



MEDIA GROUP

Bauer Media Sub-agency Agreement

Agent's Details

Name of Agent's Shop

Network account number

Name of person or entity who owns Agent's business

ACN/ARBN

Business address of person or entity who owns Agent's business

Sub-agent's Details

Name of Sub-agent's shop

Address of Sub-agent's shop

Contact name

Phone

Fax

E-mail

Mobile

Business type

Sole Trader

Partnership

Company

Trust

Name of person or entity who owns business

ACN/ARBN

Shop type:

Delicatessen

News specialist

Supermarket

Other

Grocery store

Convenience store

Milk bar

Service station

Caltex

BP

7-Eleven

WWP

CEXP

Other

Shop location:

Outdoor shopping centre

Transit depot

Other

Indoor shopping centre

Stand-alone store

Corner store

Strip shop

Opening hours

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Sunday

Pub Hol

Shop size & display

• Retail selling space

m²

• Display space for magazines

m²

• Pocket space for magazines

pockets

• Flat stacks

stacks

• Poster spaces

racks

Signature of Agent or authorised representative

Signature of Sub-agent or authorised representative

Date of signing

Date of signing

1. WHAT THIS AGREEMENT DOES

- (a) Agent has entered into an agreement with **Bauer Media Limited ACN 053 273 546** of Park Street, Sydney, New South Wales (**Bauer Media**) to sell and distribute on behalf of Bauer Media magazines published or distributed by Bauer Media (**Bauer Media Magazines**)
- (b) Sub-agent offers to be an agent of Agent on the terms of this agreement.

2. HOW LONG THIS AGREEMENT LASTS

- (a) This agreement commences on signing by both parties and will continue until either Agent or Sub-agent gives fourteen days' notice of termination to the other party.
- (b) This agreement has no effect if Agent is not authorised by Bauer Media to deliver Bauer Media Magazines to Sub-agent and will terminate immediately if any such authorisation is revoked.

3. WHAT AGENT WILL DO

- (a) Agent will deliver or arrange for the delivery of Bauer Media Magazines to Sub-agent by whatever means is agreed between Agent and Sub-agent. No title in any Bauer Media Magazine will pass to Sub-agent at any time.
- (b) Agent will comply with delivery directions given by Bauer Media about which Bauer Media Magazines Agent must distribute to Sub-agent, quantities of Bauer Media Magazines to be distributed, and promotional material to be provided to Sub-agent. Agent must pass on any directions of Bauer Media in relation to Sub-agent's display of Bauer Media Magazines and promotional material.
- (c) Agent will ensure that Bauer Media Magazines are delivered to Sub-agents at the earliest possible opportunity after Agent receives the Bauer Media Magazines from Bauer Media.
- (d) Agent will deliver to Sub-agent a range and number of Bauer Media Magazines sufficient to allow Sub-agent to fulfil its obligation under clause 4(d).
- (e) If stock is available, Agent must supplement each Sub-agent's stock of Bauer Media Magazines as soon as is practicable after a reasonable request from a Sub-agent or from Bauer Media.

4. WHAT SUB-AGENT WILL DO

- (a) Sub-agent must use Sub-agent's best endeavours to sell, promote and increase the circulation of Bauer Media Magazines on behalf of Agent and must comply with any reasonable directions provided by Agent in relation to the display of Bauer Media Magazines and promotional material.

- (b) Sub-agent must provide all sales data and other information reasonably requested by Agent in relation to Bauer Media Magazines in the form and with the frequency specified by Agent from time to time.
- (c) Sub-agent must accept and display the range and volume of Bauer Media Magazines provided by Agent during the entire on-sale period in the manner directed by Agent from time to time.
- (d) Sub-agent must dedicate the Sales Proportion of its total space available for the display of magazines and promotional material to those Bauer Media Magazines that are published by Bauer Media and promotional material relating to those magazines. The **Sales Proportion** is the annualised proportion of all magazine sales by number of copies sold as audited by the Audit Bureau of Circulation from time to time.
- (e) Sub-agent must not accept distribution of Bauer Media Magazines from any person other than Agent while this agreement is in force and must not distribute any Bauer Media Magazines to any person who intends to resell the Bauer Media Magazines.
- (f) Sub-agent must at Agent's request do all things necessary to enable Agent to claim any available credit, set off, rebate or refund for or in relation to any goods and services tax included in any payment made under this agreement, whether this requires either Agent or Sub-agent to create invoices.

5. HOW SUB-AGENT WILL PAY AGENT

- (a) Agent and Sub-agent must agree reasonable terms of credit on which Agent will supply Bauer Media Magazines to Sub-agent, which must include Agent issuing a weekly statement to Sub-agent. Unless otherwise agreed, Sub-agent must pay the amount of any statement within five days.
- (b) The amount to be paid to Agent in relation to each Bauer Media Magazine delivered to Sub-agent will be the recommended retail price of the Magazine less a commission of 12.5% or such greater commission as is agreed between Agent and Sub-agent.
- (c) The amount to be paid to Agent in relation to any Bauer Media Magazine returned to Agent in accordance with Agent's directions will be credited to Sub-agent and may be off-set against any future debt owing to Agent.