



# BUSINESS SERVICES AGREEMENT VARIATION

## VARIATION AGREEMENT 10

### YOUR DETAILS

**Name** Data Action Pty Ltd (you or your)  
**ABN** 32 008 102 690  
**Address** Level 3/55 Currie Street, Adelaide SA 5001

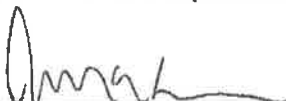
### OUR DETAILS

**Name** Telstra Corporation Limited (ABN 33 051 775 556) (we, us or our)  
**Address for Notices** General Manager, Contract Management  
Locked Bag 6502, Sydney NSW 2001  
**Fax Number** 1300 886 281

- A. The parties entered into a Business Services Agreement for the provision of telecommunication services dated 30 June 2014, as varied (Agreement).
- B. The parties agree that from the date this Variation Agreement is signed by the last party, the Agreement will be varied in accordance with the terms of this Variation Agreement. Subject to the variations, the Agreement will continue in full force and effect.
- C. Terms used in this Variation Agreement have the same meaning as terms defined in the Agreement.


### AGREED BY YOU

Signed for you by your authorised representative:

**Signature**  **Date** 21 May 2018  
**Print Name** Rob McKeon **Position** COO

### AGREED BY US

Signed for us by our authorised representative:

**Signature**  **Date** 22/5/18  
**Print Name** Glen Winkler **Position** State General Manager, SA/NT.

The terms of the Agreement are varied as follows:

CLAUSE	VARIATION
New clause 15A – Annual Defence Bank Router Credit	<p>Insert new "clause 15A" as set out below:</p> <p>"</p> <p><b>15A DEFENCE BANK ROUTER CREDIT – ANNUAL CREDIT</b></p> <p><b>15A.1</b> <i>We will credit your Telstra account related to the MNS routers for Defence Bank Limited (ABN 57 087 651 385) (Defence Bank) with the following credits (Defence Bank Router Credit) to be applied against your Telstra invoices related to the MNS routers for Defence Bank:</i></p> <ul style="list-style-type: none"> <li><i>(a) the amount of \$60,944.40 (GST inclusive) within thirty (30) days of the last party signing Variation Agreement 10;</i></li> <li><i>(b) a further amount of \$60,944.40 (GST inclusive) thirteen (13) months after the last party signing Variation Agreement 10;</i></li> <li><i>(c) a further amount of \$60,944.40 (GST inclusive) twenty-five (25) months after the last party signing Variation Agreement 10,</i></li> </ul> <p><i>the total amount we will credit your Telstra account related to the MNS routers for Defence Bank under this clause is \$182,833.20 (GST inclusive).</i></p> <p><b>15A.2</b> <i>The Defence Bank Router Credit may only be applied against your invoices related to the MNS routers for Defence Bank. The Defence Bank Router Credit is not transferable or redeemable as cash.</i></p> <p><b>15A.3</b> <i>We may suspend or cease payment of the Defence Bank Router Credit at any time by notice to you:</i></p> <ul style="list-style-type: none"> <li><i>(a) if Defence Bank ceases to be a Related Company;</i></li> <li><i>(b) if you do not pay any undisputed amounts due to us on time;</i></li> <li><i>(c) if you do not achieve any minimum commitments or Spend conditions set out or referred to in this Agreement; or</i></li> <li><i>(d) if an administrator, receiver, liquidator or provisional liquidator is appointed to you, or you resolve to enter into any settlement, moratorium similar arrangement for the benefit of your creditors, or you are unable to pay your debts when they are due.</i></li> </ul> <p><b>15A.4</b> <i>If this Agreement is terminated for any reason other than for our material breach, you must reimburse us any Defence Bank Router Credit which has been credited to your nominated Telstra account.</i></p> <p>"</p>