

communications, business cards, correspondence and other advertising and promotional content (whether in physical or digital form) approved by the Licensee for use in connection with the Authorised Financial Services.

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## 8. Remuneration

- (a) The Licensee will pay the Distributor the Remuneration within the time set out in Item 6 of Schedule 1.
  - (b) The Licensee may deduct any amounts owed by the Distributor to the Licensee from any Remuneration payable to the Distributor.
  - (c) All amounts payable to the Distributor under this agreement are exclusive of any GST liability which may arise.
  - (d) If the Licensee is obliged by law to deduct or withhold any income or other tax then the Licensee may deduct this amount from the amount payable to the Distributor.
  - (e) The parties each warrant that at the date of this agreement and at any time during the term when a taxable supply is made they are or will be registered for GST. A party must produce written evidence of registration on request from another party. The Distributor must provide a tax invoice to the Licensee within twenty-eight (28) days after the date of a taxable supply. Any tax invoice rendered in connection with a taxable supply under this agreement must comply with the requirements of the GST laws.
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## 9. GST

- (a) The parties each warrant that at the date of this agreement and at any time during the term when a taxable supply is made, they are or will be registered for GST. A party must produce written evidence of registration on reasonable request from another party.
- (b) [OPTIONAL] If the Distributor makes a taxable supply to the Licensee under this agreement, the Distributor must provide a tax invoice to the Licensee within twenty-eight (28) days after the date of a taxable supply. The Licensee need not make a payment of an additional amount under sub-clause (a) for a taxable supply made under or in connection with this agreement until the Distributor has given the Licensee a valid tax invoice for the supply to which the payment relates. Any tax invoice rendered in connection with a taxable supply under this agreement must comply with the requirements of the GST laws.

[OPTIONAL] If the Licensee receives a taxable supply from the Distributor under this agreement, the Licensee will provide a recipient created tax invoice (**RCTI**) to the Distributor in respect of the taxable supplies on the terms set out in the RCTI Agreement in Schedule 7. Any RCTI rendered in connection with a taxable supply under this agreement must comply with the requirements of the GST laws. The Distributor need not make a payment of an additional amount under sub-clause (a) for a taxable supply made under or in connection with this agreement until the Licensee has given the Distributor a valid RCTI for the supply to which the payment relates.

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## 10. [OPTIONAL] Authority to Appoint Others

- (a) No employee or other person associated with the Distributor is authorised to act as a distributor of the Licensee unless that individual is appointed in accordance with this clause 10.