

AGREEMENT TO SET PICK-UP POINTS OPERATION AGREEMENT TERMS WITH VANA MEMBERS

This agreement is entered into as of the date of the last signature of this agreement below (the "Effective Date"), by and between VANA LTD (ABN 38 004 238 644) located at Suite 4, 202 Ferntree Gully Road, Clayton VIC 3168 ("VANA") and Amazon Commercial Services Pty Ltd (ABN 30 616 935 623), located at Level 37, 2 Park Street, Sydney 2000 NSW Australia, ("Amazon"). This agreement entirely replaces the Pick-Up Points Operation Agreement between VANA and Amazon dated 12 August 2019.

BACKGROUND:

- A. VANA represents member newsagents and lottery agents across Victoria.
- B. VANA and Amazon have agreed terms ("Pick-Up Points Operation Agreement Terms") as set out in this document under which a VANA member newsagent may request to participate in the Pick-Up Program as an "Operator".
- C. If a VANA member newsagent wishes to participate in the Pick-Up Program as an "Operator" it may enter into a VANA Newsagent Pick-Up Operation Agreement incorporating the Pick-Up Points Operation Agreement Terms as contemplated by this agreement.

WHEREBY IT IS AGREED as follows between Amazon and VANA:

- I. VANA represents and warrants to Amazon that VANA has authority to enter this agreement and agree the Pick-Up Points Operation Agreement Terms as the representative body for VANA members.
- II. VANA will ensure that each newsagent requesting to participate as an Operator:
 - (a) receives a copy of the Pick-Up Points Operation Agreement Terms; and
 - (b) enters into a " VANA Newsagent Pick-Up Operation Agreement " with Amazon in the form set out in Exhibit E. VANA will promptly provide each executed VANA Newsagent Pick-Up Operation Agreement to Amazon.
- III. VANA has no authority to execute any VANA Newsagent Pick-Up Operation Agreement on behalf of Amazon.
- IV. Subject to this clause, VANA will implement arrangements with all participating Operators to, at VANA's cost:
 - (a) discharge for the Operators the invoicing requirements set out in Sections 2 and 9 of the Pick-Up Points Operation Agreement Terms; and
 - (b) remit payment of invoices by Amazon to the correct Operator.

Amazon may by written notice instruct VANA to cease managing invoicing and payment as set out

above.

VANA indemnifies Amazon for all claims by Operators that VANA has failed to pass onto an Operator a payment made as contemplated by this clause.

- V. The following terms of the Pick-Up Points Operation Agreement Terms apply to VANA and Amazon as if VANA were the "Operator" and Amazon was "Amazon" with appropriate changes to reflect the context of this agreement:

Section 5 - Confidentiality and Proprietary Rights

Section 8 - Relationship of the Parties; Subcontractors

Section 9 - Taxes (noting that the "supplier" is VANA and the "recipient" is Amazon)

Section 10 - General Provisions (save that in Section 10.4 the parties' address for notices as identified above)

- VI. VANA and Amazon may terminate this agreement at any time by not less than 90 days' notice. Termination of this agreement does not affect any executed VANA Newsagent Pick-Up Operation Agreement.
- VII. VANA will ensure it has arrangements in place with each Operator to ensure communication to Operator of any notices sent by Amazon to the Operator's address for notices as identified in each VANA Newsagent Pick-Up Operation Agreement.
- VIII. Amazon and VANA agree the following as the **Pick-Up Points Operation Agreement Terms**:

Pick-Up Points Operation Agreement Terms ("Agreement")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PICK-UP PROGRAM

1.1 Program Operation. At each owned or leased location operated by Operator (including, where applicable, those locations operated by Operator's licensees and franchisees, on behalf of whom Operator is entering into this Agreement as agent) and mutually agreed by the parties and identified in writing to the Operator by Amazon from time to time (the "Operator Locations"), Operator will from time to time receive parcels under this Agreement ("Program Parcels") on behalf of third parties that are intended to receive ultimate delivery of such Program Parcels (each such third party, an "Amazon Customer"). Amazon will from time to time arrange for Program Parcels to be delivered to an Operator Location, including when Amazon is authorized or directed to do so by the applicable Amazon Customer.

1.2 Standard Operating Procedures and Performance Standards. Operator will provide specialized services to Amazon, which consist of accepting, storing, tracking, reporting, monitoring, and

responding to Amazon Customer requests with respect to all Program Parcels and distributing the Program Parcels to Amazon Customers or transportation service providers, as applicable (the “Pick-Up Program”), in each case in accordance with the standard operating procedures, performance standards, and reporting requirements agreed between Amazon and Operator in writing from time to time (the “Performance Standards”). The initial Performance Standards and relevant service levels are attached to this Agreement as Exhibit A and Amazon may update or modify the same on reasonable notice to Operator. Except as provided in Section 1.4, and other than where provided by Amazon in relation to the Pick-Up Program, Operator will provide all equipment, supplies, software and other resources necessary to operate the Pick-Up Program in accordance with this Agreement.

1.3 No Expectation or Exclusivity. Notwithstanding anything to the contrary in this Agreement, Amazon makes no promises or representations whatsoever as to the amount of business Operator can expect at any time under this Agreement or the amount of any future business. Amazon may from time to time give information on volume and other projections to Operator, but such projections are speculative only and will not in any event give rise to any liability on the part of Amazon. The parties acknowledge and agree that (a) Amazon may engage the services of other companies that may perform the same or similar operations and/or services as those provided by Operator; (b) neither party will have, or acquire by virtue of this Agreement or otherwise, any vested, proprietary or other right in the other party’s trademarks or in “goodwill” created by such party’s efforts hereunder; and (c) neither party is liable for, and each party hereby releases the other party from and against, any termination payment, severance payment, penalty, damages or other compensation (including consequential, punitive or exemplary damages, damages relating to expenditures made or commitments incurred, or damages based on any loss of goodwill, income or profits) or any other claims relating to the other party’s decision to terminate (for any or no reason) or refrain from extending or renewing this Agreement.

1.4 Licensed Materials; Devices.

(a) As used in this Agreement, “Licensed Materials” means any software (including any mobile application), website, content, or other information made available to Operator (whether standalone, for use on devices owned by Operator or Amazon, or otherwise) by Amazon or its Affiliates (as defined in Section 5.1) in connection with the Pick-Up Program, together with any related manuals and other documentation. Amazon grants to Operator, during the Term, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Licensed Materials in any country in which the Operator Locations are located, solely for the purpose of performing Operator’s obligations under this Agreement. Operator will not, in whole or in part: (i) copy the Licensed Materials; (b) distribute copies of the Licensed Materials or any part of the Licensed Materials to any third party; (c) modify, adapt, translate, reverse engineer, make alterations to, decompile, disassemble, or make derivative works based on the Licensed Materials or any part of the Licensed Materials; or (d) use the Licensed Materials other than to perform Operator’s obligations under this Agreement. Operator will, and will cause its Personnel (as defined in Section 8.1) to, attend the training relating to the Licensed Materials as required by Amazon, including for updates and periodic refresher training. Amazon may, in its sole discretion, prohibit or otherwise restrict Operator or its Personnel from accessing or logging into the Licensed Materials.

(b) Operator will notify Amazon (at the email address designated by Amazon for this purpose) immediately after becoming aware that any device on which any Licensed Material is installed has been lost, stolen, or misplaced. If Amazon provides Operator with any device(s) or other equipment (“Amazon Equipment”) in connection with the Pick-Up Program and any such Amazon Equipment (or any part of it) is lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned without the

express prior written consent of Amazon, Operator will promptly pay Amazon the full replacement cost of such Amazon Equipment, together with any incidental costs that are incurred by Amazon to replace the same.

(c) To the fullest extent permitted by applicable Law, Amazon licenses the Licensed Materials to Operator "as is" and expressly disclaims all warranties, conditions, guarantees, terms representations and undertakings of any kind, whether express or implied, including warranties of merchantability, non-infringement, title, or fitness for a particular purpose or warranty that the Licensed Materials will meet Operator's requirements or will operate uninterrupted, error free, or provide accurate, complete, or up-to-date information. To the extent permitted by law, Amazon will not be responsible for any loss, damage, or claim caused by or attributable to any defect or deficiency in any Licensed Materials.

1.5 Title. Full legal, beneficial and equitable title to the Program Parcels and the Amazon Equipment shall at all times remain with Amazon or, in the case of the Program Parcels only (on acceptance by the relevant Amazon Customer) the Amazon Customer. Operator shall have no right, title or interest in or to the Program Parcels or the Amazon Equipment. The arrangements in this Agreement do not give rise to a security interest under the *Personal Property Securities Act 2009* (Cth) ("PPSA"). While the Program Parcels and any Amazon Equipment are in the possession or control of Operator: (a) Operator will keep such Program Parcels and Amazon Equipment properly stored, protected, and labelled or identified electronically on Operator's own system as Amazon's property, and insured against all risks in accordance with Section 7 (Insurance); (b) Amazon will be entitled at any time, subject to providing reasonable notice, to enter upon any Operator or third party premises where the Program Parcels and the Amazon Equipment are stored to inspect them; (c) Operator shall ensure that suitable and stringent physical and other security measures (including, without limitation, access rights in relation to storage and delivery areas) are in place and are fully complied with by all relevant Personnel in order to minimize the risk of theft, destruction, loss of, and/or damage to, the Program Parcels or the Amazon Equipment; (d) Amazon shall be entitled at any time to require Operator to deliver up the Program Parcels and the Amazon Equipment to Amazon and if Operator fails to do so immediately Amazon will be entitled to enter on to the premises of Operator or any third party where the Program Parcels and the Amazon Equipment are stored and repossess the same; (e) Operator will not in any way create or permit to subsist any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any "security interest" as defined in sections 12(1) or (2) of the PPSA over any of the Program Parcels or Amazon Equipment; and (f) Operator will not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Program Parcels or Amazon Equipment other than as permitted under this Agreement.

2. FEES

2.1 The fees are as detailed in Exhibit D. Operator may invoice Amazon the fees monthly in arrears. Amazon will pay Operator the fees as within 60 days following receipt of a valid tax invoice.

2.2 Unless otherwise agreed between Amazon and the Operator:

(a) the Operator will appoint VANA LTD (ABN 38 004 238 644) ("VANA") to invoice Amazon on the Operator's behalf;

(b) Amazon will discharge its payment obligations in Section 2.1 by making payment to the account identified in invoices received from VANA; and

(c) the Operator is responsible for making any necessary arrangements with VANA to enable invoicing by and payment to the Operator as contemplated in this Section 2.

3. TERM AND TERMINATION

3.1 Term. The term of this Agreement will begin on the Effective Date and continue until either party terminates this Agreement (in whole or with respect to any particular Operator Location(s)) by providing at least ninety (90) days' prior written notice of termination to the other party; provided, however, that Operator may not terminate this Agreement (in whole or with respect to any particular Operator Location(s)) under this Section 3.1 if such termination would have an effective date on any day between October 1 and January 15 (inclusive).

3.2 Termination for Cause. Either party may terminate this Agreement (in whole or with respect to any particular Operator Location(s)) immediately by providing written notice to the other party, for cause if the other party: (a) is in material breach of this Agreement; or (b) has failed to remedy a breach within 14 days of being given notice to do so. Additionally, Amazon may terminate this Agreement (in whole or with respect to any particular Operator Location(s)) immediately by providing written notice to Operator: (a) if Operator fails to comply with any of its obligations in Exhibit A on a regular basis; (b) if Operator does not make a Program Parcel available for collection by an Amazon Customer or transportation service provider as required by Exhibit A or the Pick-Up Program; (c) if Operator does not accept Program Parcels as required in Exhibit A; or (d) as stated in this Agreement.

3.3 Insolvency. If either party is adjudicated bankrupt, institutes voluntary proceedings for bankruptcy or reorganization, makes an assignment for the benefit of its creditors, applies for or consents to the appointment of a receiver for it or its property, or admits in writing its inability to pay its debts as they become due, the other party may immediately terminate this Agreement by written notice. Any such termination will not relieve either party from any accrued obligations hereunder.

3.4 Survival. No termination of this Agreement for any reason shall relieve any party of any liability or obligation to the extent accruing prior to such termination. The following provisions shall survive termination or expiration of this Agreement under any circumstance: No Expectation or Exclusivity (Section 1.3); Term and Termination (this Section 3); Representations, Warranties and Covenants (Section 4); Confidentiality and Proprietary Rights (Section 5); Indemnification (Section 6); Insurance (Section 7); Taxes (Section 8); and General Provisions (Section 10).

3.5 Removal. On the effective date of any termination (or prior thereto, if requested by Amazon) of this Agreement (in whole or with respect to any particular Operator Location(s)), Operator will, at its expense: (a) ensure that each affected Operator Location will not accept any Program Parcels after the effective date of termination; (b) process all Program Parcels that are then located or subsequently accepted at each affected Operator Location for return to Amazon in accordance with the returns standard operating procedure set forth in the Performance Standards; (c) return any property of Amazon that is located at any affected Operator Location to an address specified by Amazon; and (d) return or destroy (at Amazon's election) any advertising, promotional, or other documents or materials relating to the Pick-Up Program then located at each affected Operator Location.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Operator represents, warrants and covenants, as applicable, to Amazon as follows:

4.1 Operator Representations. Operator has all right, power and authority to enter into this Agreement and perform its obligations hereunder, including, where applicable, as an appointed agent for Operator's licensees and franchisees operating the relevant Operator Locations. Operator's entry into and performance of its obligations under this Agreement does not and will not (with or without the passage of time or giving of notice or both) violate any governing document, any third party arrangement or agreement, or any law, statute, order, judgment, regulation, agency requirement, ordinance, and other requirements (including requirements for licenses, permits, certifications and approvals) of governmental authorities having jurisdiction or other rule ("Law"), in each case by which Operator is bound or to which Operator or any of its assets is subject. Operator holds good and valid title to, or a valid leasehold interest in and to, each Operator Location, and Operator shall not without the prior written consent of Amazon assign, modify, terminate or permit to lapse its ownership or leasehold interest in any Operator Location.

4.2 Pick-Up Program. Operator will: (a) operate the Pick-Up Program in a competent and skilled manner in accordance with the level of professional care customarily observed by skilled professionals rendering similar services; (b) meet, at a minimum, the Performance Standards; (c) comply with all applicable Laws, in operating the Pick-Up Program, and hold and comply with all required licenses, permits and approvals; (d) promptly notify Amazon (at the email address designated by Amazon for this purpose) of any event or circumstance that impairs the safety of or delays distribution of Program Parcels, and will use reasonable care and due diligence in the protection of the Program Parcels; and (e) at all times have sufficient equipment, personnel and resources available to operate the Pick-Up Program (and, in any case in which Operator believes, in its reasonable business judgment, that it does not have sufficient equipment, personnel and resources available to operate the Pick-Up Program, Operator will immediately notify Amazon at the email address designated by Amazon for this purpose).

4.3 No Liens. Operator will not hold, and hereby waives all rights to, any lien upon Amazon property or assets, including any Program Parcels and Amazon Equipment or other items delivered to Operator or any documents relating to any such Program Parcels or other items, on behalf of itself and any third party landlord, subcontractor or other business relation of Operator, regardless of whether any such person or entity would otherwise be entitled to such lien pursuant to contract or applicable Law.

4.4 Code of Business Conduct and Ethics. Operator acknowledges that Amazon's Code of Business Conduct and Ethics (the "Code"), which is posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct> as of the Effective Date, prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. Operator will not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption Laws in performing under this Agreement. Amazon may immediately terminate or suspend performance under this Agreement if Operator breaches this Section 4.4. Operator will maintain true, accurate and complete books and records concerning any payments made to another party by Operator or its Personnel (as defined in Section 8.1) under this Agreement, including on behalf of Amazon. Amazon and its designated representative may inspect Operator's books and records to verify such payments and for compliance with this Section 4.4.

4.5 Supplier Code. Operator will comply, at its sole cost and expense, with any social compliance and product safety requirements made available by Amazon to Operator (collectively,

“Compliance Requirements”), including Amazon’s Supplier Code of Standards and Responsibilities, which is posted at <http://www.amazon.com/gp/help/customer/display.html?ie=UTF8&nodeId=200885140> as of the Effective Date. Operator will permit, as requested by Amazon from time to time, Amazon’s designees to audit Operator’s compliance with any Compliance Requirements, and, at Operator’s sole cost and expense, Operator will implement any corrective actions required by Amazon resulting from such audits.

4.6 Proprietary Rights. The operation of the Pick-Up Program by or on behalf of Operator, and any reports, information, data or other materials provided by or on behalf of Operator, do not and will not violate or infringe any third party’s trademarks, trade secrets, copyrights, patents or any other intellectual property or proprietary rights in any country (collectively, “Proprietary Rights”).

4.7 Embargoed Countries. The Operator represents and warrants that the Operator and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury’s Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce’s Entity List), the European Union or its member states, or other applicable government authority.

5. CONFIDENTIALITY AND PROPRIETARY RIGHTS

5.1 Confidential Information. The parties agree that the existence of this Agreement, its terms and conditions, and any other information obtained from Amazon in connection with this Agreement or related to the Pick-Up Program that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including information relating to Amazon’s technology, customers, business plans, marketing activities and finances) shall be confidential information (“Confidential Information”). Operator may use Confidential Information only in pursuance of its business relationship with Amazon under this Agreement. Except as provided in this Agreement, the Operator will not disclose Confidential Information to anyone without Amazon’s prior written consent. The Operator will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. For purposes of this Agreement, “Affiliate” means, with respect to any entity, any person or other entity that controls, is controlled by, or is under common control with such first entity.

5.2 No Publicity. Except as expressly permitted pursuant to this Section 5.2 and Section 5.3, Operator will not use any trade name, trademark, service mark, logo, commercial symbol, or any other proprietary rights of Amazon or any of its Affiliates in any manner without prior written authorization of such use by Amazon. Both parties can issue press releases or publicity relating to the Pick-Up Program or this Agreement (“Publicity”) in any brochures, advertisements, client lists or other promotional materials (including television interviews), where such Publicity refers only to mutually-approved press releases or the contents thereof, if any. A party must not include in an approved Publicity any additional information without obtaining the other party's prior written approval. Operator will not do anything that suggests or implies that the Pick-Up Program is a co-branded or co-sponsored initiative between Amazon and Operator.

5.3 Promotional Materials. Operator may, at its election, display advertising, promotional or other documents or materials relating to the Pick-Up Program that are provided by Amazon from time to time (or that are otherwise in a form and substance specifically reviewed and approved in advance by Amazon), in a manner mutually acceptable to Operator and Amazon ("Promotion Displays"), in which case (a) Amazon or one of its Affiliates will grant to Operator, and Operator will accept, a non-exclusive, non-transferable, non-assignable, non-sublicenseable, revocable license to use the Amazon trademark(s) included in any such Promotion Display (collectively, the "Amazon Marks"), solely in connection with such Promotion Display, (b) Amazon and its Affiliates shall have the right to monitor the quality of each Promotion Display, and Operator shall assist Amazon and its Affiliates in monitoring such quality by permitting Amazon to review such Promotion Display, (c) Operator will comply with all Trademark Usage Guidelines issued by Amazon and its Affiliates ("Trademark Usage Guidelines") and will not use the Amazon Marks except as expressly provided herein and in the Trademark Usage Guidelines, and (d) Operator will promptly and permanently remove, and if requested by Amazon, destroy, all Promotion Displays after the earlier of Amazon's written request or the expiration or termination of this Agreement. An initial copy of the Trademark Usage Guidelines, which may be modified or superseded by Amazon or its Affiliates from time to time, is attached as Exhibit B. Operator acknowledges and agrees that (i) none of Operator, its Affiliates, or Personnel of any of the foregoing has any interest in or to the Amazon Marks other than the interest granted pursuant to this Section 5.3, (ii) Amazon (and/or its Affiliates) will remain the sole and exclusive owner of all right, title and interest in and to the Amazon Marks, and (iii) Operator's use of the Amazon Marks and any goodwill in the Amazon Marks resulting from such use will inure solely to the benefit of Amazon and its Affiliates and will not create for Operator any right, title or interest in or to the Amazon Marks. Operator agrees that it will do nothing to impair Amazon's and its Affiliates' ownership or rights in and to the Amazon Marks and that it will not contest, oppose or challenge Amazon's and its Affiliates' ownership of the Amazon Marks.

5.4 Information and Data Security. Operator shall comply with Amazon's information security policy, as updated from time to time and notified to the Operator in advance (the "InfoSec Policy", and together with the Code of Conduct and the Supplier Code, the "Amazon Policies"). Amazon's current InfoSec Policy is attached hereto as Exhibit C.

5.5 Data Protection. Operator will, and will ensure that its Personnel will, comply with all provisions of the *Privacy Act 1988* (Cth) and all other applicable Law (including any variation, addition to or replacement of said Law and to any implementation thereof) and any applicable codes of practice and best practice guidance issued by any applicable authorities (together, the "Data Protection Requirements"). The Operator shall only collect, use and disclose Amazon Customer information ("Amazon Customer Data") for the legitimate purposes of performing Operator's obligations under this Agreement and for no other purpose unless instructed to do so by Amazon. In addition, in respect of Amazon Customer Data, Operator will: (i) act only on documented instructions from Amazon and take appropriate technical and organizational measures against unauthorized or unlawful processing of Amazon Customer Data, including by ensuring that Operator takes such steps as are reasonable in the circumstances to prevent the Amazon Customer Data from misuse, interference and loss, and from unauthorized access, modification or disclosure; (ii) ensure that Operator's Personnel have committed to the confidentiality commitments and the Amazon Policies under this Agreement; (iii) not sub-contract or outsource the performance of its obligations under this Agreement or the processing of any Amazon Customer Data to any third party without the prior written consent of Amazon and without that third party commitment to obligations hereunder; (iv) not transfer any Amazon Customer Data outside of Australia without the prior written consent of Amazon; (v) assist Amazon in ensuring compliance with its obligations as per the Data Protection Requirements and, in particular, to those related to the

implementation of security measures required by the Regulation; (vi) make available to Amazon all information needed to demonstrate compliance with the obligations laid down in this clause and allow for and contribute to audits including inspections conducted by Amazon or by a third party mandated by Amazon; (vii) return all materials containing Amazon Customer Data to Amazon (or if held electronically Operator shall ensure all files containing Amazon Customer Data are deleted and shall provide written confirmation of this to Amazon) immediately on termination or expiry of this Agreement or sooner on Amazon's written request; and (viii) notify Amazon as soon as reasonably possible upon becoming aware that a complaint has been made by a third party in relation to the Operator's handling of any Amazon Customer Data.

5.6 Retained Intellectual Property; Work Product.

(a) Retained Intellectual Property. Each party retains all right, title and interest (including all Proprietary Rights) in and to its Retained Intellectual Property. "Retained Intellectual Property" consists of each party's concepts, data, designs, developments, documentation, drawings, hardware, improvements, information, inventions, processes, software, techniques, technology, tools, and any other intellectual property, and any third party licenses or other rights to use any of the foregoing, that: (i) exist prior to the Effective Date, or (ii) are developed entirely independently by a party, at any time: (A) without any use, knowledge of, or reference to, the other party's confidential information or other information obtained in connection with this Agreement, and (B) do not constitute Work Product (as defined below).

(b) Work Product. The parties agree that, between the parties, any information or data arising out of or in connection with the Pick-Up Program, including any Amazon customer data and any data, analysis or other work specifically commissioned by Amazon and agreed to by Operator but excluding any of Operator's Retained Intellectual Property (collectively, "Work Product"), is owned by Amazon. The Work Product has been specially ordered and commissioned by Amazon. Operator agrees that the Work Product is a "work made for hire" for copyright purposes, with all copyrights in the Work Product owned by Amazon. To the extent that the Work Product does not qualify as a work made for hire under applicable Law, and to the extent that the Work Product includes material subject to copyright, trade secret, or other proprietary rights protection, Operator hereby assigns to Amazon (or to such of its Affiliates as it may designate), its successors and assigns, all right, title and interest in and to the Work Product. To the extent necessary to effect this assignment, Operator will execute any documents that Amazon reasonably requests. At any time upon request from Amazon and upon termination or expiration of this Agreement, Operator will deliver to Amazon, in the form reasonably requested, all materials containing Work Product, whether complete or in process.

(c) License to Operator's Retained Intellectual Property. To the extent Operator's Retained Intellectual Property is embodied or incorporated in any Work Product, Operator grants Amazon and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable, fully paid up license to (i) use, make, have made, sell, offer to sell, reproduce, perform, display, distribute, and import such Retained Intellectual Property, (ii) adapt, modify, and create derivative works of such Retained Intellectual Property, and (iii) sublicense the foregoing rights.

6. **INDEMNIFICATION**

6.1 Indemnification. Operator will defend, hold harmless, and indemnify Amazon, each of its Affiliates, and its and their respective directors, officers, employees, successors and assigns (collectively, "Indemnified Parties"), from and against any third-party allegation or claim based on, or any loss, damage, settlement, cost, expense and any other liability (including reasonable attorneys' fees and expenses)

arising out of or in connection with: (a) any act or omission by Operator or its Personnel, including the negligent act or omission, wilful misconduct, or strict liability of Operator or its Personnel; (b) a breach of this Agreement by Operator or its Personnel, including any of Operator's representations, warranties, covenants, or agreements contained in this Agreement; or (c) any personal or bodily injury (including death) or damage to property caused by any act or omission of Operator or its Personnel in connection with the Pick-Up Program (each, a "Claim"), except to the extent that any such loss, damage settlement, cost, expense or other liability is caused or contributed to by Amazon's wrongful act or omission or is stated in this Agreement to be a matter for which the Operator is not responsible. Operator's obligations under this Section 6.1 are independent of all of its other obligations under this Agreement. Operator will use counsel reasonably satisfactory to Amazon to defend each Claim, and Amazon will reasonably cooperate (at Operator's expense) with Operator in the defense of such Claim. Operator will not consent to the entry of any judgment or enter into any settlement with respect to any Claim without Amazon's prior written consent, which may not be unreasonably withheld. If at any time Amazon reasonably determines that any Claim might adversely affect any Indemnified Party, then without limiting Operator's indemnification obligations, Amazon may take control of the defense of the Claim, and in such event Amazon and its counsel will proceed diligently and in good faith with that defence. Operator will not settle any Claim without the Indemnified Parties' prior written consent, which may not be unreasonably withheld. Operator will see that any settlement it makes of any Claim is made confidential, except where not permitted by Law. Operator's duty to defend is independent of its duty to indemnify.

6.2 Cooperation. In the event that Amazon has any claim, cause of action or other legal recourse against a third party (including employees of Amazon or Operator's Personnel) relating to or arising in connection with any Operator Location or the Pick-Up Program, Operator agrees to reasonably cooperate with Amazon and provide all information within its reasonable control to Amazon that is related to such claim, cause of action or other legal recourse.

7. **INSURANCE**

Throughout the Term, Operator will carry, at its expense, (a) "Public Liability" insurance, including but not limited to contractual, advertising, and personal injury liability, including consequential and non-consequential damages, with limits of not less than one (1) million Australian dollars per occurrence, and providing for a sub-limit for employee dishonesty of not less than five hundred thousand Australian dollars (AU\$500,000) per loss and (b) workers' compensation insurance as required by law. All such policies will also cover Operator's liability under this Agreement for any acts by subcontractors. Operator will cause each insurance policy to provide that it will not be canceled or allowed to expire without at least 30 days' prior written notice from Operator to Amazon. Operator will submit certificates of insurance for the coverage required under this Section 7 on or prior to the Effective Date and thereafter upon each insurance policy renewal and at Amazon's request. Operator will send certificates of insurance to their Amazon point of contact via email and via post to, Attn: Risk Management, Level 37, 2 Park Street, Sydney, NSW 2000, cc: coi@amazon.com. Amazon's approval of any of Operator's insurance policies does not relieve or limit any of Operator's obligations under this Agreement, including liability under Section 6 for claims exceeding required insurance limits

8. **RELATIONSHIP OF THE PARTIES; SUBCONTRACTORS**

8.1 Independent Contractors; Operator's Personnel. Amazon and Operator are independent contractors, and nothing in this Agreement is to be construed as creating an agency, partnership, or joint

venture relationship between the parties. As between Amazon and Operator, Operator has exclusive responsibility for its Personnel and exclusive control over its policies relating to wages, hours, working conditions and other employment conditions. Operator expressly agrees and acknowledges that Operator is an independent contractor and there is no employment relationship between Operator's Personnel and Amazon. Consequently, Operator's Personnel are not eligible to participate in any employment benefit plans or other benefits available to Amazon's employees. Operator is solely responsible for the payment of all salaries, compensation and benefits to its Personnel, as well as for making all deductions and withholdings from the salaries and other compensation of its Personnel and for paying all related contributions, taxes, superannuation and assessments. None of Amazon, its subsidiaries or its Affiliates will have any liability for the debts, liabilities, damages, claims or expenses arising or related to the operation of the Pick-Up Program by Operator or Operator's business. Neither Operator nor any of its Personnel has any authority to bind Amazon or any of its Affiliates to any agreement or obligation. The terms and conditions of this Agreement are binding upon Operator, its Affiliates and their respective Personnel. Operator (a) will ensure that such entities and individuals comply with this Agreement, and (b) will be responsible for all acts, omissions, negligence and misconduct of such entities and individuals. Operator will ensure that all Operator's Personnel are authorized to lawfully operate the Pick-Up Program pursuant to applicable immigration and work status Laws; and to the best of Operator's knowledge after due inquiry permitted under law, Operator Personnel have not been convicted of a felony or indictable criminal offence punishable by a term of imprisonment of not less than one year, in the previous seven (7) years, or, if they have, Operator has (to the extent in accordance with Laws) provided information to Amazon regarding the nature, severity, and date of each such conviction. As used in this Agreement, "Personnel" means the employees, agents, representatives, franchisees, contractors, and subcontractors of a person or entity.

8.2 Subcontractors. Operator will not engage subcontractors to operate the Pick-Up Program without the prior written consent of Amazon. If Amazon provides written consent to any instance of subcontracting by Operator, then notwithstanding the existence or terms of any subcontract, Operator will remain responsible for the operation of the Pick-Up Program in full compliance with this Agreement. Without in any way limiting Operator's obligations or Amazon's rights under Section 6, if any subcontractor of Operator asserts any claim, demand, suit, or action ("Subcontractor Claim") against Amazon or its Affiliates and Operator is then undergoing any bankruptcy proceeding, then Amazon may in its sole discretion, but is not obligated to, defend or settle such Subcontractor Claim at Operator's cost and expense; provided, that, for the avoidance of doubt, if Amazon incurs or pays any damages, liabilities, losses, reasonable costs and expenses, or any other reasonable amounts relating to such Subcontractor Claim, Amazon may set off such amounts in full against any amounts Amazon owes to Operator and/or demand immediate full reimbursement from Operator.

8.3 In case of any sale or transfer of all or any part of the operator's business, Operator shall solely assume all liability to its Personnel resulting from the transfer and shall be liable for any and all action from its Personnel partly or wholly based on the transfer. Operator shall be responsible for and insure the defense of all action brought against Amazon or its Affiliates in relation to the transfer and shall indemnify Amazon and its Affiliates (for Amazon and its Affiliates in their own capacity and as trustee for any person or persons to whom the provision by the Operator of the services under this Agreement has transferred) fully against any cost, loss, expense or damage (including reasonable legal fees) resulting from such actions, including all sums that Amazon or its Affiliates would pay following a judicial decision or an extrajudicial decision.

9. TAXES

Terms defined in the GST Act have the same meaning when used in this Section 9, or in the definition of "GST Amount" unless expressly stated otherwise. Unless expressly stated otherwise, any consideration payable or to be provided or amount used in the calculation of a sum payable under this Agreement has been determined without regard to GST and must be increased, on account of any GST payable under this clause. If any GST is payable on any taxable supply made under this Agreement to the recipient by the supplier, the recipient must pay the GST Amount to the supplier at the same time and in the same manner of making payment of any consideration on which the GST is calculated. The supplier must provide a tax invoice or adjustment note (as the case may be) as a precondition for payment by the recipient of the GST Amount. If at any time an adjustment is made between the supplier or any other payer of GST and the relevant taxing authority on account of GST on any supply made or other matter or thing done under or in connection with this Agreement by the supplier, a corresponding adjustment must be made as between the supplier and the recipient and additionally, any payment required to give effect to that adjustment must be made. Amazon may deduct or withhold any taxes that Amazon may be legally obligated to deduct or withhold from any amounts payable to Operator under this Agreement or otherwise, and payment to Operator as reduced by such deductions or withholdings will constitute full payment and settlement to Operator of such amounts. Throughout the Term, Operator will ensure that Amazon is provided with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement. In this section 9 and for the purposes of this Agreement:

- (a) "GST" means a goods and services tax levied or imposed under the GST Act;
- (b) "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (c) "GST Amount" means the amount calculated by multiplying the consideration (excluding the amount payable as GST) for the relevant taxable supply by the prevailing GST rate.

10. GENERAL PROVISIONS

10.1 Books and Records; Site Visits. Amazon may, upon 48 hours' advance notice to Operator, conduct (or engage a third party to conduct) a performance audit and/or on-site visits of any Operator Locations to determine if Operator is meeting its obligations hereunder. Operator will provide all relevant reports and related information in a satisfactory format that enables Amazon to conduct performance audits. During the Term and for three years thereafter (or for a longer period if required under applicable laws), Operator will keep all books and records relating to the Pick-Up Program in accordance with generally accepted accounting standards. Amazon may examine such books and records upon reasonable notice and during normal business hours.

10.2 Assignment. Operator will not assign, novate or otherwise transfer any part or all of this Agreement, or subcontract or delegate any of Operator's obligations or rights under this Agreement, without Amazon's prior written consent. Any attempt to assign, novate or otherwise transfer or subcontract or delegate in violation of this Section 10.2 is null and void. Subject to the foregoing, in this Section 10.2, this Agreement will be binding upon, and inure to the benefit of, the permitted successors and assigns of each party. Operator agrees that Amazon may, on reasonable notice to Operator, assign this Agreement (or any of Amazon's rights and interests under this Agreement): (a) to any of its Affiliates;

or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets, or any similar transaction.

10.3 Governing Law; Dispute Resolution. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of New South Wales, Australia without reference to the rules governing choice of laws. The parties hereby irrevocably submit to the exclusive jurisdiction and venue of the Courts of New South Wales, Australia, with respect to any claim, action or proceeding arising out of or in connection with this Agreement or the transactions contemplated hereby, and hereby agree not to commence or prosecute any such claim, action or proceeding other than in the aforementioned courts. The parties' rights and obligations are not governed by the United Nations Convention on Contracts for the International Sale of Goods.

10.4 Notices. Except as otherwise provided in this Agreement, notices under this Agreement are sufficient only if given by personal delivery, certified mail, nationally recognized overnight courier service, or facsimile with electronic confirmation to the other party, in each case in accordance with this Section 10.4. Such notice shall be deemed effective: (a) when delivered personally; (b) three business days after sent by certified mail (return receipt requested) to the applicable address(es) set forth in the executed VANA Newsagent Pick-Up Operation Agreement; (c) on the next business day after being sent by a nationally recognized courier service to the to the applicable address(es) set forth in the executed VANA Newsagent Pick-Up Operation Agreement; or (d) on the next business day after being sent by facsimile (with electronic confirmation) to the applicable fax number(s) set forth in the in the executed VANA Newsagent Pick-Up Operation Agreement, and the Operator agrees that, unless otherwise notified (in the case of an Amazon change in details) or agreed by Amazon (in the case of an Operator change in details), the applicable address(es) referred to in this Section 10.4 will remain the address(es) for service of proceedings and notices.

10.5 Amendment and Waiver. Except as set forth in this Section 10.5, this Agreement may not be amended, supplemented, suspended, superseded or otherwise modified except by a written instrument, expressly identifying the modifications made and signed by an authorized representative of each of the parties; provided, however, that in each instance in this Agreement where reference has been made to establishing or deviating from the terms of this Agreement as "mutually agreed" (or with substantially similar terms), each party acknowledges and agrees that the parties may so agree by any commercially reasonable means. No waiver shall be effective under this Agreement except by a written instrument, expressly identifying the rights waived and signed by an authorized representative of each person or entity to be bound thereby. A waiver of any breach or default will not constitute a waiver with respect to any different or subsequent default unless expressly provided in such waiver instrument. Without limiting the generality of the foregoing, a party shall not be deemed to modify any term or waive any right or remedy under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing in one or more instances to exercise any right hereunder.

10.6 Remedies. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. Operator acknowledges that any material breach of this Agreement by Operator would cause Amazon irreparable harm for which Amazon has no adequate remedies at law. Accordingly, Amazon is entitled to specific performance of this Agreement or injunctive relief for any such breach (without the necessity of proving damages or posting a bond). Operator waives all claims for damages by reason of the wrongful issuance of an injunction and acknowledges that its only remedy in that case is the dissolution of that injunction.

10.7 Construction. Each addendum, exhibit and schedule associated with this Agreement is hereby incorporated by reference, as if fully set forth herein, and each reference to an exhibit in this Agreement shall include all subsections or portions of such exhibit. If any provision of this Agreement is determined to be unenforceable in any jurisdiction, the parties intend that this Agreement be enforced in such jurisdiction as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced in such jurisdiction to the extent that they are enforceable, and the parties further agree to substitute for the invalid provision a valid provision (with respect to such jurisdiction) which most closely approximates the intent and economic effect of the invalid provisions. The section headings of this Agreement and of any exhibit hereto are for convenience only and have no interpretive value. The use of the word “including” and similar terms in this Agreement shall be construed without limitation. References in this Agreement to “business days” shall refer to Monday to Friday except public holidays in the country in which the relevant Operator Location is located. Each party and its counsel has reviewed and jointly participated in the drafting of this Agreement. No rule of strict construction or presumption that ambiguities shall be construed against any drafter shall apply, and no presumptions shall be made or inferences drawn because of the final inclusion of a term not contained in a prior draft or the final deletion of a term contained in a prior draft.

10.8 Counterparts. This Agreement and any amendment or addendum hereto may be executed in one or more counterparts that together will constitute one and the same agreement. Each party may execute and deliver this Agreement and any amendment or addendum hereto by facsimile or electronic transmission (including in portable document format) of one or more signed counterparts.

10.9 LIMITATION OF LIABILITIES. EXCEPT WITH RESPECT TO CLAIMS FOR BREACH OF SECTION 5 AND FOR OPERATOR’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE UNDER ANY CIRCUMSTANCES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STATUTE OR OTHERWISE FOR SPECIAL, CONSEQUENTIAL, LOST OPPORTUNITIES OR PROFITS, INCIDENTAL OR PUNITIVE DAMAGES.

10.10 Entire Agreement. To the fullest extent permitted by law, this Agreement, together with any non-disclosure agreement executed by the parties in relation to this Agreement (“NDA”), constitutes the complete and final agreement of the parties pertaining to the Pick-Up Program and supersedes the parties’ prior agreements, understandings, communications and discussions, oral or written, relating to the subject matter hereof. The application of any conflicting, deviating or supplementary terms and conditions of Operator and any other terms stipulated in any other document issued by Operator (invoice, delivery notice, etc.) is hereby expressly excluded even if Amazon does not expressly object to them.

EXHIBIT A

Performance Standards

1. Standard Operating Procedures.
 - (a) Operator Locations.
 - (i) Operator will keep each Operator Location clean, in good condition, free from any defects, repair or maintenance obligations, debris, or other environmental conditions (such as flood, ice or snow), and in strict compliance with the applicable health and safety Laws.
 - (ii) Operator will maintain (A) an area in each Operator Location for the receipt of Program Parcels, and (B) counter-space for the operation of the Pick-Up Program.
 - (b) Acceptance. Operator will accept all Program Parcels delivered in accordance with this Agreement. During the Term, each Operator Location will be prepared to accept Program Parcels on each day of each year during the hours specified in Section 2(a) below.
 - (c) Storage.
 - (i) Operator will locate Program Parcels within a designated area of each Operator Location which is secure, suitable and sufficient for the storage of the Program Parcels.
 - (ii) Operator will provide suitable access to each Operator Location and such designated area in order to allow transportation service providers to safely and efficiently deliver and/or accept distribution of Program Parcels. Only transportation service providers designated by Amazon and Operator's Personnel may have access to such designated areas or to the Program Parcels located there.
 - (iii) Operator will make each Program Parcel available for collection by the Amazon Customer specified on the shipping label or by any transportation service provider designated by Amazon, in each case during the published opening hours of the applicable Operator Location for a period of fourteen (14) business days from the date of receipt of such Program Parcel at such Operator Location, unless an extension or a different period is agreed between Amazon and the Operator.
 - (d) Enquiries.
 - (i) Operator will reasonably assist Amazon Customers at each Operator Location upon request, including confirming that an Operator Location participates in the Pick-Up Program and informing Amazon Customers about the customer requirements set forth in Section 1(e) below for distribution of a Program Parcel. For any further customer inquiries, Operator will refer the customer to the email correspondence, instruction and tracking data sent to the customer from Amazon.

- (ii) If Operator becomes aware of an issue with the Pick-Up Program or any particular Program Parcel, Operator will promptly notify Amazon at the email address and/or telephone number designated by Amazon for this purpose.
- (e) Distributions.
- (i) Operator will ensure that each Program Parcel is distributed only to the Amazon Customer specified on the shipping label (or an authorized representative of such person, providing sufficient evidence of such authorized representation,) or to any transportation service provider designated by Amazon by verifying the unique numerical ID number provided by the customer matches the parcel ID number, or by such other means determined by Amazon from time to time.
 - (ii) Operator will follow the instructions on the relevant Amazon application ("App") for distributing the Program Parcels. For example, if the App specifies that the customer must have identification to demonstrate that they are above a certain age, the Operator must request and check that information, and record it as per the instructions on the App.
 - (iii) Distribution and receipt of Program Parcels during periods of system outages must be manually recorded and uploaded to an applicable tracking database after the system outage is rectified.
 - (iv) Amazon and Operator will work diligently to continuously improve the quality of Program Parcel distributions.
- (f) Damages and Losses.
- (i) If Operator becomes aware that any Program Parcel is dented, punctured, torn, wet, soiled, or is determined to contain damaged product due to sound (a "Damaged Parcel") prior to distribution, Operator will promptly notify Amazon at the email address and/or telephone number designated by Amazon for this purpose. Operator will reasonably cooperate with Amazon Customer Service in assessing damage to a Damaged Parcel, including providing a digital photo illustrating the damage, to the extent practicable. If requested by Amazon Customer Service, the Program Parcel will be recalled pursuant to Section 1(g) below.
 - (ii) If Operator becomes aware that any Program Parcel is lost, misplaced or erroneously distributed, Operator will promptly notify Amazon at the email address, telephone number, and/or other communication method designated by Amazon for this purpose.
 - (iii) Unless the Program Parcel is clearly destroyed, the Operator will leave to Amazon Customers the choice of either accepting or rejecting the Program Parcel and the Operator will need to flag the status accordingly on the App. Operator needs to make sure that Amazon Customers accept/reject the Program Parcels without opening the box. Once a Program Parcel is accepted by Amazon Customer (and scanned accordingly on the App), in case the Amazon Customer wants to return it, the Amazon Customer has to contact Amazon Customer Service, as per Section 1(g)(i) below.

- (g) Returns. Operator will arrange for the return of a Program Parcel to Amazon in accordance with this Section 1(g) in the event that such Program Parcel (A) is recalled by the request of Amazon, or (B) has been delivered to and held at an Operator Location for more than seven (7) business days, unless an extension or a different period is agreed between Amazon and the Operator, provided that any extension or different period agreed between Amazon and the Operator shall not be for an aggregate period longer than thirty (30)] business days.
- (i) As at the date of this Agreement, Operator will not accept any Program Parcel for return. Operator will request that any Amazon Customer attempting to refuse or return a Program Parcel contact Amazon Customer Service as provided in the email correspondence, instruction and tracking data sent to the customer from Amazon. Amazon will notify Operator if this changes from time to time.
- (ii) Operator's return delivery of Program Parcels will be made pursuant to the procedures specified by Amazon from time to time.

2. Performance Standards.

- (a) Operator will allow designees of Amazon, including transportation service providers and their Personnel, to access each Operator Location at any time during which such Operator Location is open for business, for the delivery, distribution, or (for returns) retrieval of Program Parcels.
- (b) Upon delivery of a Program Parcel to an Operator Location (action flagged in the App as "*delivered to store*"), Operator shall bear the risk of loss or damage to such Program Parcel until it is distributed to and accepted by the applicable Amazon Customer (action flagged in the Store-App as "*collected by customer*") or transportation service provider designated by Amazon in accordance with Section 1(e) above (action flagged in the Store-App as "*returned to carrier*") or until its return to Amazon in accordance with Section 1(g) above. In the event of any such loss or damage, Amazon reserves the right to request Operator to pay Amazon the full replacement cost of the Program Parcel, and the Operator will pay this within 30 days after its loss or damage, or, at the discretion of Amazon, within a reasonable time agreed between the parties. However, Operator will not be responsible if the loss or damage is caused by the negligence, recklessness, willful misconduct or failure to comply with the terms of this Agreement by Amazon, the Amazon Customer, the transportation service provider, or their respective Personnel.
- (c) Operator will use commercially reasonable efforts to minimize instances of Damaged Parcels incurring damage while located at an Operator Location.

3. Tracking and Reporting Requirements.

- (a) Package Level Delivery Status. Operator will utilize the Licensed Materials to electronically record the delivery status of each of the following stages: received at Operator Location; pick-up by Amazon Customer or designated delivery service provider; and, if applicable, any return to Amazon.
- (b) Updates to Operator Location Information. Operator will notify Amazon (at the email address or any other communication method designated by Amazon for this purpose from time to time) within 24 hours of any modification to the operating hours, shipping

address, eligibility to participate in the Pick-Up Program, or other modification that affects any Operator Location.

4. Service Levels

Amazon may measure and report on the Operator’s performance against the Service Levels specified in the table below during the applicable Measurement and Reporting Period (except in relation to the Query Resolution Rate Service Level, which the Operator shall measure and report to Amazon in accordance with the Measurement and Reporting Period specified below). The Operator’s performance against the Service Levels shall be measured and reported based across all Operator Locations.

5. If the Operator’s provision of the Services falls below any of the Service Levels in any Measurement and Reporting Period, the Operator shall take such steps as are necessary to meet or exceed the relevant Service Levels as soon as reasonably practicable (and in any event within the next three Measurement and Reporting Periods). If Operator (a) does not take these steps and at least meet the Service Levels within this timeline, or (b) falls below these Service Levels on more than three occasions, this will be a material breach of the Agreement for which Amazon may terminate the Agreement under Section 3.2.

Service Level	Minimum Service Level	Measurement and Reporting Period	Detail
Delivery Scan rate (scan compliance)	At least 98.92%	Weekly	The number of Program Parcels that are scanned by the Operator as received on arrival at Operator Locations, as a percentage of the total number of Program Parcels handed over to the Operator by Amazon.
Attributable Loss Rate	No more than 0.181%	Quarterly	The number of Program Parcels which are lost, stolen or damaged (excluding ordinary wear and tear and excluding Program Parcels lost or damaged as a result of an event outside the Operator’s control) whilst in the Operator’s possession or control, as a percentage of the total number of Program Parcels handed over to the Operator by Amazon.
CS Contact Rate (CPU – Customer to Client)	No more than 3%	Monthly	The number of customer enquiries and complaints received by Amazon, which relate to the Operator, as a percentage of all customer enquiries and complaints received by Amazon.
DPMO (Defects per million opportunities)	lower than 5,500	Monthly	DPMO is the calculation used by Amazon to calculate the number of concessions (i.e. goodwill gestures) issued by the Amazon Customer Service Team relating to late, lost, damaged or stolen Program Parcels. The calculation used for the DPMO metric is

			1,000,000 multiplied by the number of concessions, with the resulting number divided by the number of late, lost, damaged or stolen Program Parcels as multiplied by the total number of Program Parcels handed over to the by Amazon.
Query Resolution rate - general	At least 96% in 24-hours	Quarterly	The number of telephone and email enquiries received by the Operator from the Amazon customer service teams and which are resolved within a 24 consecutive hour period, as a percentage of all telephone and email enquiries received by the Operator from the Amazon customer service teams.
Net Promoter Score (note: this SLA shall not be measured until four (4) weeks after the Effective Date, or such later date as may be agreed in writing between the parties)	At least 80%	Quarterly	The number of Amazon customer reviews and feedback which relate to the Operator and which are positive, as a percentage of all Amazon customer reviews and feedback, which relate to the Operator.

6. Updates. Amazon may modify, supplement, supersede or otherwise update these Performance Standards at any time and from time to time by reasonable notice to Operator.

EXHIBIT B

Trademark Usage Guidelines

These Trademark Usage Guidelines apply to your use of the AMAZON logo (the “Trademark”) in materials that have been approved in advance by Amazon.com, Inc. and/or its Affiliates (for purposes of this Exhibit B, “Amazon”). Strict compliance with these Trademark Usage Guidelines is required at all times, and any use of the Trademark in violation of these Trademark Usage Guidelines will automatically terminate any license related to your use of the Trademark.

1. You may use the Trademark solely for the purpose expressly authorized by Amazon and your use must: (a) comply with the most up-to-date version of all agreement(s) with Amazon regarding your use of the Trademark (collectively “Agreements”); (b) comply with the most up-to-date version of these Trademark Usage Guidelines; and (c) comply with any other terms, conditions, or policies that Amazon may issue from time to time that apply to the use of the Trademark.
2. Amazon will supply an approved Trademark image for you to use. You may not alter the Trademark in any manner, including changing the proportion, color, or font of the Trademark, or adding or removing any element(s) from the Trademark.
3. You may not use the Trademark in any manner that implies sponsorship or endorsement by Amazon other than by using the Trademark as specifically authorized under the Agreements.
4. You may not use the Trademark to disparage Amazon, its products or services, or in a manner which, in Amazon’s sole discretion, may diminish or otherwise damage or tarnish Amazon’s goodwill in the Trademark.
5. The Trademark must appear by itself, with reasonable spacing between each side of the Trademark and other visual, graphic or textual elements. Under no circumstance should the Trademark be placed on any background which interferes with the readability or display of the Trademark. Do not use a trademark symbol with the Trademark.
6. You acknowledge that all rights in and to the Trademark are the exclusive property of Amazon, and all goodwill generated through your use of the Trademark will inure to the benefit of Amazon. You will not take any action that is in conflict with Amazon’s rights in, or ownership of, the Trademark.

Amazon reserves the right, exercisable at its sole discretion, to modify these Trademark Usage Guidelines and/or the approved Trademark at any time and to take appropriate action against any use without permission or any use that does not conform to these Trademark Usage Guidelines.

If you have questions about these Trademark Usage Guidelines, please contact trademarks@amazon.com for assistance.

EXHIBIT C

Information and Data Security

1. Information Security.

- (a) Security Policy. In the operation of the Pick-Up Program, Operator and its Personnel will comply with the terms and conditions set forth in this Exhibit C.
- (b) Amazon Information; Customer Information. “Amazon Information” means, collectively, (i) all information and data relating to Amazon and/or its Affiliates, (ii) all personally identifiable information concerning Amazon Customers, including names, addresses and other identifying information (information described in this clause (ii), “Customer Information”), and (iii) all other information and data acquired by Operator or its Affiliates from Amazon or its Affiliates, or otherwise as a result of this Agreement, the Pick-Up Program, or the parties’ performance under or in connection with this Agreement.
- (c) Amazon Information General Restrictions. Operator agrees to safeguard Amazon Information in accordance with this Exhibit C and the NDA. Operator will not disclose, transfer or use any such information for any purpose other than to perform its obligations under this Agreement. In case a competent authority requires Operator to provide access to, or to disclose, Amazon Information to such authority or to any third party, Operator will immediately communicate this situation to Amazon and provide Amazon with copies of any information related to the authority’s request, so that Amazon may determine if access should be given or disclosure should be made. Operator will promptly overwrite (e.g., with “X”s) any such information upon and pursuant to Amazon’s written or email notice.
- (d) Customer Information Restrictions. Operator will use all Customer Information that it receives solely for purposes of distributing Program Parcels under this Agreement. Without limiting the generality of the foregoing, Operator will not (i) aggregate Customer Information or generate Amazon customer lists for marketing or promotional purposes, (ii) target market Amazon customers based on Customer Information, (iii) target unsolicited communications on the basis of the intended recipient being an Amazon customer, or (iv) rent, trade, barter, sell or otherwise transfer any Customer Information. Operator will delete all instances (including backups and other copies) of Customer Information associated with each Program Parcel within 120 days after completing the distribution or return thereof.
- (e) System Protection & Recovery. Operator will protect any of its computer and operations systems in which Amazon Information is stored against outages using standard industry methods designed to prevent outages and minimize impacts during any unavoidable service interruptions, including ensuring that (i) its computer system is UPS protected, backed up automatically, and protected by fire suppression systems, and (b) it has implemented and regularly tests a disaster recovery or business continuity plan for the Operator Locations and any other Operator facility, network or system in which Amazon Information is stored.
- (f) Notice of Data Breach or Unauthorized Access, Disclosure or Loss. Operator will notify Amazon (at the email address designated by Amazon for this purpose) promptly (and in no event more than 8 hours) following any data breach or unauthorized access to, or disclosure or loss of any Amazon Information in accordance with section 2.7 of this Exhibit C.

2. Amazon Security Policy.

2.1 Basic Security Requirements. Operator will, consistent with current best industry standards and such other requirements specified by Amazon based on the classification and sensitivity of Amazon Information, maintain physical, administrative and technical safeguards and other security measures (i) to maintain the security and

confidentiality of Amazon Information accessed, collected, used, stored or transmitted by Operator, (ii) to protect that information from known or reasonably anticipated threats or hazards to its security and integrity, accidental loss, alteration, disclosure and all other unlawful forms of processing, and (iii) that do not constitute unfair, deceptive or abusive acts or practices with respect to Amazon Information. Without limitation, Operator will comply with the following requirements:

2.1.1 **Firewall.** Operator will install and maintain a working network firewall to protect data accessible via the Internet and will keep all Amazon Information protected by the firewall at all times. The firewall must provide both ingress and egress filtering, and have a default policy of blocking network traffic.

2.1.2 **Updates.** Operator will keep its systems and software up-to-date with the latest upgrades, updates, bug fixes, new versions and other modifications necessary to ensure security of the Amazon Information.

2.1.3 **Anti-virus.** Operator will at all times use best of breed anti-virus software and scanning technologies, and regularly updated signature files, to ensure that all operating systems, software and other systems hosting, storing, processing, or that have access to Amazon Information and are known to be susceptible or vulnerable to being infected by or further propagating viruses, spyware and malicious code, are and remain free from such viruses, spyware and malicious code. Operator will mitigate threats from all viruses, spyware, and other malicious code that are or should reasonably have been detected.

2.1.4 **Operator Policy.** Operator will maintain and enforce an information and network security policy for employees, subcontractors, agents, and suppliers that meets the standards set out in this policy, including methods to detect and log policy violations. Upon request by Amazon, Operator will provide Amazon with information on violations of Operator's information and network security policy, even if it does not constitute a Security Incident.

2.1.5 **Testing.** Operator will regularly test its security systems and processes to ensure they meet the requirements of this Security Policy.

2.1.6 **Access Controls.** Operator will secure Amazon Information, including by complying with the following requirements:

- i. Operator will assign a unique ID to each person with computer access to Amazon Information.
- ii. Operator will restrict access to Amazon Information to only those people with a "need-to-know" such Amazon Information for the purpose of Operator complying with its obligations under this Agreement.
- iii. Operator will regularly review the list of people and services with access to Amazon Information, and remove accounts that no longer require access. This review must be performed at least once every 180 days.
- iv. Operator will not use manufacturer-supplied defaults for system passwords and other security parameters on any operating systems, software or other systems. Operator will mandate and ensure the use of system-enforced "strong passwords" in accordance with the best practices (described below) on all systems hosting, storing, processing, or that have or control access to, Amazon Information (e.g., internal system-level account passwords) and will require that all passwords and access credentials are kept confidential (e.g., not shared amongst personnel).
 - Password best practices. Passwords must EITHER:
 - Possess more than 52 bits of entropy, where bits are calculated as $(\text{number of symbols in password}) * (\text{Log}(\text{number of possible symbols}) / \text{Log}(2))$, OR
 - Meet the following criteria:
 - contain at least 8 characters;
 - contain at least three (3) of the following symbol sets: uppercase letters; lowercase letters; numbers; and symbols, such as: ` ! " ? \$ % ^ & * () _ - + = { [] } ; : @ ' ~ # | \ < , > ? / .
 - do not match previous passwords, the user's login, a dictionary word or common name; and

- are regularly replaced after no more than 180 days.
 - v. Operator will maintain and enforce “account lockout” by disabling accounts with access to Amazon Information when an account exceeds more than ten (10) consecutive incorrect password attempts.
 - vi. Operator will track all access to Amazon Information by unique ID and will maintain a secure record of that access for at least the trailing 90 days, or such longer period specified by Amazon based on the classification and sensitivity of the Amazon Information.
 - vii. Except where expressly authorized by Amazon in writing, Operator will isolate Amazon Information at all times (including in storage, processing or transmission), from Operator’s and any third party information.
 - viii. If additional physical access controls are specified in an Order based on the classification and sensitivity of Amazon Information, Operator will implement and use those secure physical access control measures.
 - ix. Operator will provide to Amazon, on an annual basis or more frequently upon Amazon’s request, (1) log data about all use (both authorized and unauthorized) of Amazon’s accounts or credentials provided to Operator for use on behalf of Amazon (e.g., social medial account credentials), and (2) detailed log data about any impersonation of, or attempt to impersonate, Amazon personnel or Operator personnel with access to Amazon Information.
 - x. Operator will regularly review access logs for signs of malicious behavior or unauthorized access.
- 2.2 Access to Amazon Extranet and Operator Portals.** Amazon may grant Operator access to Amazon Information via web portals or other non-public websites or extranet services on Amazon’s or a third party’s website or system (each, an “**Extranet**”) for the Permitted Purpose. If Amazon permits Operator to access any Amazon Information using an Extranet, Operator must comply with the following requirements:
- 2.2.1 Permitted Purpose.** Operator and its personnel will access the Extranet and access, collect, use, view, retrieve, download or store Amazon Information from the Extranet solely for the Permitted Purpose.
 - 2.2.2 Accounts.** Operator will ensure that Operator personnel use only the Extranet account(s) designated for each individual by Amazon and will require Operator personnel to keep their access credentials confidential.
 - 2.2.3 Systems.** Operator will access the Extranet only through computing or processing systems or applications running operating systems managed by Operator and that include: (i) system network firewalls in accordance with Section 2.1.1 (Firewall); (ii) centralized patch management in compliance with Section 2.1.2 (Updates); (iii) operating system appropriate anti-virus software in accordance with Section 2.1.4 (Operator Policy); and (iv) for portable devices, full disk encryption in accordance with Section 2.4 (Data Transmission).
 - 2.2.4 Restrictions.** Except if approved in advance in writing by Amazon, Operator will not download, mirror or permanently store any Amazon Information from any Extranet on any medium, including any machines, devices or servers.
 - 2.2.5 Account Termination.** Operator will terminate the account of each of Operator’s personnel and notify Amazon no later than 24 hours after any specific Operator’s personnel who has been authorized to access any Extranet (a) no longer needs access to Amazon Information or (b) no longer qualifies as Operator personnel (e.g., the personnel leaves Operator’s employment).

2.3 Security Assessments.

- (i) If requested by Amazon, Operator will undergo an initial Security Assessment, including the completion of a Risk Assessment Questionnaire.
- (ii) Amazon reserves the right to periodically assess the systems that Operator uses to store the Amazon Information, upon prior written notice to Operator and during Operator’s normal business hours; provided, that no more than one such audit shall be made during any twelve 12-month period during the Term; provided, further, that the foregoing

restriction will not apply in the event of any security breach related to or in connection with Amazon Information.

2.4 Data Transmission. Operator will comply with Amazon’s standards for protecting the confidentiality and integrity of all transmissions of Amazon Information, including but not limited to the requirements set forth below. Operator acknowledges and agrees that Amazon’s choice of encryption mechanisms may depend on a number of factors such as technical capability, transaction volume, latency requirements, and availability requirements.

Encryption. If Operator transmits Amazon Information, it must transmit all Amazon Information using an Amazon-approved mechanism for data transmission, which include the following (and may include other methods as specified by Amazon):

- i. Accepted Encryption Algorithms.
 - Public key encryption must use a 2048-bit (or larger) RSA public key
 - Symmetric encryption must use AES with a 128-bit (or larger) key, in CBC or GCM mode. If required for compatibility reasons, TDEA/3DES may be used in CTR or CBC mode, with an HMAC of the encrypted data
 - Hashing of encrypted data must use 128 bit HMAC keys or SHA-256 or larger digests using the SHA-2 family of hashes. SHA1 may only be used for HMACs, key derivation functions and random number generators.
- ii. Accepted Transport encryption methods
 - Common Internet protocols (*e.g.*, AS2, HTTP, XML/HTTP) over TLS 1.2 or greater, with certificate-based authentication
 - Digitally signed and encrypted PGP (Pretty Good Privacy) or GPG (Gnu Privacy Guard) or S/MIME (Secure MIME) or XML-ENC messages over any transport
 - IPSec connections, using suites “VPN-B”, “Suite-B-GCM-128” or “Suite-B-GCM-256”
 - SFTP or SSH connections, using 128-bit (or stronger) symmetric encryption and host key verification.

2.5 Data Retention and Destruction.

- Retention. Operator will retain Amazon Information only for the purpose of, and as long as is necessary for, the Permitted Purpose.
- Return or Deletion. Operator will promptly (but within no more than 72 hours after Amazon’s request) return to Amazon and permanently and securely delete all Amazon Information upon and in accordance with Amazon’s notice requiring return and/or deletion. Also, Operator will permanently and securely delete all live (online or network accessible) instances of the Amazon Information within 90 days after the earlier of completion of the Permitted Purpose or termination or expiration of the Agreement.
- Archival Copies. If Operator is required by law to retain archival copies of Amazon Information for tax or similar regulatory purposes, this archived Amazon Information must be stored in one of the following ways:
 - As a “cold” or offline (*i.e.*, not available for immediate or interactive use) backup stored in a physically secure facility; or
 - Encrypted in accordance with Section 2.4 (Data Transmission), where the system hosting or storing the encrypted file(s) does not have access to a copy of the key(s) used for encryption.
- Recovery. If Operator performs a “recovery” (*i.e.*, reverting to a backup) for the purpose of disaster recovery, Operator will have and maintain a process that ensures that all Amazon Information that is required to be deleted pursuant to the Agreement or this Security Policy will be re-deleted or overwritten from the recovered data in accordance with this Section 2.5 within 24 hours after recovery occurs. If Operator performs a recovery for any purpose, no Amazon Information may be recovered to any third party system or network without Amazon’s prior written approval. Amazon reserves the right to require an Amazon security review of the third party system or

network before permitting recovery of any Amazon Information to any third party system or network.

- **Deletion Standards.** All Amazon Information deleted by Operator will be deleted in accordance with the NIST Special Publication 800-88 Revision 1, Guidelines for Media Sanitation December 18, 2014 (available at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>), or through degaussing of magnetic media in an electromagnetic flux field of 5000+ GER, or by shredding or mechanical disintegration, or such other standards Amazon may require based on the classification and sensitivity of the Amazon Information. With respect to Amazon Information encrypted in compliance with this Security Policy, this deletion may be done by permanently and securely deleting all copies of the keys used for encryption.

2.6 Forensic Destruction. Prior to disposing of any hardware, media, or software (including any sale or transfer of such hardware, media, or software, any disposition in connection with any liquidation of Operator's business, or any other disposition) that contains, or has at any time contained, Amazon Information, Operator will perform a complete forensic destruction of the Amazon Information in such hardware or software such that none of such Amazon Information can be recovered or retrieved. Such forensic destruction may include: (i) physical destruction, particularly incineration; or (ii) secure data wipe.

2.7 Security Incidents. Operator will inform Amazon within 8 hours of detecting any actual or suspected unauthorized access to, collection, acquisition, use, transmission, disclosure, corruption or loss of Amazon Information, or breach of any environment (i) containing Amazon Information, or (ii) managed by Operator with controls substantially similar to those protecting Amazon Information (each, a "**Security Incident**"). Operator will remedy each Security Incident in a timely manner and provide Amazon written details regarding Operator's internal investigation regarding each Security Incident. Operator agrees not to notify any regulatory authority, nor any customer, on behalf of Amazon unless Amazon specifically requests in writing that Operator do so and Amazon reserves the right to review and approve the form and content of any notification before it is provided to any party. Operator will cooperate and work together with Amazon on any investigations or enquiries of the Security Incident by Amazon or by a regulator or law enforcement agency and to formulate and execute a plan to rectify all confirmed Security Incidents. The Operator acknowledges that Amazon will have sole discretion in: determining and assessing whether the Security Incident would be likely to result in serious harm to any of individuals whose personal information is affected, or at risk of being affected, by the Security Incident; determining any remediation strategy, and the facilitation and/or delivery of a remediation strategy with respect to the Security Incident; in determining whether the Privacy Commissioner or other regulator or law enforcement agency and/or affected individuals should be notified about the Security Incident, or an exemption obtained or other action taken; and in determining the contents of any notice and sending any notice to the Privacy Commissioner, or other regulator, or law enforcement agency.

2.8 General. All choices (no matter how described) by Amazon under this Agreement will be made in its sole discretion. Any list of examples following "including" or "e.g." is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." All references to standards for security requirements under this Security Policy refer to the specified standards and their respective successor versions or equivalent versions, as they may be updated, unless Amazon specifies otherwise. All notices under this Security Policy will be given in accordance with the requirements for notices under the Agreement.

EXHIBIT D

For providing the service of delivering Program Parcels to Amazon Customers, VANA Ltd will be entitled to a fee of AU\$ 0.75c per package for each delivery to an Operator Location. All fees will be chargeable by VANA Ltd to Amazon in Australian dollars (AU\$), plus GST at the prevailing rate. Operator is entitled to no other remuneration whatsoever in connection with performance of this Agreement.

End of Pick-Up Points Operation Agreement Terms

Exhibit E

Form of VANA Newsagent Pick-Up Operation Agreement

VANA NEWSAGENT PICK-UP OPERATION AGREEMENT

THIS AGREEMENT is made on the date signed by both parties

BETWEEN:

(1) the "Operator" as named below:

Operator Name	[Note: Name must be the correct legal entity name for Operator ie the name registered for the ABN.]
Business Address	
Premises	
Contact person	
Contact email	
Contact phone	

and

(2) **AMAZON COMMERCIAL SERVICES PTY LTD** (ABN 30 616 935 623) whose registered office is at Level 37, 2 Park Street, Sydney 2000 NSW Australia ("**Amazon**")

BACKGROUND:

- A. VANA LTD (ACN 004 238 644) ("**VANA**") represents member newsagents and lottery agents across Victoria.
- B. VANA and Amazon have agreed terms ("**Pick-Up Points Operation Agreement Terms**") under which a VANA member newsagent may request to participate in the Amazon Pick-Up Program as an "Operator".
- C. The party identified above as "Operator" is a VANA member and wishes to participate in the Amazon Pick-Up Program on the terms identified in this document (this "**Agreement**").

WHEREBY IT IS AGREED as follows:

1. Subject to the terms of this Agreement, Operator and Amazon each agree that the Pick-Up Points Operation Agreement Terms are incorporated into and form part of this Agreement with the parties having the correspondingly named rights and obligations of the "Operator" and "Amazon" under the Pick-Up Points Operation Agreement Terms.
2. Operator represents that it has received a copy of the Pick-Up Points Operation Agreement Terms and had sufficient opportunity to review them and seek appropriate professional advice.
3. Without limiting the Operator's confidentiality obligations in the Pick-Up Points Operation Agreement Terms, the Operator undertakes to Amazon that all information relating to the Operator's participation in the Amazon Pick-Up Points Operation Program, all information about the Amazon Pick-Up Points Operation Program and the existence of this Agreement will be kept strictly confidential until the launch date for the Premises.
4. The Operator's address for notice is:

Attention: [Operator's Name]
C/o VANA LTD
Suite 4, 202 Ferntree Gully Road
Clayton VIC 3168

The Operator is responsible for ensuring it has arrangements in place with VANA to ensure communication to Operator of notices sent to Operator as set out above.

AS WITNESS the signatures of the parties or their duly authorised representatives on the date first above written.

Operator

Signed by _____ Title _____

For and on behalf of _____

Operator

Date: _____

Amazon

Signed by _____ Title _____

For and on behalf of

AMAZON COMMERCIAL SERVICES PTY LTD

Date:

By signature below, the duly authorized representatives of the parties agree to the terms and conditions of this agreement as of the Effective Date.

Amazon Commercial Services Pty Ltd

By: _____
Name: _____
Title: _____
Date Signed: _____

Address:

Amazon Commercial Services Pty Ltd
Level 37, 2 Park Street, Sydney 2000 NSW
Australia
Attention: Legal Department

with a copy (which shall not constitute notice) to:

(if by mail, courier or personal delivery):

Level 37, 2 Park Street, Sydney 2000 NSW
Australia
Attn: Legal Department

[VANA]

By: _____
Name: _____
Title: _____
Date Signed: _____

Address:

with a copy (which shall not constitute notice) to:

[Insert]
Attn: [Insert]