

CONFIDENTIAL SUPPLIER AGREEMENT

Terms & Conditions

Government Rates 2019/20

Preamble

The Supplier Offer and these Terms and Conditions comprise the whole of the Contract ("Contract") between The AOT Group ("AOT" comprising AOT Group Ltd ABN 23 106 495 498 and/or its subsidiary companies and the Supplier as specified in the Supplier Offer ("Supplier") in relation to the Government Rates offered to AOT to sell, distribute, market, promote and advertise the accommodation ("Product") available at the property as specified in the Contract.

This is for use in respect of the period of travel from 1 July, 2019 to 30 June, 2020 or 1 January, 2020 to 31 December, 2020 as per the dates in the most recent Supplier Accommodation Contract being submitted ("Accommodation Period") as part of the Whole of Australian Government and Northern Territory Government Accommodation Program ("Program").

(Note: Suppliers must complete a separate offer for each separate property)

1. Term

This Contract commences on the date the Supplier's offer is accepted by AOT ("Commencement Date") and continues until 30 June 2020 or 31 December 2020 as per the dates in the most recent Supplier Accommodation Contract submitted ("Expiry Date") unless terminated earlier in accordance with clause 14 ("Term").

2. Appointment

The Supplier appoints AOT as its agent to sell, distribute, market, promote and advertise the Product to the Australian Government and /or its respective TMCs for the Term subject to, and on, the terms and conditions of this Contract.

The Supplier acknowledges and agrees that AOT may appoint other agents to sell, distribute, market, promote and advertise the Product for and on AOT's behalf and that such agents may also appoint other sub-agents to sell, distribute, market, promote and advertise the Product in the Territory for and on that agent's behalf.

3. Supplier's Obligations

(i) Insurance

The Supplier must obtain and maintain for the Term, a public liability insurance policy with a minimum of \$5 million cover per accident or incident and adequate property insurance. The Supplier warrants that it holds and will maintain for the Term, the insurance policies specified in the Supplier Contract. If requested by AOT, the Supplier must provide copies of such policies or proof of their currency to AOT.

(ii) Licences and Permits

The Supplier must obtain and maintain for the Term, all necessary licences and permits to enable the Supplier to supply the Products legally and in accordance with this Contract. The Supplier warrants that it holds and will maintain for the Term, all such licences and permits. If requested by AOT, the Supplier must provide copies of such licences and permits or proof of their currency to AOT.

(iii) Customer Complaints

The Supplier must use reasonable endeavours to resolve all complaints of customers who have been introduced by AOT or any of the agents referred to in clause 4 (Customer), within 3 working days of receipt of the complaint from the Customer, and fully co-operate with AOT in any settlement negotiations including making offers of refunds where appropriate.

4. Supply of the Product

The Supplier must sell the Product to AOT at the rates specified in this Contract ("Rates").

At any time during the Term, AOT and its agents may make a booking for a Customer with the Supplier for the Product by placing the booking in writing or contacting the Supplier by telephone, email or other agreed electronic method. The Supplier agrees to provide the Product to the Customer on the terms and conditions and at the rates booked by AOT or its agents.

The Supplier must ensure that Customers are allocated the same room at the Property for the entire consecutive period of their stay at the Property.

5. Change to Product

If the Supplier is unable to provide the Product to a Customer after the booking with the Customer has been confirmed, due to circumstances beyond the Supplier's reasonable control, the Supplier must provide an alternative product of a similar or better standard than the Product booked, at the Supplier's expense.

If the Product or any part of the Product is changed or affected in any material way which could be of an inconvenience to Customers or cause Customers to be misled or result in a breach of contract or law, the Supplier must immediately notify AOT upon becoming aware of the change or affectation.

Such changes and affectations include but are not limited to the closure, renovation, refurbishment, construction of or other work on, swimming pools, restaurants, guest facilities, other parts of the Property and other buildings and places on or near the Property and issues, problems or inconvenience caused by weather conditions or any other act of God. Upon receiving notice from the Supplier pursuant to this clause, AOT will notify the Customer of the change or affectation within 48 hours after receiving notice from the Supplier.

6. Supplier Information

If the Customer wishes to obtain a refund for the Product due to a change or affectation in the Product, the Supplier is liable to provide the Customer with a refund should the Customer become entitled to one.

The Supplier must provide to AOT and its agents, information and descriptions relating to the Supplier, Property and Product, including the relevant rates (Supplier Information) for the purpose of it being reproduced, passed on and distributed to third parties (ie: TMCs) in any medium including but not limited to CD Roms, DVD's, websites, videos, brochures, databases, reservation systems, travel agents and third party portals.

7. Suppliers IP Materials

The Supplier agrees that AOT and its agents may reproduce, pass on and distribute part or all of the Supplier Information to the Customer for the purpose of selling, distributing, marketing, promoting and advertising the Product. The Supplier acknowledges and agrees that AOT and its agents are not required to reproduce, pass on or distribute all Supplier Information or Supplier Information in the same or a similar form or format to that provided by the Supplier, and that AOT

and its agents may use their discretion as to the parts of the Supplier Information which are reproduced, passed on and distributed.

The Supplier grants to AOT and its approved agents a licence to use the brand names, logos, artwork, trade marks and intellectual property, in relation to the Supplier, the Property and the Product and their associated brands (Supplier IP Materials) for the purpose of selling, distributing, marketing, promoting and advertising the Products in accordance with this Contract. The Supplier warrants that it owns, or is licensed to use, such intellectual property rights and that the use by AOT or its approved agents of such intellectual property rights as contemplated in this Contract will not infringe any third party rights.

8. Consumer Legislation

The Supplier must ensure that all Supplier Information and Supplier IP Materials provided to AOT by or for and on behalf of the Supplier complies with the consumer law as stipulated in the Competition and Consumer Act 2010 (Cth), the Advertising Codes of the Media Council of Australia and all other applicable legislation, regulations, codes and standards.

The Supplier must ensure that each element and the overall impression of the Supplier Information and Supplier IP Materials is accurate, complete, up to date, not in any way misleading, deceptive, indecent or defamatory and can be substantiated.

9. Rates

The Supplier will indemnify AOT and keep AOT and its related entities indemnified both during and after the Term from and against all claims (including but not limited to third party claims), loss, damage, costs, charges and expenses (including the cost of production of new materials and legal expenses), penalties and liabilities whatsoever directly or indirectly incurred, suffered or brought against AOT arising from the Supplier's breach of clause 8 or AOT or the Supplier receiving complaints regarding a breach or potential breach.

If the Product is to be comprised in the Program, the Supplier must provide AOT with the best possible nett rates available. The inclusion of a Product into the Program is at AOT's discretion.

The rates provided by the Supplier in the Supplier Offer are valid for the Term and may only be increased with AOT's prior written agreement.

If the Supplier intends at any time, to offer lower nett rates or lower gross rates, rates with inclusions or introduces a special rate (including long term or advertised rates with inclusions) direct to customers or via a retail travel agent, web agent or wholesaler, whether via the internet, the Supplier's website, a third party website and whether for domestic or inbound, the Supplier must provide immediate written notice offering these rates, on a nett basis, to AOT.

This Contract only applies in respect of Products used during the Accommodation Period for the Program and does not supersede any other contract between the parties with respect to accommodation at the Property during any other period for any other AOT channel..

10. Agreement under Section 153-50 of the A New Tax System (Goods and Services Tax) Act 1999 in Australia and under Section 60 of the GST Act 1986 in New Zealand ("The Acts")

The Supplier and AOT are both registered for GST and each party will notify the other punctually if it ceases to be registered.

For the purposes of The Acts (only), AOT will be treated as making supplies of the Product to third parties ("the agency supplies") and will issue all the tax invoices and adjustment notes (or equivalent) relating to the agency supplies in the name of AOT.

The Supplier will not issue any tax invoices or adjustment notes (or equivalent) to third parties relating to the agency supplies.

The Supplier is taken to make taxable supplies of the Product to AOT ("the principal supply") and AOT is taken to make a corresponding creditable acquisition from the Supplier.

The terms of this Contract are for the purposes of The Acts only and do not otherwise alter the legal relationships between the Supplier and AOT.

AOT and the Supplier agree that they are parties to a Recipient Created Tax invoice agreement or Buyer-Created invoice agreement as applicable.

For non-Australian and non-New Zealand suppliers: Each respective Supplier is responsible for all local applicable taxes (including any value added tax, government taxes and charges if any. AOT is only responsible for Taxes applicable in its own jurisdiction for its own supply of services. AOT will accept the Contract Rate quoted as inclusive of all applicable local taxes and is not liable for a tax or charge that is later assessed and levied by the relevant tax or government authority with respect to services.

11. No Commissions, No Fees, No Overrides, No loyalty offers

No commissions, fees or overrides are to be paid to AOT or to any other third party in relation to the supply of Product pursuant to this Contract.

No loyalty program points or reward points or any other value added loyalty offer is to be provided to any Customer or any other third party in relation to the supply of Product pursuant to this Contract.

12. Payments

In respect of each Product sold to a Customer, AOT will remit payment to the Supplier within one (1) working day of receiving a valid and correctly rendered tax invoice for the supply of the Product by electronic funds transfer into the bank account nominated by the Supplier.

For stays 1-6, invoices may not be issued prior to the completion of the Customer stay. For stays of 7+ nights, invoices may be submitted every 7 nights.

Invoices should be addressed to Level 11, 120 Spencer Street, Melbourne, 3000 or e-mailed to gspayments@aot.com.au.

A tax invoice will only be valid for the purposes of this Contract if it states the relevant 10 character AOT Booking Reference Number, Customer name, dates of stay, Contracted nightly rate, all approved ancillary charges and is legally compliant with all applicable legislation.

It is requested that Suppliers invoice AOT within 3 days of check out and no later than 6 months.

AOT will not be liable to pay any Supplier accommodation charges (or any related charges, including ancillary charges) to the Supplier if a correctly rendered Supplier tax invoice has not been provided to AOT within 6 months of the check out of the booking.

13. AOT'S Obligations

AOT will act as the Supplier's agent and will endeavour to sell, distribute, market, promote and advertise the Product to the Australian Government in a manner to be determined by AOT in its absolute discretion.

The Supplier agrees that AOT may display AOT's name and logo in relation to the Product to be sold, distributed, marketed, promoted or advertised by AOT in accordance with this Contract.

AOT will endeavour to ensure that information provided by a Customer to AOT and the Supplier in relation to booking the Product is accurate, complete and up to date and the Supplier acknowledges and agrees to keep AOT up to date with any changes, amendments or alterations to any Product details.

All bookings from AOT will contain details of the guests name, a travel authority number (where applicable) and details of any ancillary services included with the booking and to be paid for by AOT. A 10 character unique booking number will also be issued by AOT for each booking. This will be provided to you at the time of booking and must appear on your invoice / statement together with other relevant details.

14. Expiry & Termination

AOT may terminate this Contract immediately with written notice if:

- (a) the Supplier is in material breach of any of its obligations or warranties pursuant to this Contract or any other contract the Supplier has with AOT or its related entities;
- (b) the Supplier has a receiver, receiver and manager, administrator, liquidator or controller appointed, is unable to pay its debts or ceases to carry on its business;
- (c) AOT reasonably determines that the Supplier's performance of this Contract or the quality of the Product is not satisfactory; or
- (d) AOT reasonably determines that the Product no longer meets the submission and inclusion criteria set by AOT from time to time, and the Supplier has not provided submissions within 30 days after receipt of notice of the intended termination by AOT, which cause the AOT Chief Executive Officer to determine that the Contract should not be terminated.

If the Supplier is not able to offer the Product pursuant to this Contract for any reason the Supplier must notify AOT in writing immediately and AOT may at its discretion, terminate or suspend this Contract.

Where possible, the Supplier must honour all bookings of Customers that have been made prior to the termination or suspension. If the Supplier is unable to honour a booking, the Supplier must provide refunds and compensation to all Customers whose bookings are not honoured.

Upon the termination or expiry of this Contract (whichever is the earlier), the Supplier must immediately pay to AOT all amounts outstanding as at the time of termination or expiry and the Supplier must honour all bookings existing as at the time of such expiry or termination, except as otherwise provided in this Contract.

Expiry or termination of this Contract will not prejudice any other rights or remedies which a party may be entitled to under law.

15. Indemnity

The Supplier indemnifies and will keep indemnified, AOT, its related entities and their officers, employees, agents and contractors from all present and future claims (including but not limited to third party claims), actions, demands, proceedings, threats, losses (including loss of profits and consequential losses), costs (including but not limited to legal costs), expenses, penalties, fines and liabilities whatsoever and whenever incurred, suffered or brought against AOT, its related entities or their officers, employees, agents and contractors arising from:

- (a) any error or mis-description in information provided by the Supplier or on behalf of the Supplier to AOT;
- (b) the availability or quality of the Product;
- (c) any materials provided by the Supplier or on behalf of the Supplier to AOT being in breach of the intellectual property rights of a third party;
- (d) any loss of or damage to or theft of property or loss of life, injury, loss of enjoyment in connection with the occupation or use of the Product;
- (e) the Supplier having a receiver, receiver and manager, administrator, liquidator or controller appointed, being unable to pay its debts or ceasing to carry on its business;
- (f) the Supplier's negligence or misconduct;
- (g) the Supplier's breach of any of its obligations or warranties pursuant to this Contract or of any express or implied warranty in contract or law;
- (h) the Supplier's failure to hold the insurance policies or licences and permits required under this Contract or failure to comply with the law; and/or

(i) the Supplier being unable to supply the Product in accordance with this Contract or cancelling or rescheduling a booking of a Customer.

The Supplier acknowledges and agrees that the liability of AOT, its related entities and their agents is limited to the resupply of the Product in accordance with this Contract.

The Supplier warrants that it has the authority to enter into this Contract and is able to enter into and fulfill the obligations in this Contract, it is not under any obligation or restriction that would interfere with or restrict the performance of its obligations under this Contract, entry into this Contract or the performance of this Contract will not put it in breach of any obligation to any third party as at the date of entering this Contract, and throughout the Term, and all representations, warranties and undertakings are true and correct to the best of its knowledge.

16. AOT Intellectual Property

The Supplier must not use any brand names, logos, artwork, or any copyright, trade marks, trade names or other intellectual property rights, in relation to AOT, its related entities or any of their products and services or associated brands, owned by, or licensed to, AOT or its related entities without the prior written consent of the AOT Group General Manager - Contracting. If such consent is provided, the Supplier must comply with AOT's marketing guidelines, as varied from time to time and must obtain prior written approval for each specific use of such brand names, logos, artwork and other intellectual property rights.

17. Confidentiality

The Supplier must not use or disclose to any person any information (including but not limited to rates provided to AOT, AOT's submission criteria for Suppliers, documents, information, strategies, know how, methodology, business practices, financial information, marketing information, technical information, trade secrets) whether in writing or otherwise relating to this Contract, or relating to the affairs or business (whether present or future) of AOT or any of its related entities or businesses which come into the Supplier's possession in the course of or by reason of this Contract, or relating to, or evidencing, this Contract itself, either during the Term or any time thereafter, except in the proper course of the Supplier's obligations pursuant to this Contract or as required by law or as agreed by AOT in writing.

The Supplier must ensure that the nett rates offered to AOT are not disclosed on statements provided to Customers.

18. Privacy

(Permitted use) The Supplier must not, directly or indirectly, use, disclose or otherwise handle or process ("**Process**") any Personal Information of AOT Customers or personnel except to the extent necessary to provide the Supplier's Products and/or Services or otherwise in accordance with AOT's written instructions.

(Compliance with Privacy Law and directions) The Supplier must comply with the Australian Privacy Act 1988 (Cth) including the [Australian Privacy Principles](#), the New Zealand Privacy Act 1993 (if applicable), any other applicable privacy and data protection laws, regulations, codes and guidelines ("**Privacy Law**"), and all reasonable directions of AOT or any of its Related Bodies Corporate in relation to the Processing of the Personal Information.

(Protection of Personal Information) If the Supplier collects or has access to any Personal Information, the Supplier must ensure that it and its personnel, take all reasonable steps, including appropriate technical and organisational measures, to keep that Personal Information confidential, and to protect that Personal Information, including against misuse, loss or interference, from unauthorised access, modification or disclosure, and from accidental or unlawful destruction.

(Permitted overseas transfers) Unless authorised by AOT in writing, the Supplier may only transfer or disclose, or permit the transfer or disclosure of Personal Information to any location outside of Australia or New Zealand (including for the purposes of storage or backup) to the extent necessary to provide the Supplier's Products and/or Services under this agreement and subject to the Supplier ensuring that the Personal Information is Processed and protected in accordance with

this agreement and Privacy Law.

(Compliance with EU Privacy Law, if applicable) To the extent that AOT or any of its Related Bodies Corporate, or the Supplier or any of its Related Bodies Corporate, are subject to Privacy Law applicable in the European Economic Area (the "EEA"), the Supplier agrees that:

- (a) it will enter into and execute additional terms to be incorporated into this Contract with AOT in relation to the Processing of Personal Information that is subject to such Privacy Law, including in relation to the transfer of Personal Information outside of the EEA, to comply with the applicable EEA Privacy Law; and
- (b) it will incorporate such terms into its contracts with its subcontractors.

(Notification of breaches and complaints) The Supplier must without delay notify AOT if any of the following events occur, or if the Supplier has reasonable grounds to believe any of them have occurred:

- (a) any unauthorised access to or disclosure or modification of, any misuse or loss of, any interference with, any event that causes denial of access to, or any accidental or unlawful destruction of, any Personal Information ("Data Breach") and if such a Data Breach is notifiable under Privacy Law then it must notify AOT immediately;
- (b) any complaint about its Processing of any Personal Information; or
- (c) any breach by the Supplier (or its personnel or subcontractors) of any of the obligations under this section.

(Directions re breaches and complaints) If any of the events in clause above, or either party has reason to believe that any of those events have occurred, Supplier must:

- (a) promptly comply with all reasonable directions given and provide all information and assistance reasonably requested by AOT in relation to the event; and
- (b) take all reasonable steps to contain and remedy the Data Breach, to mitigate any likelihood of serious harm from it and to prevent a similar Data Breach in the future.

(Disclosure of Data Breach) The Supplier acknowledges and agrees that:

- (a) AOT is solely responsible for determining if a Data Breach is likely to result in a real risk of serious harm to any of the individuals to whom the Personal Information relates; and
- (b) it must not disclose to any third party (including any government agency) the existence or circumstances of any Data Breach or this section without the prior written approval of AOT (not to be unreasonably withheld).

Under this section, the following terms shall have the meanings set forth below:

"Personal Information" has the meaning given in applicable Privacy Law from time to time, and includes any information or opinion in any form, whether recorded or not, about an identified individual or an individual who is reasonably identifiable.

"Related Body Corporate" has the meaning given to it in the Corporations Act 2001(Cth).

19. Insolvency

The Supplier must immediately provide written notice to AOT if it has a receiver, receiver and manager, administrator, liquidator or controller appointed, is unable to pay its debts or ceases to carry on its business. The Supplier consents to AOT notifying its agents, travel agents, overseas operators, prospective customers and Customers that the Supplier is subject to such circumstances.

20. Force Majeure

If AOT or its agents are prevented from or delayed in or fail in complying with an obligation by an event beyond its reasonable control (including but not limited to telecommunication, internet or power failure or steady supply of same, war, act of terrorism, national emergency, inclement weather, flood, fire, earthquake, cyclone, natural catastrophe, import or export embargo, boycott, power failure, shortage of materials or transportation, change to legislation, regulation, code or by-law, breakdown or destruction of plant and equipment, strike or lockout), the Supplier releases AOT and its related entities and agents, and waives all of its rights to commence proceedings or take any other action against AOT, its related entities and/or its agents, arising out of any claims, actions, demands, proceedings and/or liabilities which the Suppliers may have or claim to have arising from any such prevention, delay or failure by AOT, its related entities and/or agents to

perform its obligations under this Contract.

21. Department of Finance Discretion

The Commonwealth has an unfettered discretion to, at any time, step in or otherwise direct that the arrangement be novated as directed by the Department of Finance ("Finance"), at no cost to the Commonwealth and subject to no further approvals, should the role of AOT be reduced or terminated or otherwise expire.

22. Rates are fixed for the Term

The Accommodation Rates submitted for the Whole of Government program are fixed and unalterable for each 12 month period ending 30 June or 31 December (or, for the initial period, for a pro rata period ending 30 June or 31 December), as per the dates in the most recent Supplier Accommodation Contract submitted or for a longer period if offered by the Accommodation Provider. Rates may have seasonal variations.

23. No credit card surcharges

As AOT is paying all invoices by EFT, Suppliers may not impose any credit card surcharges on invoices for accommodation and approved ancillary charges.

24. Traveller Credit Cards

The Supplier agrees that it will not require a security deposit from the Traveller at the time of check in for any accommodation charges.

The Supplier may require a Traveller to provide details of their personal credit or debit card as security for payment of any Ancillary Charges where the Accommodation Provider has been notified that the booking does NOT include all Ancillary Charges.

Where all Ancillary Charges are covered by the booking the Traveller may choose to provide a personal credit or debit card, but cannot be required to provide such a card at check in.

25. Information may be provided to Finance

The Supplier agrees that it will, if requested, meet with Finance to discuss the Program and/or the Suppliers service, or the activities of the Service Provider, at no charge to Finance;

The Supplier agrees that in respect of any information or material supplied to AOT by the Supplier for the purposes of this Program, including but not limited to the Suppliers charges, allotments, commissions and overrides (which are NOT to be paid to AOT or any other third party), that AOT may supply this information or material to Finance.

The Supplier further agrees to allow Finance to inspect and copy documentation, books and records, however stored, in the custody or under control of the Supplier, relevant to the Program at no charge to Finance. Finance will agree to any reasonable confidentiality requirements.

26. General

This Contract is governed by and will be construed according to the laws of Victoria, and the Commonwealth of Australia.

Nothing in this Contract constitutes a partnership, joint venture or any similar relationship between the parties. The relationship between the parties is that of principal and agent.

To the extent permitted by law, this Contract embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties in relation to the Property for the Accommodation Period and supersedes any prior written or verbal or other contracts between the parties in relation to the Property for the Term.

Any failure or delay by either party in exercising any rights or remedy will not constitute a waiver.

If any part of this Contract is deemed to be illegal, void or unenforceable, that part of the Contract

will be severed to the extent of that illegality, voidness or unenforceability, without invalidating the remaining provisions.

In this Contract, unless the context otherwise requires, a business day is a day on which banks are open for business in Melbourne, Victoria, Australia and all references to dollars are to Australian dollars, unless otherwise stated.

If there is any inconsistency between these terms and conditions and the Supplier Contract, these terms and conditions will apply to the extent of the inconsistency.