

Product Supply Agreement

Date 2018

Parties

1. Guild Trustee Services ABN 84 068 826 728 of Level 13, 171 Collins Street, Melbourne, Victoria 3000 (**Customer** or **GTS**)
2. Loyalty Corp Australia Services Pty. Ltd. ABN 39 615 958 873 of 1192 Toorak Road, Camberwell, Victoria 3124 (**Supplier** or **LoyaltyCorp**)

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Definitions In this Agreement, unless the contrary intention appears:

Acceptance has the meaning given in clause 2.7.

Agreement means the terms and conditions set out in this document including the attached Schedules and any other annexures or documents incorporated by reference into this document.

Authorised Person means in relation to a Party:

- (a) the directors, secretary and any other person appointed to act as an authorised officer of that party;
- (b) the employees of that party;
- (c) the legal, financial and other advisers of that party; and
- (d) the respective officers and employees of those legal, financial and other advisers.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State of Victoria, Australia.

Client Intellectual Property means any trade marks, copyright, patents and patentable inventions, developed by the Client that relate to the Program.

Change of Control means, in relation to a body corporate, the occurrence of an event or circumstance where a person who is not presently able to do any of the following things becomes able to do one of the following things (whether directly or indirectly or through one or more intervening persons, companies or trusts):

- (a) control the composition of more than one half of the body's board of directors;
- (b) be in a position to cast, or control the casting of, more than one half of the maximum number of votes that might be cast at a general meeting of the members of the body; or
- (c) hold or have a beneficial interest in more than one half of the issued share capital of the body.

Client means the Client specified at the commencement of this Agreement.

Client Member means an individual who is a member, customer or tenant under the Client's branded Program.

Confidential Information means all Information designated as confidential by the Disclosing Party which is disclosed to or acquired by the Receiving Party or the Receiving Party's Authorised Persons before or after the date of this Agreement, whether verbally, in writing or in electronic or machine readable form but does not include Information that:

- (a) the Receiving Party can prove by contemporaneous written documentation was in the lawful possession of the Receiving Party before the Disclosing Party had any dealings with the Receiving Party or was independently generated by the Receiving Party or on its behalf;
- (b) is in the public domain otherwise than as a result of a breach of this agreement or any other obligation of confidentiality owed to the Disclosing Party; or
- (c) was legally and properly obtained by the Receiving Party from any other source without restriction on further disclosure.

Consequential Loss has the meaning given to it in clause 18.1 of this Agreement.

Data means data held, stored or generated relating to the services under this Agreement including in relation to Client Members.

Developed Intellectual Property any trade marks, copyright, data, patents, patentable inventions and designs, whether or not registered or registrable, developed pursuant to this Agreement or an SOW issued pursuant to this Agreement.

Development Period means the period between the date of execution of this Agreement and the date of Acceptance.

Development Services means the services provided in accordance with clause 2.

Disaster Recovery Event means a problem, event or disaster (including without limitation, problems arising within the Client's organisation (such as the breakdown of the Client's computing system) or externally to the Client's organisation (such as a power failure)) which interrupts the Client's performance of its obligations under this Agreement.

Disclosing Party means a party who discloses its Confidential Information to the Receiving Party.

Documentation means any user guides or any other materials related to the Program generally made available by the Supplier to Client.

Effective Date means the date specified at the head of this Agreement on which the Agreement is signed by the parties.

Fees means the relevant amounts payable by Client as specified in **Schedule 1 and Schedule 5**.

Fund means the Guild Retirement Fund.

Information means information regardless of form relating to or developed in connection with the Disclosing Party or its business including computer software, financial affairs, projections, forecasts, accounts, prospects, strategies, business processes and system functionality, business operations,

assets, liabilities, customers, personnel, formulae, contracts, technology, concepts, product and stock and sales information.

Insolvency means in relation to a body corporate, a liquidation or winding up, the appointment of a controller, administrator, receiver, manager or similar insolvency administrator to a party or any substantial part of its assets or the entering into a scheme or arrangement with creditors, or in relation to an individual, becoming bankrupt or entering into a scheme or arrangement with creditors or, in relation to a body corporate or an individual, the occurrence of any event that has a substantially similar effect to any of the above events.

Intellectual Property Rights or **IPR** means all rights in relation to any trade marks, copyright, data, patents, patentable inventions and designs, whether existing now or in the future and whether or not registered or registrable, and includes any rights subsisting in or relating to trade secrets and know how.

Licensing Period means the 5 year period in which the Program is licensed to the Client from the later of the Program Commencement Date or date of Acceptance

Loyalty, Rewards, Membership and Payments Software Platform means the operating digital platform developed by the Supplier, which controls and delivers the Program.

Mercer means Mercer (Australia) Pty Ltd ABN 32 005 315 917.

Ongoing Development Services means the services provided in accordance with clause 5.

PCI Standards means the PCI Data Security Standard and the PCI Payment Application Data Security Standard.

Products means the goods or services provided by Retail Partners through the Program to Client Members.

Program means the branded Loyalty, Rewards, Membership and Payment Software Platform and associated services specified in the Agreement, which is licensed and supplied to the Client.

Program Commencement Date means the date specified in **Schedule 5**, which outlines the date that the Term commences.

Program Terms and Conditions means the terms and conditions which form part of this Agreement and relate to the use of the Program by Client and the Client's Members, and which are specified in **Schedule 7**.

Receiving Party means a party who receives the Confidential Information from or on behalf of the Disclosing Party.

Rebate means the value payable to the Client, whether as Retail Rebate or Concierge Rebate, as specified in **Schedule 5**.

Retail Partner means the issuer of offers, Products or Rewards, made available to the Supplier through the Program, for redemption by Client Members.

Reward means Store Cards, Products or any other services, which can be redeemed by Client Member as part of the Program.

Requirements means the requirements for the Program set out in **Schedule 2**.

Service Levels means the service levels set out in the Service Level Agreement in Schedule 9.

Statement of Work or **SOW** means a written order (including any attachments) agreed by Client and Supplier in writing for the provision of Services or delivery of the Deliverables (as relevant).

Store Cards means stored value cards, reward cards, gift cards or any other physical or digital cards issued by the Retail Partner, and supplied by the Supplier for the Program.

Term means the Development Period and the Licensing Period.

Testing Period means 15 June 2018 to 31 August 2018.

1.2 Interpretation

In this agreement, headings are inserted for convenience only and do not affect the interpretation of this agreement, and unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include the other genders;
- (c) if words or phrases are defined, their other grammatical forms have a corresponding meaning;
- (d) a reference to:
 - (i) a person includes an individual, a partnership, a body corporate, a joint venture, an association (whether incorporated or not), a government and a government authority or agency;
 - (ii) a party includes the party's executors, legal personal representatives, successors, transferees and assigns;
 - (iii) unless indicated otherwise, "\$" or dollars means Australian dollars and a reference to payment means payment in Australian dollars;
 - (iv) legislation includes any statutory modification or replacement and any subordinate or delegated legislation issued under that legislation; and
 - (v) a law includes any statute, regulation, by-law, scheme, determination, ordinance, rule or other statutory provision (whether Commonwealth, State or municipal); and
- (e) if the day on or by which something must be done is not a Business Day, that thing must be done on the next Business Day.

2. DEVELOPMENT SERVICES

2.1 During the Development Period the Supplier must provide the Client with the Development Services in accordance with Schedule 1.

2.2 During the Testing Period the Supplier must:

- (a) make the Program available to the Client for testing against the Requirements;
- (b) at the Client's written request, make the Program available to up to 50 Client Members;

- (c) at the Client's written request, make the Program available to up to a further 500 Client Members during the Testing Period; and
 - (d) provide all such advice, information and assistance required by the Client to conduct and complete the testing as contemplated by this Agreement.
- 2.3 During the Testing Period, the Supplier will permit the Client, Client Members nominated by the Client and representatives appointed by the Client to test the Program against the Requirements.
- 2.4 During the Testing Period, if, in the Client's reasonable opinion, the Program does not meet the Requirements, the Client will provide the Supplier with:
- (a) written notice why the Program cannot be accepted (**Rejection Notice**); and
 - (b) all necessary information and documentation in support of those reasons.
- 2.5 Upon receipt of the Rejection Notice, the Supplier must, within 10 Business Days and for no additional fee, remedy the defects identified in the Rejection Notice and modify the Program so that it meets the Requirements. The Supplier must notify the Client in writing when the Program meets the Requirements, at which point the Program shall be retested by the Client against the Requirements.
- 2.6 If, by the end of the Testing Period, the Client is of the reasonable opinion that the Requirements have not been satisfied, the Client will have the right, without prejudice to its other rights and remedies under this Agreement or at law, to:
- (a) extend the Testing Period for a further period of up to 60 days as specified by the Client in writing, during which time (for no additional fee) the Supplier must rectify the Program for retesting by the Client against the Requirements; or
 - (b) immediately on written notice terminate this Agreement.
- 2.7 If the Client believes that the Requirements have been satisfied, it will forward written confirmation of this to the Supplier (**Acceptance**).
- 2.8 The Supplier must make the Program available to all Client Members by the latter of 5 Business Days after Acceptance or the Program Commencement Date.

3. LICENCE RIGHTS

- 3.1 The Supplier grants to the Client a fully paid-up, non-exclusive, non-transferable license (except as permitted in this Agreement) for the Term, to allow the Client and its Client Members to access and use the Program as a service over the public internet, subject to the following conditions:
- (a) the Client must comply at all times with the terms and conditions of this Agreement;
 - (b) the Client shall use the Program in accordance with any Documentation provided by the Supplier in conjunction with the Program;
 - (c) the Client shall not reverse engineer, decompile, translate, disassemble or attempt to discover any source code or underlying ideas or algorithms of the Program or any other software forming part of the Program;
 - (d) the Client shall not create any derivative works based on the Program or any other software forming part of the Program;

- (e) other than making the Program available for use by its Client Members in accordance with this Agreement, the Client shall not transfer, sell, lease, lend, disclose, or use for service bureau purposes the Loyalty and Rewards Software Platform or any other software forming part of the Program;
 - (f) the Client shall not remove or modify any Program trade marks, markings or any other notice of the Supplier's proprietary rights on the Program and or any related Documentation; and
 - (g) the Client shall not access, scrape, copy, monitor or use any portion of the Program or any materials or other content on the Application by using any robot, "bot," spider, web crawler or other similar automatic device.
- 3.2 The Supplier agrees to grant a licence to the Program to individuals who are members of a superannuation fund to which the Client Provides services on terms consistent with this Agreement and the Program Terms and Conditions, on request from the Client. The Supplier acknowledges that the Client may charge fees for providing such individuals with access to the Program.
- 3.3 Except for the rights expressly granted in this Agreement or the applicable Program, the Supplier does not license or transfer to Client or Client Members any of the Supplier's technology or other Intellectual Property Rights.
- 3.4 Supplier reserves all rights not specifically granted in this Agreement.

4. Contact Centre

From the date on which Client Members are given access to the Platform and for the duration of the Term, the Supplier will:

- (a) provide inbound and outbound call services to assist and answer Client Member queries about the Program between the hours of 9 am and 5 pm, Melbourne time, Monday to Friday;
- (b) provide the ability to complete "warm" call transfers to and from the Mercer contact centre;
- (c) provide call recording on all inbound and outbound Client Member calls. All such recording will be encrypted at rest, securely stored and able to be retrieved securely for at least 7 years from the date of the call;
- (d) provide access to live calls and stored calls to the Client's employees or representatives on request;
- (e) provide staff at a management level to undertake call quality reviews at reasonable intervals as agreed between the parties, and coaching of call centre staff on a regular basis;
- (f) provide call overflow facilities to enable Client Members to leave recorded messages in peak call traffic within business hours;
- (g) provide facilities to allow Client Members to leave recorded messages outside of contact centre hours;
- (h) assign all inbound calls and outbound calls a call type (or wrap code);

- (i) provide the ability to complete customer satisfaction surveys after the completion of Client Member calls;
- (j) report to a person nominated by the Client, any complaints raised by Client Members within 2 business days; and
- (k) provide any other call centre functionality set out in the Requirements.

5. Ongoing Development Services

- (a) The Supplier may provide Ongoing Development Services to the Client from time to time on the terms and conditions contained in this Agreement and a Statement of Work. The precise scope of the Ongoing Development Services will be set out in a Statement of Work entered into by the Client and the Supplier under this Agreement.
- (b) The provisions of the Statement of Work will prevail to the extent of any inconsistency between any part of the Statement of Work and the provisions in this Agreement.
- (c) Any fees for Ongoing Development Services must comply with Schedule 3, unless otherwise agreed.

6. Obligations of Supplier

- 6.1 The Supplier shall provide the services under this Agreement in accordance with the Service Levels Agreement detailed at Schedule 10.
- 6.2 During the Term, in the provision of the Program to the Client, the Supplier shall provide the following services to the Client and Client Members:
 - (i) the Development Services;
 - (ii) secure access to a branded Program;
 - (iii) support and assistance in connection with the supply of the Program through access to a 1300 telephone number and an email address to be made available for Client Members' enquiries;
 - (iv) a dedicated relationship manager; and
 - (v) responding to Client enquiries in a reasonable timeframe for issues pertaining to the Program.
- 6.3 The Supplier shall pay Rebates to the Client as stipulated in **Schedule 5**.
- 6.4 The Supplier must:
 - (a) comply with all applicable laws;
 - (b) take all reasonable steps to ensure the security of the Website and the Software in line with industry standards;
 - (c) take all reasonable steps to ensure the Program will not cause the Client to contravene any of the terms of the Client's Registrable Superannuation Entities or Australian Financial Services Licenses;

- (d) ensure that the Program provides Client Members access to Retailer Partners and offers in accordance with Schedule 6;
- (e) ensure that appropriate process controls are in place to ensure Rebates are flowing correctly from Retail Partners to Client and Client Members;
- (f) make the results of its regular penetration testing available to the Client on request; and
- (g) advise the Client in writing of any Change in Control of the Supplier;
- (h) at all times hold any licences, permits and authorisations required to be held by it to perform its obligations under this Agreement.

6.5 The Supplier indemnifies and must keep indemnified the Client, its officers, employees and contractors, against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a party party basis) that may be brought against the Client or which Client may pay, sustain or incur as a direct or indirect result of any one or more of the following:

- (a) a breach of a third partys' Intellectual Property Rights by an act or omission of the Supplier; or
- (b) any damage to tangible property by an act or omission of the Supplier; or
- (c) any unlawful or fraudulent act or omission of the Supplier or any of its officers, employees, agents or contractors; or
- (d) any personal injury caused to a third party due to an act or omission of the Supplier; or
- (e) any breach or non-performance of this Agreement by the Supplier.
- (f)

7. Obligations of Client

7.1 During the period of this Agreement, the Client shall perform the following obligations:

- (a) Provide to the Supplier all relevant Member associated information that is necessary for the Supplier to identify the Client's Member in order to deliver and manage the Program in accordance with the provisions of this Agreement.
- (b) The Client shall use its best endeavours to ensure that:
 - (i) the Program Terms and Conditions are incorporated within the terms and conditions with their Client Members as part of the supply of the Program; and
 - (ii) the Client Members comply at all times with the Program Terms and Conditions.
- (c) The Client indemnifies the Supplier, for any loss, damage, claim, fees, chargeback, demand and expense suffered or incurred by the Supplier as a result of a breach of this Agreement, the Program Terms and Conditions by the Client, and for any fraudulent activity on the part of the Client, in relation to the Program.
- (d) The Client indemnifies the Supplier for any loss, damage, claim, or expense suffered or incurred by the Supplier arising or in relation to a breach of the Intellectual Property Rights

of the Supplier, Supplier's Retail Partners, or any third party, to the extent such loss, damage, claim or expense is caused or contributed to by a breach of this Agreement or the Program Terms and Conditions by the Client or by any fraudulent activity on the part of the Client in relation to the Program.

- (e) The Client must seek written approval and signoff, which shall not be unreasonably withheld or delayed by the Supplier, for any use of the Supplier's or the Supplier's Retail Partner logos, trade marks, offers or marketing material.
- (f) The Client shall be liable to the Supplier for any breaches of the terms of this Agreement by any of the Client's, personnel or contractors.
- (g) The Client must only make the Program available to Client Members who are members of the Fund.

8. TERM AND EXCLUSIVITY

- 8.1 This Agreement commences on the date that it is signed by the parties ("**Effective Date**") and shall continue until expiry or termination in accordance with the terms of this Agreement.
- 8.2 Unless otherwise agreed by the Parties, this Agreement shall expire 5 years from the date of Acceptance.
- 8.3 The Client agrees that the Supplier is the exclusive provider of a Loyalty, Rewards, Membership and Payments Software Platform for the Client and the Client Members for the Term of the Agreement, except as otherwise agreed by the parties.
- 8.4 The Supplier agrees that it will not, without the Client's prior written consent, provide a service that provides for retail rebates to be paid into a superannuation fund, to any other superannuation fund or other person conducting a business in competition with the Client at any time at any time before 1 March 2019. The Client may withhold its consent in its absolute discretion.

9. FEES AND PAYMENTS

- 9.1 The Client agrees to pay the Fees and any outstanding monies by Direct Bank Deposit within 30 days from the date of invoice supplied by the Supplier.
- 9.2 The Client acknowledges and agrees that any mailing costs associated with delivering Store Cards or Products from Supplier to Client or Client Members, shall be borne by Client Members, and stipulated to Client Members at time of online checkout from the Program website or application or upon receipt of an issued invoice by the Supplier.
- 9.3 The Supplier has the right to temporarily disable or suspend the Program if the Client fails to pay any Fees or settle any outstanding monies that are owed to the Supplier in accordance with this Agreement.
- 9.4 If at the conclusion of the first 3 years of the Licensing Period, it is determined in the Client's reasonable opinion that the payment of further Fees pursuant to clauses 1- 4 of Schedule 5, by the Client will not be in the best interests of the Client's members as a whole; further payments pursuant to this Agreement will be in accordance with clause 5 of Schedule 5.

9.5

10. ACCESS, INSPECTION AND AUDIT

- 10.1 The Supplier must, subject to the confidentiality of its other clients and its proprietary information, upon the reasonable written request of the Client and within a time and at a place specified in the request that is reasonable in the circumstances, provide the Client with any documents or information in the possession of the Supplier relating to the services provided under this Agreement and to Client Members.
- 10.2 Subject to any legal or regulatory requirements and any reasonable confidentiality undertakings, the Supplier must, on the reasonable written request of the Client and at a time that is reasonable in the circumstances, allow the Client access to the premises of the Supplier and access to any of the books, records, property and affairs of the Supplier relating to its obligations under this Agreement, concerning Client Members, including in relation to its internal risk management strategies (except those which the Supplier, acting reasonably, determines are related to matters other than its obligations under this Agreement).
- 10.3** The Supplier must, on the written request of the Client, make all documents and information available to a person appointed by the Client to audit the Supplier's performance of the services and its other obligations under this Agreement in respect of the Program.
- 10.4 The Supplier must reasonably cooperate with the Client and any appointed auditor in connection with any access or visit conducted under this clause 10.
- 10.5 If the result of an audit under the clause 10 reveals any anomalies or inaccuracies in the provision of the services, the Supplier must:
- (a) prepare and provide the Client with an action plan and timetable to address any findings set out in an audit report that pertains to the provision of the services;
 - (b) rectify such anomalies or breaches in accordance with the action plan and timetable; and
 - (c) make the reasonably necessary changes to any of its practices and procedures identified in the audit report for the Supplier to perform the services and otherwise to remain in compliance with this Agreement.
- 10.6 The Supplier is not responsible for the costs of an audit conducted at the request of the Client unless:
- (a) such audit by the Client identifies a material breach by the Supplier which has not been remedied within 30 days and
 - (b) the Supplier was aware, or reasonably ought to have been aware of the breach; and
 - (c) the Supplier had not notified the Client of the breach in writing prior to the audit and provided the Client with reasonable details about the breach.

11. INTELLECTUAL PROPERTY

- 11.1 Supplier shall own or be the licensor of the Intellectual Property Rights comprised in or relating to the Program including but not limited to the Program, the Documentation and any proprietary materials supplied, with the exception of the Client Intellectual Property.
- 11.2 The Client shall own or be the licensor of the Intellectual Property Rights comprised in or relating to the Client Intellectual Property. Each party will do all that is required to vest or transfer ownership of such Intellectual Property Rights upon creation to the Client, including executing, or procuring execution of, such assignment or novation agreements and any other documents as may be reasonably necessary to achieve the objectives of this clause 11.1. The Client grants

to the Supplier a fully paid-up, perpetual, non-exclusive, transferable licence to allow the Supplier to access, use and modify the Client Intellectual Property, solely for the purposes of this Agreement.

- 11.3 The Supplier indemnifies the Client in respect of any breach of Intellectual Property Rights of any third party in relation to the use of the Program that gives rise to a claim against the Client provided that:
- (a) the Client notifies the Supplier within five (5) Business Days of the Client becoming notified in writing of such a claim;
 - (b) the Client provides all reasonable assistance to the Supplier, at the Supplier's cost, in the defence or settlement of the claim; and
 - (c) the Client or Client Members have complied with this Agreement in connection with the use of the Program.
- 11.4 The Supplier owns all Intellectual Property Rights hereunder including but not limited to any Program developments, software or any other outputs modified or created in the provision of the Program for the Client and Client Members (but excluding the Client Intellectual Property). If necessary, the Client will do all that is required to vest or transfer ownership of such Intellectual Property Rights upon creation to the Supplier including executing, or procuring execution of, such assignment or novation agreements and any other documents as may be reasonably necessary to achieve the objectives of this clause 11.4.
- 11.5 Except as otherwise expressly provided in this Agreement, neither party shall use the name, logo, business name, trade mark or any other Intellectual Property Rights of the other party in any manner without its prior written consent.

12. WARRANTIES

- 12.1 Each party warrants to the other that:
- (a) it has full corporate authority or statutory power, as the case may be, and lawful authority, to execute and deliver this Agreement and to perform or cause to be performed its obligations under this Agreement;
 - (b) this Agreement constitutes a full and binding legal obligation upon it;
 - (c) this Agreement does not conflict with, or result in the breach of or default under, any agreement or Agreement or any writ order or injunction, rule, judgment, law, or regulation to which it is a party or is subject or by which it is bound;
 - (d) to the best of its knowledge and belief, there are no actions claims proceedings or investigations pending or threatened against it, which may have a material effect upon the subject matter of this Agreement; and
 - (e) it has sufficient human and other resources to fulfil its obligations under this agreement.
- 12.2 The Supplier warrants that the Program will;
- (a) not infringe the Intellectual Property Rights of any other person and that the Supplier (either itself or, as a result of this Agreement) owns or licences all Intellectual Property Rights in connection with the Program (with the exception of the Client Intellectual Property);

- (b) be delivered in accordance with best industry practice;
- (c) materially comply with the Documentation and the Requirements; and
- (d) comply with the PCI Standards (as applicable).

12.3 The Supplier makes no representations or warranties and shall in no way be liable whatsoever in relation to any third party products, Store Cards or other Rewards supplied to the Client or Client Members under the Program.

13. REPORTS AND RECORDS

13.1 The Supplier must provide the Client with the reports specified in Schedule 4 and must take reasonable steps to ensure that those reports are complete and accurate in all material respects to the extent the necessary information is within the reasonable control of the Supplier.

13.2 The Supplier must properly gather, collate and maintain adequate and proper books, accounts, records, data and reports relating to the Program as required by and, in accordance with, generally accepted accounting principles and the relevant law, to enable it to properly perform its obligations under this Agreement.

13.3 All such books, accounts, records, data and reports are to:

- (a) comply with any statutory and audit requirements applicable to the Supplier;
- (b) enable the reports by the Supplier to be prepared in accordance with Schedule 4; and
- (c) clearly distinguish the transactions undertaken by the Supplier in relation to the Program and each Client Member from transactions undertaken in relation to other Client Members or for other clients under any other agreement.

14. BUSINESS CONTINUITY AND DISASTER RECOVERY

14.1 Data and back-up

The Supplier will:

- (a) advise the Client of the physical location at which the Data is stored;
- (b) ensure all Data is separately identifiable to any other data or information of the Supplier or third parties; and
- (c) perform a backup of the Data and all software used by the Supplier to provide the Program under this Agreement, at least once each day consisting of a full-backup of the Data.

14.2 Business Continuity Plan

The Supplier must at all times have and maintain a documented business continuity plan (“**Business Continuity Plan**”) that complies with the relevant law. The Business Continuity Plan may be in the same document or in separate documents. The Business Continuity Plan must:

- (a) specify how the Supplier will respond to problems or events (whether incurring internally or externally) which may cause destruction or loss of data, equipment, software, facilities,

materials or assets or any interruption or disruption of the Program, so that there is no or minimal disruption to the Program;

- (b) specify how the Supplier will test the measures set out in the Business Continuity Plan;
- (c) specify the backup procedures of the Supplier (including the procedures relating to both software and data);
- (d) reflect best industry practice in relation to the planned continued provision of the Program to the Client and Client Members where there is a Disaster Recovery Event; and
- (e) enable the back-up server to be utilised immediately following a Disaster Recovery Event.

14.3 Update plan

The Supplier must ensure at all times that the Business Continuity Plan is up-to-date and reflects the current services provided under this Agreement.

14.4 Provision of information regarding the Business Continuity Plan

The Supplier must promptly provide the Client with information reasonably requested by the Client for the purpose of the Client satisfying itself as to the adequacy of the Client's Business Continuity Plan, and to consider any dependencies between the Client's Business Continuity Plan and the Client's own business continuity plan.

14.5 Test plan

- (a) The Supplier must review and test the Business Continuity Plan at least annually from the date of this Agreement (and more frequently if there are material changes to the Supplier's business operations or the relevant law otherwise requires).
- (b) The Supplier will provide the Client with a certificate as soon as practicable after such testing which indicates the results of the testing (including any changes to the Business Continuity Plan), if there were any problems or difficulties identified by such testing and the steps and measures being taken to rectify such problems or difficulties.

14.6 Disaster Recovery Event

- (a) On the occurrence of a Disaster Recovery Event, the Supplier must:
 - (i) notify the Client immediately and no later than 30 minutes after the Disaster Recovery Event begins.
 - (ii) As soon as possible and no later than 12 hours after notification, explain in writing the nature of the disruption, the likely effect of the disruption, the action being taken in respect of that disruption, and timeframe for returning to the normal provision of services;
 - (iii) implement the Business Continuity Plan;
 - (iv) appropriately notify Supplier website users of the disruption; and
 - (v) provide the Client with hourly rectification updates following the provision of a notice under this clause until the Disaster Recovery Event has been resolved.

- (b) The Supplier must, in consultation with the Client, take all reasonable steps to resolve the Disaster Recovery Event and restore normal service operations as soon as possible.

15. CONFIDENTIALITY

15.1 Each Party must:

- (a) not disclose or use any Confidential Information received from the other Party pursuant to this Agreement except as set out herein;
- (b) only disclose Confidential Information;
 - (i) to an Authorised Person where the Authorised Person has a need to know and after the Receiving Party has made the Authorised Person fully aware of the confidential nature of the Confidential Information;
 - (ii) with the prior written consent of the Disclosing Party;
 - (iii) as contemplated in this Agreement for the purpose of supply of services or other Intellectual Property Rights by the Supplier; or
 - (iv) as required by law, provided that the Receiving Party must give the Disclosing Party reasonable prior notice of the proposed disclosure.

15.2 The confidentiality obligations in this clause shall not apply to any information which:

- (a) becomes generally known to the public, other than by reason of any wilful or negligent act or omission of the Receiving Party;
- (b) is at the time of disclosure, legally in the possession of the Receiving Party without any obligation of confidentiality; or
- (c) is required to be disclosed pursuant to any applicable court, governmental orders or other legal requirement or legal process.

15.3 The parties acknowledge that the concept of a loyalty program which enables rewards to be credited to a person's superannuation balance constitutes Confidential Information disclosed by the Client to the Supplier, for the purposes of this Agreement.

16. PRIVACY

16.1 Each party will meet their respective obligations under the *Privacy Act 1988 (Cth)* ("Privacy Act"), as amended, in respect of any Personal Information that is provided to or accessed by the party in connection with the party's performance of the Agreement. In this clause Personal Information has the same meaning as that given to it under the Privacy Act.

16.2 The Supplier will not provide Client Member Personal Information to third parties.

16.3 The Supplier will not use, and ensure that Retail Partners do not use, Client Member Personal Information in relation to direct marketing activities.

16.4 In addition to clause 16.1, the Supplier will manage any Personal Information it receives from the Client or Client Members in accordance with:

- (a) the Supplier's Privacy Policy set out in Schedule 4 and as amended from time to time;

- (b) The PCI Data Security Standard;
- (c) The PCI Payment Application Data Security Standard; and
- (d) The Supplier will provide the Client with an annual certification of their compliance with 16.4(a) to (c).

16.5 Each party must also:

- (a) except as required by law, only process, use or disclose Personal Information obtained from the other party in the course of this Agreement as required for the purpose of fulfilling its specific functions, activities and obligations under this Agreement;
- (b) take reasonable steps to protect the Personal Information obtained from the other party in connection with the Agreement from misuse and loss and from unauthorised access, modification or disclosure; and
- (c) comply with all reasonable direction of the other party in relation to Personal Information obtained from that other party.

16.6 Each party must immediately notify the other party if in relation to Personal Information obtained from that other party: (i) it knows of or suspects unauthorised use or disclosure of such Personal Information; or (ii) it becomes aware of any complaint in respect of such Personal Information.

16.7 Each party will provide all reasonable assistance to the other in relation to any complaint, investigation or enquiry relating to the treatment of Personal Information under this Agreement.

16.8 Subject to retaining such copies of information as required by law, or in the case of the Supplier for the purpose of the provision of services to Client Members, each party will, upon completion of its obligations under this Agreement and as directed by the other party:

- (a) return to the other party, all copies of the Personal Information or any record of the Personal Information obtained from that party and held in connection with performance of the Agreement; or
- (b) destroy the Personal Information (and any copies thereof) and any record of the Personal Information obtained from that party and held in connection with performance of the Agreement,

to the extent reasonably practicable.

17. NON SOLICITATION OF PERSONNEL

17.1 During the Term and for a period of 12 months following the termination or expiry of this Agreement, neither party may:

- (a) directly or indirectly solicit for employment, employ, engage the services or otherwise contract any of the other party's personnel who have been engaged in connection with the provision of the Program or the Services; or
- (b) induce or encourage any of the other party's personnel to end their employment contract, other contractor agreement or other similar contractual relationship with the other party.

17.2 In the event that either party breaches clause 17.1 that party shall be liable to pay an amount equal to one hundred percent (100%) of the annual base compensation of the personnel in his/her new position to the other party.

18. LIABILITY

18.1 The Supplier expressly excludes all liability to the Client for Consequential Loss arising out of or in connection with this agreement. Consequential Loss in this clause 18.1 includes (without limitation):

- (a) indirect loss;
- (b) loss of revenues;
- (c) loss of reputation;
- (d) loss of profits;
- (e) loss of actual or anticipated savings;
- (f) loss of bargain; or
- (g) lost opportunities, including opportunities to enter into arrangements with third parties.

This clause applies even if the Supplier knew or ought to have known that it was possible or foreseeable that such Consequential Loss would be incurred.

18.2 The Supplier shall have no liability or responsibility for Products, hardware, software or services supplied to the Client or Client Members by Retail Partners or other third parties.

19. ACKNOWLEDGEMENTS

19.1 The Client acknowledges that:

- (a) to the extent that the Supplier has provided to the Client any representation, description, illustration, specification or judgment in writing, the Client has been provided with an opportunity to independently verify the accuracy of that written representation, description, illustration, specification or judgment;
- (b) it has satisfied itself of the suitability of the Program for the Client's purposes; and
- (c) the Rewards provided are governed by the Retail Partners' terms and conditions, which are subject to change at Retail Partners' sole discretion.

19.2 The Supplier acknowledges that:

- (a) the Client enters into this Agreement in its capacity as trustee of the Fund and not in any other capacity; and
- (b) except where the Client has lost its right of indemnity from the Fund as a result of the Client's breach of trust, breach of duty, negligence or fraud:

- (i) the Client is not required (despite any other clause to the contrary) to pay to or satisfy any obligation of the Client to the Supplier under this Agreement (or in any way connected with any related representation, warranty, conduct, act, omission, agreement or transaction) unless the Client is entitled to the amount, and does receive the amount or pay the amount out of the assets of the Fund in the exercise of its right of indemnity against the assets of the Fund;
- (ii) the Supplier waives all rights and releases the Client from all other liability (including, but not limited to, personal liability); and
- (iii) the Client has no obligation to meet any liability under this Agreement out of any assets held by the Client in its own right nor in any circumstances out of assets held in any other capacity.

20. SUSPENSION AND TERMINATION

- 20.1 Supplier may at its discretion, suspend the Program in the case of a material breach of any term of this Agreement and/or a material breach of the Program Terms and Conditions by the Client, and such suspension may be for the period of such breach. This suspension in no way ceases any obligation of the Client under this Agreement.
- 20.2 Supplier may at its discretion, suspend a Client Member's access to the Program in the case of a material breach of the Program Terms and Conditions by the Client Member, and such suspension may be for the period of such breach. This suspension in no way ceases any obligation of the Client or the Supplier under this Agreement.
- 20.3 Client may terminate this Agreement immediately by notice in writing to the Supplier in the following circumstances:
- (a) if at any time the Client is informed by the Australian Prudential Regulation Authority (**APRA**) that APRA has determined that the continuation of the program is:
 - (i) not consistent with the sole purpose test under section 62 of the Superannuation Industry (Supervision) Act 1993 (Cth); or
 - (ii) in breach of the Client's requirements to act in the best interest of the Client's members or to act fairly in dealing with its members pursuant to section 52 of the Superannuation Industry (Supervision) Act 1993 (Cth).
 - (b) In the circumstances described above at (a), the Client will use its best endeavours to ensure that APRA does not determine that the Program is:
 - (i) not consistent with the sole purpose test under section 62 of the Superannuation Industry (Supervision) Act 1993 (Cth); or
 - (ii) in breach of the Client's requirements to act in the best interest of the Client's members or to act fairly in dealing with its members pursuant to section 52 of the Superannuation Industry (Supervision) Act 1993 (Cth).
- 20.4 If the client terminates this Agreement under clause 20.3, any fees paid to the Supplier at that time, are not refundable.

- 20.5 A party may terminate this Agreement immediately by notice in writing to the other Party upon the occurrence of any of the following events (“Termination Event”):
- (a) any material breach by a party of its obligations under this Agreement and failure by such party to remedy the breach within thirty (30) days of date of notice of breach issued by the non-defaulting party;
 - (b) Insolvency of the other party.
- 20.6 On any termination of this Agreement by any party, both parties agree to co-operate in winding down the Program or transition to an alternative provider and the measures put in place pursuant to this Agreement. For the avoidance of doubt, Supplier agrees that notwithstanding any termination of this Agreement, Supplier must continue to provide to Client or any Client Members, the Program, until the term of the respective Client Member's membership expires, for a maximum of 12 months, unless the reason for termination is subject to the Client's or a Client Member's breach under clause 20.2 or 20.1.
- 20.7 Notwithstanding the provision of clause 20.5 upon termination of the Agreement by the Client pursuant to clauses 20.3 or 20.4, the Client is not liable to pay further annual Fees or Contact Centre Fees.
- 20.8 The termination of this Agreement does not affect any transaction properly entered into by a Client Member prior to termination. The Supplier will ensure that any funds held on behalf of Client Members are transferred to Mercer.
- 20.9 Upon termination of this Agreement, the Parties are released from any further obligation to continue to perform this Agreement, except for the following clauses, which shall survive termination, clauses 3, 7.1(c), 7.1(e), 7.1(f), 11, 12, 15, 16, 17, 17, 18, 19 and 21.

21. DISPUTE RESOLUTION

- 21.1 If a dispute arises out of or relates to this agreement, except where the party seeks urgent interim, injunctive or interlocutory relief, a party may not commence any court, tribunal or other similar proceedings relating to the dispute unless it has complied with this clause.
- 21.2 If either party believes that a dispute has arisen it must provide a written notice to the other party setting out full details of the dispute (“Dispute Notice”).
- 21.3 There will be a period of 15 Business Days from the service of a Dispute Notice during which the Client Relationship Manager and the Supplier Relationship Manager must endeavour to resolve the dispute within 10 Business Days of the date of the Dispute Notice.
- 21.4 If, following the expiry of the period specified in clause 21.3 no written agreement has been reached regarding the matters set out in the Dispute Notice, either party may, by written notice to the other party, escalate the dispute to the persons named herein;
- (a) First Escalation Point – Senior Manager Level
 - (b) Second Escalation Point – Managing Director Level

If an escalation notice is provided under this clause 21.4, there will be a period of 15 Business Days from the service of the notice during which time the parties must participate in good faith

negotiations to attempt to reach a written agreement regarding the dispute detailed in the Dispute Notice.

- 21.5 If, following the expiry of the period described in clause 21.4, no written agreement has been reached regarding the matters set out in the Dispute Notice, either party may submit the dispute for mediation pursuant to 21.6.
- 21.6 Any dispute submitted for mediation under this clause 21 will be conducted in accordance with the Resolution Institute Mediation Rules. The terms of the Resolution Institute Mediation Rules are incorporated into this agreement. The parties may agree on the identity of the mediator appointed to mediate a dispute, provided that where the parties are unable to agree on the identity of the mediator within five Business Days of the dispute being submitted for mediation, either party may request that the Resolution Institute appoint a mediator.
- 21.7 If a dispute referred to mediation under clauses 21.5 or 21.6 is not resolved within 30 days after the mediator was appointed or any further time period agreed by the parties in writing, the dispute resolution process under this clause 21 will be terminated and either party may commence legal proceedings in respect of the dispute.

22. FORCE MAJEURE

Neither Party shall be liable for any delay in performing or failure to perform its obligations hereunder where such delay or failure is due to any cause or circumstance beyond its control including any natural hazards and/or disasters, acts of God, acts of governmental authorities, governmental regulations, labour unrest, riot, civil commotion, fire, flood, war, acts of foreign enemies and acts of terrorism. The affected Party shall, for the duration of such event, be relieved of any obligation under this Agreement, which is affected by such event.

23. USE OF SUBCONTRACTORS

23.1 Supplier's right to subcontract

Nothing in this Agreement prevents Supplier from subcontracting the performance of any part of the Services. Supplier will remain fully responsible for the performance of the Services subcontracted to a third party and will remain liable for the actions and omissions of the third party to whom Services have been sub-contracted.

23.2 Client to approve offshoring

Any future proposal by Supplier to sub-contract any part of the Services required to be provided under this Agreement (including data storage) to a provider outside Australia ("Off Shore Service Provider") must be approved by Client prior to Supplier's entry into the relevant contract. Supplier will remain fully responsible for the performance of the services that have been sub-contracted under this clause. Supplier will ensure that any contract or Agreement between it and the Off Shore Service Provider includes an indemnity from the Off Shore Service Provider for the provision of the relevant services.

24. GENERAL

24.1 If a provision of this Agreement is invalid or unenforceable in a jurisdiction:

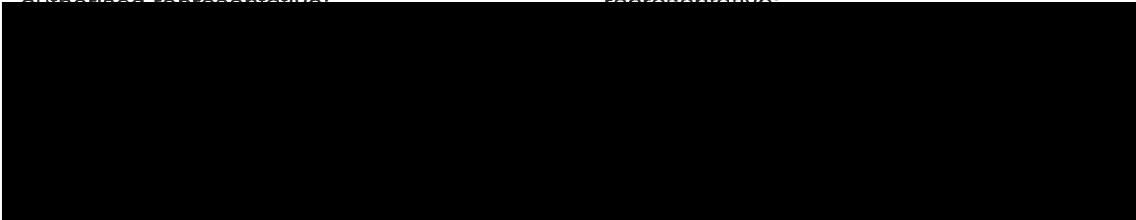
- (a) it is read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and

- (b) it does not affect the validity or enforceability of: (i) that provision in another jurisdiction; or (ii) the remaining provisions.
- 24.2 A waiver of a provision or of a right arising under this Agreement must be given in writing signed by the party or an authorised officer of the party granting the waiver. Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.
- 24.3 A party is not liable for any loss, cost or expense of another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 24.4 The parties do not intend to create, and this Agreement does not constitute, a partnership, agency, trust or other arrangement and this Agreement is not to be construed as creating a joint venture. Neither party has the authority to act for, or incur any obligation on behalf of, the other party.
- 24.5 This Agreement may be amended only by a written document signed by all parties.
- 24.6 Each party must, at its own expense, whenever requested by another party, promptly do or cause to be done everything reasonably necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.
- 24.7 A party must not assign, create an interest in or deal in any other way with any of its rights under this Agreement without the prior written consent of the other party.
- 24.8 This Agreement is governed by and is to be construed under the laws of Victoria, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Victoria and waives any claim or objection based on absence of jurisdiction or inconvenient forum.
- 24.9 Words and expressions which are not defined in this document but which have a defined meaning in the *A New Tax System (Product and Services Tax) Act 1999 (Cth)* and other similar or related act, regulations, or rulings (:GST Laws:) have the same meaning as in the GST Laws. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under these terms are exclusive of GST. If a supply made pursuant to this document is a taxable supply, the recipient must pay on demand to the supplier any GST payable on that supply in addition to any other amount that may be payable by the recipient to the supplier for that supply pursuant to this document, provided that the supplier provides to the recipient a valid tax invoice in the form prescribed by the GST Laws.
- 24.10 In addition to any other means of giving notice, any notice will be taken to have been given if it is in writing and signed by or on behalf of the party giving the notice and either delivered or sent by ordinary pre-paid post to the other party at the address set out in this document or such other address as the other party may have advised in writing, or by email sent to the relevant email address (as the case may be) as the other party may have advised in writing. A notice will be taken to have been given at the time of delivery or on the second business Day following the date of posting (whether actually received or not). If service is effected by email, if it is received by the recipient's email server before 5.00pm on a business day, at the time of delivery, or otherwise at 9.00am on the next following business day.

Executed as an Agreement:

EXECUTED by Supplier by its duly
authorized representative:

EXECUTED by Client by its duly authorized
representative:



Signature of authorised person

Signature of authorised person

MANAGING DIRECTOR

R.M. GUILD TRUSTEE SERVICES

Office held

Office held

ANDREW LAUDON

GREG EVERETT

Name of authorised person (print)

Name of authorised person (print)

7/6/18

1/6/18

Date

Date

SCHEDULE 1 – DEVELOPMENT SERVICES

1. Project Objectives

- 1.1 The Client wishes to provide a rewards program to members of its superannuation funds in which financial rewards are directed to the superannuation account of the member. The Client intends to use the availability of this program as a key component in a marketing effort to increase members' engagement with superannuation, increase member superannuation balances, improve member retention rates and attract new members.
- 1.2 The Client wishes to be the first to market with this concept and aims to deliver a working program to the first group of live members by the end of June 2018. The Client expects to continually improve the program based on member feedback, with a release to a wider group of members in July 2018 and a release to all members in August 2018.
- 1.3 The scope of the Development Services is the development of the rewards platform and release to the first group of live members.
- 1.4 Note that in parallel, the Client is upgrading the digital experience for its members. An objective of this project is to ensure the rewards platform can be incorporated into the upgraded digital experience as seamlessly as possible.

2. Development Services Details

General								
1.	Description of Development Services	The Supplier will develop the Program for the Client to meet the Requirements.						
2.	Requirements	The Program must meet the Requirements specified in Schedule 2.						
3.	Reports to be provided by the Supplier	<p>A weekly update of progress to be provided to the Guild Project Manager until deliverables and all outstanding defects are accepted by Guild.</p> <p>Weekly update to consist of:</p> <ul style="list-style-type: none"> a Summary of works outstanding b Estimated time to complete c Summary of any issues impeding or preventing progress 						
4.	Deliverables	<p>The Supplier must provide the Deliverables in accordance with the following.</p> <table border="1" data-bbox="459 1758 1453 1937"> <thead> <tr> <th>Milestone</th> <th>Date</th> <th>Deliverable</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>•</td> </tr> </tbody> </table>	Milestone	Date	Deliverable			•
Milestone	Date	Deliverable						
		•						

	Initial platform	17 May 2018	<ul style="list-style-type: none"> • Loyalty Corp unit, function and system testing results • Initial platform released for Acceptance Testing
	Acceptance and Stage 1 Release	12 June 2018	<ul style="list-style-type: none"> • Updated platform which meets Acceptance Criteria
5.	Acceptance Criteria	<p>The Program will meet the Acceptance Criteria where there are:</p> <ul style="list-style-type: none"> • No Critical defects (as defined in the Service Levels); • No High rated defects (as defined in the Service Levels); and • A maximum of 3 Medium level defects (as defined in the Service Levels), for which Loyalty Corp has proposed resolution timeframes for all outstanding defects and enhancements which GTS has accepted . [REDACTED] 	
6.	Payment Schedule	The Client has paid [REDACTED] the Supplier for the Development Services.	
7.	Development Fees	[REDACTED]	

SCHEDULE 2 – REQUIREMENTS

GTS LC Platform Business Requirements

Project Name:	Project Adele
Business Unit:	Strategy & New Markets
Sponsor/Owner:	Todd Johnson
Prepared by:	Gemma O'Connor
Date Submitted:	18/05/2018
Approved by:	

Date Issued:
Version: 1.5
Document Status: Final

1. Document Control

1.1 Version Control

Version	Date	Author	Nature of Amendment
0.01	05/01/2018	Gemma O'Connor	Initial draft of document
0.02	10/01/2018	Gemma O'Connor	Updated post internal feedback
0.03	07/03/2018	Gemma O'Connor	Updated post requirements workshops
0.04	07/03/2018	Gemma O'Connor	Updated post internal workshop
0.05	26/03/2018	Gemma O'Connor	Updated post discussion with Loyalty Corp
0.06	04/04/2018	Gemma O'Connor	Updated post workshop with Operations team
0.07	16/04/2018	Gemma O'Connor	Updated post internal and external feedback
1.0	17/04/2018	Gemma O'Connor	Distributed for sign off
1.1	20/04/2018	Gemma O'Connor	Updated post feedback from LC
1.2	30/04/2018	Gemma O'Connor	Updated post feedback from LC
1.3	11/05/2018	Gemma O'Connor	Updated with additional agreed requirements
1.4	11/05/2018	Gemma O'Connor	Removed requirement for direct debit for dollar threshold amount
1.5	18/05/2018	Gemma O'Connor	Updated post feedback from LC

1.2 Document Authorisation

Name	Position	Sign-off	Review	Date
Greg Everett	General Manager		X	
Todd Johnson	Head of Strategy & New Markets	X		
Alison McIvor	Head of Projects		X	
Nicole Carnovale	Employer and Services Manager Member	X		
Steve Thakur	Product Manager		X	
Gemma O'Connor	Business Analyst		X	
Nathan Miller	Technology Solutions Architecture Lead		X	
Ivan Zaman	Digital Delivery Lead		X	
Rick Beizen	Solution Design Consultant	X		
Brett Styles	Solution Development Consultant		X	
Farooq Ahsan	Business Reporting Manager		X	
Hank Nguyen	Salesforce PractiFi Manager		X	
David Gibbons	Protiviti Project Manager		X	

Jessica Pomeroy	Change Management Project Manager		X	
Sohan Power	Protiviti Manager		X	
Paul Johnstone	Director, Folio1		X	
Pavel Zagaria	LC CTO	X		
Mary Gregov	LC Sales Manager	X		

1.3 Referenced documents

Document	Version	Why referenced	Source / location
Cultivate RFI response – Loyalty Corp	Nov 2017	Illustrates potential options for member journey	G:\Strategy New Markets\RFIs\Cultivate\Responses from vendors\Project Adele Submission - Guild Super.pdf

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2. Background

Guild Trustee Services (GTS) is a trustee for the Guild Retirement Fund (GRF), which currently consists of three (3) products: GuildSuper, Childcare Super and Guild Pension.

GRF has been in operation for approximately 15 years providing superannuation services to members, employers and the self-employed in the childcare and pharmaceutical industries.

The fund membership is 86% female, with most new members joining the fund via the default option. These employees tend to be low paid young women, have little to no interaction with the superannuation fund, and have a lower than average balance. The retention rate for new members who join the fund is 10% which has resulted in low member growth and limited FUM growth. The employers of these members tend to be time poor, have limited superannuation knowledge, and find it difficult to keep up with superannuation changes, resulting in them not having the skills to help their employees make the most of their superannuation.

In addition, GTS has found that an increasing number of its members are becoming self-employed. Again, these self-employed members are time poor, have limited superannuation knowledge, and find it difficult to keep up with superannuation changes, resulting in many of them not making any superannuation contributions.

Further challenges of our customers are detailed in the slides below and additional member personas can be found in Appendix 2.

Project Adele aims to resolve these challenges by increasing engagement with, and education of, our customers by creating easy, efficient and seamless customer journeys, by pre-empting customer needs and in turn by creating an emotional connection with our customer base.

2.1 GTS Customer Challenges

Solving problems for 1 member

CLAIRE


Childcare worker

Aged 34

Married with 1 child

Super balance: \$14,046

Projected balance at age 67 is \$128,000, equivalent to \$48,000 in today's terms



Problems Claire may face as a member

- Age 34, Account Balance is 10k under the average balance for members her age
- Greater than a 50% chance she will take 4+ years out of the workforce to care for children or relatives
- Will change jobs 12 times
- 52% chance of divorce
- 39% chance of retiring with a mortgage
- 44% chance she won't have savings outside of Super. If she does, there is a 57% chance it will be less than 50K
- 80% chance she will die without a legal Will
- If Claire changes super funds, 66% chance she will compare Child Care Super with other funds

Figure 1: Member challenges

Solving problems for 1 employer

CYNTHIA

Co-Founder/General Manager

Rose Nowers ELC WA

11 employees (8 f/t & 3 p/t)

Employer Portal user



ROSE NOWERS
Early Learning Centre

Problems Cynthia faces as an employer

- Finding and retaining staff
- Maintaining positive cash flow
- Paying super & staff administration
- Super not part of Employee Value Proposition
- Hard keeping up with changes in super
- Hasn't seen anyone from Child Care Super in over a year
- Has over 500 unopened emails in her inbox (13% chance of opening an email from CCS)
- Looking to save some through a provider of aggregated business insurance and super

Figure 2: Employer challenges

Solving problems for 1 self-employed member

SANDRA

Age 36

Self-employed Health Care practitioner

Super balance: \$29,357

Projected balance at age 67 is

.....

Problems Sandra faces from being self-employed

- Lack of knowledge how to join a super fund, how to make contributions, and how much to contribute
- Struggles to keep up with changes in super
- Maintaining positive cash flow is her focus, superannuation is not a priority
- Looking for a provider of aggregated superannuation and business services
- Sandra's balance is 16% lower than her male self-employed counterparts
- Sandra's balance is 39% lower than her female employed counterparts
- Sandra will retire with around half of the superannuation as her employed counterparts
- 23% of female self-employed workers have a nil super balance.
- 51 % of female self-employed workers have a balance less than 40k
- 53% of the Health Care and Social Assistance industry is self-employed

Figure 3: Self-employed challenges

3. Introduction to Project Adele

In creating an emotional connection and resolving the challenges faced by our customers Project Adele will increase net customer growth, increase member's superannuation balances, decrease attrition, and so also increase funds under management (FUM).

The Project aims to achieve these objectives via three strategic priorities:

1. **Advocate:** Create clear brand articulation and an emotional connection with customers via promotion of the fund through various channels. Establish the fund as an advocate for the empowerment of women and female led initiatives.
2. **Captivate:** Position the fund as the leading superannuation solution for employers, the self-employed, and for partnered associations through the provision of an efficient and seamless superannuation solution, and the provision of, and integration with, third party business service offerings.
3. **Cultivate:** **Cultivate strong relationships and loyalty with the membership through the provision of an efficient and seamless member solution and integration with a loyalty rewards shopping platform where, for every purchase made by a member on the platform, a contribution is submitted to the member's superannuation account**

3.1 Project Scope

This BRD details the business requirements for the loyalty rewards shopping platform within the Cultivate stream.

(a) In Scope

- Delivery of GTS loyalty rewards platform
- Integration between rewards platform and GTS
- Rewards platform account creation
- Rewards platform account deactivation

(b) Out of Scope

- Delivery of GTS registration landing page
- Delivery of GTS Member home portal
- Non- rewards platform integration

3.2 Assumptions

- LC can send GTS a data feed containing all required information for reporting in a regular and timely manner

3.3 Dependencies

- GTS Identity Provider must be in place pre-launch of the LC platform to enable the secure registration process for the LC solution

3.4 Constraints

- On initial launch of the LC platform, the member will be required to register or sign into the platform via a landing page within the current GuildSuper and Child Care Super public websites. In this BRD this requirement this is referred to as the Day 1 solution.

Day 2 solution will see the development of a GTS Member Home Portal from where the member can Single Sign on through to the LC platform and vice versa.

5. Business Requirements

The requirements in this document are prioritized as follows:

Value	Rating	Description
1	Must Have	Requirements labeled as <i>Must have</i> are critical to the delivery phase for the project to be a success
2	Should have	Requirements labeled as <i>Should have</i> are important but not necessary for delivery in the current delivery phase. While <i>Should have</i> requirements can be as important as <i>Must have</i> , they are often not as time-critical or there may be another way to satisfy the requirement, so that it can be held back until a future delivery phase.
3	Could have	Requirements labeled as <i>Could have</i> are desirable but not necessary, and could improve user experience or customer satisfaction for little development cost. These will typically be included if time and resources permit.
4	Would have	Requirements labeled as <i>Would have</i> have been agreed by stakeholders as the least-critical, lowest-payback items or not appropriate at that time. As a result, <i>Would have</i> requirements are not planned into the schedule for the next delivery phase.

5.1 Functional Requirements

Day 1 – availability LC platform without Member Portal. Members activate their account from the public website.
 Day 2 – availability of Member Portal. Members activate their account from within the member portal.

Req#	Priority	Description	Day 1 / Day 2
001	Must have	<p>Once a member has successfully completed the registration process and agreed to Ts&Cs on the GTS registration webpage an active member account to be created at LC and the following information to be passed from GTS to Loyalty Corp and saved in the LC database.</p> <ul style="list-style-type: none"> - Member number and Fund name - Member name - Member address - Member mobile phone number - Member email address - Member total superannuation balance (i.e. total Child Care Super or Guild Super balance) - Member total Rewards Platform contributions to date - TFN supplied flag (Y/N) <p>The below member details to display on the LC landing page:</p> <ul style="list-style-type: none"> - Member name - Member total superannuation balance (i.e. total Child Care Super or Guild Super balance) - The total amount of Rewards Platform contributions to date - The total amount of Pending Rewards Platform contributions earned in the current month <p>The below member details to display on member profile section of LC profile:</p> <ul style="list-style-type: none"> - Member name - Member address - Member mobile phone number - Member email address 	<p>Day 1 registration via a LC landing page built within the current public GTS website</p> <p>Day 2 registration via a landing page within the GTS Member Home portal</p>

Req#	Priority	Description	Day 1 / Day 2
005	Must have	<p>LC platform to display a link back to the GTS website Day 1.</p> <p>LC platform to display a link back to the GTS Member Home portal on Day 2.</p> <p>SSO to be enabled between the LC account and the GTS Member Home portal</p>	<p>Day 1, LC portal needs to display a link to the GTS website.</p> <p>Day 2, LC portal needs to display a link back to the Member Home Portal</p>
006	Must have	<p>LC to provide GTS with real time transaction data on an individual member basis. Transaction data to include but be not limited to:</p> <ul style="list-style-type: none"> Member Number and Fund Name Transaction value Transaction discount recorded as 'Pending Contributions' Transaction item description Transaction date & time stamp. 	Day 1
007	Must have	<p>Member Pending Contributions to cumulate until the last day of each month on the LC platform.</p> <p>For members where the TFN supplied flag = Y, LC to supply GTS a file on the 1st business day of the following month detailing all Pending Contributions earned up to the last day of the month for each member account.</p> <p>See sample file format in Appendix 1.</p> <p>GTS to reconcile this file to the transaction data saved in Salesforce. Once reconciled GTS to create a SAFF file and submit this to Mercer via the Employer Portal.</p> <p>For members who have not supplied their TFN their Pending Contributions to remain at LC until their TFN is provided.</p> <p>On provision of the TFN all contributions earned since the account creation to the last day of the month will be sent to Mercer in the SAFF file</p>	Day 1

Req#	Priority	Description	Day 1 / Day 2
		<ul style="list-style-type: none"> - TFN supplied flag (Y/N) <p>All the above fields to be read-only.</p>	
002	Must have	<p>Each time the member logs into the LC platform the latest member details to be pulled from GTS and LC database and displayed in the UI.</p> <p>Details to be:</p> <ul style="list-style-type: none"> - Member name (if different from last log-in) - Member address (if different from last log-in) - Member mobile phone number (if different from last log-in) - Member email address (if different from last log-in) - Member total superannuation balance (if different from last log-in) - TFN supplied flag (if different from last log-in) - Member total Rewards Platform Contributions to date (if different from last log-in) <i>An info icon to display next to this balance to explain to the member that it can take up to 3 days to process contributions at the start of the month.</i> - Balance of member Pending Rewards Platform Contributions earned since the last transfer to Mercer. <i>An info icon to display next to this balance to explain to the member that pending contributions are sent to the superannuation fund on the 1st business day of each month and it can take up to 3 days to process</i> 	Day 1
003	Must have	<p>The LC platform to display a graph to the member illustrating the member's Rewards Platforms contributions since their account creation.</p> <p>GTS to have the ability to update this graph with externally developed graphs in the future.</p>	Day 1 (Future changes to graphs will need to be scoped and priced with LC accordingly).
004	Must have	<p>Post registration members to have the ability to Single Sign On (SSO) from the GTS Member Home Portal to the LC platform.</p>	Day 2 requirement, SSO from Member Home portal to LC



Req#	Priority	Description	Day 1 / Day 2
008	Must have	<p>LC platform to enable a member to enter and save their delivery address if different from their personal address supplied by GTS</p> <p>LC platform to save the member's delivery address in the LC database and display both personal and delivery address on the member profile.</p> <p>Delivery address does not need to be sent back to GTS.</p>	Day 1
009	Must have	<p>LC standard platform notifications to be sent to the member email address on completion of the below actions:</p> <ol style="list-style-type: none"> 1. Registration confirmation email 2. Order purchase confirmation email 3. Product order delivery email 4. Monthly branded EDM (LC provides optional monthly branded EDM to Guild for distribution.) <p>Content of emails to be supplied by GTS for communication 1 to 3.</p>	Day 1
010	Must have	Naming conventions for reward platform features (i.e. eCard, Gift Card, eStore & Online Offers) to be configurable	Day 1
011	Must have	<p>Offering of reward platform features to be configurable, i.e. GTS to have the option to enable and disable features via request to Loyalty Corp, e.g. enable the eCard feature and disable the Gift Card feature.</p> <p>EStore feature to be disabled for initial launch with the option of switching this on later.</p>	Day 1 (Any amendments to the standard version of the eStore will need to be scoped/priced accordingly. LC require a minimum of 2 weeks noticed to turn any feature on/off.)
012	Must have	<p>LC to have the ability to display both the rewards platform name and logo, e.g. Rewards Super and the superannuation fund name and logo, i.e. GuildSuper brand or Child Care Super on each page of the platform.</p> <p>The superannuation fund name displayed to be dependent on the member's unique member ID</p>	Day 1
013	Must Have	LC to provide a call centre functionality for Rewards Platform member queries.	Day 1

Req#	Priority	Description	Day 1 / Day 2
0014	Must Have	Members to have the ability to transfer funds to their eWallet from their bank account via internet transfer as per existing functionality. No fee to be incurred by the member for internet banking transfers.	Day 1
0015	Must Have	Members to have the ability to link their bank account to the LC platform. The member must enter in their bank account details and agree to a direct debit form. Once the bank account is linked then the member to have the ability to direct debit funds from their bank account to the LC platform via a one-click process. If the member's bank account has insufficient funds a message to display on the UI detailing that their transfer was not successful. Bank transaction charges to be clearly detailed as <i>direct debit banking fee</i> on the UI for this direct debit.	Day 1
0016	Must Have	Members to have the ability to link their debit card or credit card to the platform to pay for purchases as per existing process. If the card details that the member enters are incorrect then an error message to display on the UI as per existing functionality. 3d Secure authentication to be enabled for card authentication if offered by card issuer.	Day 1
0017	Must have	The rewards platform name, e.g. Rewards Super to display on the member's bank account each time a LC withdrawal is made from the account (either via transfer to eWallet or debit/credit card purchase). Naming convention to be supplied by GTS.	Day 1
0018	Must have	LC platform to have the ability to distinguish and report on the following monies within the eWallet: Member transfers to their eWallet from their bank account for making purchases on the platform Online retailer's cash back discounts received Member pending savings pre-transfer to Mercer Only transfers from a member's bank account to display in the eWallet as available monies.	Day 1
0019	Must have	Members to have the ability to complete purchases on the platform using their eWallet. If the member does not have sufficient funds in their eWallet to complete the purchase, then the Proceed button to be greyed out and an option to top up the eWallet to display as per existing functionality.	Day 1

Req#	Priority	Description	Day 1 / Day 2
		Members to have the ability to complete purchases on the platform using their Credit/Debit card. Bank transaction charges to be clearly detailed as <i>credit/debit card fee</i> on the UI for this transaction. If the member's debit/credit card has insufficient funds, is cancelled or expired then an error message to display on the UI as per existing functionality. Agreed credit card fees are: Visa - 1.65% MC – 1.65% Diners - not accepted	Day 1
0020	Must have	Branding and styling of the platform to be as per branding requirements and style guidelines supplied by GTS. This covers: copy, imagery, colours, naming conventions, font, branding and icons. Any functional requirements/changes will need to be scoped accordingly.	Day 1
0021	Must have	Platform content, info icon content and email content to be as per the content supplied by GTS.	Day 1
0022	Must have	LC platform UI to display as per the final GTS marked up Invision designs.	Day 1
0023	Must have	LC to build platform as per current designs, allowing for final changes to be made as per final round of feedback. Final changes will entail design feedback only and should not impact any functionalities outlined in these requirements.	Day 1
0024	Must have	The landing page of the LC platform must have the ability to display videos hosted on an external platform. e.g. YouTube, Vimeo, etc. A user must have the ability to share these videos via social media through the platform on which the video is hosted.	Day 1
0025	Must have	Where retailers have the functionality to offer specific denominations of an eVoucher this function to display as per the final GTS marked up Invision designs. Where retailers do not offer the functionality to purchase a specific denomination of an eVoucher this function to display as per the final GTS marked up Invision designs. A note to display to the user on this page to explain that the denominations offered by retailers is at the discretion of the retailer.	Day 1

Req#	Priority	Description	Day 1 / Day 2
0026	Must have	LC platform to display an 'Express Pay' function as per the final GTS marked up Invision designs in addition to the existing shopping cart function.	Day 1
0027	Must have	For Online Offers a pop up message to display to the user before they are redirected to a third-party retailer's site. The user must click on this pop-up message to show that they have read the message before being redirected to the third party retailed.	Day 1
0028		<p>When a member has opened a voucher and selects to close the voucher a pop-up message to display to the user to remind them to update their remaining balance or delete the voucher if fully redeemed. The user must click on this pop-up message to show that they have read the message before closing the voucher.</p> <p>The users updated balance must also be the balance that displays for that voucher on the homepage of the platform.</p>	Day 1
0029	Must have	<p>GTS have committed to pay a membership fee for at least 80k members for the next 5 years. The below rule only applies if membership numbers exceed 80k members.</p> <p>LC membership to be categorised into the following memberships: Non-Exited GTS members with Active rewards platform accounts Non-Exited GTS members with Deactivated rewards platform accounts Exited GTS members with Deactivated rewards platform accounts</p> <p>Non-Exited Active members to get access to discounts on the rewards platform Non-Exited Deactivated members to get access to the LC platform but with no discounts Exited Deactivated members to get access to the LC platform but with no discounts and to see 'Re-join' buttons display on the home page and purchase pages of the platform.</p> <p>After the initial first 12 months, GTS to supply LC with a Deactivation report on a set frequency. Member accounts identified in the Deactivation report to be set to a status of Non-Exited Deactivated at LC.</p>	Day 1

Req#	Priority	Description	Day 1 / Day 2
		GTS to supply LC with a member exit report daily. These members to be set to a status of Exited and Deactivated at LC Accounts and to no longer be included in the invoice of membership fees. If these members select the Re-join button they will be redirected to the existing Join process on the public website. Once they complete the join process they will receive a new Mercer member number and will need to register for a new LC account.	
030	Must have	LC to provide GTS with a monthly invoice of new membership fees and renewal fees for Non-Exited Active members Non-Exited Deactivated members and Exited Deactivated members to not incur a membership fee. LC to provide a file or spreadsheet confirming the members included in new and renewed fees.	Day 1
031	Must have	LC to provide GTS with a data feed containing data elements necessary for reporting & analysis for activation & deactivation. Please see sample data feed requirements in Appendix 2 Complete data feed requirements will form part of the solution architecture design.	Day 1
032	Must have	All pages of the rewards platform pages to be tagged for Google Analytics with one GTM snippet tag per page GTS will provide LC with Google Analytics/tag snippet which LC will embed. GTS is responsible for tagging their own content.	Day 1
033	Must have	LC to provide GTS with up to dummy accounts to be used for demonstration purposes.	Day 1
034	Must have	GTS to have the ability to specify the URL for the Rewards Platform (either sub-domain or purchased domain) to ensure the member has a consistent experience when navigating from the public website or GTS Member Home portal to the Rewards Platform.	Day 1
035	Must have	Remove Change Password from LC platform. This will be handled via the B2C.	Day 1
036	Must have	Log out function on LC platform must reroute to log the user out of the B2C.	Day 1

Req#	Priority	Description	Day 1 / Day 2
0037	Must have	Collapsible drop down to display under the header banner on the home page, eGift Card page, Mail-Out Gift Card page and Online Shopping page.	Day 1
0038	Must have	A user to have the ability set up a recurring linked bank account direct debit triggered by a date (existing)(Funds to go from Bank Account to eWallet).	Day 1
0039	Must have	For manually updating your balance, 'Update' button to be greyed out until \$ amount is entered. Once \$ is update then 'Update' button to become editable. Update you balance features (pop-up and 'update your balance' input field on individual vouchers) to be built in a configurable manner so GTS can instruct to switch it off in the future if required.	Day 1
0040	Must have	'View Profile' (wording TBD) section to be added to menu bar in between My Activity & Log Out. Icon below  My details NOTE: DD have incorrectly update the profile icon  to a cog wheel. Please ignore this.	Day 1
0041	Must have	Remove separation of section between your account details and how to update your details. Update wording regarding how to update your details – make both online account and helpline features pop out from rest of wording	Day 1
0042	Must have	Profile Balance section: Separate this section into three distinct sub-sections, each with a heading: 1) My Cash for Purchases - icon as is 2) Savings contributed to your super (including amounts that are pending) – icon to be thumbs up emoji 3) My Total <GuildSuper/Child Care Super Balance> – a Guild Super logo or Child Care Super logo to display Note: the above has not been completed in the DD designs	Day 1

Req#	Priority	Description	Day 1 / Day 2
		<p>Remove all info icons and have a View More Detail hyperlink at the bottom of the widget (for mobile this is where the savings calc will also be)</p> <p>When you select this a pop up (drop down for mobile) to display with details of all of the balances displayed and a breakdown of your SuperSuper contribution balances (pending and confirmed)</p> <p>'Savings contributed to your super (including amounts that are pending)' to be highlighted in the same light pick colour as the 'contributed to your super' fields throughout the platform.</p>	
0043	Must have	<p>Under the My eGift Cards section on the home page, the superannuation contribution to be highlighted highlighted in the same light pick colour as the 'contributed to your super' fields throughout the platform.</p>	Day 1

6. Non-Functional Requirements (NFR) of Rewards Platform

Non-Functional requirements of an IT system are quality requirements or constraints of the system that must be satisfied. These requirements address major operational and functional areas of the system to ensure the robustness of the system. The Non-Functional Requirements established for the Rewards Platform are described in this section of the document. The main areas addressed are:

1. Capacity Estimates and Planning
2. Performance
3. Scalability
4. Availability (including recoverability and reliability)
5. Maintainability
6. Browser Requirements
7. Security
8. Audit
9. Disaster Recovery

These Non-Functional Requirements should be used:

- a) As a basis for system sizing and estimates of cost.
- b) To assess the viability of the proposed IT system components.
- c) To drive the design of the operational models.
- d) As an input to component design.

Details of the NFRs are as follows:

6.1 Capacity Estimates & Planning

The architecture of the system must support the load of more than 100 concurrent users. The portal is expected to provide acceptable level of performance under peak load. However, it is expected to handle burst level of activity for a short (usually 5-10 minutes) period without functional degradation and should auto-scale.

Capacity has been calculated using below formula, with peak_hourly_visits: 80,000, average_session_duration: 5 minutes and rounded down 100 concurrent_users = $(\text{peak_hourly_visits} * \text{average_session_duration}) / 3600$

6.2 Performance

Response Time requirements define the time to complete a specific system task or process. The time interval, or response time, can be expressed as an exact measurement of time or as an acceptable range. The following table provides response time bands for the most significant user-system interaction in the Rewards Platform

An average response time should be 1-3 seconds, if a transaction is expected to take longer than 1-3 seconds the interface should have Ajax updates to let user know that the system is still working and to wait.

6.3 Scalability

Scalability is the ability to expand the system architecture to accommodate more users, more transactions and more data as additional users and data are added in the future. The existing systems should be extensible as far as possible without necessarily having to replace them. System should be able to scale horizontally and vertically.

6.4 Browser Requirements

Portal should support page display using the following browsers.

- (a) IE version 10 and above
- (b) Firefox version 50.x and above
- (c) Chrome version 48.x and above
- (d) Safari version 10.8 and above

6.5 Security

Various security related requirements are categorized as follows:

- (a) *Authentication*
 - (a) Authentication should use Microsoft Azure B2C and only hashed tokens be passed between services
 - (b) Authentication technologies utilized must be industry standards.

- (c) Authentication technology must support multiple levels of authentication strength if required.
- (d) User accounts must contain a unique ID.
- (g) System should allow administrators the ability to manage user accounts for scenarios such as disabling or re-enabling the accounts and fix small details.
- (h) System should temporarily disable accounts after a pre-determined number of invalid access attempts.
- (b) *Authorization*
 - (a) System will use Azure B2C to determine if authorization tokens are still valid
 - (b) System should support a role based access control model.
 - (c) System should support the creation of user roles.
 - (d) System should support delegated administration of role assignment and management
- (c) *Provisioning*
 - (a) System should support the ability for a new user to be sent via Azure B2C to auto create on rewards platform using their member ID. The details for user will be retrieved from API's provided by Guild Group, this should create an account for the user.
 - (b) System should provide a forgotten password service.
 - (d) *Single Sign-On (SSO)*
 - (a) System should allow a user to log in once, using a single authentication method to gain access to multiple applications.
 - (b) SSO solution should provide Session Security to ensure that the information is not tapped by unauthorized people.
- (e) *Encryption*
 - (a) Use HTTPS, FTPS, etc.
 - (b) Determine what data is critical or vulnerable and develop encryption schemes to shield the data from unauthorised users and use.

6.6 Audit

System must maintain full traceability of transactions with user and transactional time stamps, etc.

6.7 Disaster Recovery

In event of a natural or man-made disaster the Disaster Recovery ("DR") process to be followed as per the LC DR plan

1. LC shall be responsible for designing and implementing DR for the Rewards platform
2. It will be the responsibility of LC to work with GTS to define and implement consistent methods to assist in the resumption of critical business operation in the shortest time necessary, for the least possible cost, with minimal impact on users, customers, and employees.
3. RPO should be 'No Loss of Data' and RTO should be '0-4 hours'

7. Appendix 1

Sample LC Contribution file requirements



8. Appendix 2

Sample Reporting Requirements



SCHEDULE 5 – PROGRAM PARTICULARS

1. Commencement Date: 14/6/2018

2. Licensing Period: 5 years

This begins from the date of Acceptance.

3. Rewards Platform

(a) Rewards Platform Fee: Minimum commitment

This is the minimum Client Member commitment per annum, multiplied by the applicable Rewards Program Fee set out in the Sliding Scale Table below;

- The Rewards Program Fee for subsequent years is charged per Client Member per Annum, payable at the start of each 12 month period during the Term, or when access is granted to Client Members throughout the Term, above the minimum Client Member commitment level, and based on the Sliding Scale Table below.
- Any additional or newly appointed members throughout the Term will be charged the annual Fee at the end of the month that access is activated.
- On request by the Client, Members can be removed from the Program.
- Membership access will be transferable immediately if a Client Member becomes inactive and ceases to qualify for membership, during each 12 month Term.
- All Fees are exclusive of GST, hence will attract the relevant GST charge at billing.

SLIDING SCALE TABLE	
Member Base	Rewards Program Fee / Per Annum

(b) Rewards Platform Inclusions:

- Branded, Secure Digital access to benefits and offers
- Client Member customer service

3.1 The parties agree that further items may be added through discussion, however initial items are to include an Executive update on items in the Program development roadmap & strategy and market trends

4. Additional Reports:

- (a) The Client reserves the right to nominate a list of Client Members, for which the Supplier is to provide raw IT transaction logs which should include sufficient information to enable the Client to complete a reconciliation of that Client Member's reported savings. The Client may request this information on a monthly basis.

SCHEDULE 6 – REWARDS & PRODUCTS

From the date of Acceptance, the Program will include Retail Partners as agreed in writing between the parties from time to time.

1. The Retail Partners which will initially be available through the Platform are set out in the below table.



Guild Retailer List
including retailers to

2. Additional retailers and offers may be added to the Platform with the written consent of the Client.
3. Retailers will be removed within 5 business days of the Client's written request.
4. Individual Retail Partners and offers are subject to change at the individual Retail Partner's sole discretion.
5. The minimum number of Retail Partners made available through the Program (excluding those identified in paragraph 3 above) must remain at or above 75% of the number of such Retail Partner identified in the table in paragraph 1 above throughout the Term.
6. The average discount offered by Retail Partners must remain at or above 5.00% throughout the Term.

- Inclusion of Client Member community based offers
- Supply of Activity Reports
- Concierge Services (connections to Energy & Gas, Home Loans, Insurance, Telecoms)

(c) **Retail Rebates – Client to specify in Client Rebate**

- A percentage of the total discount received by a Client Member to be payable to the member's superannuation account within the Guild Retirement Fund.
- This pre-set Client Rebate percentage will be reduced from the total discount made available to Member.

4. **Contact Centre**

(a) **Contact Centre Fee** 

The Contact Centre Fee is payable at the start of each 12 month period during the Term from the date on which one or more Client Members are given access to the Program.

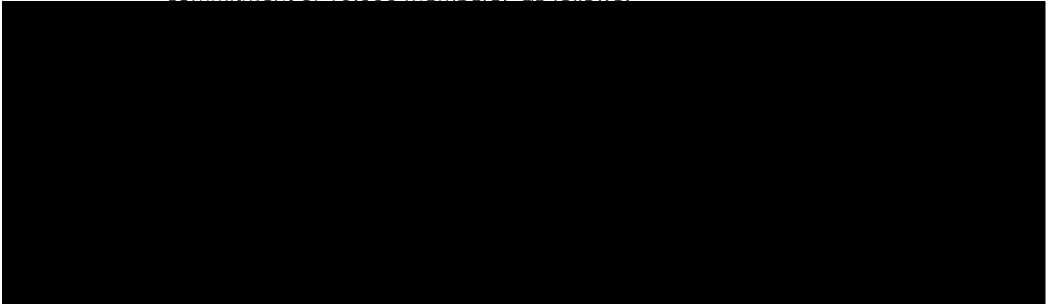
(b) ~~Rewards Platform~~ ^{Contact Centre} Inclusions:

- Custom support email address, unlimited member enquiries
- Custom 1300 phone number, with up to 500 calls per month, to a maximum of 4000 minutes per month
- Call recording, monitoring, stats & reporting
- Push-to-survey feature
- Receive & transfer calls to Mercer
- Call centre availability 9am-5pm Monday – Friday AEST



Party supplier can renegotiate fee once call volumes exceed abo

5 a) In the event that clause 9.4 is invoked, further fees to Supplier will be paid annually, with a minimum commitment of 10,000 members: as follows:



*contact Centre
what is outlined in 4(b) of this schedule*

For products purchased throughout the eStore please note that that standard delivery is 5 - 15 business days, subject to stock levels. Parcels will require a signature upon delivery. Deliveries cannot be made to a PO Box. Deliveries may not be made to gated communities. If your item is damaged on arrival, please refuse delivery so that items may be returned to us immediately. If your item is faulty please contact us directly for assistance. Please choose your purchases with care, as we are unable to accept returns due to change of mind. Items can only be returned in circumstances where an item is damaged or faulty. If a return is required, please ensure you notify us within 14 days of receipt of your item.

When you choose to pay by Direct Deposit, your items will be shipped once payment has been cleared, which can take up to 3 business days. We recommend that payment be made as soon as possible to avoid any delays in shipping. If payment is not received within 14 days, your order will be cancelled. Please remember to use your order number as your payment reference.

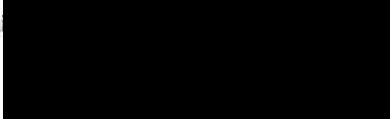
Governance

This Program shall be governed by and construed in accordance with the laws of the State of Victoria, and the parties irrevocably submit to the jurisdiction of any Court of that State.

Payments, Refunds & Chargebacks

- (a) You agree to pay for Services within the Program in Australian Dollars.
- (b) Payment can be made by credit/debit card and Direct Deposit, or other payment options made available to You by Supplier. Once payment has been cleared, we will distribute the Services you have purchased. You confirm that the credit/debit card that is being used is Yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer and the Supplier. If the issuer of your credit card refuses to authorise payment for products within our Program, we will not be liable for any delay or non-delivery of Services.
- (c) Expiration of any Services including but not limited to gift cards and vouchers may vary depending on the requirements of the participating Business and Service providers.
- (d) All digital or physical vouchers sold via this Program are restricted by the terms and conditions of each individual Business, and should be found in the terms & conditions of the individual Business. All digital gift cards and vouchers are non-refundable, as they are to be treated as cash. Gift cards and vouchers are valid until the expiry date indicated and cannot be exchanged or replaced. Vouchers are sold for the personal use of Members only. Vouchers or gift cards are not to be re-sold and cannot be re-distributed.
- (e) Supplier will only process card transactions that have been authorized by the applicable card issuer, and does not guarantee or assume any liability for transactions authorized and completed which may later be reversed or charged back. You are responsible for all reversed or charged back transactions, regardless of the reason for, or timing of, the reversal or chargeback. Supplier may add or remove one or more payment methods at any time.
- (f) If a chargeback occurs, we will use commercially reasonable efforts to assist the Organisation and the Member to resolve the dispute, however once the chargeback is finalised, we will automatically debit the Organisations account for the chargeback amount in addition to a chargeback fee of \$35.00, and provide the relevant information to the Organisation so they can resolve the dispute with their Member.

Contact

For any notice to be given in writing, or to get in touch with us, please email 

- (c) Under no circumstances will Supplier be liable for any incidental, special or consequential damages, loss of business, or loss of profits arising in relation to use of the Program, website materials or linked materials.
- (d) In maintaining and operating this Program, Supplier relies upon information provided by third parties. Supplier cannot provide a guarantee against loss, liability, damage and expense if the Site Terms offered are not met.

Termination and Suspension

- (a) An agreement commences on the date that Site access is granted to You, and continues until terminated in accordance with its terms.
- (b) Supplier may at its discretion, suspend or terminate access to the Program in the case of a breach of any Site Terms, without notice.

Electronic Listings and Advertisements

- (a) Supplier does not accept responsibility for the accuracy, error or omission in any advertisements published within the Program, and disclaims all liability to the Organisation or Members for any loss or damage arising from such inaccuracy, error or omission.
- (b) Each Business providing Services in the Program that lists the Services offered on this Site shall own the copyright of the listing or the advertisement.
- (c) The linked websites on this Program are provided for convenience only and may not remain current or be maintained. Links to third party websites should not be construed as any endorsement, approval, recommendation, or preference by Supplier, of those third party sites, and of any information, products or services referred to on those sites.

Trade Marks

Other products and company names mentioned in this Program may be the trade marks of other third parties, people or entities. Nothing in these Site Terms transfers any right title or interest in any trade marks to the Organisation.

Personal Information

- (a) When transacting with You, Supplier may ask You for Your name, email, mobile number, membership information, and any other relevant information required to accurately identify You.
- (b) Supplier will handle all personal information provided by You in accordance with Supplier's Privacy Policy.
- (c) All parties are bound to comply with all relevant company and consumer privacy laws and regulations, including the National Privacy Principles and Information Privacy Principles made under the Privacy Act 1988 (Commonwealth).

Delivery

Supplier cannot take responsibility for any Services, Gift Cards, Vouchers or Tickets that are misplaced, lost or stolen when being sent through Australia Post. On ordering, we offer all Members the option of Registered Post at a fee displayed during the time of checkout, which guarantees that Australia Post will be held liable for all Services that are misplaced or lost when sent via this method.

any misconduct in using the Program (i.e. using the Program in a manner deemed to be fraudulent or unethical by the Supplier).

- (i) Supplier may, at its discretion, suspend access to the Program due to any breach of the Site Terms.
- (j) Supplier may, change or add to this Program, any information or offers including products and services contained herein at any time.
- (k) While Supplier will use all commercially reasonable efforts to ensure that information on this Program is accurate and up to date. Supplier will not be liable to You and any other third party for any errors displayed within the Program.
- (l) In the event that the Organisation's supply of the Program is terminated, the Supplier may continue to provide access to Services to the Member with the exception of any benefits that would have applied exclusively to the Organisation's branded Program.

Disclaimers and Liabilities

- (a) Supplier will not be liable for any damage to or any viruses that may affect your computer because of your access to this Program.
- (b) Supplier is not liable if interference with or damage to your computer systems occurs in connection with the use of this Program or linked websites.
- (c) You may not use this Program to collect or harvest personal information including Internet addresses about Businesses participating in the Program.
- (d) You may not purchase Services through this Program with the intention of on selling them or for generating profit for yourself, or for any other third party.
- (e) Supplier will be under no liability whatsoever to the Organisation or its Members in respect of any loss or damage which may be suffered or incurred due to misuse, misconduct or fraudulent activity by the Organisation or Member.
- (f) To the extent permitted by law, no warranty condition, description or representation by Supplier is given or implied or has been given or implied, and any statutory or other warranty condition, description or representation is hereby excluded.

Warranties

- (a) Supplier does not warrant that any Service provided or referenced by this Program is either merchantable or accurate or that such information or service will fulfill any of your particular purposes or needs.
- (b) While Supplier uses commercially reasonable efforts to include accurate and up-to-date information on the Program, Supplier makes no warranties or representations as to its accuracy.
- (c) Supplier may periodically add, change, remove or improve any of the information, products, Services, Programs and technology described in the Program at the Supplier's discretion.
- (d) Supplier assumes no liability or responsibility for any errors or omissions in the content of the Program.

Third Parties

- (a) Supplier will not be liable for any mistake, failure or negligent action on the part of any Business providing Services in the Program.
- (b) Businesses providing Services in the Program reserve the right to change, modify or cancel any offers at their discretion.

SCHEDULE 7 - PROGRAM TERMS AND CONDITIONS

Definitions

- (a) "ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act;
- (b) "Business" means Retail Partners, retailers or businesses offering Services via the Program.
- (c) "Consumer" is as defined by the ACL;
- (d) "Gift Card" means the Gift Card provided by the Supplier via the website or by mail on request from You.
- (e) "GST" means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended;
- (f) "Member" means the member, customer or consumer of the Organisation who has been provided with access to use the Program.
- (g) "Organisation" means the party that is making available the Program to its Members.
- (h) "Payment" means all moneys paid for the supply of the Program and Services in Australian Dollars.
- (i) "Program" means the branded Loyalty, Rewards, Membership and Payment Software Platform delivering Services to You.
- (j) "Retail Partner" means the Business or retailer offering Services to You.
- (k) "Services" means the products, discounts and other benefits provided by the Supplier and any participating Business within the Program.
- (l) "Site" means the Program website made available to You in accordance with these Site Terms.
- (m) "Site Terms" means these Program Terms and Conditions.
- (n) "Supplier" means the provider of the Program.
- (o) "You" or "Your" means the Organisation or Member depending on the context used in these Site Terms.

Site Terms

- (a) The Site is owned and operated by the Supplier.
- (b) Through this Site;
 - (i) You can register as a Member;
 - (ii) You can subscribe for access to the Program; and
 - (iii) You can access the Services, subject to being an eligible Member.
- (c) These Site Terms apply to the use of the Program and the Site, including the use of the Services offered on this Site.
- (d) Any party that is registered to use the Program, and uses the Program whether as a Member or an Organisation, hereby agrees to be bound by these Site Terms.
- (e) If You do not accept these Site Terms, please discontinue using this Site immediately. If You use the Site, You will be deemed to have accepted these Site Terms in their entirety.
- (f) These Site Terms must be read in conjunction with any other applicable policies, terms and conditions governing the use of this Site as advised from time to time.
- (g) The Supplier reserves the right to amend these Site Terms at any time.
- (h) Members' access and use of this Program is permitted by the Organisation, and the Organisation acknowledges and agrees that it is and remains liable to the Supplier for any misuse of the Program (i.e. use of the Program outside the scope of these Program Terms and Conditions), and liable for

SCHEDULE 8 – LOYALTY CORP PRIVACY POLICY

As the supplier of the Program, we recognise the importance of your privacy and understand your concerns about the security of the personal information you provide to us.

In the course of doing business with you, the collection of personal information in some instances is necessary or unavoidable. We are committed to protecting the privacy of all personal information that we collect and ensuring that your personal information is handled correctly.

All personal information collected by us will be treated in accordance with the Australian Privacy Principles (“**APPs**”) as contained in the *Privacy Act 1988* (Cth). The APPs detail how personal information may be collected, used, disclosed, stored and destroyed, and how an individual may gain access to or make complaints about the personal information held about them.

This policy details the type of personal information we collect from our customers, how we manage personal information about you, with whom we may share it and the choices available to you regarding our use of the information. We also describe the measures we take to safeguard your personal information and tell you how to contact us regarding our privacy practices.

What types of personal information do we collect and hold

“**Personal information**” is information or an opinion about an identified individual, or about an individual who is reasonably identifiable, whether true or not, and whether recorded in a material form or now. Information where we have removed any reference to a person, so that the person cannot be reasonably identifiable from the information, is not personal information.

The kinds of personal information that we may collect and hold from you or about you include:

- contact information, such as your name, postal address, e-mail address and telephone number;
- date of birth and gender;
- account information such as username, password and transaction history;
- bank account details;
- information concerning your interests, buying habits and product preferences; and
- any other personal information submitted to us by you.

We do not collect sensitive information (such as relating to your ethnic origin, religious or philosophical beliefs, membership of a political or trade association, sexual preferences or health), and would not do so without your consent.

Website

When you browse our website or contact us electronically, we may record geographical tagging, cookies and statistical data. This may include your IP address, date and time of your visit, operating system, language preferences, device characteristics, pages visited, information downloaded and type of browser used to access the website.

We use this information to help us to make decisions about maintaining and improving our website and online services.

While our website may contain links to other websites with the exception of our related entities, those websites are not subject to our privacy standards, policies and procedures. We recommend that you make your own enquires as to the privacy policies of these third parties and we are in no way responsible for the privacy practices of these third parties.

How we collect and hold personal information

We aim to collect personal information only directly from you, unless it is unreasonable or impracticable for us to do so. For example, we collect personal information from you or about you from information you submit to us when:

- you apply for or request a product or service;
- when you participate in our call centre marketing campaigns, competitions or surveys;
- when you respond to our advertising and direct mail;
- you provide information to us via email or telephone; and
- when you have other dealings with us.

However, in some circumstances, it is necessary for us to collect personal information through third parties or from a source of publicly available information.

If we receive personal information that we have not requested (unsolicited information) and we determine that we could not have collected that information under the APPs if we had requested it, then we will destroy or de-identify the information if it is lawful and reasonable to do so.

Why we collect, hold, use and disclose personal information

We collect, hold, use and disclose personal information from you or about you where it is reasonably necessary for us to carry out our business functions and activities and as necessary to provide our services to you. We also collect, hold, use and disclose your personal information for related purposes that you would reasonably expect, such as our administrative and accounting functions. For example, we may use the information obtained from you:

- to process your application for service and to establish and manage your account or facility, and carry out transactions you wish to make;
- to provide requested services to you, and bill you for our services and collect overdue payments;
- for our research and development of new products and services;
- for training, quality control and verification purposes (including monitoring and recording your telephone conversations with us from time to time);
- respond to and communicate with you about your requests, questions and comments;
- protect against, identify and prevent fraud and other criminal activity, claims and other liabilities; and
- comply with and enforce applicable legal requirements, relevant industry standards and our policies.

If we do not collect, hold, use or disclose your personal information, or if you do not consent, then we may not be able to answer your enquiry, complete the transaction you have entered into, or provide our services to you to the best of our ability.

How we hold and protect personal information

Your personal information is held and stored on paper, by electronic means or both. We have physical, electronic and procedural safeguards in place for personal information and take reasonable steps to ensure that your personal information is protected from misuse, interference, loss and unauthorized access, modification and disclosure.

We store personal information in a combination of secure Australian based computer storage facilities and paper based files and other records. We use industry accepted and compliant technology and security so that we are satisfied that your information is transmitted safely to us through the internet or other electronic means.

We also employ the following measures in order to safeguard your personal information:

- data held and stored on paper is stored in lockable offices and in secure premises;
- data held and stored electronically is protected by internal and external firewalls, limited access via file passwords, and files designated read-only or no access;
- data held and stored “in the cloud” is protected by internal and external firewalls, limited access via file passwords and files designated read-only or no access. We also require our IT contractors and other third parties to implement privacy safeguards;
- where we disclose personal information to third parties (including contractors and affiliated businesses located locally and overseas), our contractual arrangements with them include specific privacy requirements; and
- our staff receive regular training on privacy procedures.

Destruction and De-identification

We will retain your personal information whilst it is required for any of our business functions, or for any other lawful purpose.

We use secure methods to destroy or to permanently de-identify your personal information when it is no longer needed:

- paper records are shredded or destroyed securely; and
- electronic records are deleted from all locations, to the best of our ability, or encrypted and/or placed beyond use.

Disclosure of Information

We respect the privacy of personal information and will take reasonable steps to keep it strictly confidential.

We will disclose personal information to third parties if it is necessary for the primary purpose of collecting the information, or for a related secondary purpose, if the disclosure could be reasonably expected. Where such a disclosure is necessary, we will require that the third party undertake to treat the personal information in accordance with the APPs.

Generally, we may disclose personal information about you in the following circumstances:

- where we have contracted an external organisation to provide us with support services. This may include but is not limited to processing applications or orders, marketing support, deliveries, market research and debt collection. These service providers may be within or outside Australia;
- to comply with our legal obligations (we notify you any time we are required to produce information in this way unless we are prohibited by court order or law or there is suspicion of fraud and/or criminal activity);
- where we suspect that unlawful activity has been or may be engaged in and the personal information is a necessary part of our investigation or reporting of the matter; or
- where organisations cooperate with us in offering products and services such as co-brand partners (we will notify you of that disclosure and obtain your consent on the application form).

Otherwise, we will only disclose your personal information to third parties without your consent if the disclosure is:

- necessary to protect or enforce our legal rights or interests or to defend any claims;
- necessary to prevent or lessen a serious threat to a person’s health or safety;

- required or authorised by law; or
- permitted by another exception in the Privacy Act.

Where we wish to use or disclose your personal information for other purposes, we will obtain your consent.

We impose strict requirements of security and confidentiality on all third parties as to how they handle personal information. We provide our outside contractors both locally and internationally, and retail affiliates only with information they need to perform their services - they are not permitted to use the information for any purpose except to provide the service to us. The Privacy Act also strictly controls the information we exchange with credit reporting agencies.

Additional information regarding Credit/Payment Information

This Privacy Policy also applies in relation to our collection and use of credit information of individuals, in connection with commercial credit provided by us.

The types of credit information that we collect and use for the purpose of collecting payments and/or making payments include:

- names, addresses and other contact details of accountholders (both prospective and current);
- bank account details;
- driver's licence details; and
- financial information.

We do not disclose credit information to credit reporting bodies.

Requests for access and correction

We have procedures in place for dealing with and responding to requests for access to, and correction of, the personal information held about you.

In most cases, we expect that we will be able to comply with your request. However, if we do not agree to provide you access or to correct the information as requested, we will give you written reasons why. For example, a request to access personal information may be rejected if:

- the request is frivolous or vexatious;
- providing access would have an unreasonable impact on the privacy of another person;
- providing access would pose a serious and imminent threat to the life or health of any person;
- providing access would prejudice our legal rights; or
- there are other legal grounds to deny the request.

To assist us to keep our records up-to-date, please notify us of any changes to your personal information.

Complaints and Concerns

SCHEDULE 3 – ONGOING DEVELOPMENT SERVICES FEES

Ongoing Development Services must be provided by the Supplier on the following basis.

██████████

OR

- 2. Scoped and prices as agreed in writing between the parties***

SCHEDULE 4 – REPORTS

Reports must be provided in writing; or via access to live dashboards for each successive period by delivery to the office of the Client within 10 Business Days of the end of the period in the case of a Monthly Report and 20 Business Days of the end of the period in the case of an Annual Report and must contain at least the following information as at a stated end of period date:

1. Monthly Report:
 - (a) information regarding the call centre including:
 - (i) inbound call volume;
 - (ii) inbound call volume by call type;
 - (iii) actual results vs Service Level requirements;
 - (iv) details of any newly raised complaints, resolution of closed complaints, status of open complaints;
 - (v) to confirm call recordings are functioning as required, for 2 sample GTS call recordings, confirmation whether the call recording could be retrieved and listed to, the associated GTS member's name and date and time of the call;
 - (vi) customer satisfaction survey results, completion rates & volumes issued.
 - (b) General reports containing:
 - (i) A file of Client Members who logged into the Program but did not make a purchase, including date/time information
 - (ii) A file of Client Members who did not log into the Program
 - (iii) The status of all open defects and any defects closed in the month
2. Quarterly Report:
 - 2.1 Trends for the Client through the quarter including total number of Client Members who made a purchase, the total \$ value of purchases, average \$ value of purchases, top 10 retailers used by purchase count and \$ value and new retailers added
3. Six Monthly Report:

- d) Actual Vs SLA for response & restoration as detailed in clause 3 of this service level agreement
- e) A monthly reconciliation report listing any Client Member's where their e-wallet balance does not reconcile with purchases, savings & 3rd party transactions

9. Transition Out

- a) Upon the cessation of the Services provided by the Supplier any data relating to Client's customers including client records, call centre recordings and other related data shall be made available to the Client.
- b) Following the provision of data records to the Client, any data relating to Client's customers including client records, call centre recordings and other related data shall be deleted.

10. Where SLAs Are Not Met

- a) In the event that a SLA is missed for a month, LC are to confirm the reason for the miss and work with GTS to confirm the actions to avoid a repeat.
- b) In the event that SLA(s) are missed for 2 months in a row, GTS reserves the right to escalate to LC management to confirm remediation activities.
- c) If SLA(s) are missed for 3 months in a row, that would constitute a "material breach" for the purposes of clause 20 of this Agreement, and GTS reserves the right to negotiate appropriate penalties for the period or if agreement cannot be reached, terminate with 3 months' notice.

- All inbound calls to be logged & recorded.
- Call centre hours Mon-Friday 9am-5pm AEST. Outside of these hours and Victorian public holidays, calls will be diverted to voicemail and followed up the next business day.
- Average customer satisfaction survey results to be equal to or greater than 80%
- Abandoned calls to be less than or equal to 4%

In the event of Member demand outstripping Supplier call centre capacity, the parties will negotiate in good faith for reasonable additional funding from Guild Trustee Services to increase call centre capacity.

7. Reporting

The Supplier shall provide the following regular reports on a monthly basis, or access to a live dashboard, in order to provide:

- a) Performance report e.g. uptime, availability
- (b) Security report – number breaches, attempted breaches and other relevant security metrics
- (c) No breaches of data security report (i.e. whereby members personal data is exposed to or taken by an unauthorised third party)
- (d) Member data, including but not limited to Member number, Name, Transaction \$value, Transaction \$saving, Retailer associated to the transaction, Transaction Date/Time and Transaction status. The file should contain all historical transactions for the nominated Client Member data.

8. Compliance And Assurance Of Quality

The Supplier shall provide evidence of maintaining to the quality and security standards it has advertised. This includes:

- a) PCI-DSS attestation certificate, at least annually
- b) Disaster Recover compliance statement / test summary report
- c) Other relevant evidence of quality standards met by the Supplier

Standard server maintenance window is scheduled for the last Sunday in each month.
Environment: 10.00pm – 04.00am AEST

To ensure stability and minimum impact on production environment the timing and planning of modifications in the production environments are coordinated internally in Loyalty Corp according to ITIL Change Management procedure.

1.4 Upgrade window

This window is planned according to the roadmap for the product or service in question and is communicated via official release notes or service notifications to the Client.

To ensure minimum impact on other processing activities the timing and planning of modifications in the production environments are coordinated internally in Loyalty Corp according to ITIL Change Management procedure.

5.5 Communication about emergency maintenance.

In case of emergency maintenance due to fatal errors in the production system or fatal errors in the software, an emergency service window will be communicated to the Client.

5.6 Communication about disturbance or down time

In case of unscheduled downtime or instability of the services covered by the current Service Level Agreement,

information will be communicated to the Client. The communication will contain the following information:

- A timestamp of the downtime or instability.
- A description of the impact on the Client's services or configuration.
- An estimated resolution time.

6 Call Centre

Loyalty Corp will employ best efforts to ensure the following:

- All calls to be answered within 30 seconds (via IVR).

Corp online solutions and services hosted by Loyalty Corp Australia

S = the total number of hours in the relevant calendar month (calculated by multiplying the number of days in the particular month by 24); and

D = the number of hours that the solutions and services hosted by Loyalty Corp Australia are not available to Client and or its Members during the relevant calendar month. The term "Available operating hours" means the agreed upon operation hours with subtraction of hours where the system or a part of it cannot be used for error free operation due to errors in the delivery, or where the response times do not fulfill the requirements.

Operational hindrances, which the Client can be held responsible for, or disturbances from external sources - like power failure, errors in public data transmission network, etc. - are not subtracted from the available operation hours.

The agreed upon operation hours is defined as 24 hours per day, 365 days per year minus planned hours where the hosted solution or service is taken down for maintenance.

Loyalty Corp Australia is not liable for errors made worse as a result of a failure by the Client to timely notify Loyalty Corp Australia of alarms or errors in the system, or if the Client fails to take appropriate corrective action in accordance with the standard maintenance instructions, resulting in an error or outage.

5.2 Backup and Restore plan

All services covered by this Service Level Agreement are backed up every day. The backup data is placed at a secure external location to ensure data separation.

Loyalty Corp Australia will store backup data for no more and no less than 7 days.

If it is deemed necessary to restore service data from a backup, the restore process can impact the service availability for up to 2 working days.

The objective of the backup and restore plan is to ensure that Loyalty Corp Australia is able to respond to a disaster or other emergency that affects information systems and minimize the effect on the operation of the business.

5.3 Service Windows Maintenance window

Loyalty Corp Australia is not required to provide any maintenance or support services relating to problems caused by:

- Changes to the operating system or use of the software on equipment other than the equipment for which the software was designed and licensed, unless such changes are approved in writing by Loyalty Corp Australia.
- Any alterations of or additions to the software by parties other than Loyalty Corp Australia, unless such alterations or additions are made at the direction of or with the written approval of Loyalty Corp Australia.
- Use of the software or service in a manner for which it was not designed, contrary to the proper use which is described in the documentation.
- Accident, negligence, or misuse of the software.
- Interconnection of the Software with other software products not supplied or approved in writing by Loyalty Corp Australia.

If Loyalty Corp Australia does not agree with the severity classification of an error reported by the Client, Loyalty Corp Australia is entitled to escalate the classification within the organization of the Client and Loyalty Corp.

5 Systems Management

To ensure an uninterrupted and predictable Service Level Agreement, Loyalty Corp Australia proactively collects statistics for the services covered by this Service Level Agreement.

Based on these statistics, Loyalty Corp Australia performs maintenance and scales the services covered by the current Service Level Agreement.

5.1 Availability of software and services hosted by Loyalty Corp Australia Pty Ltd

Loyalty Corp will ensure that online solutions and services hosted by Loyalty Corp Australia are available for at least 99.9% in average per month.

Availability is measured for the system as whole, excluding unavailability caused by public Internet unavailability beyond the control of Loyalty Corp Australia.

The availability percent figure is calculated as shown here:

$$U = \frac{S - D}{S} \times 100$$

U = Uptime Percentage, meaning the percentage of total time during the relevant calendar month that the Loyalty

SCHEDULE 9 – SERVICE LEVELS AGREEMENT

This Service Level Agreement defines terms and conditions for maintenance and support services performed by Loyalty Corp “Loyalty Corp” for the Client referred to as “Client”. The Client in the context of this document is Guild Trustee Services Pty Ltd.

The Service Level Agreement covers the following product: • Loyalty Corp White Label Sites, Platforms and Software

The Service Level Agreement is valid when the Client has a valid subscription for products covered by Loyalty Corp.

2 Support Services

Loyalty Corp Australia provides the following support services for the Client:

- Online enquiry handling and incident management
- 1300 Help Desk Number specific to Client for handling of Member enquiries

This Service Level Agreement is valid only while the Client has a valid subscription for products covered by this Service Level Agreement

3 Incident Management

3.1 Requesting service or submitting incidents. Service requests and incident reports are submitted through the Loyalty Corp products and support services site at [REDACTED]

3.2 Operating Hours

Loyalty Corp support handles Client and or its Member(s) requests and queries regarding Loyalty Corp Australia products, services and operations on business days:


Monday through Friday from 09.00 to 17.00 AEST excluding Public Holidays (support is in English only), except for Critical or High severity incidents, which can be notified at any time.

We have procedures in place for dealing with complaints and concerns about our practices in relation to the Privacy Act and the APPs. We will respond to your complaint in accordance with the relevant provisions of the APPs.

About this Privacy Policy

We may update our policies and this Privacy Policy Statement from time to time. The latest version is published within your Program Site.

Contact

If you have any questions about this Privacy Policy, or if you would like us to update information we have about you or your preferences, please email us at 

The definition of “response” is confirmation to the Client that the incident was received and registered by Loyalty Corp Australia help desk.

The definition of “resolution” is the sum of the involved phases it takes to resolve the reported incident by Loyalty Corp Australia.

Response times and resolution times are effective within the standard support operating hours defined in section 3.2 of this Service Level Agreement.

3.6 Severity definitions

Severity	Description
Critical	<ul style="list-style-type: none">• Highly critical impact on a product or live environment.• Catastrophic production problem which may severely impact the Client's production or live environment systems, causing loss of production data or service. No procedural work-around exists.• Continued lack of availability.• No work-around exists.
High	<ul style="list-style-type: none">• High impact on a production or live environment.• Problem where the Client's system is functioning but at severely reduced capacity. The situation is causing significant impact to parts of the Client's business operations and productivity. The system is exposed to potential data loss or interruption of service.• Irregular service interruptions. No reliable work-around exists.
Medium	<ul style="list-style-type: none">• Minor impact on a production or live environment.

	<ul style="list-style-type: none"> • A medium-to-low impact problem that involves partial non-critical functionality loss and may interrupt some operations but allows the Client to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the Client's operation. This includes documentation errors. • Minimal reduction or interruption of the business processes. • Work-around exists.
Low	<ul style="list-style-type: none"> • No direct impact on the production or live environment. • A general usage question or recommendation for a future product enhancement or modification. There is no impact on the quality, performance or functionality of the product. • No reduction of the business processes. • Work-around may exist.

A “work-around solution” is a temporary remedy required to eliminate an error. Work-around solutions may cause minor restrictions in system performance or available system functionality.

A “permanent fix” is the actions required to prevent the reoccurrence of an error and any underlying causes of a problem. When a permanent fix is implemented, the system is restored to full functionality and performance.

4 Exclusions

Loyalty Corp Australia will make every effort to solve critical and high severity enquiries reported by the Client and or its Member within a reasonable time frame and to the satisfaction of the Client.

Loyalty Corp Australia is not obliged to prioritize or implement software feature requests from the Client.

Loyalty Corp Australia is not responsible for correcting any product errors not attributable to Loyalty Corp Australia. Errors attributable to Loyalty Corp Australia are those that can be reproduced by Loyalty Corp Australia on software which is either unmodified or modified by Loyalty Corp Australia.

	1 business day	2 business days
Low	2 business days	3 business days

3.5 Response and resolution times on Hosting incidents, within operating hours, and subject to incident matter.

Severity	Response time	Resolution time
Critical	2 hours	8 hours
High	8 hours	24 hours
Medium	1 business day	2 business days
Low	2 business days	3 business days

Response and Resolution definitions

“Response time” is defined as the time it takes for Loyalty Corp Australia to confirm that the Client Management and or Member incident has been registered.

“Resolution time” is defined as the time it takes for Loyalty Corp Australia to investigate and implement a resolution, or to investigate and confirm a reasonable time estimate for implementation of a resolution.

3.3 Error reporting procedure

Requests by web form

Incidents can be reported to Loyalty Corp support using the support email [REDACTED]. All incidents are automatically associated with a case number and are visible to Loyalty Corp support staff. The Client or Member automatically receives the case number of the reported incident via email notification.

Request by phone or web chat

Phone service or web chat is available during support operating hours. Incidents reported by phone or web chat will be registered by Loyalty Corp support. The Client or Member automatically receives the case number of the reported incident via email notification.

Requests by e-mail

An email service, h [REDACTED] t, is available for submission of requests.

E-mail reply is provided during Loyalty Corp support operating hours. Incidents reported by e-mail will be registered by Loyalty Corp support.

The Client or Member automatically receives the case number of the reported incident via email notification.

3.4 Response and resolution times on Client Management and Member incidents, within operating hours, and subject to incident matter.

Severity	Response time	Resolution time
Critical	2 hours	8 hours
High	8 hours	24 hours
Medium		