

LOYALTY CORP AUSTRALIA

REWARDS PROGRAM SUPPLY AGREEMENT

THIS AGREEMENT is made on the 20th day of April 2018 between the parties
("Effective Date")

("Supplier") Loyalty Corp Australia Services Pty. Ltd. (ABN 39 615 958 873) of 1192 Toorak Road, Camberwell VICTORIA 3124

and
("Client") Name: Statewide Superannuation Pty Ltd as trustee of the Statewide Superannuation Trust

ABN: 54 145 196 298

Address: Level 11
211 Victoria Square
Adelaide SA 5000

BACKGROUND

- A. Supplier provides a branded Loyalty, Rewards, Membership and Payments Software Platform to the Client and its Client Members ("Program").
- B. Client agrees to subscribe to the Program in accordance with the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Definitions in this Agreement, unless the contrary intention appears:

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 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 11.3 of this Agreement.

Defect means any defect, error, bug or virus or malfunction in respect of the Program that causes the Program to not comply with or not perform in accordance with the specifications or requirements of 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.

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.

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

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 1, 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 3.

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 1.

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.

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 period in which the Program is licenced to the Client from the Program Commencement Date, as specified in Schedule 1 of this Agreement.

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. LICENCE RIGHTS

2.1 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 pays all Fees due and payable to the Supplier;
- (b) the Client must comply at all times with the terms and conditions of this Agreement;
- (c) the Client must, and must use reasonable endeavours to ensure the Client Members, at all times comply with the Program Terms and Conditions;

- (d) the Client shall use the Program in accordance with any Documentation provided by the Supplier in conjunction with the Program;
 - (e) 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;
 - (f) the Client shall not create any derivative works based on the Program or any other software forming part of the Program;
 - (g) 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;
 - (h) 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
 - (i) 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.
- 2.2 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.
- 2.3 Supplier reserves all rights not specifically granted in this Agreement.

3. OBLIGATIONS

3.1 Obligations of Supplier

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

- 3.1.1 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:
- (a) secure access to the branded Program;
 - (b) support and assistance in connection with the supply of the Program through access to a 1300 telephone number (staffed at all times during business hours) and an email address to be made available for Client Members' enquiries; and
 - (c) responding to Client and Client Member enquiries in a reasonable timeframe for issues pertaining to the Program;
 - (d) 95% monthly Service Availability (calculated across 24 hour days) (where Service Availability means the percentage of time in a month that the Program was available for normal use by the Client and Client Members).

The Supplier shall pay Rebates to the Client as stipulated in **Schedule 1**.

3.1.3 The Supplier must:

- (a) comply with all applicable laws; and
- (b) at all times hold any licences, permits and authorisations required to be held by it to perform its obligations under this Agreement;
- (c) configure the Program in accordance with this agreement;

- (d) customise the Program's imagery and banners as instructed by the Client;
- (e) undertake preventative maintenance on the Program to ensure that the Program meets, and operates in accordance with, the specifications and requirements of this agreement; and
- (f) investigate and rectify each Defect within 7 days of receiving notice from the Client.

3.2. Obligations of Client

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

- (a) Provide to the Supplier all relevant Client Member associated information which are 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 ensure that:
 - the Program Terms and Conditions are incorporated within the terms and conditions with their Client Members as part of the supply of the Program.
- (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 the Program Terms and Conditions by the Client, and for any misuse, misconduct and fraudulent activity on the part of the Client, in relation to the Program.
- (d) If caused by Client, 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. The Client must seek written approval and signoff, which shall not be unreasonably withheld or delayed by Supplier, for any use of Supplier's or 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 Members, personnel or contractors.

4. TERM

- 4.1 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.
- 4.2 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.

5. FEES AND PAYMENTS

- 5.1 The Client agrees to pay the Fees and any outstanding monies by Direct Bank Deposit within fourteen (14) days from the date of invoice supplied by the Supplier.
- 5.2 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.
- 5.3 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.
- 5.4 Client specific technical requirements that fall outside the Program may be supplied by the Supplier for additional fees, once scoped and agreed upon by the parties.

5.5 The Supplier may set off Rebates against Fees payable by the Client at the Suppliers sole discretion.

6. **INTELLECTUAL PROPERTY**

6.1 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.

6.2 The Supplier indemnifies the Client in respect of any breach of copyright or trade mark of any third party that gives rise to a claim against the Client provided that

- (a) the Client notifies the Supplier within ten (10) Business Days of becoming aware of such claim;
- (b) the Client provides all reasonable assistance to the Supplier in the defence or settlement of the claim; and
- (c) the Client or Client Members have not in any way caused or contributed to such breach (other than by use of the Program in the manner intended).

6.3 The Supplier owns all Intellectual Property Rights comprised in the Program 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 for the avoidance of doubt excluding any such rights in the Client's name, logo or trade marks). 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 6.3.

6.4 Except as otherwise expressly provided in this Agreement:

- (a) 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;
- (b) the Client and Client Members will not accrue any right to own or use the Supplier's Intellectual Property Rights as a result of entering into this Agreement.

7 **WARRANTIES**

7.1 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 deed 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; and
- (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.

7.2 The Supplier warrants that the Program supplied for the Program will materially comply with the Documentation and be materially the same as the program to which the Supplier granted the Client trial access.

- 7.3 The Client's sole remedy with respect to the breach of any warranties in this clause 7 by the Supplier is that the Supplier will, at its own expense, correct the non-conformance within 7 days.
- 7.4 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.
8. **CONFIDENTIALITY**
- 8.1 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.
- 8.2 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; or is at the time of disclosure, legally in the possession of the Receiving Party without any obligation of confidentiality.
9. **PRIVACY**
- 9.1 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.
- 9.2 In addition to clause 9.1, the Supplier will manage any Personal Information it receives from the Client in accordance with the Supplier's Privacy Policy set out in Schedule 4 and as amended from time to time.
- 9.3 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.
- 9.4 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.
- 9.5 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.

- 9.6 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.

10. NON SOLICITATION OF PERSONNEL

- 10.1 During the Term and for a period of 12 months following the termination or expiry of this Agreement, the Client must not:

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

- 10.2 In the event that the Client breaches clause 10.1 the Client shall be liable to the Supplier for an amount equal to one hundred percent (100%) of the annual base compensation of the Supplier's personnel in his/her new position.

11. LIABILITY

- 11.4 The maximum liability of the Supplier for any damage, liability, action, claim or loss, however caused (including by the negligence of the Supplier) under or in relation to this agreement or the Supplier's provision of the Program ("Claim") is limited to the Fees paid for the Program by the Client for the 12 month period prior to the Claim arising.

- 11.5 The limitations set out in clause 11.4 are an aggregate limit for all claims or such loss, whenever made and however arising.

- 11.6 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.

12. ACKNOWLEDGEMENTS

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.

13. SUSPENSION AND TERMINATION

- 13.1 Supplier may at its discretion, suspend the Program in the case of a material breach of any term of this Agreement or 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

13.2 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) the Supplier suspending the Program in accordance with clause 13.1;
- (b) 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;
- (c) breach by a Client Member of the Program Terms and Conditions, unless such breach is remedied by the Client and/or the Client Member within thirty (30) days of receipt of a notice of breach by the Supplier; or
- (d) Insolvency of the other party.

13.3 On any termination of this Agreement by any party, both parties agree to co-operate in winding down the Program 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's Member, the Program, until the term of the respective Client's Member 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 13.2.

13.4 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:

- (a) those obligations of the Client specified in sub-clauses 2.1(a) through (i) inclusive, clauses 2.2 and sub-clause 3.2(c) of the Agreement; and
- (b) clauses 5, 6, 8, 9, 10, 11, 12, 13 and 16 of the Agreement.

14. **DISPUTE RESOLUTION**

14.1 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.

14.2 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").

14.3 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.

14.4 If, following the expiry of the period specified in clause 14.3, 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;

- **First Escalation Point – Senior Manager Level**
- **Second Escalation Point – Managing Director Level**

If an escalation notice is provided under this clause 14.4, 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.

14.5 If, following the expiry of the period described in clause 14.4, 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 14.6.

14.6 Any dispute submitted for mediation under this clause 14 will be conducted in accordance with the IAMA Mediation and Conciliation Rules. The terms of the IAMA Mediation and Conciliation 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 IAMA appoint a mediator.

- 14.7 If a dispute referred to mediation under clauses 14.5 or 14.6 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 14 will be terminated and either party may commence legal proceedings in respect of the dispute.

15. 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.

16. GENERAL

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 This Agreement may be amended only by a written document signed by all parties.
- 16.6 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.
- 16.7 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.
- 16.8 This Agreement represents the entire agreement of the parties about its subject matter and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications. No party has entered into this Agreement relying on any representations made by or on behalf of the other party, other than those expressly made in this Agreement.
- 16.9 Subject to clause 3.1.1(d), both parties agree that despite Supplier best endeavours, that there may be occasions where outside of Supplier control, the web site is partially or fully not operational due to possible system problems, and that Supplier will use all endeavours to restore the system on such occasions as soon as possible. Supplier must give Client prompt notice thereof specifying the issues in reasonable detail with reasonable estimates of when services will be resumed in full.
- 16.10 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.

- 16.11 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.
- 16.12 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 transmission sent to the relevant email address 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 sent 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 Suzanne by its duly

EXECUTED by Clive by its duly



MANAGING DIRECTOR
Office held

MP. Medical Engagemer
Office held

ANDREW KALLEN
Name of authorised person (print)

T. D'ALESSANDRO
Name of authorised person (print)

20.04.2018
Date

19.4.2018
Date

SCHEDULE 1 – PROGRAM PARTICULARS

1. **Program Commencement Date:** Upon the Client's acceptance of all items in Schedule 1 3 (b) (Approximately 4-6 Weeks after signing)

2. **Term:** 36 months

This begins from the Program Commencement Date.

3. **Rewards Platform**

(a) **Rewards Platform Fee:** [REDACTED] Client Members

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 initial Rewards Program Fee for the first year of the Program will be payable as follows:
 - [REDACTED] on the Effective Date, and
 - [REDACTED] on the Program Commencement Date.
- 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 that exceed the minimum Client Member commitment per annum will be charged the annual Fee at the end of the month that access is activated.
- 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
Minimum commitment of [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Fraud Protocol Implementation	[REDACTED]

(b) **Rewards Platform Inclusions:** List of Rewards and Products shown in Schedule 2

Branded, Secure Digital access to discounts, benefits and offers

- Full access to Content Management System (CMS) that enables the Client to add or remove its own discounts, offers and benefits in the My Community section of the platform.
- Customise content and imagery on the Rewards Platform through Loyalty Corp only (Client to provide artwork).
- Add and replace banners on the platform homepage through Loyalty Corp only (Client to provide artwork).
- Provide live Reporting on the Rewards Platform including:
- Live reporting providing the following data:
 - Total number of members
 - Total number of orders
 - Total money spent
 - Total money saved
 - Member registrations
 - Member registration by time/day
 - Top 10 retailers
 - Members gender

Members age
Orders grouped by postcode

- LC will allow Client to perform data maintenance on members annually (e.g. remove users who are no longer members)
 - Client Member customer service (online)
 - 'Our Community' module
 - Points allocation for eCard & Gift Card purchases made within platform
 - eStore for points redemption (points + cash checkout method)
 - Supply of live Activity Reports in custom Admin Dashboard
 - Concierge Services (connections to Energy & Gas, Home Loans, Insurance, Telecoms)
 - Single sign-on interface (including implementation-testing support).
- (c) **Fraud Protocol Inclusions**
- Undertaking a Credit Card Verification for each new platform member before being able to transact AND
 - Undertaking a Credit Card Verification anytime a single user spends over an agreed threshold in a 24 hour period AND
 - Suspending the Client's account in the event fraud is detected over an agreed threshold AND
 - Notify the Client on each occasion that it discovers or suspects it or a Member has engaged in fraud

SCHEDULE 3 - 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 subscribe for access to the Program; and
 - (ii) 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 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. 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) Organisation is ultimately liable for any loss, damage, claim, fees, chargeback, demand and expense suffered or incurred by the Supplier as a result of a breach of the Program Terms and Conditions, and for any misuse, misconduct and fraudulent activity by the Organisation and/or its Members.
- (b) Supplier will not be liable for any damage to or any viruses which may affect, your computer on account of your access to this Program.
- (c) 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. 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, or which may arise directly or indirectly in respect of the Services supplied pursuant to this agreement or in respect of any failure or omission on part of the Supplier.

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) The Supplier does not warrant that any information or Service provided or referenced by this Program is either merchantable or accurate, that such information or service will fulfil any of your particular purposes or needs, or that such information or service does not infringe on any third party rights.
- (b) The 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.

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) Members acknowledge and agree that any use of Services is at their own risk.
- (c) Businesses providing Services in the Program reserve the right to change, modify or cancel any offers at their discretion.
- (d) Supplier will not be liable for any indirect, incidental, consequential or punitive damages arising out of access to, or use of, the Program.
- (e) In maintaining and operating this Program, Supplier relies upon information provided by third parties. The Supplier cannot provide a guarantee against loss, liability, damage and expense if a Business fails to honour an offer.

Termination and Suspension

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

Electronic Listings and Advertisements

- (a) 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.
- (b) 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.

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 you see that your item has been damaged in

transit, or upon 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 contact@loyalty.support

SCHEDULE 4 – 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);
- to communicate our related company's or a third party's marketing offers to you (when making the offer we will let you know how you may stop receiving any further marketing offers);
- 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 may share the information you provide with companies that are related us, through common ownership (including other affiliated companies within or outside Australia).

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).

We may share information about you with affiliated joint marketing partners and/or third parties whose products or services may be of interest to you. These third parties may contact you directly about their products and services in order to provide continuous improvement to the Program.

Where we use your personal information for marketing and promotional communications, you can opt out at any time by notifying us. Opt out procedures are also included in our marketing communications. If you do not want us to use your information for marketing purposes, or share your information with related companies for their own marketing purposes, please notify us by sending an email to the contact email listed below.

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

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 privacy@loyalty.support

