

By accepting a Purchase Order the Supplier agrees to the following terms and conditions:

1 Parties duties

- 1.1 The Supplier must supply the Goods or Services to the Principal in accordance with the requirements of these General Terms.
- 1.2 In supplying the Goods or Services, the Supplier must make all reasonable enquiries of the Principal to ascertain its requirements.
- 1.3 If no date for the delivery of Goods is specified in a Purchase Order, they are to be delivered on the next Business Day after the date of delivery of the Purchase Order to the Supplier.

2 Agreement

- 2.1 The Purchase Order will become a binding agreement between the Principal and the Supplier upon the earlier of:
 - (a) the Supplier's written acceptance of a Purchase Order received by the Principal; or
 - (b) commencement of performance of the Purchase Order.
- 2.2 A member of The Star Entertainment Group may, from time to time:
 - (a) issue and enter into a Purchase Order with the Supplier as agent for Destination Brisbane Consortium, evidenced where such member is stated to be acting "as agent for" or "for and on behalf of" Destination Brisbane Consortium or in other words of similar effect, and in doing so creates an agreement for the supply of Goods and/or Services between Destination Brisbane Consortium, as Principal, and the Supplier; and/or
 - (b) perform the obligations and exercise the right of Destination Brisbane Consortium, as its agent, as it relates to any Purchaser Order between the Supplier and Destination Brisbane Consortium and its obligations under these General Terms and any associated Master Agreement,

but in doing so Destination Brisbane Consortium is and will always remain solely and principally obligated to the Supplier to fulfil the obligations as Principal as it relates to that Purchaser Order and such member of The Star Entertainment Group is to be held harmless by the Supplier and Destination Brisbane Consortium in relation to its conduct as agent.

- 2.3 DBC and each member of The Star Entertainment Group who acts as agent for DBC as contemplated by these General Term warrants to the Supplier that such member of The Star Entertainment Group has the authority to do so.
- 2.4 The Purchase Order, together with these General Terms and any specifications, drawings and documents referred to in the Purchase Order constitute the entire agreement between the parties, and all prior negotiations, proposals and writings pertaining to the Purchase Order or the subject matter of the Purchase Order are superseded.

In the event and to the extent of any inconsistency between these General Terms and the terms of a Purchase Order, these General Terms will prevail.
- 2.5 If the Supplier is party to an agreement with the Principal which has been executed by both the Supplier and the Principal and is applicable to the Goods and/or Services specified in a Purchase Order ("**Master Agreement**"), then the Purchase Order for those Goods and/or Services will be subject to the terms of that Master Agreement.

3 Supplier terms

- 3.1 If the Supplier (or any person on the Supplier's behalf) purports to impose upon the Principal or incorporate into this agreement any additional or varied terms by any means whatsoever, including in the Supplier's delivery documentation or in any other notification purported to be provided or delivered by or on behalf of the Supplier, then such terms will be null and void and of no force or effect.

4 No minimum purchase and non-exclusivity

- 4.1 The Principal is under no obligation, other than as expressly set out in the Purchase Order to purchase any, or any minimum quantity of, Goods and/or Services.
- 4.2 The Purchase Order is non-exclusive. The Principal may at any time purchase any goods and services, including goods and services identical or similar to the Goods and Services, from any third party.

5 Title and risk

- 5.1 Title to all Goods passes to the Principal free of encumbrances upon payment in full by the Principal for those Goods. Risk of loss of or damage to Goods resides with the Supplier until the Goods are delivered to the Principal at the place of delivery specified in the relevant Purchase Order.

6 Charges

- 6.1 Charges payable by the Principal will be as specified in a Purchase Order.
- 6.2 The Supplier must ensure that Charges invoiced are consistent with the supplier quote submitted to the Principal and agreed to by the Principal in writing.
- 6.3 Unless provided otherwise in a Purchase Order, all Charges payable by the Principal are, subject to clause 8 (GST), inclusive of all applicable taxes, charges and duties, and all other costs and charges connected with provision of the Goods and/or Services, including for packaging, carriage, insurance and delivery.
- 6.4 Charges will not be increased without the Principal's consent.

7 Payment of the Charges

- 7.1 Unless otherwise agreed, the Supplier may only render an invoice for Goods or Services following completion of the Services or delivery of the Goods (as relevant) in accordance with the applicable Purchase Order.
- 7.2 Invoices must:
 - (a) Satisfy the requirements for a valid Tax Invoice as specified in the GST Act.
 - (b) State the Purchase Order reference number.
 - (c) Be addressed to the attention of the relevant Principal Representative.
 - (d) Be addressed to the Principal Entity which issued the Purchase Order, at the relevant address specified below (or as otherwise advised by the Principal from time to time):
 - (i) The Star Entertainment Group - PO Box Q192 Queen Victoria Building, NSW 1230
 - (ii) The Star Sydney - PO Box Q192 Queen Victoria Building, NSW 1230

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- (iii) The Star Gold Coast - PO Box Q192 Queen Victoria Building, NSW 1230
 - (iv) Treasury Brisbane - PO Box Q192 Queen Victoria Building, NSW 1230
 - (v) Destination Brisbane Consortium – C/- The Star Entertainment Group, PO Box Q192 Queen Victoria Building, NSW 1230
- 7.3 Upon receipt of a correctly rendered Tax Invoice, the Principal will pay to the Supplier all undisputed Charges within thirty (30) days of receipt of such invoice.
- 7.4 The Principal may set off any amounts payable by the Principal to the Supplier (whether payable under or in connection with this agreement or otherwise) against any amounts payable by the Supplier to the Principal (whether payable under or in connection with this agreement or otherwise).
- 7.5 The Principal is not liable to pay interest on any amounts that are paid late.
- 7.6 If the Supplier fails to provide the Principal with an invoice within twelve (12) months of the date on which it provides any Goods and/or Services to the Principal, then the Supplier agrees that it waives any right to claim any payment from the Principal in respect of those Goods and/or Services.

8 GST

- 8.1 Unless otherwise stated in this agreement, the consideration specified in this agreement does not include any amount for Goods and Services Tax (“GST”).
- 8.2 If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the applicable GST in respect of the Taxable Supply (except to the extent that the consideration is expressed to be inclusive of GST).
- 8.3 The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note.
- 8.4 If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.
- 8.5 If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party, or to which the representative member for a GST group of which the other party is a member, is entitled to an Input Tax Credit (as defined in the GST Act).
- 8.6 Notwithstanding any other provision in this agreement, the recipient is not required to pay the amount referred to in clause 8.2 unless it has received a tax invoice in respect of the supply within three (3) years and eleven (11) months after the end of:
- (a) the first calendar month in which any of the consideration for the supply is provided; or
 - (b) if an invoice is issued prior to the provision of any of the consideration for the supply, the calendar month in which the invoice issued.

9 Intellectual Property

- 9.1 The Supplier acknowledges and agrees that the Principal (or a third party supplier to the Principal) owns all intellectual property rights in and to any materials provided to the Supplier by or on behalf of the Principal (“**Principal Materials**”).
- 9.2 The Supplier is permitted to use Principal Materials only to the extent necessary for the provision of the Goods and Services. The Supplier must return all Principal Materials to the

Principal when no longer required by the Supplier for such purposes or on demand by the Principal.

- 9.3 All intellectual property rights developed by the Supplier under or in connection with this agreement or the provision of the Goods and/or Services vests immediately in the Principal upon its creation. The Supplier hereby irrevocably and unconditionally assigns to the Principal all such intellectual property rights.
- 9.4 The Supplier acknowledges and agrees that any information or sample image provided to the Supplier under or in connection with this agreement for the purposes of matching the look and feel or design intent of the item may be subject to third party intellectual property rights and the Principal is only requesting that Supplier aims to achieve the relevant design intent and must not copy such items.

10 Access

- 10.1 On reasonable notice and during normal working hours, the Principal will use reasonable endeavors to provide the Supplier with access to the relevant Principal location to enable the Supplier to deliver the relevant Goods and/or Services.
- 10.2 When providing Services at or delivering Goods to the Principal's premises, the Supplier agrees to comply with the Principal's policies and procedures relating to occupational health (including the Principal's smoke free work place policy and Workplace Health & Safety Policy), safety and security in effect at those premises, as notified by the Principal, and with all reasonable directions given by any Representative of the Principal.

11 Indemnity and insurance

- 11.1 The Supplier will indemnify the Principal, the Principal's Related Bodies Corporate (as defined in the *Corporations Act 2001* (Cth)), and all Representatives of each of them, against any and all loss, liability, damages, and expenses (including legal fees on a full indemnity basis) suffered or incurred by any of them to the extent such loss, liability, damage or expense is suffered or incurred, as a result of any of the following:
- (a) any fraud by the Supplier or any of its Representatives;
 - (b) any breach by the Supplier or any of its Representatives of any applicable laws;
 - (c) any breach of any warranty given by the Supplier under clause 17 (Warranties);
 - (d) third party intellectual property rights infringement;
 - (d) breach of clause 13 (Confidentiality and privacy);
 - (e) personal injury, death, or loss of or damage to real or tangible personal property caused by the Supplier or by any of its Representatives under or in connection with this agreement, or caused in any way by any Goods provided under this agreement.
- 11.2 Without limiting its obligations under clause 11.1, the Supplier will, with respect to Goods and/or Services provided pursuant to a Purchase Order, arrange and maintain with a reputable insurance company:
- (a) Public and Third Party Liability insurance of at least \$10 million per event; and
 - (b) Professional Indemnity insurance of at least \$5 million per event.
- 11.3 The Supplier must provide the Principal with certificates of currency for the insurance required pursuant to clause 11.2 upon request.

12 Modern Slavery Laws

- 12.1 The Supplier must:
- (a) comply with all obligations indirectly or directly connected to its Supply Chain, including (without limitation) applicable Modern Slavery Laws ;
 - (b) upon the Principal's request, complete and submit documentation provided by the Principal to the Supplier with respect to the Supplier's compliance with Modern Slavery Laws and perform any rectification action required by the Principal arising from the submitted documentation.

13 Confidentiality and privacy

- 13.1 The Supplier will not disclose or use any Confidential Information except for the purposes of performing its obligations under this agreement.
- 13.2 The Supplier may disclose the Principal's Confidential Information:
- (a) to its legal or financial advisers, to obtain advice; or
 - (b) as required or authorised by law; or
 - (c) with the Principal's prior written consent; or
 - (d) as required by the listing rules of any stock exchange on which the Supplier's shares are listed.
- 13.3 The Supplier agrees to comply with the provisions of the *Privacy Act 1988* (Cth), in respect of any Personal Information collected, used or disclosed under this agreement.

14 Term

- 14.1 Each Purchase Order commences on the date of, or on such other date as may be specified in, the relevant Purchase Order and continues (subject to earlier termination) until the parties have performed all of their obligations under the Purchase Order.
- 14.2 If the Purchase Order is not dated or does not specify a commencement date then the commencement date will be the date of acceptance or deemed acceptance of the Purchase Order under clause 1.3 (Purchase Orders).

15 Termination - breach and insolvency

- 15.1 The Principal may terminate the Purchase Order immediately by giving written notice to the Supplier, while preserving to itself whatever rights may have accrued to it, upon occurrence of any of the following events:
- (a) where the Supplier commits a breach of the Purchase Order which is not capable of being remedied;
 - (b) where the Supplier has committed a breach of the Purchase Order which is capable of remedy, and has not remedied the breach within thirty (30) days of receipt of written notice of the breach; or
 - (c) where the Supplier commits an act of insolvency, comes under any form of insolvency administration, or novates, assigns or otherwise deals with its rights under this agreement without the Principal's consent.

16 Termination without cause

- 16.1 The Principal may terminate the Purchase Order at any time without cause by giving the Supplier seven (7) days written notice.
- 16.2 The Principal may terminate the Purchase Order at any time without cause immediately by giving the Supplier written notice if directed or required to do so by any regulatory authority.

17 Consequences of termination

- 17.1 In the event of the termination of the Purchase Order for any reason, the Principal will be entitled to a refund of any Charges paid in advance for Goods and/or Services not delivered.
- 17.2 In the event of termination of the Purchase Order under clause 15 (Termination without cause), the Supplier will be entitled upon termination to payment of:
- (a) any monies outstanding for Services performed or Goods delivered prior to termination; and
 - (b) the Supplier's actual and direct out-of-pocket expenses to the date of termination, as approved by the Principal. The Supplier must mitigate any such costs claimed from the Principal.
- 17.3 In no event will amounts to be paid by the Principal under clause 16.2 (Consequences of termination) exceed the value of the Charges payable for the Goods and Services terminated.
- 17.4 In the event of termination of the Purchase Order for any reason, the only amounts payable by the Principal to the Supplier are those referred to in clause 16.2 (Consequences of termination). The Principal will not be liable to pay the Supplier any amount by way of early termination charges or compensation for loss of prospective revenue or profit suffered in connection with such termination.

18 Warranties

- 18.1 The Supplier warrants that:
- (a) Goods and Services will conform to all of the requirements of the Purchase Order and will be fit for purpose;
 - (b) it has elicited the consent of its employees and subcontractors to allow the Principal to use the Services without infringing any parties' moral rights;
 - (c) Services will be provided with due care and skill;
 - (d) it will comply with all obligations regarding Supply Chains, including (without limitation) in accordance with applicable Modern Slavery Laws;
 - (e) Goods will conform to any sample provided, will be of merchantable quality, and will be fit for purpose; and
 - (f) it is the owner or licensee of all intellectual property rights subsisting in the Goods and the provision of the Services, and is entitled to assign or grant (or, if relevant in the case of third party intellectual property rights, procure the grant of) the intellectual property rights contemplated by clause 9 (Intellectual Property);
- 18.2 If any Goods or Services do not comply with clause 17.1, then the Supplier will, at the Principal's request and at no additional cost to the Principal:
- (a) in the case of Services, to the extent practicable, promptly provide the Services again; and
 - (b) in the case of Goods, promptly rectify the non-conforming Goods or replace them with goods that meet the requirements of clause 17.1.
- 18.3 Alternatively, and at the Principal's discretion, the Principal may:
- (a) elect to receive defective Goods or Services at a reduced price, such price to be determined by the Principal having regard to the nature of the relevant

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- defect or non-conformance; or
- (b) reject any defective Goods or Services, in which case the Supplier will refund to the Principal in full all Charges paid in respect of those Goods or Services.

19 Compliance with law and polices

- 19.1 The Supplier will at all times comply with all laws and regulations that are applicable to performance by the Supplier of its obligations under the Purchase Order.
- 19.2 To the extent that the Purchase Order is a "controlled contract" within the meaning of the *Casino Control Act 1992* (NSW), the Supplier agrees to comply with any requirements under such legislation as may from time to time be notified to it by the Principal, and agrees to provide any information and access to its premises and records that any regulatory authority having jurisdiction under such legislation may require or request.
- 19.3 The Supplier agrees to comply with The Star's Code of Conduct and Ethical Sourcing Policy published and updated from time to time on the Principal's website at www.starentertainmentgroup.com.au, and any other applicable company policies as notified from the Principal to the Supplier.
- 19.4 Unless otherwise agreed by the Principal, where the Purchase Order is for the supply of food products and/or related services, the Supplier must:
- (a) obtain HACCP certification;
- (b) provide Principal with a copy of its HACCP certificate upon request,
- (c) unless otherwise agreed by The Star, obtain a certificate of origin ("COO") for the Goods (certifying that the Goods originate in a specific country) from the relevant Government body or other empowered organisation and provide The Star with a copy of applicable COO's upon request; and
- (d) comply with all applicable laws, regulations and standards, including Australia & New Zealand Food Standards, any relevant to a carrier in packaging and any relevant to vehicles transporting goods.

20 No agency

The parties acknowledge and agree that their relationship under the Purchase Order is that of independent contractors and nothing in this agreement should be construed as creating a relationship of employer/employee, principal/agent, partnership or joint venture.

21 Conflict of interest

- 21.1 The Supplier must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the Principal's best interests.
- 21.2 The Supplier's obligations under this clause 20 (Conflict of interest) apply to the activities of the Supplier's Representatives in their relations with the Principal's Representatives and/or any third parties associated with the Purchase Order (as well as their families).
- 21.3 The Supplier's obligations under this clause 20 (Conflict of interest) include, but are not limited to, establishing precautions to prevent the Supplier's Representatives from making, receiving, providing or offering gifts, payments, loans, substantial entertainment or other considerations for the purpose of influencing individuals to act contrary to Principal's best interests.
- 21.4 The Supplier must immediately notify the Principal in writing of any and all violations of this clause 20 (Conflict of interest) upon becoming aware of those violations.

22 Jurisdiction and governing law

The Purchase Order is governed by the laws of the State or Territory in which the relevant Principal Entity is located and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and courts of appeal from them.

23 Entire agreement

- 23.1 Subject to clause 2.3, the Purchase Order constitutes the entire agreement between the parties with respect to the subject matter of the Purchase Order and contains all of the representations, warranties and agreements of the parties.
- 23.2 Subject to clause 2.3, the Purchase Order supersedes all prior negotiations, contracts, arrangements, understandings and agreements concerning such subject matter.

24 Variation

The Purchase Order may be amended or varied only by agreement in writing signed by the parties.

25 Survival

- 25.1 Clauses 9 (Intellectual Property), 12 (Confidentiality and privacy), 19 (No agency), 21 (Jurisdiction and governing law), 22 (Entire agreement) and this clause 24 (Survival) survive the expiry or termination (for whatever reason) of the Purchase Order, together with any other clauses that by necessary implication survive such expiry or termination.
- 25.2 The Supplier's obligations under clauses 11 (Indemnity and insurance), 17 (Warranties) and 18 (Regulatory) survive the expiry or termination (for whatever reason) of the Purchase Order.

26 Definitions

In this agreement:

Business Day means 8am to 6pm Monday to Friday, excluding public holidays, in the place where the relevant Principal Entity is located.

Charges means the charges payable by the Principal for Goods and Services, as detailed in a Purchase Order and in any relevant supplier quote submitted by the Supplier and agreed to by the Principal in writing.

Confidential Information means any Principal information disclosed in any form to the Supplier or otherwise learned or acquired by the Supplier under or in connection with the Purchase Order, which is identified by the Principal as being confidential, or which due to the circumstances of disclosure the Supplier knows or ought to know is confidential, whether disclosed visually, orally or in writing, and including (without limitation) information which relates to the Principal's business, systems, technology, affairs, or products, but excluding information that:

- (a) was or becomes generally available to the public, other than as a result of a breach of an obligation of confidentiality owed to the Principal;
- (b) becomes known to the Supplier, without an obligation of confidentiality, from a source other than the Principal;
- (c) was in the Supplier's possession, without an obligation of confidentiality, prior to receipt from the Principal; or
- (d) is independently developed by the Supplier without the use of the Principal's confidential information.

Destination Brisbane Consortium means Destination Brisbane Consortium Integrated Resort Operations Pty Ltd (ACN 608 538 638) as trustee for Destination Brisbane Consortium Integrated

Resort Operating Trust (ABN 50 157 953 414).

General Terms means these terms headed "**Purchase Order - General Terms**".

Goods means the goods to be provided by the Supplier to the Principal under and in accordance with a Purchase Order.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Modern Slavery means the Modern Slavery Act 2018 (Cth) and any other State laws, regulations standards, codes and other guidelines relating to slavery that may be enacted, modified, consolidated, amended, reenacted, replaced or codified at any time.

Principal means the Principal Entity named on the Purchase Order.

Principal Entity means all or some of the following entities:

- The Star Entertainment Group Limited (ABN 85 149 629 023); and/or
- The Star Pty Limited (ABN 25 060 510 410); and/or
- The Star Entertainment QLD Limited t/a The Star Gold Coast and Treasury Brisbane (ABN 78 010 741 045) and/or
- Destination Brisbane Consortium

Principal Materials has the meaning given in clause 9.1 (Intellectual Property).

Purchase Order means the applicable Purchase Order for Goods and/or Services issued by the Principal to the Supplier.

Representative of a party includes an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer or sub-contractor of that party.

Services means the services to be provided by the Supplier to the Principal under and in accordance with a Purchase Order.

The Stat Entertainment Group means each of the following members

- (a) The Star Entertainment Group Limited (ABN 85 149 629 023); and/or
- (b) The Star Pty Limited (ABN 25 060 510 410); and/or
- (c) The Star Entertainment QLD Limited t/a The Star Gold Coast and Treasury Brisbane (ABN 78 010 741 045)

Supply Chain means the system of activities, organisations, actors, technology information, resources and services indirectly or directly connected to the Supplier's supply of Goods and/or Services to the Principal or as otherwise defined by law.