



## Foreign Exchange Policy

*Revision 1.1 – Effective 1 May 2008 onwards*

Current version available at [http://www.sublimeip.com/legal/terms/Sublime\\_IP\\_Forex\\_Policy.pdf](http://www.sublimeip.com/legal/terms/Sublime_IP_Forex_Policy.pdf)

### Foreign currency charges

If we pay for a service on your behalf in a currency other than Australian Dollars, we regard this as a “foreign currency charge”.

### Intermediary Currencies

We reserve the right to undertake the conversion of any foreign currency amount through one of our Intermediary Currencies as required to make use of our available lines of credit and treasury reserves. This may, for example, necessitate a USD payment made on your behalf being converted to Australian Dollars for payment by us even if we ultimately re-invoice you in USD.

The Intermediary Currencies in which we currently maintain reserves and/or obtain lines of credit are listed in the table below.

Currency	Currency Code (ISO 4217)	Symbol
Australian Dollar	AUD	\$
Euro	EUR	€
Great British Pound Sterling	GBP	£
Japanese Yen	JPY	¥
Swiss Franc	CHF	Fr
United States Dollar	USD	\$

### Exchange rates

Unless a specific rate is required by applicable law, you understand and agree that Sublime IP will use conversion rates based on inter-bank rates that we obtain from customary industry sources plus a

conversion spread of 3.85%. If Charges are converted by third parties prior to being submitted to us, any conversion made by those third parties will be at rates selected by them.

### **Exchange rate timing**

Conversion between currencies for a transaction will take place on or after the date the Charge is invoiced to or payable by Sublime IP and not later than the date we invoice you.

### **Late payments**

If Foreign Currency charges we have invoiced to you are not paid in full by the due date, we reserve the right to recalculate some or all of the foreign currency amounts at our discretion.

### **Payments by you in a currency other than our Invoice Currency**

You may choose to pay us for an invoice in a currency other than the invoiced currency, or the currency specified on our service Order Form. We will calculate an exchange rate for the payment and provide you with a currency quotation in your preferred payment currency. Our quoted exchange rate in these circumstances is valid for 14 days. We reserve the right to re-quote the exchange rate after this period, or in any event if applicable exchange rate movements would result in us receiving less than 90% of the originally invoiced amount when converted to the Invoice Currency.