



SNIIP™ RETAILER TERMS AND CONDITIONS

Sniip (Australia) Pty Ltd ACN 161 862 068 of 31 Navigator Place, Hendra, Queensland, 4011 (Sniip™)

AGREEMENT

Sniip™ agrees to provide the Services and Retailer agrees to accept the Services outlined in the following Terms and Conditions.

Services	<p>Sniip™ will:</p> <ul style="list-style-type: none"><input type="checkbox"/> (Sniip™ App) Make the Sniip™ App available to the Retailer and its Customers to be downloaded on to a Mobile Device for use in accordance with these Terms and Conditions and the Terms of Use.<input type="checkbox"/> (Sniip™ QR Codes) Provide the Retailer with Sniip™ QR Codes for use in accordance with these Terms and Conditions.<input type="checkbox"/> (Support) Provide the Retailer with technical support in relation to the use of the Sniip™ App by providing:<ul style="list-style-type: none"><input type="checkbox"/> the Sniip™ QR Codes;<input type="checkbox"/> training to allow the Retailer to assign a Sniip™ QR Code to the Retailer's products for sale of those products via the Sniip™ App;<input type="checkbox"/> (Sniip™ Trade Mark) grant the Retailer a licence to use the Sniip™ App and the Sniip™ Trade Mark on the terms in these Terms and Conditions;
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1 Definitions and interpretation

1.1 **(Definitions)** The meanings of the terms used in these Terms and Conditions are set out below.

Business Day means a day other than a Saturday or Sunday or a day that is partly or wholly observed as a public holiday in Brisbane, Queensland, Australia.

Claim includes any claim, notice, demand, action, proceeding, litigation, investigation, audit, judgment, damage, Loss, cost, expense or liability however arising present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to these Terms and Conditions.

Confidential Information means in relation to a party to these Terms and Conditions, information relating to the party's business, computer systems or affairs and includes any trade secrets, know-how, scientific and technical information; product, customer, marketing or pricing information; information in relation to these Terms and Conditions; and any other information which the party notifies the other is confidential, or which the other party knows or ought to know is confidential.

Consequential Loss includes any direct or indirect loss of profit or revenues, loss of production, loss of opportunity, loss by reason of full or partial shutdown or non operation, increased cost of borrowing capital or financing, or loss of use, whether caused by or contributed to by a breach of contract or statute, breach of warranty (express or implied), tort, strict liability, or any other cause whatsoever.

Customer means a customer or end consumer of the Retailer's products.

Data means all data, information, text, drawings, statistics, analysis and other materials.

Documents means all documents, specifications, designs, plans, reports, products, equipment, information, data, concepts, inventions, processes, formulae, know-how, graphic layouts, images and software whether



in written, printed, electronic or other form prepared (or, where the context requires, to be prepared) by Sniip™ as required by these Terms and Conditions.

General Conditions means these General Conditions of Terms and Conditions set out in these Terms and Conditions.

Insolvency Event means the occurrence of any one or more of the following events regarding any party to these Terms and Conditions:

- (a) a meeting has been convened, resolution proposed, petition presented or order made for the winding up of that party;
- (b) a receiver, receiver and manager, provisional liquidator, liquidator, or other officer of the Court, or other person of similar function has been appointed regarding all or any material asset of the party;
- (c) a security holder, mortgagee or chargee has taken attempted or indicated an intention to exercise its rights under any security of which the party is the security provider, mortgagor or chargor; or
- (d) an event has taken place with respect to the party which would make, or deem it to be, insolvent under any law applicable to it.

Intellectual Property Rights means any and all current and future intellectual and industrial property rights and interests, including any:

- (a) patents, trade marks, service marks, rights in designs, trade names, copyrights, utility models, eligible layout rights and topography rights, inventions, discoveries, trade secrets, know how, software and improvements;
- (b) applications for, or right to apply for registration of any of them;
- (c) rights under licences and consents in relation to any of them; and
- (d) other forms of protection of a similar nature or having equivalent or similar effect to any of them,

in Australia and the world, whether registered or unregistered, for the duration of the rights and interests.

IP Materials means material in whatever form, including documents, specifications, text, drawings, statistics, analysis, designs, plans, reports, products, equipment, information, data, concepts, inventions, processes, formulae, know-how, graphic layouts, code, images and software and includes, as the context requires, the Documents.

Loss includes any loss, damage, cost, charge liability (including tax liability) or expense (including legal costs and expenses).

Mobile Device means any tablet, smartphone and internet kiosk and any device that is or is intended to be portable and can be or is connected by wifi or GSM, excluding laptops.

Services means the services set out on page one of these Terms and Conditions.

Sniip™ App means a 'scan to buy' application which enables Customers and the general public to interact with the Retailer using various techniques and tools designed and developed from time to time by Sniip™.

Sniip™ Materials means all IP Materials owned or licensed by Sniip™ provided by or on behalf of Sniip™ to the Retailer for the purposes of these Terms and Conditions, including but not limited to the Sniip™ App, Sniip™ QR Codes and the Sniip™ Trade Mark.

Sniip™ Parties means Sniip™ and its directors, officers and employees.

Sniip™ QR Code means the Sniip™ circular quick response code and includes printed codes and linear barcodes which when scanned by a Mobile Device, actions or initiates a task such as the purchase of a product, the provision of additional information, web browsing or similar activities.



Sniip™ System means a 'scan to buy' strategy, technique, method and process, using the Sniip™ Materials.

Terms of Use means the terms of use of the Sniip™ App from time to time that users of the Sniip™ App must accept before using the Sniip™ App.

Third Party Claims means all Claims by any third party against any Sniip™ Party arising out of or in connection with these Terms and Conditions including any Claims made by a Customer relating to:

- (a) the fitness for purpose or merchantability of the Retailer's products;
- (b) any act or omission by the Retailer; and
- (c) the failure of the Retailer to deliver its products in accordance with the Customer's directions or requests.

1.2 **(Interpretation)** In these Terms and Conditions, unless expressly stated otherwise:

- (a) the singular includes the plural and the plural includes the singular;
- (b) words of any gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in these Terms and Conditions have a corresponding meaning;
- (d) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any authority as well as an individual;
- (e) headings are for convenience only and do not affect the interpretation of these Terms and Conditions;
- (f) references to items are references to items in these Terms and Conditions and references to clauses are references to clauses in these Terms and Conditions;
- (g) no provision of these Terms and Conditions will be construed adversely to a party because that party was responsible for the preparation of these Terms and Conditions or that provision;
- (h) specifying anything in these Terms and Conditions after the words 'includes', 'including' or 'for example' or similar expressions does not limit what else is included.

2 Retailer must use Sniip™ System exclusively

During the term of these Terms and Conditions, the Retailer must not use or make available to its Customers any scan to buy system, technology or process, except for the Sniip™ System.

3 Advertising, marketing and promoting the use of the Sniip™ System

3.1 **(Advertising the use of the Sniip™ System)** The Retailer agrees to promote the use of the Sniip™ System by its Customers and potential Customers whenever it uses any of the following types of advertising:

- (a) mobile advertising;
- (b) social media advertising;
- (c) in-app advertising;
- (d) display advertisements on review sites;
- (e) press advertisements in catalogues, magazines and newspapers;
- (f) out of home (such as bus and train stations, metrolites);



- (g) the Retailer's desktop and mobile websites;
 - (h) other media channels including TV and radio; and
 - (i) such other methods approved by Sniip™ from time to time.
- 3.2 **(Use of Sniip™ App)** The Retailer agrees to include a one-third page advertisement on the inside front cover of the Retailer's catalogue to inform and educate users how to use the Sniip™ App.
- 3.3 **(Media Release)** The Retailer must not distribute any media release or other public statement or announcement which refers to Sniip™ without the prior consent of Sniip™.
- 3.4 **(Social Media)** The Retailer agrees to use the following types of social media marketing in co-operation with Sniip™ to promote the use of the Sniip™ System to purchase the Retailer's products:
- (a) incentives for a first purchase through the Sniip™ App;
 - (b) use of game-based campaigns to achieve engagement from Customers;
 - (c) celebration of milestones (e.g. for the 10,000th purchase through the Sniip™ App);
 - (d) promotion of exclusive deals for Sniip™ App users only;
 - (e) event driven marketing to the Retailer's database explaining the operation of the Sniip™ App; and
 - (f) such other methods approved by Sniip™ from time to time.
- 3.5 **(In-store)** The Retailer agrees to promote the use of the Sniip™ System to purchase the Retailer's products in its in-store marketing campaigns by using methods including the following:
- (a) pull up banners;
 - (b) coasters;
 - (c) tags;
 - (d) posters;
 - (e) table top tents at point of sale;
 - (f) product price stands;
 - (g) window and other in-store displays;
 - (h) store receipts;
 - (i) promotion within the in-store sales staff to incentivise them to use the Sniip™ App and encourage shoppers to download it and try it for in-store purchases to be collected in-store; and
 - (j) such other methods approved by Sniip™ from time to time.
- 3.6 **(Raise internal awareness)** The Retailer agrees to use the following types of internal incentives within its organisation to promote the use of the Sniip™ System by to purchase its products:
- (a) incentives for staff to share any social updates regarding the launch of the Sniip™ App;
 - (b) incentives for staff to write reviews of the Sniip™ App on the Apple App Store and Google play; and
 - (c) use a download widget on the Retailers website, email signatures and e-newsletters.



3.7 **(Provide 'Scan to Buy' option to Customers)** The Retailer agrees:

- (a) to ensure that, whenever a Customer has the opportunity to view a product of the Retailer and its price, the Retailer gives the Customer the ability to purchase the product using the Sniip™ System;
- (b) to ensure that in all its advertising material, whether in hard copy or electronic or soft copy:
 - (i) the Retailer must make available to its Customers a 'scan to buy' option of purchasing the Retailer's product using the Sniips™ App and Sniip™ QR Codes;
 - (ii) the Sniip™ QR Code must appear within close proximity to the advertisement of the product to which the code relates;
 - (iii) the Sniip™ QR Code must be of a size and in a location that is reasonably identifiable to Customers;
 - (iv) at least two Sniip™ QR Codes should appear on each page of the advertising material; and
 - (v) the phrase 'scan to buy now with Sniip™' must appear next to the Sniip™ QR Code in the Retailer's advertising material. This phrase must be in a font size and colour that is reasonably identifiable to Customers;
- (c) to submit all artwork and advertising material using the Sniip™ QR Codes or the Sniip™ branding to Sniip™ for approval (not to be unreasonably withheld or delayed) two weeks prior to production;
- (d) to give Sniip™ all necessary information required to allow Sniip™ to assign a Sniip™ QR Code to each of the Retailer's products;
- (e) to display the Sniip™ QR Code in-store in reasonable proximity to the product to which the code relates;
- (f) not to use any other code or image as an alternative to the Sniip™ QR Code without the prior written consent of Sniip™; and
- (g) comply with the directions, policies and procedures published by Sniip™ from time to time.

4 Assistance and co-operation by Retailer

The Retailer agrees to provide Sniip™ with all reasonable assistance and co-operation necessary to enable Sniip™ to enable Sniip™ to fully implement the Sniip™ System and enable Sniip™ to provide the Services.

5 Data protection

Sniip™ will take reasonable steps to protect Customer information and the Retailer's Confidential Information in its possession from unlawful disclosure, use and loss.

6 Confidentiality

- 6.1 **(Non disclosure)** The parties agree to keep confidential all Confidential Information and subject to clause 6.2, neither party may disclose Confidential Information of the other party without the prior written consent of the other party.
- 6.2 **(Permitted disclosure)** Either party may disclose Confidential Information of the other party which:
 - (a) at the time of disclosure is in the public domain, but not as a result of a breach of clause 6.1;



- (b) is required to be disclosed for the purposes of performing its obligations under these Terms and Conditions;
- (c) is necessary for the purpose of obtaining any consent or approval;
- (d) is required to be disclosed to its officers, employees, professional advisers or bona fide investors or purchasers of Sniip™'s business or shares and their professional advisers;
- (e) is required to be disclosed by law, court order or any applicable stock exchange listing rules.

6.3 (Use of Confidential Information) A party must:

- (a) use the Confidential Information solely for the purpose of performing the party's obligations under these Terms and Conditions; and
- (b) not directly or indirectly exploit the Confidential Information in any way for the party's or any other person's benefit, profit or advantage except for performing the party's obligations under these Terms and Conditions.

6.4 (Return of Confidential Information) A party must:

- (a) return to the other party any Confidential Information of the other party on demand; or
- (b) when directed by the other party, delete or destroy any Confidential Information of the other party obtained or stored electronically,

except to the extent that the Confidential Information is incorporated in documents which the party is required to retain under any law.

7 Intellectual Property Rights

- 7.1 **(Sniip™ Materials – ownership)** All Sniip™ Materials are and remain the sole and exclusive property of the Sniip™ and Sniip™ has the sole right to control, access and maintain the Sniip™ Materials. The Retailer acknowledges that it does not own any Intellectual Property Rights in the Sniip™ Materials and will not claim any interest in such Intellectual Property Rights.
- 7.2 **(Sniip™ Materials - Retailer's licence to use)** Sniip™ grants to the Retailer a non-exclusive, royalty free, perpetual, irrevocable, worldwide licence (including the right to sub-licence) to use the Intellectual Property Rights in the Sniip™ Materials but only to the extent required to enable the Retailer to enjoy the benefit of the Services and to comply with its obligations under these Terms and Conditions and only for so long as the Retailer complies with its obligations under these Terms and Conditions.
- 7.3 **(Retailer Material)** The Retailer hereby grants to Sniip™ a non-exclusive, royalty free, perpetual, irrevocable, worldwide licence (including the right to sub-licence) to use the Intellectual Property Rights in the Retailer's logo and trade mark (if any) for the purpose of providing the Services and advertising, marketing and promoting the Sniip™ System.

8 Termination

- 8.1 **(Termination by notice)** Sniip™ may terminate these Terms and Conditions by giving 1 months' notice to the Retailer.
- 8.2 **(Termination by either party)** Either party may immediately terminate these Terms and Conditions by written notice to the other party if either of the following occurs:
 - (a) the other party is in breach of its obligations under these Terms and Conditions and does not remedy the breach (to the extent that it can be remedied) within 14 days after receiving a written notice from the first party specifying the breach and requiring it to be remedied; or
 - (b) the other party is the subject of an Insolvency Event.



- 8.3 **(Affect of termination or expiry)** Termination or expiry of these Terms and Conditions will not affect the operation of clauses 1, 7, 8, 9, 12 and 13 or any rights or remedies already accrued to either party under, or in respect of any breach of, these Terms and Conditions. Expiry of these Terms and Conditions will not affect the terms of this Agreement as they apply to Services provided prior to expiry.
- 8.4 **(Effect of termination)** On the expiry or termination of these Terms and Conditions:
- (a) the licence granted under clause 7.2 ends; and
 - (b) the Retailer must cease using the Sniip™ Materials and return to Sniip™ all Sniip™ Materials and all of Sniip's™ equipment, information, documents, records and other property in the Retailer's possession or control.

9 Retailer's acknowledgments

The Retailer acknowledges that:

- (a) Access to and availability and use of the Sniip™ App by the Retailer and its Customers may be interrupted from time to time for various reasons including scheduled and unscheduled maintenance and other reasons beyond the reasonable control of Sniip™.
- (b) The performance of the Sniip™ System (including response time) depends on numerous factors including circumstances outside Sniip™'s control, including:
 - (i) the state of the relevant telecommunications networks and their interconnections; and
 - (ii) the state of the relevant internet service providers, network congestion and the Retailer's own systems.

10 Liability and Third Party Claims

- 10.1 **(Limitation of Liability)** The aggregate liability of Sniip™ to the Retailer arising out of or in connection with these Terms and Conditions will in no event exceed an amount equal to the lower of the Service Fees paid under these Terms and Conditions and [\$100,000].
- 10.2 **(Exclusion of Liability)** Sniip™ is not liable to make any payment under a Claim for any Loss arising out of or in connection with:
- (a) the loss of the Retailer's Data;
 - (b) an interruption to the availability of the Services or the Sniip™ System;
 - (c) the speed or timeliness of the provision of the Services or the Sniip™ System;
 - (d) the security of the Sniip™ System;
 - (e) any errors in the Sniip™ System;
 - (f) any loss of custom or reputation of the Retailer as a result of the provision of the Services or the use of the Sniip™ System;
 - (g) any inability of the Retailer or its Customers to access the Sniip™ System; or
 - (h) the performance of the Sniip™ System.
- 10.3 **(Disclaimer)** The Sniip™ System is made available on an as is basis and no warranty is made as to the features that are or will be included in the Sniip™ System during the term of these Terms and Conditions. The use of the Sniip™ System is at the Retailer's risk and to the extent permitted by law all terms, conditions, warranties, indemnities and statements (whether express, implied, written, oral, collateral, statutory or otherwise) which are not expressly set out in these Terms and Conditions are excluded and, to the extent they cannot be excluded, Sniip™ disclaims all liability in relation to them.



- 10.4 **(No consequential loss)** Notwithstanding any other provision of these Terms and Conditions, neither party will be liable to the other for any indirect or Consequential Loss suffered or incurred by them arising out of or in connection with these Terms and Conditions.
- 10.5 **(Indemnity for third party claims)** The Retailer indemnifies and keeps indemnified the Sniip™ Parties against and from all Third Party Claims and must pay any amount due under this indemnity on demand.

11 Assignment

Sniip™ may assign its rights and obligations under these Terms and Conditions. The Retailer must not assign or deal with its rights under these Terms and Conditions without the prior written consent of Sniip™.

12 Notices

- 12.1 **(Written notices)** Notices under these Terms and Conditions must be in writing and may be delivered by hand, by pre-paid post, by facsimile or electronic mail to the addresses specified in these Terms and Conditions or such other address as may be notified by a party to the other party.
- 12.2 **(Method and delivery of notice)** Notices will be deemed to have been given:
- (a) in the case of hand delivery, upon delivery to an officer or other duly authorised representative of the receiving party;
 - (b) in the case of posting where both parties are located in Australia on the second Business Day following the date of posting;
 - (c) in the case of posting where one party is located outside Australia on the fifth Business Day following the date of posting;
 - (d) in the case of facsimile when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the facsimile to the correct facsimile number provided this occurs before 5pm on a Business Day, otherwise the next Business Day; and
 - (e) in the case of electronic mail, when the sender of the notice sends the notice provided that:
 - (i) the sender's system identifies that the notice was addressed to the correct electronic address of the intended recipient; and
 - (ii) an answer-back or message failure notice is not received with 24 hours of sending, provided the notice was sent before 5pm on a Business Day, otherwise the next Business Day.
- 12.3 **(Addresses)** The contact information set out on page one shall be the contact information for the purposes of clause 12.1.

13 General

- 13.1 **(Priority)** If there is any inconsistency, conflict, ambiguity or discrepancy between any of the documents forming these Terms and Conditions, then the following descending order of precedence will apply to resolve the inconsistency, conflict, ambiguity or discrepancy:
- (a) the formal instrument of agreement;
 - (b) the General Conditions in these Terms and Conditions;
 - (c) annexures to this document, if any.
- 13.2 **(Governing law and jurisdiction)** These Terms and Conditions is governed by the laws of the state of Queensland. The parties irrevocably submit to the exclusive jurisdiction of the courts of the state of Queensland and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms and Conditions.



- 13.3 **(Severability and enforceability)** Any provision of these Terms and Conditions that are prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of these Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction.
- 13.4 **(Waivers)** No party to these Terms and Conditions may rely on the words or conduct of any other party as a waiver of any right or remedy unless the waiver is in writing and signed by the party granting the waiver.
- 13.5 **(Entire agreement and no reliance)** These Terms and Conditions supersede all previous agreements in respect of its subject matter and embodies the entire agreement between the parties in respect of its subject matter. No reliance is to be placed by the Retailer on any representation, promise or other inducement made or given or alleged to be made or given by Sniip™ prior to the date of execution of these Terms and Conditions.
- 13.6 **(Amendment to these Terms and Conditions)** An amendment of any term of these Terms and Conditions must be in writing and signed by the parties.
- 13.7 **(Counterparts)** These Terms and Conditions may be executed in any number of counterparts.
- 13.8 **(To the extent not excluded by Laws)** The rights, duties and remedies granted or imposed under these Terms and Conditions are additional to and not exclusive of any rights, duties or remedies provided by law and operate to the extent not excluded by law.
- 13.9 **(Further action to be taken at each party's own expense)** Each party must, at its own expense, do all things and execute all documents necessary to give full effect to these Terms and Conditions and the transactions contemplated by it.
- 13.10 **(Special conditions)** The special conditions (if any) set out in item 8 are read and construed as part of these Terms and Conditions.