

Platform Terms for Supplier

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1. Platform overview

1.1 Functionality overview

Marlau Nominees Pty Limited trading as Paramount Liquor (ABN 18 056 365 327) (Operator) owns and operates the Paramount Liquor Platform (Platform) which connects suppliers and buyers of goods and associated services (who are customers of the Operator) via the Platform and also allows Customers to purchase products from the Operator from the Operator's own stock.

The Platform includes, at the date of and subject to these Terms, functionality which allows the Supplier to:

- (a) list Products and Offers;
- (b) publish a Supplier Return Policy;
- (c) accept or reject Orders;
- (d) receive payment for fulfilled Orders, less Platform Fees and Processing Fees;
- (e) communicate with Customers in relation to Products, Offers, Orders and Contracts;
- (f) respond to any claims raised by Customers in relation to Contracts; and
- (g) receive other services which the Operator may offer to the Supplier in connection with the Platform (for example, advertising or data insights).

1.2 Roles of Supplier and Operator

The parties acknowledge and agree that:

(a) for each Order that the Supplier accepts, the Supplier agrees to transfer title to the Confirmed Products to the Operator to enable the Operator to then contract directly with the Customer for the supply of the Confirmed Products on the terms of:

1.any applicable Offer;

2.the Supply T&Cs; and

3.any other terms agreed in writing by the Operator and the Customer and signed by or on behalf of each of them, (Contract);

(b) the Supplier, not the Operator, is responsible to the Customer for performing all obligations in respect of the supply of Products under a Contract;

(c) the Operator is not:

1.the agent of a Customer or the Supplier, except with respect to acts done on behalf of the Supplier as permitted by clauses 3.1(a), 3.1 (c) and 4(e); or

2.a guarantor of the Supplier's or a Customer's obligations under these Terms, any Customer Terms or a Contract and does not give any representations or warranties in relation to any Customer;

(d) the Operator's role in connection with a transaction the subject of a Contract is limited to:

1.facilitating the placement of the Order and execution of the transaction via the Platform;

2.providing messaging, and facilitating direct messaging between the Supplier and the Customer, related to the Order and the execution of the transaction;

3.assessing the Customer's credit worthiness with regard to each transaction;

4.accepting or declining to process the transaction;

5.acquiring title to the Confirmed Products the subject of an Order from the Supplier and supplying the Order to the Customer in accordance with the Contract;

6.collecting Customers' payments under the Contract and remitting the payments (less amounts deducted in accordance with these Terms) to the Supplier; and

7.where the Customer is entitled under the Customer Terms to a refund of any payment made by the Customer for an Order, refunding the payment to the Customer (on behalf of the Supplier in respect of an accepted Order), in accordance with these Terms;

(e) to avoid doubt:

1.supply of Products by the Supplier to the Operator and then onto Customers via the Platform is separate to all supplies of goods by the Supplier to a Paramount Liquor customer by any other distribution method;

2.except for any Contract under these Terms between the Supplier and a Paramount Liquor customer as Customer, no other agreement between the Supplier and a Paramount customer applies to any supply of Products by the Supplier to Customers via the Platform; and

3.without limiting clause 1.2(e)(2), a Paramount customer will not be entitled to claim 'trading terms' in respect of the supply of Products via the Platform unless agreed as part of any Contract under these Terms between the Supplier and the Paramount customer as Customer (but, to avoid doubt, a Paramount customer may claim 'trading terms' in respect of its supply of Products via the Platform under any agreement it has with the Supplier pursuant to the terms of that agreement); and

(f) the Supplier is responsible for:

1.all its own costs of using the Platform and supplying and delivering the Products under a Contract; and

2.providing, maintaining and updating its own software and hardware systems to access and use the Platform and meet the technical system requirements for the Platform as updated from time to time.

2. Supplier's access to and use of the Platform

2.1 Registration on the Platform

(a) The Supplier must apply to register an account for access to and use of the Platform (Supplier Account).

(b) The Supplier must not apply to register a Supplier Account unless:

1.the statements in clause 5; and

2.all other information and evidence the Supplier provides to support the Supplier's application for a Supplier Account, are true, accurate, complete and up to date.

(c) The Supplier will not be given access to or use of the Platform unless the Operator, in its discretion, accepts the Supplier's application to register a Supplier Account and the Supplier Account is registered.

(d) Once registered, the Supplier must ensure that all information and evidence the Supplier provided to support the Supplier's application for registration is promptly updated from time to time, so that all such information and evidence held by the Operator in relation to the Supplier's registration and the Supplier Account is at all times true, accurate, complete and up to date.

(e) The Supplier is responsible for:

1.keeping confidential and secure the login and password for its Supplier Account; and

2.all activity on the Platform using such login details.

2.2 Listing of Products and Offers on the Platform

(a) The Supplier must only list Products and Offers on the Platform and agree other terms with Customers (whether via the Platform or otherwise) where the Supplier and the Products, Offers and any other agreed terms the subject of or applicable to such listing each complies with clause 2.2 (b) in respect of the listing.

(b) The Supplier must ensure that:

1.the Products it lists on the Platform:

A. may be legally supplied in Australia in the manner contemplated by these Terms;

B. otherwise comply with applicable law (including in relation to product safety and information such as mandatory safety and information standards and country of origin labelling) and these Terms; and

C. meet any category or other specifications on the Platform for the listing of the Products;

2.the Offers it uploads or links to on the Platform in respect of any Products and any other terms it agrees with Customers comply with applicable law (e.g., they do not contain any terms which would contravene the Australian Consumer Law) and these Terms;

3.the Supplier inputs and keeps up to date all information about the Products and Offers which the Operator designates from time to time on the Platform as mandatory;

4.the information the Supplier enters on the Platform is clear, complete, accurate, up to date, not misleading or deceptive and otherwise complies with all applicable laws (and does not omit any information required by applicable laws), and the Supplier must immediately update or remove any such information as required to ensure this from time to time. Such information includes:

A. information, specifications, ingredients, alcohol content, data, images, and other content in respect of the Products (Content);

B. the price of the Products takes into account any applicable Container Deposit Legislation (CDL or CDS) levies or charges and the Supplier is entirely responsible for, and indemnifies the Operator in relation to, the remittance of any CDL levies or charges as well as all applicable taxes that may be payable on any Products supplied via the Platform; and

C. delivery information and delivery charges, and the Supplier must either expressly state that the price of the Products includes delivery or specify itemised delivery charges as part of the total price of the Order;

5.the Supplier complies with all applicable laws in respect of the listing and supply of Restricted Products on and via the Platform;

6.the Supplier has the right to reproduce, publish and communicate to Customers, via the Platform, all Content the Supplier uploads to the Platform, and that the reproduction, publication and communication of such Content on the Platform as contemplated by these Terms will not infringe or contravene any person's rights (including intellectual property or moral rights) or any law;

7.the Products and their manufacture, production, export, import, supply, delivery and resupply, as listed on the Platform or supplied in fulfilment of an Order, do not infringe any person's intellectual property rights or moral rights or amount to any passing off or misleading or deceptive conduct;

8.the Supplier has all necessary permits, licences and accreditations to produce, store, warehouse, export, import, supply and deliver all of the Products that it lists on the Platform (including any Restricted Products), and the Supplier must provide the Operator with copies of such permits, licences and accreditations on request at any time;

9.the Supplier has the legal right, financial means, capability and resources to supply the Products it lists on the Platform, to each area in Australia to or in which the Supplier represents on the Platform it supplies the Products, in quantities sufficient to meet reasonably anticipated demand; and

10.the Supplier does not engage in any form of modern slavery in supplying the Products or otherwise in conducting its business or undertaking, and the Supplier represents and warrants that it is not aware of any person in its supply chain in respect of the Products that engages in any form of modern slavery.

(c) The Supplier must ensure it complies with this clause 2.2 at the time of listing a Product or Offer and for so long as the listing remains on the Platform.

(d) Without limiting the Supplier's responsibility in respect of information it is responsible for, the Supplier acknowledges and agrees that, where the Product is offered on the Platform by another seller, the Content the Supplier enters on the Platform in respect of the Product may be aggregated on the Platform with content from other sellers of the Product to provide a single view of the Product, and as a result the information relating to the Product on the Platform may not exactly match the Content entered by the Supplier in respect of the Product.

2.3 Suspension, correction or removal of non-compliant listings

(a) Without limiting the Supplier's responsibility to comply with clause 2.2 or the Operator's other rights and remedies in respect of a breach of these Terms by the Supplier, if the Supplier has not complied with clause 2.2 in respect of any listing of a Product or Offer, the Operator may:

1.suspend the Supplier's listing of the Product and/or Offer (where the Product and/or Offer will no longer be visible on the Platform for new transactions, without affecting existing Contracts) immediately without prior notice pending rectification pursuant to clause 2.3(a)(2);

2.notify the Supplier of the non-compliance and require the Supplier to rectify the non-compliance within 2 Business Days (or any longer time period provided in the notice); and

3.remove the listing of the Product and/or Offer if the Supplier fails to rectify the non-compliance by the time required under clause 2.3(a)(2).

(b) The Operator may also suspend or remove listings of relevant Products and Offers and cancel or reverse pending transactions immediately without prior notice if the Operator determines in good faith that:

1.an unacceptable level of Customer complaints have been made about the Supplier, the Product(s) or the Offer;

2.the Product presents a risk of personal injury, death or property damage or is subject to a product correction, withdrawal or recall;

3.the Supplier has otherwise breached these Terms relating to the Product or Offer; or

4.there is another reason which the Operator considers in good faith should be addressed by suspension or removal of the Product or Offer from the Platform.

2.4 Processing and reversing transactions

(a) The Operator may:

1. decline to process a transaction the subject of an Order (for example, where the Customer is on (credit hold")); or

2. cancel or reverse a transaction the subject of an Order (for example, where the Customer's payment has been declined),

3. independently of (and including after) any acceptance or rejection of the Order by the Supplier, for example where there has been an error in a Product or Offer description or in the circumstances described in clause 2.3(b). In such case, the Operator will notify the Customer of the decline, cancellation or reversal and, if payment from the Customer has been received, refund the payment to the Customer.

(b) The Operator may set payment processing fees to be paid by the Customer (Processing Fees), to cover some or all of the transaction costs (e.g. credit card fees) that the Operator or any related body corporate incurs in processing a transaction, and the Operator is entitled to any Processing Fees paid by a Customer.

2.5 Acceptance or rejection of Orders

(a) If the Operator accepts to process a transaction the subject of an Order, the Order will be sent to the Supplier for acceptance or rejection.

(b) The Supplier may in its discretion accept or reject (in whole or in part) any Order. References to an accepted Order in these Terms include a partially accepted Order.

(c) If the Supplier rejects (in whole or in part) any Order, the Supplier must:

1. using the relevant functions of the Platform, in good faith provide the Operator reasons for the Supplier's rejection (or partial rejection) of the Order; and

2. respond within a reasonable time (and no later than 18 hours) to any queries or messages sent by the Operator regarding such reasons.

2.6 Supply of Products

(a) The Supplier must comply with all of its obligations under each Contract.

(b) The Supplier must supply the Confirmed Products to the Customer in accordance with these Terms and the Contract and ensure that such Products:

1. are of Acceptable Quality, fit for their usual or customary purpose, and free of any defect, damage, encumbrance, security interest or third party rights;

2. are produced, manufactured, labelled, presented, and described in compliance with all relevant laws, industry codes and Purchase Orders;

3.are free from any defect or fault and are safe and properly and safely packaged so that they can be delivered to Customers in good and merchantable condition; and meet all requirements for the listing of such Products in clause 2.2(b).

2.7 Delivery of Products and time for shipping

(a) The Supplier acknowledges and agrees that:

1.it is responsible for the delivery of all Confirmed Products to Customers, including determining the means by which transport and delivery are to occur, in accordance with these Terms, the Contract and all applicable laws;

2.Chain of Responsibility: it will comply with the obligations and standards established within federal and state laws, regulations, and guidelines to promote health and safety in the transport and logistics industry;

3.It will ensure that all lead times given to transport providers are adequate to perform the task safely, that procedures are in place to ensure drivers do not work while fatigued and that the terms of consignment do not encourage or provide incentive to drive in breach of regulations; and

4.it bears the risk of loss or damage to the Products until delivery to the Customer occurs, and any applicable Offer and the Contract must be consistent with this.

(b) The Supplier must, in a timely manner (and within 18 hours), enter on the Platform information on the status of shipping, transportation and delivery of Confirmed Products to Customers, including the logistics provider, the delivery tracking details, a 'delivery shipped' update and a 'delivery completed' update (which must include uploading a signed 'Proof of Delivery' in a form acceptable to the Operator).

(c) The Supplier acknowledges and agrees that:

1.the Supplier must either "Accept" or "Reject" an Order within 18 hours of the Customer placing the Order.

2.The Operator will, after the Supplier has "Accepted" an Order, assess the Customer's credit worthiness and if acceptable to the Operator, will generate and issue an invoice to purchase the Confirmed Products from the Supplier, and will instruct the Supplier to Ship the Order to the Customer (which must then occur within 18 hours).

3.the Supplier should not ship before the status on the Platform changes to 'Accepted' (signifying the Customer's credit status is acceptable for the Order) for an accepted Order; and

4.if the Supplier ships an accepted Order before the status on the Platform has changed to 'Accepted' for that Order, the Operator is not liable to the Supplier for payment for that Order to the extent that payment for that Order is not subsequently received by the Operator via the Platform.

(d) The Supplier must, within 18 hours of delivery, confirm on the Platform the date and approximate time when delivery of Confirmed Products to the Customer has occurred, including uploading a signed 'Proof of Delivery' in a form acceptable to the Operator.

(e) Where the Supplier has listed any Restricted Products on the Platform, the Supplier must ensure that its delivery of the Restricted Products complies with all applicable laws and best practice, including verifying that the person accepting delivery of the Restricted Products is of the age required by law, and that any sub-contracted delivery providers so comply.

2.8 Service levels and Suspension Criteria

(a) The Supplier agrees to maintain a consistently high standard in the supply of Products to Customers via the Platform and agrees to meet or exceed any Operator Marketplace Policies / Service Level Agreement published by the Operator from time to time.

(b) The Supplier acknowledges that the Operator may suspend the Supplier Account, and the Platform has functionality which will automatically suspend the Supplier Account, if any of the Suspension Criteria are triggered in respect of the Supplier Account.

(c) The Supplier may request reactivation of the Supplier Account, as set out in clause 10.2(c).

2.9 Product safety and Product recalls and withdrawals

(a) The Supplier is responsible for and must comply with all applicable laws relating to product safety and product recalls in respect of the Products.

(b) The Supplier must notify the Operator of:

1.any Product (including any defect in a Product) which poses a health, safety or property damage risk;

2.any notification to any Government Agency of any product health or safety matter or product recall or correction in relation to any Product; and

3.any withdrawal of any Product for any other reason, immediately and in any event within 1 Business Day in each case of becoming aware of the risk, the notification or the withdrawal. The Supplier must include in such notice the Product, the risk or other issue and the steps the Supplier is taking or proposes to take in relation to the matter.

2.10 Further restrictions

The Supplier must not:

(a) access or use the Platform:

1.for any purpose other than the purpose intended by and in accordance with these Terms;

2.for any unauthorised, infringing or illegal purpose or activity;

3.in a manner, including by uploading or linking to Content, that is offensive, abusive, derogatory, discriminatory or vexatious;

(b) engage in any activity or introduce any Contaminant into the Platform that would interfere with, disrupt or corrupt the activity of the Platform, including by interfering with:

1.the servers or networks that host the Platform; or

2.security-related or other features of the Platform; or

(c) use data mining, robots, screen scraping or similar data gathering or extraction tools on the Platform, including in relation to pricing.

2.11 Supplier's use of Platform API connections

To the extent that the Operator makes available to the Supplier any API in connection with the Platform, the Supplier must only use the API in accordance with any documentation in relation to such API, such as technical documentation, any description of the Platform features and any operations manual, including any usage limits and conditions in such documentation.

3. Payments for Products and Platform and Processing Fees

3.1 Tax invoices to Customers and payment collection

(a) The Supplier agrees that the Operator will generate and provide to the Customer, a tax invoice in respect of a supply of Products under a Contract and any Processing Fees.

(b) The Supplier is responsible for including Processing Fees (to the extent set by the Operator) in pricing disclosures that it provides to Customers via the Platform.

(c) The Operator collects payments by Customers for accepted Orders, Supplier and Processing Fees subject to this clause 3.

3.2 Platform Fees

The Supplier agrees to pay the Operator the Platform Fees.

3.3 Payments and Tax Invoices to Supplier

(a) The Operator will post to the Supplier Account (at the frequency agreed with the Supplier) a combined:

1.statement of Released Payments to the Supplier in respect of Orders fulfilled by the Supplier; and

2.Tax Invoice detailing the Platform Fees and Processing Fees in respect of Orders fulfilled by the Supplier.

(b) Subject to clauses 3.4, 4 (d) and 4(e), the Operator will pay the Released Payments to the Supplier, less the Platform Fees and Processing Fees, at the Bulk Released Payment Frequency.

(c) If the Supplier fulfils an Order, but payment for the Order is subsequently refunded to the Customer in whole or in part, the Operator will refund to the Supplier any Platform Fees (but not, to avoid doubt, any Processing Fees) previously paid by the Supplier (including as a deduction from Released Payments) in respect of the refunded component of the payment.

3.4 Set off and remaining amounts owed to the Operator

(a) The Operator may set off against any amounts payable by the Operator to the Supplier under or in connection with these Terms any amounts payable by the Supplier to the Operator under or in connection with these Terms.

(b) If from time to time there remains an amount due and payable by the Supplier to the Operator under or in connection with these Terms following set off in accordance with clause 3.4 (a) (Remaining Amount):

1.the Supplier must pay the Remaining Amount to the Operator within 14 days of demand by the Operator (or any later date specified by the Operator); and

2.the Operator may deduct the Remaining Amount from the Supplier's bank account nominated by the Supplier for this purpose if the Supplier has not paid the Remaining Amount within the time required by clause 3.4(b)(1), or otherwise with the Supplier's consent.

3.5 GST

(a) The Supplier must ensure that the price of Products and Offers it lists on the Platform includes applicable GST.

(b) Unless otherwise expressly stated, all amounts referred to in these Terms including amounts used to determine a payment to be made by one party to the other (other than an amount referred to in clause 3.5(d)), are exclusive of GST (GST Exclusive Consideration).

(c) To the extent that GST is payable in respect of all or any part of a supply made by a party (Supplier) under or in connection with these Terms, the GST Exclusive Consideration to be provided under these Terms for that supply is increased by an amount equal to the GST payable by the Supplier, and the recipient must pay that additional amount to the Supplier at the same time and in the same manner as the GST Exclusive Consideration subject to the recipient having first received a valid tax invoice.

(d) If a person is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with these Terms, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to

which the person being reimbursed or indemnified is entitled in relation to that loss, cost, expense or outgoing.

(e) Any reference in this clause 3.5 to a term defined or used in the GST Act is, unless the context indicates otherwise, a reference to that term as defined or used in the GST Act.

4. Customer Claims

(a) The Supplier may have its own policy relating to return and replacement of, and refunds for, Products provided that it is published on the Platform and the terms of that policy are no less favourable to Customers than the terms of the Return Policy.

(b) The Supplier must comply with the Return Policy and any more favourable terms published from time to time in accordance with clause 4(a).

(c) All claims by Customers in respect of Contracts must be dealt with via the Incident Management Functionality on the Platform, as follows:

1.the Supplier must respond to, take action in relation to and resolve any claim raised by a Customer via the Incident Management Functionality within the time limits specified in the Return Policy; and

2.if the Supplier fails to take the actions within the time limits specified in the Return Policy, or the Customer does not accept the response of the Supplier, in relation to any claim raised by a Customer via the Incident Management Functionality, the Customer may refer the claim to the Operator for determination, in which case the Operator will determine the dispute (as expert) in accordance with the Contract and the Return Policy. The Operator's determination will be final and binding, absent manifest error, and the Operator and the Supplier must act in accordance with the determination.

(d) The Operator may retain so much of a payment by a Customer that the Customer's claim relates to, pending resolution of the Customer's claim in accordance with this clause 4.

(e) If the resolution of the Customer's claim pursuant to this clause 4 includes a refund of amounts paid by the Customer for an accepted Order:

1.the Supplier must pay that amount to the Operator on demand by the Operator, and the Operator must remit that amount paid to the Customer; or

2.the Operator may pay that amount to the Customer on behalf of the Supplier and recover the amount paid from the Supplier, either as a deduction from any amount withheld from the Supplier under clause 4(d) or pursuant to clause 3.4.

(f) If the Supplier requires the Products the subject of the Customer's claim to be returned by the Customer, and the return reason is one for which the Supplier is responsible for bearing the return delivery costs under the Return Policy, the Supplier must:

1.determine and implement the return delivery method;

2.directly bear the return delivery costs for the return of the Products (for example through a third party logistics provider billed directly to the Supplier, a pre- paid return label for a third party logistics provider or Supplier pick-up through its own logistics solution); and

3.to avoid doubt, not require the Customer to pay the return delivery costs up front with reimbursement of those costs by the Supplier.

5. Supplier's warranties and representations

The Supplier warrants and represents, when applying for a Supplier Account and each time the Supplier accepts an Order, that it:

(a) holds a valid Australian Business Number in respect of a business or undertaking, and all its sales of Products on the Platform are for the purpose of such business or undertaking;

(b) if the Supplier is a body corporate, is duly incorporated and validly exists under the laws of the jurisdiction in which it was incorporated;

(c) has full capacity, power and authority to enter into and perform its obligations under these Terms and each Contract;

(d) holds all registrations and authorizations required by law to carry on its business or undertaking, including in respect of the supply of Products, in Australia;

(e) is not Insolvent; and

(f) is an independent contractor to the Operator for the supply of Products. It is not the Operator's employee or agent and it will not make any representations on behalf of the Operator, or to enter into any commitment, agreement, contract, arrangement or understanding on behalf of the Operator.

6. Liability

6.1 Indemnity

The Supplier indemnifies the Operator on demand against any Loss the Operator suffers or incurs in connection with:

(a) any third party claim (including any claim by any Customer or any contractor (including a technology or cloud service provider) or licensor to the Operator in connection with the Platform) or any action by a Government Agency arising from or in connection with:

1.any breach of these Terms or a Contract by the Supplier; or

2.the Content provided or the supply of Products via the Platform by or for the Supplier (including any infringement of any party's intellectual property rights); or

(b) any action the Operator takes in relation to product safety or product corrections, withdrawals or recalls in respect of the Products, including in relation to any matter notified by the Supplier pursuant to clause 2.9.

6.2 Limitation of liability

The Operator is not liable for any Loss suffered or incurred by the Supplier under or in connection with the Platform, these Terms or any Contract except:

(a) for and to the extent of amounts payable by the Operator to the Supplier under clause 3.3(b); or

(b) to the extent any consumer guarantee under the Australian Consumer Law applies to a supply by the Operator, in which case the Operator's liability for Loss because of a breach of such consumer guarantee is limited to:

1. in the case of goods, any one of (at the Operator's election) replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods or paying the cost of having the goods repaired; and

2. in the case of services, either (at the Operator's election) resupply of the services or paying the cost of having the services supplied again.

6.3 Entire agreement

(a) The Supplier is entering into these Terms based on its own forecasts, research and desire to grow its business via the Platform and has not relied on any terms, representation, projection, prediction or statement in respect of the subject matter of these Terms that are not expressly included in these Terms or separately agreed by the Operator in writing. Any condition or warranty which would be implied by law into these Terms is excluded. Without limiting the foregoing, the Operator does not represent or warrant that the Platform will be available at all times, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no Contaminant will be transmitted or that no damage will occur to the Supplier's IT systems in connection with the Platform or these Terms.

(b) The Supplier agrees that each Contract states all of the express terms in respect of the supply of Products under that Contract, and all other terms, including any appearing on or with the Supplier's acceptance of any Order or invoice, are excluded and do not apply to the supply of the Products.

6.4 No action against certain third parties in respect of the Platform

The Supplier agrees not to make any claim or commence or pursue any proceedings, in connection with the Platform, these Terms or any Contract, against any technology or cloud service provider to the Operator or any employee of the Operator or its related bodies corporate in respect of the Platform.

7. Intellectual property

(a) The Supplier acknowledges and agrees that all intellectual property rights in the Platform including the software underlying and documentation made available in connection with the Platform are owned by the Operator or its licensors, and the Supplier agrees not to:

- 1.** use in any way the Platform or the software or documentation for the purpose of designing, performing, providing or selling similar, equivalent or substitute products and services;
- 2.** adapt, modify, transform or change the Platform, software or documentation in any way, for any reason whatsoever, including to correct malfunctions;
- 3.** decompile, reverse engineer or disassemble all or any part of the Platform or software;
- 4.** sell, transfer or rent, whether for payment or free of charge, all or part of the Platform, software, documentation or rights of use of the Platform under these Terms;
- 5.** directly or indirectly transcribe or translate into another language the Platform or the software or documentation;
- 6.** alter, crack or circumvent any anti-piracy measures, including access codes or user names; or
- 7.** release and/or market, whether for payment or free of charge, including under lease, the Platform or the software or documentation in any way, whether by way of a derivative work or otherwise.

(b) The Supplier also acknowledges and agrees that:

- 1.** the Operator owns the intellectual property rights to any customisations, configurations and interfaces it makes to the Platform or the software; and
- 2.** the Operator also owns all intellectual property rights in its branding, trademarks and other content that it contributes, develops or creates which constitute the visual elements of the Platform, other written content viewable on the Platform and other aspects contributing to the 'look and feel' of the Platform.

(c) The Supplier acknowledges and agrees that:

- 1.** the Supplier has no right, title or interest in or to the Platform or the intellectual property rights referred to in clauses 7 (a) and 7(b), other than any rights to use the Platform expressly provided under these Terms; and
- 2.** if the Supplier provides any feedback to the Operator concerning the functionality or performance of the Platform, the Supplier agrees that the Operator and its licensors are free to use and disclose this feedback without payment to the Supplier or any other restriction.

(d) The Supplier grants the Operator a non-exclusive, transferable, royalty-free licence to use and modify the Content the Supplier uploads to the Platform for the Operator to

operate all features of the Platform and provide associated services. The licence is perpetual in respect of Content which forms part of the master record for a Product (e.g. product descriptions and images, etc.), and the licence in respect of other Content is for the duration of the operation of the Supplier Account.

(e) You acknowledge the ownership of our trademarks and our other intellectual property and undertake to not use publicly for publicity, promotion, or otherwise, our logo, name, trademarks, including, but not limited to, "Paramount Liquor" or any abbreviation, or adaptation thereof, including on social media, TV, radio, digital or otherwise without our prior, written, express consent. We may withhold such consent in our absolute discretion.

8. Data, confidentiality and privacy

8.1 Communications

(a) The Supplier must use the Platform's functionality for all communications with Customers specific to the transactions conducted via the Platform, for example communications relating to acceptance of or changes to Orders, delivery and Customer claims.

(b) While confirmation of delivery must occur via the Platform, the Supplier may also use other communication facilities, such as email or SMS as consented to by the Customer in writing, for fulfilment communications such as delivery status updates or post-delivery queries not in the nature of a Customer claim.

8.2 Disclosure, use and ownership of data

(a) Subject to clause 8.2(b), the Operator will hold the following information as confidential and not disclose it except as permitted by these Terms:

1.the fact that the Supplier has supplied Products to a particular Customer via the Platform and the full list of Customers to whom the Supplier has supplied Products via the Platform; and

2.the fact that the Supplier has supplied a particular Product to a particular Customer via the Platform and the full list of Products that the Supplier has supplied to a particular Customer via the Platform, (Supplier Data).

(b) The Operator may:

1.to avoid doubt, use the Supplier Data to:

A. register the Supplier Account;

B. operate the features of the Platform;

C. process transactions; and

D. perform any other activity in which the Operator is involved as operator of the Platform (for example, dispute resolution and provision of optional or additional services in connection with the Platform); and

2.disclose the Supplier Data where required by applicable law or Government Agency.

(c) The Supplier agrees that any other data or information on or available through the Platform which is not Supplier Data (Operator Data) is (as between the Supplier and the Operator) owned by the Operator, and, to the extent that the Supplier has access to Operator Data, the Supplier must hold that Operator Data as confidential and not disclose, use or commercialise it except as permitted by these Terms.

(d) The Operator agrees that the Supplier may use Operator Data which is transaction data (Products sold, price and time of transaction) relating to its own Products sold to Customers under Contracts for the Supplier's own internal business purposes.

8.3 Confidentiality of these Terms

The Supplier must:

(a) hold the content of these Terms as confidential and not disclose it other than to the extent required by applicable law or Government Agency; and

(b) not use the content of these Terms other than for the purpose of exercising rights or performing obligations under these Terms.

8.4 Privacy and Personal Information

(a) The Paramount Liquor Privacy Policy governs how the Operator will use or disclose Personal Information relating to these Terms, the Supplier Account or the transactions that occur using the Platform.

(b) The Supplier acknowledges and agrees that:

1.Personal Information collected by the Operator on the Platform may be transmitted, stored, used and disclosed outside of Australia; and

2.for any Personal Information that the Supplier uploads to the Platform, the Supplier must obtain and maintain any required authorisations or consents for any collection, use, disclosure or other dealing with such Personal Information in accordance with these Terms and the Paramount Liquor Privacy Policy.

(c) The Supplier must:

1.comply with all applicable laws including the Privacy Act 1988 (Cth) relating to Personal Information collected, held or disclosed by the Supplier in connection the Platform; and

2.only use or disclose Personal Information about any individual connected with a Customer, including any names, addresses, email addresses and phone numbers, to the extent necessary for the performance of the Supplier's obligations under these Terms or a Contract and ensure that any persons who the Supplier permits access to such Personal Information for that purpose also comply with this requirement. Without limiting the foregoing, the Supplier must not use any such details to send any marketing, advertising or promotional material.

9. Changes to the Platform

The Operator may change, suspend or discontinue any aspect of the Platform at any time, including any API or the layout or availability of any of the Platform's content and features, provided that the Operator will endeavour to give the Supplier at least 30 days' notice of any planned discontinuation of the Platform as a whole.

10. Term, Terminations and Supplier Account Suspension

10.1 Term

(a) These Terms will commence on registration of a Supplier Account and will continue until terminated in accordance with this clause 10.

(b) These Terms automatically terminate on termination of the Supplier Account.

10.2 Termination and suspension of the Supplier Account

(a) Either party may terminate the Supplier Account (including the Supplier's access to the Platform) without cause on 90 days' notice.

(b) The Operator may suspend or terminate the Supplier Account immediately on notice to the Supplier where the Supplier:

1. breaches these Terms;

2. is the subject of multiple or persistent complaints from any one or more Customers;

3. is or becomes Insolvent;

4. commits any misconduct or act of fraud or dishonesty; or

5. acts in any way such that the continued association with the Supplier may in the Operator's reasonable opinion bring into disrepute or damage the reputation of the Operator or the Platform.

(c) Where the Supplier Account is suspended under clause 2.8 (b) or clause 10.2(b):

1. the Supplier may request the reactivation of its Supplier Account by promptly providing:

A. any explanations or reasoning it wishes the Operator to consider (e.g. in relation to any failures leading to the triggering of Suspension Criteria); and

B. a 'plan of action' for correcting the problems that contributed to the Supplier Account being suspended (Plan of Action), and the Operator may in its discretion reactivate the suspended Supplier Account; and

2. if the suspended Supplier Account is not reactivated within 28 days after the suspension, or where the Supplier Account is reactivated but the Supplier does not comply with any agreed Plan of Action, the Operator may terminate the Supplier Account immediately on notice to the Supplier.

(d) During any suspension of the Supplier Account, the Supplier will be unable to accept Orders, and the Offers listed by the Supplier on the Platform will be removed from the Platform.

(e) If the Supplier Account is suspended or terminated, the Supplier will still be bound under these Terms in respect of existing Contracts at the time of the suspension or termination, including in relation to resolving claims by Customers via the Incident Management Functionality on the Platform, and the Operator will make available to the Supplier only those elements of the Platform which the Supplier requires in relation to such Contracts and claims during the suspension and for a reasonable period after termination. The Operator will otherwise remove all remaining access to the Platform once those Contracts have been performed and any pending claims are resolved in accordance with these Terms during the suspension period or following termination.

10.3 Survival

Without limiting the survival of provisions that by their nature are intended to survive the termination of these Terms, clauses 2.9, 3.4, 6, 7, 8.2, 8.3, 8.4, 10.2(e), 11.1, 11.3, 11.5 and 12 survive termination of these Terms.

11. General

11.1 Governing law

These Terms are governed by the law of Victoria, Australia.

11.2 Force majeure

The Operator is not liable for any failure or delay in performing its obligations for reasons or events outside its reasonable control.

11.3 Resolution of disputes

(a) Before commencing Court proceedings (other than for urgent interlocutory relief) in respect of any complaint or dispute in connection with these Terms or the Platform (Dispute), a party (Disputing Party) must notify the other party (Respondent) in writing of the Dispute and the parties must comply with this clause 11.3.

(b) The Respondent must consider the Dispute, including any information provided by the Disputing Party about the circumstances of the Dispute, and provide a response to the Disputing Party within a reasonable period of time.

(c) If the Disputing Party is not satisfied with the Respondent's response to the Dispute (or the Respondent does not respond within a reasonable period of time), the Disputing Party must notify the Respondent and the parties must use all reasonable efforts to resolve the Dispute within 20 Business Days after the Disputing Party's notice under this clause 11.3

(c) (Dispute Notice).

(d) If after the 20-Business Day Period referred to in clause 11.3(c) the Dispute has not been resolved, each party must refer the Dispute to a senior executive of that party and procure that the senior executive promptly commences discussions and negotiations with the other party's senior executive, in good faith in an effort to resolve the Dispute.

(e) If the Dispute has not been resolved within 40 Business Days after the Disputing Party's Dispute Notice, either party may take any further steps (including, commencing proceedings).

11.4 Variation of the Terms and Supply T&Cs

(a) The Operator may vary these Terms and the Supply T&Cs from time to time (Variation) by notice to the Supplier. Unless clause 11.4(b) applies, Variations will take effect:

1. where the Variation adversely affects the Supplier, 14 days (or any later date specified by the Operator) after the Operator's notice of the Variation; or

2. otherwise, 1 day (or any later date specified by the Operator) after the Operator's notice of the Variation.

(b) If, at the date these Terms are entered into by the Supplier and the Operator, a Variation is scheduled but has not yet taken effect, the Supplier will be required to acknowledge and agree to the Terms then applicable, the Variation, and the effective date of the Variation, and the minimum notice period provided under clause 11.4(a) will not apply for such Variation.

(c) Except where clause 11.4 (b) applies, where the Variation adversely affects the Supplier, the Supplier may terminate these Terms by notice to the Operator before the effective date of the Variation referred to in clause 11.4(a)(1), with such termination taking effect immediately before such date.

(d) Without limiting clause 11.4(a), Variations may include a variation of the Platform Fees or Suspension Criteria or a requirement for the Supplier to pay additional fees for additional services offered by the Operator from time to time via the Platform.

11.5 Notices

(a) The Operator may issue notices to the Supplier in connection with these Terms via the Supplier Account, including the email address provided by the Supplier for the Supplier Account.

(b) Except as otherwise provided for in these Terms, the Supplier must issue notices to the Operator in connection with these Terms to marketplace@paramountliquor.com.au.

11.6 No waiver

Neither party may rely on the words or conduct of the other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

11.7 No assignment

(a) The Supplier must not assign its rights under these Terms without the prior written consent of the Operator.

(b) The Operator may assign its rights under these Terms to a related body corporate or a buyer of all or substantially all of the assets to which these Terms relate.

11.8 Invalidity and enforceability

(a) If any provision of these Terms is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

(b) Clause 11.8 (a) does not apply where enforcement of the provision of these Terms in accordance with clause 11.8 (a) would materially affect the nature or effect of the parties' obligations under these Terms.

12. Interpretation

In these Terms, bold terms have the meanings specified above, and:

(a) '**Acceptable Quality**' has the meaning given in the Australian Consumer Law.

(b) '**Australian Consumer Law**' means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

(c) '**Bulk Released Payment Frequency**' means weekly or such other frequency agreed by the Operator and the Supplier.

(d) '**Business Day**' means a day on which banks are open for business in Melbourne, Australia, other than a Saturday, Sunday or public holiday in that city.

(e) '**Customer**' means a person or entity who holds an Australian Business Number in respect of a business or undertaking and who is accepted by the Operator in its discretion for registration to hold an account on the Platform as a buyer of products from time to time (and whose registration and/or account has not been terminated by the Operator).

(f) '**Customer Terms**' means the terms and conditions applicable to Customers for access to and use of the Platform at www.paramountliquor.com.au as varied by the Operator from time to time.

(g) '**Confirmed Products**' means the Products which are the subject of an Order that has been accepted by the Supplier.

(h) '**Contaminant**' means any virus, malware or any other code, software routines or hardware components designed or intended to have, or capable of performing, any of the following functions:

1. disrupting, disabling, harming or otherwise impeding in any manner the operation of, or permitting or causing unauthorised access to, a system, network or other device or any information contained thereon or processed thereby; or

2.damaging or destroying any data or file without the user's consent.

(i)'**Government Agency**'means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

(j)'**GST Act**'means A New Tax System (Goods and Services Tax) Act 1999.

(k)'**Incident Management Functionality**'means the functionality on the Platform for Customers to raise claims and suppliers to respond to and resolve such claims in relation to contracts for the supply of products or associated services.

(l)'**Insolvent**'includes the occurrence of the appointment of an administrator, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.

(m)'**Loss**'means any damage, expense, loss, cost or liability however caused (including by negligence).

(n)'**Offer**'means a specific set of terms in relation to the sale of a Product offered by the Supplier on the Platform, such as in relation to price, minimum quantity, available quantity, delivery zone availability, delivery lead time, etc.

(o)'**Order**'means an order via the Platform made by a Customer for Products.

(p)'**Paramount Liquor Group**'means Marlau Nominees Pty Limited and each of its related bodies corporate and its subsidiaries (if any) and Paramount Liquor Group Member means any member of the Paramount Liquor Group.

(q)'**Paramount Liquor Privacy Policy**'means the privacy policy at www.paramountliquor.com.au as varied from time to time subject to clause 11.4(a).

(r)'**Personal Information**'means personal information as defined under the Privacy Act 1988 (Cth).

(s)'**Platform Fees**'means the fees as described in the Schedule.

(t)'**Products**'means the goods and associated services that the Supplier lists on the Platform from time to time for sale and supply to Customers.

(u)'**Released Payment**'means a payment received by the Operator from a Customer for Confirmed Products and which is released on the Platform for payment to the Supplier following confirmation of delivery of those Confirmed Products to the Customer.

(v) 'Restricted' Products means:

1.tobacco products;

2.any other products such as knives or other sharp objects, the sale of which is subject to minimum age requirements under any applicable law; and

3.any other products which otherwise require a permit, licence or accreditation in connection with the business or undertaking carried on by the Supplier.

(w)'**Return Policy**'means the Operator's policy for returns and replacements of, and refunds for, Products at www.paramountliquor.com.au as varied by the Operator from time to time in accordance with clause 11.4.

(x)'**Supplier**'means the person or entity identified as such in their application for registration of a Supplier Account and which has entered into these Terms with the Operator.

(y)'**Supplier Return Policy**'means the Supplier's own policy (if any) relating to returns and replacements of, and refunds for, Products that meets the requirements of clause 4(a).

(z)'**Supply T&Cs**'means the terms on which the Operator offers to sell Products to Customers via the Platform, and which form part of a Contract, as varied by the Operator from time to time in accordance with clause 11.4.

(aa)'**Suspension Criteria**'mean the criteria for suspension of the Supplier Account displayed on the Quality Control panel of the Platform, as varied by the Operator from time to time in accordance with clause 11.4.

(bb)'**Terms**'means these terms including any schedule and any document linked to or incorporated in these terms by reference, including the Return Policy and the Paramount Liquor Privacy Policy.

(cc) The singular includes the plural and the plural includes the singular and specifying anything after the words 'include' or 'for example' or similar expressions does not limit what else is included.