

Remarqueble Pty Ltd

Affiliate Terms of Service – v1.2 – 7 August 2009

These Terms of Service apply to the services provided by, and the payment of commissions to Affiliates of, Remarqueble Pty Ltd (ACN 134 698 249) ("**RPL**"). By referring potential customers to RPL, Affiliate agrees to comply with the Terms of Service set out below.

1. Commissions

- 1.1 RPL will pay Affiliate the amounts calculated in accordance with Part B of the Agreement Details (below) ("**Commission**").
- 1.2 Commissions are paid on a monthly basis described in this Agreement and only after the relevant amounts are received by RPL from the customer.

2. Affiliate code and Login Details

- 2.1 RPL will only pay Commissions to Affiliate for each customer who is directed to RPL's website using the method, URL and Affiliate code nominated by RPL from time to time.
- 2.2 To the extent that RPL provides Affiliate with access to any website or software, RPL may allocate to Affiliate a username and password (or other such access codes) (referred to collectively as "**Login Details**") for the purpose of gaining access to that website or software. Affiliate must keep all Login Details secure and confidential at all times and must not disclose them to anyone else (except those of Affiliate's employees who need to know them for the purposes of their employment, and then only on a confidential basis). If Affiliate has reason to believe that this clause has been breached or that a third party has obtained unauthorised access to its Login Details, Affiliate must notify RPL immediately.

3. Affiliate's Obligations

- 3.1 Affiliate must provide RPL with such co-operation and support as RPL reasonably requests to allow it to perform the Services, including by:
 - (a) ensuring that the information Affiliate provides to RPL is kept accurate and up-to-date;
 - (b) responding promptly to RPL's communications in relation to the Services; and
 - (c) perform any responsibilities allocated to it under this Agreement in a timely manner and with reasonable skill and care, and in all cases in accordance with any stated requirements.
- 3.2 Affiliate must not make any representation nor give any warranty to any third party in connection with the Services other than those representations and warranties which have been expressly made to Affiliate in this Agreement and which RPL has expressly agreed in writing may be passed on by Affiliate to a third party. Affiliate indemnifies RPL and its respective officers, agents, employees and Contractors from and against any and all Liabilities arising in connection with a breach of this clause 3.2.
- 3.3 Affiliate must comply and ensure that its customers comply with RPL's Acceptable Use Policy and Privacy Policy.
- 3.4 Affiliate acknowledges that certain Services provided by RPL depend on information being passed from Affiliate's customers to RPL and complying with deadlines imposed by third parties (such as due dates for filing documents). RPL will not have any liability and Affiliate releases and indemnifies RPL and its directors, officers, agents, employees and contractors from and against any and all Liabilities due to an act, omission or negligence of Affiliate or its customers.
- 3.5 Affiliate acknowledges that some Services provided by RPL involve the submission of Affiliate's customer details to registries who may make that information available to the public through various channels (including through a publicly available database on the Internet).
- 3.6 Affiliate grants to RPL a non-exclusive licence to use such Affiliate intellectual property (including trade marks, logos, copyrights and other intellectual property) as is required for the limited purpose of providing the Services as contemplated by this Agreement.

- 3.7 RPL will use email as the primary manner of communication. Affiliate is solely responsible for receipt of email correspondence. RPL is not responsible for Affiliate's failure to receive correspondence sent to it due to any security or anti-spam system or any problems with Affiliate's email system.
- 3.8 Affiliate must use the Software and the Services in accordance with all applicable Laws and must ensure that all information, directions and requests provided by Affiliate in relation to the Services complies with all applicable Laws. Affiliate must not use the Software or the Services for the purpose of conducting or promoting any activities which are in breach of any applicable Laws or any rights of any third party.
- 3.9 Affiliate must conduct such tests as is reasonably necessary to confirm whether any data or electronic files sent from Affiliate to RPL contains any computer viruses or other forms of software designed to damage or disable any person's computer systems or to corrupt or destroy any person's data, or permit a person to gain unauthorised access to any person's computer systems ("**Malware**"). If Affiliate has reason to believe that it has received from RPL or transmitted to RPL any Malware, Affiliate must notify RPL of that fact immediately.
- 3.10 Except to the extent that RPL expressly agrees to do so as part of a Service, Affiliate is responsible for taking and maintaining backup copies of its data.

4. Issue escalation

- 4.1 RPL will provide the following escalation points:
- (a) Level 1 Email Support; and
 - (b) Level 2 Telephone Support.
- 4.2 Level 1 Email Support will be provided by RPL at mail@remarqueble.com for issues which affect the whole or part of the Software functioning in accordance with this Agreement.
- 4.3 Telephone Support will be provided to an Affiliate contact person nominated in writing by Affiliate at +61 3 9005 9380 (or such other telephone number as may be notified to Affiliate from time to time) for issues which affect the whole of the Software functioning in accordance with this Agreement.

5. Fees and Payment

- 5.1 Subject to any contrary terms contained in the Agreement Details for each Service, RPL will pay Commissions to the Affiliate within 30 days of the end of the month in which the relevant customer fees for each Commission was received.
- 5.2 "Chargebacks", credit card fraud and other instances of customer payments being reversed or charges against RPL will be set-off against future payments to Affiliate.
- 5.3 Payments will be made by RPL using electronic direct deposit to an Australian bank account nominated and held by Affiliate.
- 5.4 If Affiliate has specified that Affiliate is an Australian resident for taxation purposes, Affiliate agrees to supply to RPL a valid Australian Business Number (ABN) before any Commission is paid, and any Commissions paid to Affiliate:
- (a) will be paid inclusive of any goods and services tax ("GST") but exclusive of any other tax or charge which may apply to the commission under any relevant law and, for which Managed Affiliate shall be responsible; and
 - (b) where legally permitted, will be supported by a recipient created tax invoice issued to Managed Affiliate by RPL in accordance with the requirements of the GST legislation then in force.
- 5.5 Where RPL provides a recipient created tax invoice, the parties agree that:
- (a) RPL can issue tax invoices in respect of the Commission;
 - (b) Affiliate will not issue tax invoices in respect of the Commission;
 - (c) Affiliate will notify RPL if it ceases to be registered for GST at any time;

- (d) RPL is registered for GST and will notify Affiliate if it ceases to be so registered or is unable to issue recipient created tax invoices.

5.6 If any GST is payable on a Taxable Supply made under, by reference to or in connection with the Agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.

6. Delay

6.1 RPL is not responsible for any delay in performing or failure to perform any of its obligations under this Agreement to the extent that failure is due to an event or circumstances beyond its reasonable control (including any negligence by Affiliate, failure by Affiliate to provide information or instructions to RPL, failure by Affiliate to perform any of its obligations under the Agreement or any wrongful acts or omissions of Affiliate, an act of God, fire, earthquake, explosion, adverse weather conditions, strike, lockout or other labour difficulty, failure of any electricity, gas or water supply, failure of any public telecommunications network including the Internet, act of public enemy, war or terrorism).

6.2 If an event referred to in clause 6.1 occurs or the performance of the Services is suspended and the time for performance of the affected Services will be extended by a period equal to the time lost due to the occurrence of the relevant event or circumstances or the relevant suspension. Regulatory timeframes will not be extended. If the event or circumstance is due to an act, omission or negligence of Affiliate to perform its obligations under the Agreement, RPL may recover from Affiliate any additional costs reasonably incurred by RPL as a result of that failure and Affiliate will pay those costs to RPL on demand.

7. Term and Termination

7.1 This Agreement commences on the Commencement Date and continues until terminated in accordance with this clause 7.

7.2 Either party may terminate the Agreement immediately by notice in writing to the other party if:

- (a) the other party commits a material breach of its obligations under the Agreement (including a breach of clause 8.1) which cannot be remedied;
- (b) the other party commits a remediable material breach of its obligations under the Agreement which can be remedied, but fails to remedy that breach within 14 days of being required to do so in writing by the first-mentioned party; or
- (c) an Insolvency Event occurs with respect to the other party.

7.3 Either party may terminate this Agreement immediately for any reason by giving the other party three months prior written notice.

7.4 RPL may terminate any Service which:

- (a) becomes uncommercial for it to continue offering by giving Affiliate three months prior written notice; or
- (b) is no longer legally permitted for RPL to provide in accordance with this Agreement immediately by giving Affiliate written notice (RPL to use reasonable efforts to provide Affiliate 3 months prior written notice).

8. Confidentiality and Intellectual Property

8.1 In relation to the Confidential Information of the other party, each party agrees to:

- (a) keep that Confidential Information secret and confidential;
- (b) make no use of that Confidential Information, other than for the purpose of the Services;
- (c) refrain from disclosing or permitting or assisting any person to disclose that Confidential Information to any person, without the other party's prior written permission;

- (d) on termination or expiry of this Agreement, return or destroy all records of that Confidential Information in each party's possession, custody or control (except in each case to the extent such records are embodied within the Software or Service);
- (e) use best endeavours to prevent unauthorised use, reproduction or disclosure of that Confidential Information;
- (f) restrict the disclosure of that Confidential Information to those employees who need to know that Confidential Information for the purpose of the Services, and inform all such employees of the confidential nature of that Confidential Information; and
- (g) notify the other party promptly if the first party becomes aware of any breach or threatened breach of these obligations of confidence.

8.2 The restrictions contained in clause 8.1 do not apply to:

- (a) any Confidential Information which enters the public domain other than as a result of any breach of confidence;
- (b) the disclosure of any Confidential Information to the extent required by a court of competent jurisdiction, governmental body or applicable regulatory authority under law, provided that all reasonable endeavours are first have been taken to provide as much prior notice of such disclosure as is reasonably practicable and to protect the confidentiality of that Confidential Information; or
- (c) use or disclosure of Confidential Information in accordance with rights lawfully granted by a third party.

8.3 Nothing in this Agreement assigns to either party any IPR owned by the other party existing prior to the commencement of this Agreement. All IPR in connection with the Services (including information, designs, reports, documentation, specifications, data and software), other than those elements of pre-existing IPR, are and will be owned by RPL (or its related companies) and Affiliate hereby assigns such IPR (both present and future) to RPL. RPL grants to Affiliate a non-exclusive, royalty-free licence during the term of this Agreement to use the Software in order for Affiliate to receive the Services (but not to disclose to third parties unless otherwise agreed in writing by RPL).

8.4 Affiliate indemnifies RPL and its respective officers, agents, employees and Contractors from and against any and all Liabilities arising in connection with a failure by Affiliate to comply with this clause 8.

8.5 Affiliate must provide notice as soon as practicable to RPL of any infringement or threatened infringement of any RPL IPR which comes to Affiliate's knowledge. Affiliate will assist RPL to evidence or perfect RPL's ownership of IPR, including the right to apply for patents or other forms of protection in the name or RPL. Affiliate must not at any time make any statement which is inconsistent with this clause 8.

9. Warranties

9.1 Each party warrants that it is authorised to enter into this Agreement.

9.2 Affiliate warrants that the information and instructions provided to RPL as part of the Services is a complete, true and correct reproduction of the information and instructions received or retained by Affiliate from its customers.

9.3 Affiliate acknowledges that RPL is not a law firm and does not provide legal advice.

9.4 Other than as expressly recorded in this Agreement, neither RPL nor any person acting on RPL's behalf has made any representation or warranty regarding the Services or Software (including as to the quality or suitability for any purpose of the Services, the Software or the Work Product, or whether the performance of the Services or the possession or use of the Software will infringe the rights of any person, or whether the Services will be uninterrupted or error free).

9.5 RPL may be required to perform maintenance in respect of the Software to ensure its continued operation, which maintenance may affect the availability or functioning of the Services. RPL will use reasonable

endeavours to provide Affiliate with advance notice of any maintenance downtime, except when circumstances beyond RPL's reasonable control prevent RPL from doing so.

9.6 All terms and warranties which might otherwise be implied by any legislation, the common law, equity, trade, custom or usage or otherwise into the Agreement, are expressly excluded to the maximum extent permitted by law. Where legislation implies into the Agreement any term or warranty that cannot lawfully be excluded, that term or warranty is included but RPL's liability in respect of a breach of that term or warranty is, at RPL's option, limited to any one or more of the following:

- (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

10. Liability

10.1 Nothing in this Agreement excludes or limits either party's liability under or in respect of:

- (a) any indemnity expressly in this Agreement;
- (b) any breach of clauses 2 (Affiliate's Obligations) or 8 (Confidentiality and Intellectual Property);
- (c) any fraud or other criminal act, personal injury or death caused by the negligence, breach of Agreement or other wrongful act or omission of that party; and
- (d) any liability to the extent that it may not be so excluded or limited at law.

10.2 To the maximum extent permitted by applicable law, RPL is not liable for:

- (a) any indirect or consequential loss or damage, any loss of profit, loss of revenue, loss of business opportunities, loss of or damage to data or loss of goodwill arising out of or in connection with the Agreement (whether or not the loss or damage may reasonably be supposed to have been in the contemplation of the parties as at the date this Agreement was formed as a probable result of any act or omission);
- (b) any loss or damage arising out of or in connection with the Agreement which is not excluded under paragraph (a), to the extent such loss or damage is caused or contributed to by the other party's negligence, breach of Agreement or other wrongful acts or omissions; or
- (c) any loss or damage in respect of any claim unless the claim is made in writing and in reasonable detail by the claimant within 6 months after the circumstances giving rise to the claim first became known by the claimant or could, with reasonable diligence, have become known by the claimant.

10.3 To the maximum extent permitted by applicable law, RPL's aggregate liability for any loss or damage in connection with the provision of the Services, which is not excluded or limited under clauses 10.2 or 9.6, is limited to an amount equal to the aggregate Commission (excluding amounts to be paid to third parties by RPL) paid to Affiliate in respect of that Services during the month preceding the date on which the first claim is made.

10.4 To the maximum extent permitted by applicable law, Affiliate agrees that as between Affiliate and RPL, RPL has no liability whatsoever to Affiliate's customers for any loss or damage (whether direct, indirect, consequential, loss of profits or otherwise) which those customers may incur (whether by negligence or fault of

Affiliate or otherwise) in connection with the Services or any action (or inaction) by RPL in connection with the Services.

10.5 The limitations and exclusions in this clause 10 apply to any, loss, damage or claim whether based in contract (including under any indemnity or for breach of any warranty), tort (including negligence), under statute or any other legal basis.

10.6 If Affiliate suffers any loss or damage in connection with the Services, Affiliate must promptly notify RPL, together with details of the loss or damage suffered, and Affiliate must use its best endeavours to mitigate such loss or damage as far as reasonably possible.

11. Marketing

11.1 Affiliate consents to RPL referring publicly to Affiliate as being an affiliate of RPL.

12. Entire Agreement

12.1 This Agreement for the provision of each service referred to in the Agreement Details (each a "**Service**") consists exclusively of:

- (a) these Terms of Service;
- (b) the Service Description;
- (c) any other terms and conditions stated expressly in the Agreement Details; and
- (d) Our Privacy Policy and Our Acceptable Use Policy.

Any inconsistency between any of those documents will be resolved in favour of the document that appears first in the above list, except to the extent that a document that appears later in the list is stated to expressly override a document that appears earlier in the list.

12.2 Except as expressly stated in one of the documents listed in clause 12.1, no other terms or conditions are incorporated into this Agreement, despite any terms to the contrary in any purchase order forms, order acknowledgements or other documents used by Affiliate to order Services. The documents listed in clause 12.1 supersede all prior arrangements (whether written or oral) in relation to their subject matter.

13. General

- (a) Any notice, demand, consent or other communication (a "**Notice**") given or made under this Agreement to RPL must be in writing and signed by a person duly authorised by the sender, and delivered to the intended recipient care of the person and using the contact information stated in the Agreement Details. Where as a result of the above a Notice would otherwise be taken to be given or made on a day that is not a Business Day or later than 4.00pm (local time) on a Business Day, it will be taken to have been duly given or made at the commencement of the immediately succeeding Business Day. RPL may provide notice to Affiliate by email to the contact email address provided by Affiliate.
- (b) RPL may change these Terms of Service (including any Commissions) at any time by 30 days' written notice to Affiliate. Such notice may be given by a general notice on the RPL Website. Affiliate agrees that its continued referral of customers to RPL after the date of any notice of amendment will be deemed acceptance by Affiliate of those revised Terms of Service.
- (c) Neither party may assign or sub-contract its rights or obligations under the Agreement without the consent of the other party (not to be unreasonably withheld or delayed), except to a Related Company as part of a corporate reorganisation.
- (d) No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

- (e) In providing the Services, RPL is acting in the capacity of independent contractor. This Agreement does not constitute any partnership, trust, agency, joint venture or employment relationship between the parties.
- (f) Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.
- (g) Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- (h) This Agreement is governed by the laws of Victoria. Each party submits to the exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Agreement and waives any right it may otherwise have to claim that those courts are an inconvenient forum for the resolution of disputes.
- (i) Nothing in the Agreement is to be interpreted against a party solely on the ground that the party put forward the Agreement or a relevant part of it.

14. Glossary of Terms

14.1 In these Terms of Service, unless the context requires otherwise:

“Acceptable Use Policy” means the policy located at <http://www.tmarque.com.au/web/aup>.

“Affiliate” means the party who refers customers to RPL using the method described in this Agreement and to whom Commissions are to be paid.

“Related Company” in relation to a party means any entity that controls or is controlled by or is controlled in common with that party, and includes any 'related body corporate' (as defined in the *Corporations Act 2001 (Cth)* of that party. For these purposes, an entity is taken to be 'controlled' by a party if that party owns the majority of share capital or other securities in the other entity to which a right to vote in a general meeting of the entity attaches, or if the management of the entity is controlled by that party.

“Agreement” means the legal agreement between Affiliate and RPL relating to the provision of the Services by RPL to Affiliate, which is made up of the documents referred to in clause 12.1.

“Agreement Details” means the attachment to this Agreement, which may be updated by RPL from time to time.

“Business Day” means a day of the week other than a Saturday, Sunday or any day on which trading banks in Melbourne are not open for transacting business.

“Commencement Date” means that date on which the Affiliate commences work to refer customers to RPL.

“Confidential Information” means all information of or pertaining to a party which has been in the past or is in the future supplied or disclosed to the other party or which otherwise comes to the other party's knowledge in connection with the performance of the Services, including without limitation:

- (a) information concerning the business affairs, business partners, suppliers, plans or strategies of either party;
- (b) information concerning any products or services which the parties propose to supply; and
- (c) information which is designated by either party as being confidential or which a reasonable person would, given the nature of the information, consider to be confidential.

“Consideration” has the meaning given by the GST Law.

“GST” has the meaning given by the GST Law.

“GST Amount” means in relation to a Taxable Supply the amount of GST payable in respect of that Taxable Supply.

“**GST Group**” has the meaning given by the GST Law.

“**GST Law**” has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, or, if that Act does not exist means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

“**Input Tax Credit**” has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

“**Insolvency Event**” means:

- (a) in respect of a party being an individual – the party dies, ceases to be of full legal capacity or commits an act of bankruptcy or makes a composition with or assignment of his or her property in favour of creditors;
- (b) in respect of a corporation – the party:
 - (i) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
 - (ii) is insolvent within the meaning of section 95A of the *Corporations Act 2001 (Cth)*, must be presumed by a court to be insolvent by reason of an event set out in section 459C(2) of that Act or fails to comply with a statutory demand (within the meaning of section 459F(1) of that Act);
 - (iii) has had an administrator appointed or any step preliminary to the appointment of an administrator taken, or has had a controller (within the meaning of section 9 of the *Corporations Act 2001 (Cth)*) or similar officer appointed to all or any of its assets or business;
 - (iv) has had proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or
 - (v) if incorporated outside Australia, has become insolvent or suffered any event or similar event to those set out in paragraphs (i) to (iv) which would restrict its business operations or cause those operations to be placed under the control of a person other than its directors under the laws of its place of incorporation.

“**IPR**” means all rights in relation to copyright, trade secrets, trademarks, designs, drawings, patents, know-how, secret processes, formulae, semiconductor or circuit layouts and all other similar proprietary rights and all rights to the registration of those rights, whether created, formed or arising before, on or after the date of the Agreement, in Australia or elsewhere.

“**Law**” means any statute, regulation, order, rule, subordinate legislation or other government requirements of any place, or any document enforceable under any of them, which is applicable to the Agreement or the performance of the Services.

“**Liability**” includes any loss, damage, cost, expense (including the full amount of any legal expenses) and other liability whatsoever, whether prospective or contingent, and whether ascertainable or not.

“**Privacy Policy**” means the Privacy Policy located at <http://www.tmarque.com.au/web/privacy>.

“**RPL Website**” means the website located at <http://www.tmarque.com.au> or the website located at <http://www.remarqueble.com>.

“**Service**” means any service for which RPL agrees to pay a Commission to Affiliate. As at the date of this Agreement the services are those described in Part B of the Agreement Details.

“**Service Description**” means the description of each Service stated on the RPL Website.

“**Tax**” includes any tax, levy, impost, deduction, charge, rate, duty, or withholding that is levied or imposed by a governmental agency, and any related interest, penalty, charge, fee or other amount.

“**Terms of Service**” means these terms and conditions.

14.2 The following rules of interpretation apply in the Agreement:

- (a) the singular includes the plural;
- (b) a reference to a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (c) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) examples are descriptive only and mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included;
- (f) a provision must not be construed against a party merely because that party was responsible for preparing that provision;
- (g) a reference to any legislation or legislative provision includes any statutory modification or re enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (h) any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability. A party will be assumed to have an entitlement to a full Input Tax Credit unless it demonstrates otherwise prior to the date on which the Consideration must be provided;
- (i) if the doing of any act, matter or thing under the Agreement is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion.

Agreement Details

Part A – General Information

Address for notices

To RPL:

Remarqueble Pty Ltd
Attention: Legal
PO BOX 453
ELTHAM, 3095
VICTORIA, AUSTRALIA
 email: legal@remarqueble.com

To Affiliate:

The contact details which are notified to RPL.

Part B – Commissions

Definitions:

In this Schedule:

“Commission Base” means the applicable RP (as may be amended from time to time) minus the applicable Government Fee (as may be amended from time to time).

“RP” means the amount charged by RPL to the customer for the product or service, which is in RPL’s sole discretion.

Commissions

Commissions are calculated as described below.

Australian Trademark Registration

	Application
RP (inc 10% GST)	\$395
Government Fee	\$160
Commission Base (inc 10% GST)	\$235
Affiliate (inc 10% GST)	20% of Commission Base