

Supplier Terms and Conditions

1. When Supplier Terms and Conditions apply

- 1.1. The Supplier Terms and Conditions (**Terms**) set out below only apply to the extent that the Supplier has not separately entered into an agreement with Sportsbet (**Primary Agreement**) which will govern the Purchase Order.
- 1.2. Subject to clause 1.1, these Terms apply to the Purchase Order.
- 1.3. These Terms will prevail over any other terms of offer or acceptance provided by the Supplier, except the Primary Agreement, to the extent of any inconsistency.

2. Delivery and title

- 2.1. The Supplier must deliver all items under the Purchase Order on or prior to the agreed delivery date with a delivery docket. The Supplier must only invoice Sportsbet under clause 3 for items which have been delivered in accordance with the delivery docket.
- 2.2. Sportsbet has 14 days to notify the Supplier of any discrepancy with a delivery (for example, incorrect quantity or a quality concern). Sportsbet will only pay for the goods or services delivered which are not subject to any discrepancy. The Supplier, as required, can invoice Sportsbet for any additional amount following resolution of the discrepancy.
- 2.3. Title to and risk in the products passes to Sportsbet immediately on delivery.

3. Charges and payment

- 3.1. The Supplier must render an invoice for the amount that is due for payment under the Purchase Order. Payment will be made within 30 days of the date of the invoice.
- 3.2. Invoices should be submitted to:
Post: **[Insert relevant details]**
Email: accounts.payable@sportsbet.com.au
- 3.3. The fees and charges as set out in the Purchase Order will be the full and exclusive remuneration of Supplier in respect of the Purchase Order.

4. Confidentiality

Each of the parties undertakes to the other:

- 4.1. to keep confidential all information (written or oral) concerning the business and affairs of the other that it has obtained or received as a result of discussions leading up to or the entering into or performance of this Purchase Order, including any information relating to pricing (Confidential Information);
- 4.2. not without the other's written consent to disclose the Confidential Information in whole or in part to any other person except those of its:
 - 4.2.1. employees involved in the implementation of this Purchase Order who have a need to know same and who are obligated to keep such information strictly confidential; and
 - 4.2.2. affiliates and professional advisers, who are obligated to keep such information strictly confidential, unless required by law to do so; and
- 4.3. to use the Confidential Information solely in fulfilling this Purchase Order and not for the benefit of any third party.

5. Intellectual Property

- 5.1. The Supplier assigns all intellectual property rights in any deliverable provided under the Purchase Order.
- 5.2. Clause 5.1 does not apply to the extent that those deliverables comprise of items in which the Supplier, or third parties, had pre-existing intellectual property rights. The Supplier grants a perpetual, non-exclusive, non-transferable, royalty free licence to use all pre-existing intellectual property rights referred to in this clause for use by Sportsbet in accordance with this Purchase Order.
- 5.3. The Supplier indemnifies Sportsbet against all loss, damage or expense arising in respect of any action or claim for alleged infringement of intellectual property rights provided to Sportsbet when used in accordance with this Purchase Order.

6. IT Security

The Supplier warrants and undertakes that it will:

- 6.1. observe, and ensure that its personnel observe, all of Sportsbet's directions and policies in relation to IT security and data protection and integrity, as notified by Sportsbet to the Supplier;
- 6.2. ensure that only its authorised and duly qualified personnel, as notified to Sportsbet, access Sportsbet's data, systems, networks or premises;
- 6.3. not, and ensure that its personnel do not:

- 6.3.1. use Sportsbet's systems, data, networks or premises other than for the purposes of fulfilling its obligations under this Purchase Order;
 - 6.3.2. purport to sell, let for hire, assign rights in or otherwise dispose of any of Sportsbet's systems or data or networks; or
 - 6.3.3. alter any of Sportsbet's systems, data or networks in any way, other than as required to fulfil its obligations under this Purchase Order; and
- 6.4. not, and ensure that its personnel do not, do anything which could compromise the security, quality, confidentiality or integrity of Sportsbet's systems, data or networks.

7. Termination

Either party may terminate this Purchase Order:

- 7.1. at any time by giving the other party not less than 15 days written notice. If terminated under this clause by Sportsbet, Sportsbet will pay for all deliverables delivered to date. If terminated by the Supplier, the Supplier will pay for any costs and losses actually and reasonably incurred by Sportsbet as a result of the early termination;
- 7.2. immediately if the other party breaches a material clause of this agreement and that breach is not remedied within 7 days of being notified of the breach; and
- 7.3. immediately if the other party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator appointed, or calls a meeting of its creditors or for any other reason ceases to carry on business, or if any of these events appear reasonably likely to occur.

8. Dispute Resolution

- 8.1. Negotiation. If there is a dispute between the parties relating to or arising out of this Purchase Order, then within five (5) days of a party notifying the other party of a dispute, authorised decision makers representing each party must meet and use all reasonable endeavours acting in good faith to resolve the dispute by joint discussions.
- 8.2. Mediation. If the dispute between the parties is not resolved within three (3) weeks of notification of the dispute under clause 8.1, or such further period as the parties agree, the parties must submit the dispute to mediation, administered by the Institute of Arbitrators and Mediators Australia (IAMA) (each party to pay its own costs). A party may not commence court proceedings in relation to a dispute until it has exhausted the procedures above, unless: (a) the party seeks appropriate injunctive or other interlocutory relief; or (b) the parties agree in writing.

9. Miscellaneous

- 9.1. If the Supplier causes any delay, which in turn delays Sportsbet from performing the obligations related to this Purchase Order, then the Supplier agrees to pay to Sportsbet all costs, expenses and losses reasonably incurred as a result of that delay.
- 9.2. The Supplier must not without the prior written consent of Sportsbet assign or sub-contract or otherwise delegate any of its rights or obligations under this Purchase Order.
- 9.3. To the extent that personal information (as defined in the Privacy Act 1988 (Cth) (Privacy Act)) is made available to or accessed by the Supplier in connection with this Purchase Order, the Supplier warrants and undertakes that it will comply with all of its obligations in the Privacy Act and handle personal information in accordance with the Privacy Act, solely in connection with the Purchase Order, and strictly in accordance with Sportsbet's policies and instructions.
- 9.4. To the full extent permitted by law:
 - 9.4.1. Sportsbet's liability (whether in common law, equity, contract, tort (including negligence), breach of statutory obligation or duty, repudiation or otherwise) under or in relation to this Purchase Order is limited to the fees paid or payable by Sportsbet under this Purchase Order during the 12month period preceding the date of the event giving rise to such liability; and
 - 9.4.2. Sportsbet will not be liable (whether in common law, equity, contract, tort (including negligence), breach of statutory obligation or duty, repudiation or otherwise) for any special, indirect, punitive or consequential losses or damages under or in relation to this Purchase Order (regardless of whether Sportsbet was notified of the possibility of such loss or damage arising).
- 9.5. In the event that any provision of this Purchase Order is determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or for any other reason, it will be void or unenforceable to that extent only and no further and the validity and enforceability of the other provisions of this Purchase Order will not be affected.
- 9.6. This Purchase Order will be governed by and construed in accordance with the laws of Victoria, and each party submits to the exclusive jurisdiction of the courts of Victoria.