17. PROBLEM MANAGEMENT

17.1 The parties agree that Problems will be dealt with in accordance with the Business Rules.

17.2 Each party must bear its own cost of resolving a Problem.

18. DISPUTE RESOLUTION

18.1 The parties agree that if there is a Dispute they will follow the procedures for resolution of that Dispute set out in the Business Rules.

18.2 Each party must bear its own costs of resolving a Dispute under this clause and the parties to the Dispute must bear equally the costs of any appointed person and independent premises used for resolving or attempting to resolve a Dispute.

18.3 Pending resolution of a Dispute:

(a) SD must not suspend payment of an invoice (so long as it does not specifically form part of the Dispute or otherwise is in dispute) issued in accordance with this Contract; and

(b) INMS must not suspend performance of its obligations under this Contract including without limitation supplying the Services.

19. FORCE MAJEURE

19.1 If:

(a) a party is wholly or partially unable to perform its obligations because of a Force Majeure Event then:

(i)   as soon as reasonably practicable after the Force Majeure Event arising but in any event within 24 hours of becoming aware of the Force Majeure Event occurring, that party must notify the other party of the extent to which the notifying party is unable to perform its obligations; and

(ii)   in case of a Force Majeure Event, both parties' obligations under this Contract will be suspended for the duration of the Force Majeure Event;

(b) a party (***affected party***) becomes aware of a Force Majeure Event the affected party must:

(i)   comply with all reasonable directions made by the other party; and

(i)   take steps and ensure that any of its affected subcontractors take all steps necessary to minimise the period during which the Force Majeure Event subsists; and

(c) a Force Majeure Event subsists or is likely to subsist for more than 30 days and it looks to the other party that such Force Majeure Event cannot be resolved that other party may terminate this Contract and the affected party will hold the other party harmless from all consequences of such termination if the Force Majeure Event relates to the affected party or the affected party's obligations under this Contract.

20. EXCLUSION AND LIMITATION OF LIABILITY

20.1 Neither party excludes or limits a liability set out below to a person arising out of or in connection with this Contract:

    (a)   liability for personal sickness, injury or death;

    (b)   liability for breach of clause 13 (Warranties);

    (c)   liability for breach of clause 16 (Confidential Information);

    (d)   liability for breach of clause 21 (Compliance with Information Laws);

    (e)   liability for breach of clause 22 (Freedom of Information); or

    (f)   liability for breach of clause 23 (Archives Act or Crimes Act).

20.2 Notwithstanding anything else in this Contract but subject to sub-clause 20.1, neither party will be liable to the other for any indirect and consequential, incidental or punitive damages arising from or related to this Contract, even if the other party advised the first party of the possibility of damages arising.

20.3 In no event will a party (the innocent party) be liable for any damages if and to the extent they are caused by the other party's (the defaulting party) failure to perform its obligations under this Contract or where the innocent party contributes to its own loss through its negligence.

20.4 INMS will not be liable for any damages, if and to the extent that they are caused by SD's sub-contractors.

20.5 Except in relation to liability exempted from this limitation by the operation of sub-clause 20.1, each party's entire liability under this Contract, regardless of the form or cause of action and whether arising in contract, tort, or based on misrepresentation or breach of warranty or on statutory, legal or equitable grounds, will be limited in the aggregate for all claims, causes of actions and occurrences to a maximum of $1 million per claim up to a total of AUD $10 million.

20.6 SD must maintain adequate insurance to cover its liability under this Contract.

21. PROTECTION OF INFORMATION AND COMPLIANCE WITH INFORMATION LAWS

21.1 SD acknowledges that the INMS System may contain 'protected information' in accordance with Part 13 of the *Telecommunications Act* and that a CSP must treat such information accordingly. SD acknowledges that Part 13 of the *Telecommunications Act* contains criminal penalties for failure to comply with that Part.

21.2 Each party agrees and must ensure that its subcontractors agree, with respect to Personal Information in the context of this Contract to:

    (a)   use Personal Information held or controlled by it in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;

    (b)   take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Contract is protected against loss and unauthorised access, use, modification or disclosure;

(c)   not disclose Personal Information without first procuring the written authority of the ACMA. SD agrees to immediately notify INMS where it becomes aware that a disclosure of Personal Information may be required by law and ask INMS to procure that written authority from the ACMA;

(d)   before transferring Personal Information outside Australia, or allow parties outside Australia to have access to it, they will first ask INMS to procure the prior approval of the ACMA. SD agrees to immediately notify INMS where it becomes aware that a disclosure of Personal Information may be required by law and ask INMS to procure that written authority from the ACMA;

(e)   in the performance of its obligations under this Contract, comply with the *Information Privacy Principles* contained in the *Privacy Act 1988* to the extent that the content of those principles apply to the types of activities it is undertaking, as if it were an agency as defined in the *Privacy Act 1988*;

(f)   co-operate with any reasonable demands or enquiries made by the Privacy Commissioner under the *Privacy Act 1988* including, but not limited to, a request to comply with a guideline concerning the handling of Personal Information;

(g)   ensure, including by complying with the procedure for treatment of Confidential Information specified in clause 16, that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe the *Information Privacy Principles* and other obligations referred to in this clause 21;

(h)   comply as far as practicable with any policy guidelines provided to INMS by ACMA laid down by the ACMA or issued by the *Privacy Commissioner* from time to time relating to the handling of Personal Information. INMS will make such ACMA policy guidelines available to SD;

(i)   observe any recommendation of the *Privacy Commissioner* relating to any acts or practices of INMS that the *Privacy Commissioner* considers breaches the obligations in this clause 21.1; and

(j)   immediately notify the other where it becomes aware of a breach or potential breach of this clause 21.1 by itself or any of its subcontractors.

21.3   The following applies to complaints alleging an interference with the privacy of an individual:

(a)   where a party receives a complaint alleging an interference with the privacy of an individual by the other party, it will notify the other party of only those details of the complaint necessary to minimise any breach or prevent further breaches of the above clauses;

(b)   where SD receives a complaint alleging an interference with the privacy of an individual by SD, it must immediately notify INMS of the nature of the complaint;

(c)   after SD has given or been given notice in accordance with subclauses 21.3(a) or (b), it will keep INMS informed of the progress made with the complaint as it relates to the actions of SD in connection with the allegation of an interference with the privacy of an individual.

22.   FREEDOM OF INFORMATION

22.1   With respect to information provided by SD to INMS in the context of this Contract, SD acknowledges and agrees that:

(a)   subject to clause (b) where a person requests access to a document (as that term is defined in the *Freedom of Information Act 1982*) in the possession or control of INMS, or any subcontractor of INMS, INMS must give that person access to the document as is required under the *Freedom of Information Act 1982*, as if INMS were an agency under the *Freedom of Information Act 1982;*

(b)   if the document referred to in clause (a) includes any of the Data, then INMS will not give the requesting person access to the document, unless INMS has considered the request and consented to provide access to that person. SD acknowledges that INMS will comply with any direction of the ACMA in this regard;

(c)   where a person makes a request for an amendment or annotation to a record of Personal Information in the possession or control of SD, because it is claimed that the Personal Information is incomplete, incorrect, out of date or misleading, SD must on or before the next Business Day of receiving the request refer the request to INMS together with any recommendations it considers appropriate; and

(d)   if INMS, after having regard to directions of the ACMA and Part V of the *Freedom of Information Act 1982*, considers that an amendment, notation or other comment should be made to a record referred to in sub-clause 22.1(c), INMS may make the amendment, notation or other comment or direct SD to do so and SD must comply with that direction.

23.   ARCHIVES ACT AND CRIMES ACT

23.1   SD acknowledges and agrees that INMS will comply with and ensure its subcontractors will comply with the requirements of the *Archives Act 1983* with respect to certain documents and records kept on behalf of SD.

23.2   SD will comply with any direction of INMS and/or the ACMA as notified by INMS to SD for the purposes of:

(a)   transferring certain documents or records to the Commonwealth as represented by the Australian Archives; or

(b)   otherwise dealing with those documents or records, including keeping those records in a secure, logical order to enable retrieval;

24.   RELATIONSHIP OF THE PARTIES

24.1   The parties agree that:

(a)   this Contract does not create a relationship of employer and employee, principal and agent, or partnership between INMS and SD; and

(b)   this Contract does not give SD or any of its subcontractor's authority to bind INMS.

24.2   SD must ensure that its subcontractors and employees do not, directly or indirectly, assume or create or attempt to assume or create, any obligation on behalf of or in the name of INMS.

25.   COOPERATION

25.1   Each party must:

(a)   do or cause to be done all acts and things necessary or desirable to give effect to and refrain from doing all acts and things that could hinder the performance of this Contract; and

(b)   make any discretionary decisions under this Contract in good faith.

26.   SUBCONTRACTORS AND ASSIGNMENT

26.1   SD must not assign or attempt to assign any or all of its rights under this Contract or otherwise transfer any right or obligation arising out of this Contract without INMS' written consent. INMS must not unreasonably withhold its consent.

26.2   INMS may subcontract its obligations under this Contract, including under the Business Rules to third parties, but if it subcontracts it remains primarily responsible for the performance of its obligations under the Contract.

26.3   INMS may assign or novate part or all of its rights and obligations arising out of this Contract to a person nominated by ACMA or the ACMA itself.

26.4   SD acknowledges that if INMS assigns or novates part or all of its rights and obligations in accordance with clause 26 then from the date of that assignment or novation INMS is released from all the assigned or novated obligations, effective from the date of assignment or novation as the case may be and without affecting the accrued rights of the parties. INMS must notify the SD if assignment or novation occurs.

27.   NOTICE

27.1   A party notifying or giving formal notice under this Contract must notify:

(a)   in writing;

(b)   addressed to the address of the representative of the recipient specified on the first page of this Contract or as varied by notice given in accordance with this clause; and

(c)   by leaving the notice at or sending the notice by registered post to that address.

27.2   A notice given in accordance with sub-clause 27.1 will be taken to have been received:

(a)   if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient when it arrives;

(b)   if sent by registered post, 3 working days after the posting; and

28.   VARIATION

28.1   Subject to sub-clause 28.2, a variation to this Contract must be made in writing with a document signed by both parties. A variation may only be made in accordance with the following process:

(a)   14 days notice in writing of the party requesting the variation;

(b)   21 days for comment on that proposed variation by INMS or any of INMS Subscribers; and

(c)   INMS giving 10 days notice before making and implementing the variation.

28.2 INMS may by 7 days notice in writing vary any Schedule (but not the Business Rules) in accordance with any provision made for variation within that Schedule. Where no provision is made for variation within a Schedule, then a variation to that Schedule may only be made in accordance with sub-clause 28.1.

28.3 INMS may by 24 hours notice in writing to SD vary any Parameter.

29. GOVERNING LAW AND JURISDICTION

29.1 This Contract is governed by the laws applicable in New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State.

30. SEVERABILITY

30.1 The whole or any part of any clause of this Contract, that is illegal or unenforceable will be severed and will not affect the continued operation of the remaining provisions.

31. WAIVER

31.1 If a party fails (first party) at any time to insist on performance by the other party of any obligation under this Contract, the first party does not waive its right:

(a) to insist on performance of that obligation or to claim damages unless the first party acknowledges in writing that the failure is a waiver; and

(b) at any other time to insist on performance of that or any other obligation of that party under this Contract.

32. ENTIRE CONTRACT

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

PART VII: DEFINITIONS

33. DEFINITIONS AND INTERPRETATION

33.1 Capitalised words set out below, where used in this Contract, have the following meanings:

ACMA   means the Australian Communications & Media Authority.

Bank Guarantee   means the bank guarantee that the SD must provide to INMS in favour of INMS in accordance with this Contract substantially in the form set out in the Subscriber Application.

Business Day   means any day other than Saturday, Sunday or a day that is a public holiday in New South Wales.

a certification authority   is an authority within a public key infrastructure that issues and manages digital certificates after having a registration authority verify the information provided by a requestor of a digital certificate.

Commencement Date   is the date that INMS will commence providing Services to the SD through the SD's Data Interchange Interface or through the INMS Web Interface. This date will be determined by INMS.

Confidential Information   of a party (**Owner**)means all information of the Owner, in any form which is treated by the Owner as confidential and of which the other party (**Recipient**) first becomes aware either:

    (a)   through disclosure by the Owner to the Recipient; or

    (b)   otherwise through the Recipient's involvement in this Contract,

    except information that:

    (c)   the Recipient creates (whether alone or jointly with any person) independently of the Owner's Confidential Information (if the Recipient has evidence in writing that the information falls within this exception); or

    (d)   is public knowledge (otherwise than as a result of a breach of confidentiality by a Recipient or any person to whom it has disclosed the information)

    (e)   the Recipient receives from a third party who is under an obligation of confidence to the Owner in respect of that information.

Contract   means this contract between INMS and SD.

CSP   means a carriage service provider as defined in section 87 of the *Telecommunications Act*.

date change ready   means that it:

    (a)   complies with ISO 8601 - data elements and interchange formats – information exchange - representation of dates

and times;

(b) will operate without error before, on and after 1 January 2000;

(c) will recognise the year 2000 and all other leap years as a leap year;

(d) will without human intervention, correctly and without interruption, incorporate, store, process, calculate, rely on, and otherwise use the date 1 January 2000 AD and subsequent dates, including dates in leap years; and

(e) will not recognise a sequence of digits as being a reference to a date where those digits are not intended to represent a date, including '9999' as a reference to a date.

Data Interchange Interface	means the direct communications interface based on the Data Interchange Interface Specification and developed by or for the SD to effect interoperability between the SD System and the INMS System.
Data Interchange Interface Specification	means the specification of the characteristics and protocols to be used by the SD and all CSP's to enable the CSP's to effect interoperability of the SD System with the INMS System including the set out in Schedule 4.
Data Interchange Interface Testing	means the testing specified in the document "INMS SD Certification Test Plan " listed in Schedule 4.
Delegated Services	means the services specified as such in the Premium Rate Business Rules.
Designated Certification Authority	means a competent authority that is acceptable to INMS and able to issue digital certificates compatible and able to interoperate with the digital certificates used by INMS.
a **digital certificate**	is an electronic certificate issued under the principles of public key cryptography used to establish the credentials of parties when completing transactions over a public key infrastructure. It is issued by a certification authority and contains a name, a serial number, expiration date, a copy of the certificate holder's public key (used for encrypting and decrypting messages and digital signatures), and the digital signature of the certification authority so that a recipient can verify that the certificate is real.
Dispute	means a dispute arising out of or relating to this Contract, including without limitation, a dispute about the breach, termination, validity or subject matter of this Contract or a claim in equity or in tort relating to the performance or non-performance of this Contract.
End to End Testing	means the testing specified in the document "End-to-End Testing" contained in Schedule 4.
Force Majeure Event	affecting a party means anything outside that party's reasonable control, including without limitation, fire, storm, flood, earthquake, explosion, accident, enemy acts, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, general labour dispute, transportation

embargo, act or omission (including laws, regulations, disapprovals or failures to approve excluding acts by the ACMA) of any third person, excluding employees or subcontractors of that party.

Freephone *service* means a carriage service in which:

    (a)   the person to whom a number is issued is charged for calls to the number; and

    (b)   the call charge for calls made from a standard telephone service (other than a public mobile telecommunications service) is zero.

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

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

INMS Documentation means the documentation listed in Schedule 4 and available upon request from INMS.

INMS Member means an INMS Subscriber who has joined INMS by paying the annual membership fee.

INMS Subscriber means a service deliverer that has successfully applied to INMS for the Services.

INMS System means the hardware, software and documentation used by INMS in supplying the Services.

INMS Web means the web interface of INMS for use by SD to make request/s for Services.

Intellectual Property Rights means all intellectual property rights, including without limitation:

    (a)   patents, copyright, rights in circuit layouts, registered designs, trade marks and the right to have confidential information kept confidential; and

    (b)   any application or right to apply for registration of any of those rights.

Local Rate/13 *service* means a carriage service:

    (a)   that is capable of voice telephony;

    (b)   that, for a call, involves the translation of the number dialled in making the call to a number that identifies a point of termination for the call;

    (c)   that is not a local service; and

    (d)   for which:

| | (i) | the call charge for calls made using a standard telephone service (other than a public mobile telecommunications service) is equal to, or less than, the call charge for local calls; and |
| | (ii) | responsibility for the residual charge for calls (if any) lies with the person to whom the number is issued. |

Numbering Plan	means the *Telecommunications Number Plan 1997*, as amended from time to time.
Parameter	means any technical parameter or variable that can be altered through a data entry change (not reprogramming) and includes those variables described as such in the INMS Interface Specification.
Performance Levels	are the standards for the Services set out in Schedule 5.
Personal Information	means information or an opinion, whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion, which information or opinion is disclosed by a party to another party under this Contract.
Premium Rate Business Rules	are the business rules for the management and allocation of short-digit Premium Rate numbers and are in Schedule 2.
Premium Rate number	has the same meaning as in the Numbering Plan.
a **Problem**	is an issue that must be dealt with in accordance with the Business Rules.
a **public key infrastructure**	is a networked system that enables companies and users to exchange information and money safely and securely.
a **registration authority**	is an authority within a public key infrastructure that at the request of a certification authority verifies information given to the certification authority by a customer who requests a digital certificate from the certification authority.
Related Body Corporate	has the meaning given to that term in section 50 of the Corporations Law.
Representative	of a party means the representative of that party appointed under sub-clause 14.
SD	means the party signing who is a carriage service provider as defined in the *Telecommunications Act*.
SD Digital Certificate	means the digital certificate issued to SD by a Designated Certification Authority.
SD Documentation	means the documents that relate to the development of the SD Interface.

SD Bank Guarantee	means the bank guarantee INMS requires of SD in relation to delegated services identified in Schedule 6.
SD Network	means the network used by SD to provide carriage services as defined in the Telecommunications Act.
SD System	means the hardware and software used by SD in supplying short-digit premium rate services.
Service Levels	means the Performance Levels and the Transaction Level set out in Schedule 5.
Services	means the services specified in Schedule 3, including without limitation, the services of administering and managing of the short digit Premium Rate numbers and processes associated with providing short-digit Premium Rate number management and allocation.
Services Fees	are the fees payable for the Services under Schedule 3.
Services Start Date	means the due date on which INMS will be in a position to provide the Services.
software	means software which comes within the definition of a computer program as set out in section 10(1) of the *Copyright Act 1968 (Cth)*.
Subscriber Application	means the SD application form attached as Schedule 6.
Specification of Business Requirements	means the document known as the Specification of Business Requirements that is available for download from the INMS website located at www.inms.com.au .
Taxable Supply	has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Telecommunications Act	means the *Telecommunications Act 1997 (Cth)* as amended from time to time.
Transaction Levels	are those generated by the SD. The benchmark number of transactions is set out in Schedule 5.

33.2 In this Contract, unless the contrary intention appears:

(a)   the clause and section headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and

(b)   words in the singular include the plural and vice versa.

Executed as an agreement.

EXECUTED BY INDUSTRY NUMBER MANAGEMENT SERVICES LIMITED
(ACN 080 344 190) pursuant to section 127(1) of the Corporations Law

....
Signature of Authorised Person

....
Office Held

....
(Print) Name of Authorised Person

....
Signature of Authorised Person

....
Office Held

....
(Print) Name of Authorised Person

EXECUTED BY SD Name (ACN 000 000 000) pursuant to section 127(1) of the Corporations Law

....
Signature of Authorised Person

....
Office Held

....
(Print) Name of Authorised Person

....
Signature of Authorised Person

....
Office Held

....
(Print) Name of Authorised Person

SCHEDULE 1

Internet Security Protocol

SECURITY MANAGEMENT FRAMEWORK FOR INMS and SERVICE DELIVERERS

Purpose

This schedule provides a framework of security measures that Service Deliverers and INMS should adopt as a minimum to minimise the risks of security threats associated with the access of information with the INMS System for the short-digit Premium Rate number allocation application. The ongoing integrity of the INMS application and minimisation of security risks will be facilitated by the cooperation of and application of measures by both Service Deliverers and INMS. The security measures indicated in this document represent baseline measures and are based on Australian Standard AS-4444.

Security Risk Assessment

It is recommended that both SDs and INMS undertake a risk analysis of their INMS access arrangements, or alternatively adopt the baseline security measures recommended as part of this framework. Regular audits of the security measures adopted and the level of compliance are also recommended as a means to minimise ongoing security risks.

Security of Third Party Access

Third party access to SD's information systems for INMS access should be controlled so as to limit risks of impact. A risk assessment should be carried out to determine security implications and control requirements, and should be agreed and defined in a contract with the third party. Contracts conferring third party access should include allowance for designation of other eligible users and conditions for their access.

Security Incidents and Malfunctions

Any incidents affecting security and possible impact on INMS system should be reported by SD so that potential impacts are minimised. Similarly, INMS should advise SDs of any incidents which may have a security impact.

Physical and Environmental Security

SD should ensure that equipment and documentation used to access INMS system is physically protected from security threats and environmental hazards and that unauthorised access is prevented.

INMS shall ensure physical and geographic site security by providing a primary and backup location for INMS system and network accesses. Sites will secured with the appropriate level of security systems.

Malicious Software

INMS and SDs should ensure that precautions are put in place to prevent and detect the introduction of malicious software that could impact the integrity of INMS system and the information sourced.

Host Defence Against Malicious Attack

INMS should use their best endeavours to ensure that INMS host system is sufficiently hardened to minimise risks of subscribers gaining unauthorised access to parts of the system and services to which they haven't subscribed, and to prevent access by malicious individuals who may attempt to break into or out of host applications.

User Access Management

SD should ensure that formal procedures are put in place to control the allocation of access rights to users. These procedures should cover the entire lifecycle including initial registration of new users through to de-registration of users no longer requiring access.

Network Access Control

SD should ensure that access to networked services are controlled so that security of access is not compromised by ensuring:-

- correct SD Interfaces to INMS system,

- correct authentication mechanisms for users and equipment,

- control of user access to information services.

INMS system shall provide secure network access by requiring all users to connect to the application via a user name and password, and requiring use of digital certificates to authenticate the user.

INMS and SDs should regularly change passwords to assist in maintaining security of access.

Audit of External Access

INMS should maintain an ongoing log of all user transactions via the Web and direct system SD Interfaces whether successful, unsuccessful, short duration, repeated, unusual, etc, as a means of detecting and monitoring potential cases of malicious attacks or usage.

Cryptographic Controls

SD will be required to use encryption systems and techniques, and authentication using digital certificates, as specified by INMS to ensure authenticated and secure access, and the ongoing confidentiality and integrity of information sourced from INMS system.

SDs will be required to obtain digital certificates from the Certification Authority nominated by INMS.

SDs should ensure that care is taken to protect the confidentiality of the private key. Procedures should be put in place to manage and protect cryptographic keys both public and private.

INMS should ensure the confidentiality and security of subscriber passwords, digital certificates, and associated key information pertaining to SDs and that such information for INMS access is processed by trusted staff.

Non Repudiation of Transactions

Non repudiation services are to be used to resolve disputes on whether a particular transaction actually occurred.

SDs will be accountable for all transactions that have been signed using their certified digital certificate whether by staff from their organisation or by third parties.

Business Continuity Management

SD will be required to interwork with INMS' disaster plan to ensure that interruptions to business activities are minimised and protected from effects of major failures or disasters.

INMS will undertake regular backup of the data base to minimise risks of loss of information and to ensure integrity of the data quality.

SCHEDULE 2

Premium Rate Business Rules

The INMS Premium Rate Business Rules can be found on the INMS website at
www.inms.com.au

<div align="center">**SCHEDULE 3**</div>

<div align="center">Services, Price And Payment (Terms) for Short-Digit Premium Rate Numbers</div>

ACMA DELEGATED TRANSACTION FEES

Transactions Include: Issue
Reserve
Reserve Extend
Withhold
Withhold Extend
Early Release Quarantine
Cancel
Return

Refer to Table 1 for charges.

Price Review

The transaction charges will be reviewed at the end of each quarter to maintain INMS's not for profit status. SD's will be notified **30 days** in advance of a price change.

All price changes will be approved by the ACMA.

Payment Terms

A bank guarantee is required from each SD, as prescribed by INMS, as security of payment for ACMA transactions. Each ACMA Delegated transaction request from an SD is checked against the outstanding balance of the bank guarantee. Once the bank guarantee limit is exceeded, further requests will be rejected.

Charges will be aggregated for the month and invoiced to SD's. Invoices are payable **30 days** from the date of issue. Payment is to be made via cheque or electronic transfer.

NON ACMA DELEGATED TRANSACTION FEES

Transactions Include: Suspend
Suspend – Release
Change CPSD
Status Enquiry
Transfer
Move

Refer to Table 2 for charges.

Price review

The transaction charges will be reviewed at the end of each quarter and adjusted according to demand. SD's will be notified **30 days** in advance of a price change.

Payment Terms

Charges will be aggregated for the month and invoiced to SD's. Invoices are payable **30 days** from the date of issue. Payment is to be made via cheque or electronic transfer.

Overdue accounts for Non ACMA Delegated transactions will be charged liquidated damages at the Commonwealth Bank of Australia reference overdraft rate plus 2%.

Table 1 – Delegated Functions

Transaction	Charge per transaction (GST exempt)
Activate	$34.00
Reserve	$22.00
Reserve Extend	$22.00
Withhold	$22.00
Withhold Extend	$22.00
Early Release Quarantine	$45.00
Cancel	$0
Return	$0

Table 2 – Non-Delegated Functions

Transaction	Charge per transaction (excluding GST)	Charge per transaction (including GST)
Suspend	$10.00	$11.00
Suspend – Release	$10.00	$11.00
Change CPSD	$10.00	$11.00
Status Enquiry	$0.00	$0.00
Transfer/Move Initiation	$10.00	$11.00
Transfer/Move Completion	$34.00	$37.40

NB: Annual Numbering Charges also apply to Premium SMS numbers. For more information regarding the Annual Numbering Charge – go to www.acma.gov.au .

SCHEDULE 4

INMS Documentation

These documents are available on the INMS web site or, if not available on the INMS web site, will be provided on CD Rom to the SD by INMS.

Document Type	Document ID	Issue Status	Issue Date	Location
INMS Detailed Design	INMS Application Functional Specification	Version 3.3	8 June 2000	INMS web site
	INMS XML Interface Specification	Version 2.4	1 June 2000	INMS web site
	INMS Browser Interface Specification	Version 1.2	15 March 2000	INMS web site
	INMS End-to-End Test Plan	Version 2.0	14 April 2000	INMS end-to-end Test Plan(v2.0).doc – CD Rom
	INMS Service Deliverer Certification Test Plan	Version 7.0	1 June 2000	Service Deliverer Certification Test Plan(V7.0).doc – CD Rom

SCHEDULE 5

Service Levels

Transaction Levels

Type	Initial	3-year
Status inquiries	35 per 5 seconds	100 per 5 seconds
Number reservations	7 per 5 seconds	20 per 5 seconds
Number withholds	7 per 5 seconds	20 per 5 seconds
Number issue	7 per 5 seconds	20 per 5 seconds

Performance Levels

INMS Response to	Required Performance
Query, Issue etc	95% in 2 seconds and 99.9% in 5 seconds

SCHEDULE 6

Subscriber Application

INDUSTRY NUMBER MANAGEMENT SERVICES LIMITED
ACN 080 344 190

Application for Subscription

SUBSCRIBER DETAILS

Company Name:_____
ABN:_____ ACN:_____
Registered Business Name:_____
Registered Office Address:_____
Principal Trading Address:_____
Contact Person
      Name:_____ Position:_____
      ph:_____ fax:_____
      email:_____

BANK GUARANTEE

INMS requires each subscriber to provide a bank guarantee in relation to the delegated services. When deciding the amount of your bank guarantee, please keep in mind that transactions relating to delegated services over the amount of the bank guarantee will be rejected by INMS. INMS will seek payment of bank guarantee monies if the subscriber fails to make payment within 30 days of the date of issue of an INMS invoice to the subscriber. A pro forma bank guarantee is attached to this application form. The bank guarantee must be in a form substantially similar to the attached pro forma bank guarantee and accepted by INMS in writing.

DII OR WEB INTERFACE

Please select the type of interface you require with INMS:
❒ Data Interchange Interface (please select the type of connection):
      ❒ Frame Relay
      ❒ ISDN
❒ Web Interface

INMS SERVICES

INMS provides a number of services for premium rate numbers (fees apply – please refer to pricing schedule). Please tick the INMS services you require:

Web Interface*	Data Interchange Interface*
❒ Number Management	❒ Number Management
❒ LASD Advice	❒ LASD Advice
❒ Mirror Update Advice	❒ Mirror Update Advice
*You must inform INMS in writing if your service requirements change.	

INMS MEMBERSHIP

Please tick the box below if your organisation would also like to become a member of INMS (an annual membership fee applies):

❒ Yes, I would like to become a member of INMS

INMS will send you the appropriate forms.

ACKNOWLEDGEMENT AND AUTHORITY TO SUBSCRIBE

I hereby:
- certify that I have authority to apply for subscription to the INMS system on behalf of the abovementioned corporation; AND
- acknowledge that INMS may refer this application to the Australian Communications & Media Authority for its opinion as to the CSP status of the abovementioned corporation:

Name:_____   Position:_____

Signature:_____   Date:_____

Important Note: Once completed, this application form must be hand delivered (with attachments) by an authorised representative of the subscriber to the INMS Company Secretary at:
INMS , Suite 102, 24-30 Springfield Avenue, Potts Point NSW 2011
Phone (02) 9326 9400   Fax (02) 9332 1333
_____
Warning – INMS subscribers should be aware of the need to enter into bilateral arrangements with other CSPs for issues not covered by the INMS system.

Office Use Only

Subscriber Code:_____

<div align="center">
PRO-FORMA
BANK GUARANTEE
[letterhead of bank]
</div>

Details	
BANK	*[NAME OF BANK]*
BENEFICIARY:	Industry Number Management Services Ltd of Level 29 Chifley Tower, 2 Chfiley Square, Sydney NSW 2000
CUSTOMER:	*[NAME OF SD]*
BANK BRANCH:	*[SD's Bank Branch]*
AGREEMENT:	Service Deliverer Contract entered into on [ ] between SD and INMS
AMOUNT:	AUD*$[amount]*
Termination date:	*[IF NOT APPLICABLE, DELETE]*

Terms printed in upper case in these details have the same meaning when those terms commence with a capital letter in the Provisions below

<div align="center">

Provisions

</div>

The Beneficiary

1.   In consideration of the Beneficiary agreeing at the request of the Customer and the Bank to accept this guarantee in connection with the Agreement, the Bank undertakes unconditionally to pay the Beneficiary an amount or amounts not exceeding the Amount in total.

2.   Payment of the Amount or any part or parts of the Amount will be made by the Bank to the Beneficiary:

(a)   upon the Bank receiving at its Branch while this guarantee remains in force an unconditional written demand from the Beneficiary; and

(b)   whether or not the Bank gives prior notice of the payment to the Customer; and

(c)   despite any notice given to the Bank by the Customer not to pay to the Beneficiary any moneys payable under this guarantee; and

(d)   irrespective of the performance or non-performance by the Customer or the Beneficiary of the Agreement in any respect.

3.   The Bank's liability under this guarantee is not affected or discharged in any way by any variation to the Agreement or by any extension of time or other forbearance on the part of the Beneficiary or the Customer to the other.

4.   The Bank may terminate this guarantee at any time upon payment to the Beneficiary of the Amount or the balance of the Amount remaining after any part payment of the Amount, or such lesser amount as the Beneficiary requires.

5.   If two or more persons are named as the Beneficiary, this guarantee takes effect for the benefit of them jointly and a demand under this guarantee by any one or more of them is deemed to be a demand by both or all of them jointly. Payment by the Bank under this guarantee to any one or more of them discharges this guarantee to the extent of the Amount so paid.

6.   The benefit of this guarantee is not assignable by the Beneficiary.

7.   This guarantee continues in force until the earliest of the following events occurs:

(a)   this guarantee is returned to the Bank at its Branch;

(b)   notification in writing has been received by the Bank at its Branch from the Beneficiary that this guarantee is no longer required;

(c)   payment is made under clause 2 or 4 to the Beneficiary by the Bank of the whole of the Amount or the balance of the Amount remaining after any part payment or payments of the Amount, or such lesser amount as the Beneficiary requires;

(d)   the close of business on the Termination Date (if any).

8.   The Beneficiary must return this guarantee to the Bank at its Branch upon this guarantee ceasing to be in force.

9.   This guarantee is governed by and is to be construed in accordance with the laws of the place where it is executed by the Bank.

Dated   2012

Executed on behalf the [NAME OF BANK]
by its **Attorney**

Name of Attorney	Signature of Attorney

under Power of Attorney dated [   ] (who states that he/she holds the position in the Bank indicated under his/her signature) in the presence of:

Position

Signature of witness
Name of witness

ANNEXURE: CONFIDENTIALITY NOTICE

NOTICE:

- As you know, the Company supplies goods and services to INMS/INMS acquires goods from suppliers.

- Given the highly confidential nature of this relationship, the Company/INMS is being thorough in ensuring that its confidential information and the confidential information of other parties, such as government agencies and Subcontractors, is protected. The Company/INMS is relying on you to do the same.

- The fact that information is obtained while working and relates to the Company or INMS indicates that it is confidential information. This applies to information you hear or read, even if you are not told the information is confidential and even if the information is not marked 'secret' or 'confidential'.

- Information you hear about another party (such as a Subcontractor) should be treated as confidential information of that party, and should be protected.

Your obligations relating to Confidential Information are:

- To keep it secret. For example, you should not discuss:

  - Company X's confidential information with, or in the presence of, Company Y

  - any confidential information outside the office, in lifts or other public areas

- To use it only as your supervisor directs. For example, unless you are expressly asked by your supervisor, you should not use Agency X's information in discussing something with Company Y. You may not use the information for your personal benefit.

- Not to copy it unless your supervisor tells you to.

- Not to remove it from the office.

When you stop working for the Company/INMS:

- You must return all confidential information to your supervisor, including all hard and soft copies.

- You must keep secret any confidential information you remember.