

RECIPIENT CREATED TAX INVOICE AGREEMENT. (Schedule 2)

Caltex and Merchant agree that, when Merchant makes taxable supplies to Caltex, in relation to the following business (including but not limited to):

- (a) supplies in respect of which Caltex makes StarCard and StarCash reimbursements;
- (b) Market Area Price assistance or allowances;
- (c) ATM fees;
- (d) Promotional and marketing payments (e.g. MarketPulse, GAPbusters, etc); and
- (e) Commissions

("relevant supplies"), that:

1. Caltex will issue to Merchant a recipient created tax invoice ("RCTI") for the relevant supplies;
2. Merchant will not issue a tax invoice to Caltex for the relevant supplies;
3. Merchant will notify Caltex if Merchant ceases to be registered for GST;
4. Caltex will notify Merchant if Caltex ceases to be registered for GST or if it ceases to comply with any of the requirements relating to the issue of RCTIs.

For the purposes of the agreement above:

- (a) Caltex acknowledges and warrants that it is registered for GST; and
- (b) Merchant acknowledges and warrants that at the time of entering into the agreement it is registered for GST.

Definitions in this Agreement:

"Caltex" means Caltex Australia Petroleum Pty Ltd ABN 17 000 032 128

"Merchant" is _____
(Company name) (ABN)

Words or expressions used in this Agreement which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning.

Signed on behalf of the Merchant
by its authorised officer in the presence of:

Signature of Authorised Officer

Name

Date

Signature of Witness

Name

Date