

Details	
<b>Item A - Supplier Details:</b> (Please insert all information as requested. An incomplete form will be returned to you)	
Supplier name:	ABN:
Fax:	Address:
Phone:	
Email:	
<b>Item B - Commencement Date:</b> Date of signing of these General Terms by the Parties. (see Item E (signatures) below)	
<b>Item C - Insurance:</b>	Public and Third Party Liability Insurance of at least \$5,000,000 per event (or any lesser amount agreed by Tabcorp); and Professional Indemnity Insurance of at least \$5,000,000 per event (or any lesser amount agreed by Tabcorp).
Item D – Background	
<ol style="list-style-type: none"> <li>The Supplier is an experienced supplier of certain goods and/or services and has agreed to supply such goods and/or services to the Tabcorp group on the terms of this agreement.</li> <li>This agreement constitutes a “standing arrangement” between Tabcorp and the Supplier for the supply of goods and/or services. When a Tabcorp group member requires goods/and or services it will issue a purchase order and the Supplier will deliver goods and/or services in accordance with this agreement and as described in the purchase order.</li> <li>Unless otherwise agreed, this agreement is non-exclusive, and the Tabcorp group is under no obligation to purchase any, or any minimum quantity of, goods and/or services from the Supplier.</li> </ol>	
Item E - Signatures	
Executed as an agreement	)
<b>SIGNED by</b> .....	)
<b>[name, title]</b>	) .....
as authorised representative for the Supplier, in the presence of:	) <b>[Supplier to sign here]</b>
.....	) By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Supplier.
Signature of witness	) Date:
.....	) .....
Name of witness <b>[print name]</b>	) <b>[Supplier to insert date upon signing]</b>
	)
	)
	)
<b>SIGNED by</b> .....	)
<b>[name, title]</b>	) .....
as authorised representative for Tabcorp, in the presence of:	) <b>Tab Limited to sign here</b>
	) By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Supplier.
	) Date:
	) .....
	) <b>[insert date upon signing]</b>
	)
	)

# Tabcorp Supplier Terms - General Terms

The parties agree as follows:

## 1 Purchase Orders

- 1.1 Any member of the Tabcorp group may at any time request the Supplier to provide Goods and/or Services by issuing a Purchase Order.
- 1.2 A valid Purchase Order:
  - (a) must specify the relevant Tabcorp purchase order number;
  - (b) in the case of Goods, must identify the Goods for delivery, specify quantities, and the delivery location, and may include any specifications or other requirements that the Supplier or the Goods must comply with; and
  - (c) in the case of Services, must describe the Services to be provided and specify the location at which the Services are to be provided, and may include any other relevant matters such as the hours during which Services are to be provided, applicable service levels and service level rebates.
- 1.3 If no date for the delivery of Goods is specified in a Purchase Order, they are to be delivered 7 days after the date of delivery of the Purchase Order to the Supplier.
- 1.4 Unless rejected by the Supplier within 3 Business Days of delivery of a Purchase Order to the Supplier, a Purchase Order will be deemed to be accepted by the Supplier.

## 2 Formation of Supply Agreement

- 2.1 Upon such acceptance (or deemed acceptance), a separate agreement for the provision of the Goods and/or Services described in the Purchase Order is established ("**Supply Agreement**"). The terms of each Supply Agreement consist of these General Terms and the terms of the relevant Purchase Order.
- 2.2 In each Supply Agreement:
  - (a) references to this agreement are to be read as references to the Supply Agreement; and
  - (b) in the event and to the extent of any inconsistency between these General Terms and the terms of a Purchase Order, these General Terms will prevail.
- 2.3 If the Supplier is party to another agreement with Tabcorp which is applicable to the Goods and/or Services specified in a Purchase Order ("**Master Agreement**") then the Supply Agreement for those Goods and/or Services will be subject both to the terms of that Master Agreement and these General Terms, but the terms of the Master Agreement will prevail to the extent of any inconsistency.

## 3 Supplier terms

If the Supplier (or any person on the Supplier's behalf) purports to impose upon Tabcorp or incorporate into this agreement any additional or varied terms by any means whatsoever, including in the Supplier's delivery documentation or in any other notification purported to be provided or delivered by or on behalf of the Supplier, then such terms will be null and void and of no force or effect.

## 4 No minimum purchase and non-exclusivity

- 4.1 Tabcorp is under no obligation, whether under or in connection with this agreement or otherwise, to purchase any, or any minimum quantity of, Goods and/or Services.
- 4.2 This agreement is non-exclusive. Tabcorp may at any time purchase any goods and services, including goods and services identical or similar to the Goods and Services, from any third party.

## 5 Provision of Goods and Services

Upon acceptance (or deemed acceptance) by the Supplier of a Purchase Order, the Supplier will deliver the Goods and/or Services in accordance with the relevant Supply Agreement.

## 6 Title and risk

Title to all Goods passes to Tabcorp free of encumbrances upon payment in full by Tabcorp for those Goods. Risk of loss of or damage to Goods resides with the Supplier until the Goods are delivered to Tabcorp at the place of delivery specified in the relevant Purchase Order.

## 7 Charges

- 7.1 Charges payable by Tabcorp will be as specified in a Purchase Order.
- 7.2 If the parties agree in writing that Charges for goods and/or services are to be fixed for a certain period ("**Supplier Quote**"), the Supplier must ensure that Charges invoiced are consistent with the Supplier Quote.
- 7.3 Unless provided otherwise in a Purchase Order, all Charges payable by Tabcorp are, subject to clause 9 (GST), inclusive of all applicable taxes, charges and duties, and all other costs and charges connected with provision of the Goods and/or Services, including for packaging, carriage, insurance and delivery.
- 7.4 Charges will not be increased without Tabcorp's consent.

## 8 Payment of the Charges

- 8.1 Unless otherwise agreed, the Supplier may only render an invoice for Goods or Services following completion of the Services or delivery of the Goods (as relevant) in accordance with the applicable Purchase Order.
- 8.2 Invoices must:
  - (a) Satisfy the requirements for a valid Tax Invoice as specified in the GST Act.
  - (b) State the Purchase Order reference number.
  - (c) Be addressed to the attention of the relevant Tabcorp Representative.
  - (d) Be addressed to the Tabcorp entity which issued the Purchase Order, at the relevant address specified below (or as otherwise advised by Tabcorp from time to time):

Tabcorp Limited -  
GPO Box 1775 Melbourne Vic 3001
- 8.3 Upon receipt of a correctly rendered Tax Invoice, Tabcorp will pay to the Supplier all undisputed Charges within 30 days of receipt of such invoice.
- 8.4 Tabcorp may set off any amounts payable by Tabcorp to the Supplier (whether payable under or in connection with this agreement or otherwise) against any amounts payable by the Supplier to Tabcorp (whether payable under or in connection with this agreement or otherwise).
- 8.5 If the Supplier fails to provide Tabcorp with an invoice within 12 months of the date on which it provides any Goods and/or Services to Tabcorp, then the Supplier agrees that it waives any right to claim any payment from Tabcorp in respect of those Goods and/or Services.

## 9 GST

- 9.1 Unless otherwise stated in this agreement, the consideration specified in this agreement does not include any amount for Goods and Services Tax ("**GST**").

## Tabcorp Supplier Terms - General Terms

- 9.2 If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the applicable GST in respect of the Taxable Supply (except to the extent that the consideration is expressed to be inclusive of GST).
- 9.3 The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note.
- 9.4 If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.
- 9.5 If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party, or to which the representative member for a GST group of which the other party is a member, is entitled to an Input Tax Credit (as defined in the GST Act).
- 9.6 Notwithstanding any other provision in this agreement, the recipient is not required to pay the amount referred to in clause 9.2 unless it has received a tax invoice in respect of the supply within three years and eleven months after the end of:
- (a) the first calendar month in which any of the consideration for the supply is provided; or
  - (b) if an invoice is issued prior to the provision of any of the consideration for the supply, the calendar month in which the invoice issued.
- (a) Labour Hire Licensing Act 2017 (SA);
- (b) Labour Hire Licencing Act 2018 (Vic);
- (c) Labour Hire Licensing Act 2018 (Qld); and
- (d) any other similar or corresponding legislation which applies:
- (i) federally; or
  - (ii) in any State or Territory of Australia  
**(Labour Hire Licence)**
- 12.2 At all times that:
- (a) the Service Provider provides the Services; and
  - (b) the Service Provider, or any subcontractor that is engaged to provide the Services, are required to hold a Labour Hire Licence,
- the Service Provider will, if requested by Tabcorp, provide Tabcorp with a current copy of each Labour Hire Licence that it, or its subcontractor, is required to hold.
- 12.3 The Service Provider indemnifies the Indemnified Parties against, and agrees to reimburse and compensate them for, any and all Loss or Liability (including legal fees on a full indemnity basis) suffered or incurred by any of them at any time in relation to or in connection with any breach of clause 12.1 or 12.2 of this Schedule by:
- (a) the Service Provider; and/or
  - (b) any subcontractor that the Service Provider engages to provide the Services

### 10 Intellectual Property

- 10.1 The Supplier acknowledges and agrees that Tabcorp (or a third party supplier to Tabcorp) owns all intellectual property rights in and to any materials provided to the Supplier by or on behalf of Tabcorp ("**Tabcorp Materials**").
- 10.2 The Supplier is permitted to use Tabcorp Materials only to the extent necessary for the provision of the Goods and Services. The Supplier must return all Tabcorp Materials to Tabcorp when no longer required by the Supplier for such purposes or on demand by Tabcorp.
- 10.3 All intellectual property rights subsisting in materials of any kind developed by the Supplier, but excluding any pre-existing rights and materials, under or in connection with this agreement or the provision of the Goods and/or Services vest immediately in Tabcorp upon its creation. The Supplier hereby irrevocably and unconditionally assigns to Tabcorp all such intellectual property rights.

### 11 Access

- 11.1 On reasonable notice and during normal working hours, Tabcorp will use reasonable endeavours to provide the Supplier with access to the relevant Tabcorp location to enable the Supplier to deliver the relevant Goods and/or Services.
- 11.2 When providing Services at or delivering Goods to Tabcorp's premises, the Supplier agrees to comply with Tabcorp's policies and procedures relating to occupational health (including Tabcorp's **No Smoking and Occupational Health & Safety Policies**), safety and security in effect at those premises, as notified by Tabcorp, and with all reasonable directions given by any Representative of Tabcorp.

### 12 Labour Hire Licensing

- 12.1 At all times that the Service Provider provides the Services to Tabcorp, it must ensure that it and any subcontractor that it engages to provide the Services, hold all licences required under the:

### 13 Indemnity and insurance

- 13.1 The Supplier will indemnify Tabcorp, Tabcorp's related bodies corporate (as defined in the *Corporations Act 2001* (Cth)), and all Representatives of each of them, against any and all loss, liability, damages, and expenses (including legal fees on a full indemnity basis) suffered or incurred by any of them to the extent such loss, liability, damage or expense is suffered or incurred, as a result of any of the following:
- (a) any fraud by the Supplier or any of its Representatives;
  - (b) any breach by the Supplier or any of its Representatives of any applicable laws;
  - (c) personal injury, death, or loss of or damage to real or tangible personal property caused by the Supplier or by any of its Representatives under or in connection with this agreement, or caused in any way by any Goods and/or Services provided under this agreement; and
  - (d) any liability arising from a breach of clauses 13 (Confidentiality), 14 (Privacy) and 15 (PCI DSS).
- 13.2 Without limiting its obligations under clause 13.1, the Supplier will arrange and maintain with a reputable insurance company, at its cost, the insurance specified at Item C (Insurance) on the Cover Page. Such insurance must commence on the Commencement Date and continue for a period of 3 years after expiry or termination (for whatever reason) of the last Supply Agreement. The Supplier must provide Tabcorp with certificates of currency for said insurance prior to providing any Goods and/or Services pursuant to these General Terms and/or any related Supply Agreement and the Supplier must provide Tabcorp with updated certificates if the Supplier is still supplying Goods and/or Services to Tabcorp when those certificates expire.

# Tabcorp Supplier Terms - General Terms

## 14 Confidentiality

- 14.1 The Supplier will not disclose or use any Confidential Information except for the purposes of performing its obligations under this agreement.
- 14.2 The Supplier may disclose Tabcorp's Confidential Information:
- (a) to its legal or financial advisers, to obtain advice; or
  - (b) as required or authorised by law (except to the extent the requirement can be excluded or limited by contract or by a confidentiality obligation); or
  - (c) with Tabcorp's prior written consent; or
  - (d) as required by the listing rules of any stock exchange on which the Supplier's shares are listed.

## 15 Privacy

- 15.1 If, as a result of this Agreement, the Supplier is able to access any information about identifiable individuals held by or on behalf of Tabcorp or any of Tabcorp's group members, then the Supplier must:
- (a) comply with the Privacy Act 1988 (Cth) and all other applicable privacy laws and such other data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, as if it were regulated by this Act;
  - (b) comply with any privacy code or policy which has been adopted by Tabcorp and copies of which have been provided to the Supplier as if it were bound by that code or policy;
  - (c) comply with any of Tabcorp's directions that are consistent with the laws, codes and policies referred to in paragraphs 14.1(a) and 14.1(b) above;
  - (d) promptly notify Tabcorp of any request made by such an individual for access to the information; and
  - (e) co-operate with Tabcorp in the resolution of any complaint under, or relating to, any of the laws, codes or policies referred to in paragraphs 14.1(a) and 14.1(b) above.

## 16 PCI DSS

If, as a result of this Agreement, the Supplier is able to access any bank or account information of Tabcorp's customers or customers of any Tabcorp group company, the Supplier must do all things necessary to:

- (a) comply with the PCI Standard; and
- (b) ensure that it does not act, or fail to act, in any manner which causes Tabcorp to breach the PCI Standard; and

the Supplier acknowledges that such information is both Confidential Information and information about identifiable individuals.

## 17 Security

The Supplier must:

- (a) implement and maintain all technical and organizational measures necessary to protect Tabcorp's data against misuse, loss, unauthorised use, access, processing, modification or disclosure as may be required protect Tabcorp's Confidential Information against misuse and unauthorised use; and

- (b) comply with all of Tabcorp's security and office regulations and policies when on Tabcorp's premises or accessing any of Tabcorp's computer systems.

## 18 Term

- 18.1 The General Terms commence operation on the Commencement Date.
- 18.2 Each Supply Agreement commences on the date of, or on such other date as may be specified in, the relevant Purchase Order and continues (subject to earlier termination) until the parties have performed all of their obligations under the Supply Agreement.
- 18.3 If the Purchase Order is not dated or does not specify a commencement date then the commencement date of a Supply Agreement will be the date of acceptance or deemed acceptance of the Purchase Order under clause 1.3 (Purchase Orders).

## 19 Termination - breach and insolvency

Tabcorp may terminate this agreement immediately by giving written notice to the Supplier, while preserving to itself whatever rights may have accrued to it, upon occurrence of any of the following events:

- 19.1 where the Supplier commits a breach of this agreement which is not capable of being remedied;
- 19.2 where the Supplier has committed a breach of this agreement which is capable of remedy, and has not remedied the breach within 30 days of receipt of written notice of the breach; or
- 19.3 where the Supplier commits an act of insolvency, comes under any form of insolvency administration, or novates, assigns or otherwise deals with its rights under this agreement without Tabcorp's consent.

## 20 Termination without cause

- 20.1 Tabcorp may terminate this agreement at any time without cause by giving the Supplier 14 days' written notice.
- 20.2 Tabcorp may terminate this agreement at any time without cause immediately by giving the Supplier written notice if directed or required to do so by any regulatory authority.

## 21 Supply Agreements are separately terminable

- 21.1 Each Supply Agreement is a separate agreement which is independently terminable.
- 21.2 Termination of any Supply Agreement (or of all Supply Agreements) does not have the effect of terminating these General Terms.
- 21.3 Except if expressly provided in writing, termination of the General Terms does not terminate any Supply Agreement that may be in force as at the effective date of termination of the General Terms.

## 22 Consequences of termination

- 22.1 In the event of the termination of this agreement for any reason, Tabcorp will be entitled to a refund of any Charges paid in advance for Goods and/or Services not delivered.
- 22.2 In the event of termination of this agreement under clause 19 (Termination without cause), the Supplier will be entitled upon termination to payment of:
- (a) any monies outstanding for Services performed or Goods delivered prior to termination; and
  - (b) the Supplier's actual and direct out-of-pocket expenses to the date of termination, as approved by Tabcorp. The Supplier must mitigate any such costs claimed from Tabcorp.

## Tabcorp Supplier Terms - General Terms

- 22.3 In no event will amounts to be paid by Tabcorp under clause 21.2(Consequences of termination) exceed the value of the Charges payable for the Goods and Services terminated.
- 22.4 In the event of termination of this agreement for any reason, the only amounts payable by Tabcorp to the Supplier under this Agreement are those referred to in clause 21.2(Consequences of termination). Tabcorp will not be liable to pay the Supplier under this Agreement any amount by way of early termination charges or compensation for loss of prospective revenue or profit suffered in connection with such termination.

### 23 Warranties

- 23.1 The Supplier warrants that:
- Goods and Services will conform to all of the requirements of this agreement;
  - Services will be provided with due care and skill; and
  - Goods will conform to any sample provided, will be of merchantable quality, and will be fit for purpose.
- 23.2 If any Goods or Services do not comply with clause 22.1, then the Supplier will, at Tabcorp's request and at no additional cost to Tabcorp:
- in the case of Services, to the extent practicable, promptly provide the Services again; and
  - in the case of Goods, promptly rectify the non-conforming Goods or replace them with goods that meet the requirements of clause 22.1
- 23.3 Alternatively, and at Tabcorp's discretion, Tabcorp may:
- elect to receive defective Goods or Services at a reduced price, such price to be determined by Tabcorp having regard to the nature of the relevant defect or non-conformance; or
  - reject any defective Goods or Services, in which case the Supplier will refund to Tabcorp in full all Charges paid in respect of those Goods or Services.

### 24 Regulatory

- 24.1 The Supplier will at all times comply with all laws and regulations that are applicable to performance by the Supplier of its obligations under this agreement.
- 24.2 To the extent that this agreement is a "controlled contract" within the meaning of the Public Lotteries Act, Supplier agrees to comply with any requirements under such legislation as may from time to time be notified to it by Tabcorp, and agrees to provide any information and access to its premises and records that any regulatory authority having jurisdiction under such legislation may require or request.

### 25 No agency

The parties acknowledge and agree that their relationship under this agreement is that of independent contractors and nothing in this agreement should be construed as creating a relationship of employer/employee, principal/agent, partnership or joint venture.

### 26 Conflict of interest

- 26.1 The Supplier must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Tabcorp's best interests.
- 26.2 The Supplier's obligations under this clause 25(Conflict of interest) apply to the activities of the Supplier's Representatives in their relations with Tabcorp's Representatives and/or any third parties associated with this agreement (as well as their families).

- 26.3 The Supplier's obligations under this clause 25 (Conflict of interest) include, but are not limited to, establishing precautions to prevent the Supplier's Representatives from making, receiving, providing or offering gifts, payments, loans, substantial entertainment or other considerations for the purpose of influencing individuals to act contrary to Tabcorp's best interests.
- 26.4 The Supplier must immediately notify Tabcorp in writing of any and all violations of this clause 25 (Conflict of interest) upon becoming aware of those violations.

### 27 Personal Property Securities Act

- 27.1 Each party agrees that:
- if Tabcorp determines that this document (or a transaction in connection with it) is or contains a security interest for the purposes of the Personal Property Securities Act 2009 (Cwlth) ("PPSA"), Tabcorp may make any registration or notification under the PPSA in connection the security interest and the Supplier may not make an amendment demand in respect of that registration;
  - to the extent the law permits:
    - Tabcorp need not comply with, and the Supplier may not exercise rights under, any provisions of Chapter 4 of the PPSA that may be contracted out of; and
    - the Supplier waives its rights to receive any notice that is required by the PPSA (but this does not prohibit Tabcorp from giving such a notice); and
  - despite anything else in this document, neither party may disclose any information in connection with this document under section 275(4) of the PPSA unless section 275(7) of the PPSA applies.

### 28 Jurisdiction and governing law

This agreement is governed by the laws of the State or Territory in which the relevant Tabcorp entity is located and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and courts of appeal from them.

### 29 Entire agreement

- 29.1 This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and contains all of the representations, warranties and agreements of the parties.
- 29.2 This agreement supersedes all prior negotiations, contracts, arrangements, understandings and agreements concerning such subject matter.

### 30 Variation

This agreement may be amended or varied only by agreement in writing signed by the parties.

### 31 Survival

- 31.1 Clauses 10 (Intellectual Property), 13 (Confidentiality), 14 (Privacy), 15 (PCI DSS), 16(a) (Security), 24 (No agency), 27 (Jurisdiction and governing law), 28 (Entire agreement) and this clause 30 (Survival) survive the expiry or termination (for whatever reason) of this agreement, together with any other clauses that by necessary implication survive such expiry or termination.
- 31.2 The Supplier's obligations under clauses 12 (Indemnity and insurance), 22 (Warranties) and 23 (Regulatory) survive the expiry or termination (for whatever reason) of this agreement.

### 32 Definitions

In this agreement:

**Business Day** means 8am to 6pm Monday to Friday, excluding public holidays, in the place where the relevant Tabcorp entity is located.

**Charges** means the charges payable by Tabcorp for Goods and Services, as detailed in a Purchase Order and in any relevant Supplier Quote.

**Cover Page** means the front page to this agreement containing the agreement details.

**Commencement Date** means the date specified at Item B on the Cover Page.

**Confidential Information** means any Tabcorp information disclosed in any form to the Supplier or otherwise learned or acquired by the Supplier under or in connection with this Agreement, which is identified by Tabcorp as being confidential, or which due to the circumstances of disclosure the Supplier knows or ought to know is confidential, whether disclosed visually, orally or in writing, and including (without limitation) information which relates to Tabcorp's business, systems, technology, affairs, or products, customers, employees, contractors or business, or any information of the kind mentioned in section 275(1) of the PPSA:

- (a) was or becomes generally available to the public, other than as a result of a breach of an obligation of confidentiality owed to Tabcorp;
- (b) becomes known to the Supplier, without an obligation of confidentiality, from a source other than Tabcorp;
- (c) was in the Supplier's possession, without an obligation of confidentiality, prior to receipt from Tabcorp.

**General Terms** means these terms headed "Tabcorp Supplier Terms - General Terms", and includes the Cover Page.

**Goods** means the goods to be provided by the Supplier to Tabcorp under and in accordance with a Supply Agreement.

**Government Agency** means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.

**GST Act** means the *A New Tax System (Goods and Services Tax Act 1999* (Cth).

**PCI Standard** means the Payment Card Industry Data Security Standard issued from time to time by the Payment Card Industry Security Standards Council (or any replacement entity) together with the associated regulations and guidelines.

**Power** means a power, right, authority, discretion or remedy which is conferred on Tabcorp:

- (a) by this Agreement; or
- (b) by law in relation to this Agreement.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**Purchase Order** means a purchase order issued by Tabcorp under clauses 1.1 and 1.2 (Purchase Orders).

**Representative** of a party includes an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer or sub-contractor of that party.

**Security** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement, notice or arrangement having a similar effect, including any 'security interest' as defined in the PPSA.

**Services** mean the services to be provided by the Supplier to Tabcorp under and in accordance with a Supply Agreement.

**Supply Agreement** has the meaning given in clause 2.1 (Formation of Supply Agreement).

**Tabcorp** means the Tabcorp entity named on a Purchase Order.

**Tabcorp Materials** has the meaning given in clause 10.1 (Intellectual Property).

**Supplier Quote** has the meaning given in clause 7.2 (Charges).