

TERMS AND CONDITIONS

To the fullest extent legally permissible, all dealings between Edge Loyalty Systems Pty Ltd, ABN 96 138 299 288 whether trading as Lifestyle Rewards or otherwise ("LR") and the Reward Provider ("RP") in pursuance of this Agreement are subject to the following terms and conditions unless otherwise expressly agreed in writing:

1. **Appointment and Term:** (a) LR appoints RP for the term stated in Item 3 of the Schedule ("Term") from the commencement date stated in Item 4 of the Schedule; (b) This Agreement will automatically continue for a further Term unless terminated in accordance with clause 8.

2. **Obligations of LR:** (a) LR agrees to promote the business of RP to LR's members and clients ("LR Members"); (b) RP grants LR a non-exclusive licence to use RP's intellectual property including trademarks and logos (the "RP Licensed Material") for the purposes of marketing RP's business to LR Members (the "Licence"). LR will seek approval from the RP before distribution of the RP Licensed Material outside its standard use via the LR Members site. The Licence shall immediately cease on termination or expiration of the Term.

3. **Obligations of RP:** RP shall: (a) provide LR with the Redemption Process stated in Item 6 of the Schedule to be used by LR for promotional purposes at LR's complete discretion; (b) provide to LR Members when requested the discount, incentive or exclusive offer set out in Item 5 of the Schedule ("RP Promotion"); (c) actively market or promote the RP Promotion only to LR Members and shall not market or promote the RP Promotion on the same or better terms to the general public without the prior written consent of LR which consent may be withheld at LR's discretion; (d) provide the RP Promotion to every LR Member who meets the eligibility of the Redemption Process; (e) not use personal details of LR Members for any purpose other than providing the RP Promotion; (f) inform LR immediately in the event that any part or all of the RP Promotion becomes unavailable; (g) be responsible for all customer service relating to or arising from the RP Promotion, including, without limitation, management of LR Members claims, complaints, requests, recourses or litigation; (h) hold and continue to hold, for the term of this Agreement, a business insurance policy which includes public and product liability and/or professional liability insurance covering every type of damage that may be suffered by LR Members or any third party in the execution of the RP Promotion.

4. **Warranties of RP:** RP warrants: (a) that all of its intellectual property is valid and subsisting and does not infringe any intellectual property owned or entitled to be used by any third party; (b) that it has always complied and shall comply with the requirements of the applicable laws governing its operations and the RP Promotion, services and products.

5. **Liability and Indemnity:** RP indemnifies and must keep indemnified LR against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against LR or which LR may pay, sustain or incur as a direct or indirect result of any one or more of the following: (a) any breach or non-performance of this Agreement by RP; (b) any wrongful, wilful or negligent act or omission of RP or any of its employees, agents or contractors; (c) any claim by any RP Member of third party regarding the RP Promotion, service or product provided directly or indirectly by RP.

6. **Intellectual property:** Each party retains ownership of all pre-existing intellectual property. Ownership of all intellectual property created or developed in accordance with this Agreement shall vest in LR.

7. **Confidentiality:** The parties agree to keep confidential (a) the terms and subject matter of the agreement; (b) all information relating to the disclosing party and its business; (c) all information that is reasonably considered confidential save where such information enters the public domain other than by breach of confidentiality and/or where such disclosure is required by law and/ or is made in confidence to that recipient party's legal or accounting advisors.

8. Termination: (a) Either party may terminate this Agreement at any time by written notice served not less than 3 months prior to the expiry of the current Term; (b) Notice will be effective as and from completion of the current Term; (c) Failure to give notice in accordance with this clause will result in the Agreement automatically continuing for a further Term; (d) Either party may terminate this Agreement with immediate effect by written notice if the other party commits a breach of this Agreement which remains unremedied for a period of 14 days after receiving written notice of the breach.

9. General: (a) No terms and conditions sought to be imposed on LR by RP shall apply; (b) Each party must promptly execute and deliver all documents and take all other actions necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement; (c) RP must not assign or transfer any rights or obligations under this Agreement without the prior written consent of LR; (d) Each provision of this Agreement is severable from the others and no severance of a provision will operate to affect any other provision; (e) This Agreement is governed by and shall be construed in accordance with the laws in the State of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria; (f) This Agreement constitutes the entire Agreement between the parties and all previous negotiations, representations and the like are merged in and superseded by this Agreement and shall not otherwise apply.