

Revo Fitness is committed to ethical, sustainable and socially responsible procurement and expects the same standards of its suppliers. These Terms set out Revo Fitness' minimum expectations of approved suppliers registered in its purchase order system (**ApprovalMax**) and any breach of these Terms by a supplier may result in the termination of a purchase order and the removal of the supplier from ApprovalMax.

1. DEFINITIONS

In these Terms:

- (a) **Group Company** means Fettle Group Pty Ltd (ACN 648 441 258) and its Related Bodies Corporate (including any trust with a Related Body Corporate acting as trustee).
- (b) **Modern Slavery** has the meaning given to that term in the Modern Slavery Act.
- (c) **Modern Slavery Act** means the *Modern Slavery Act 2018* (Cth) and all associated regulations, laws and amending legislation
- (d) **Personnel** means the Supplier's officers, employees, agents and contractors.
- (e) **Policies** means Revo Fitness operating principles, policies and procedures applicable and notified to the Supplier from time to time, including by publication at <https://revofitness.com.au/policies/>.
- (f) **Purchase Order** means an approved purchase order issued by Revo Fitness or another Group Company.
- (g) **Related Bodies Corporate** or **Related Body Corporate** has the meaning given to "related body corporate" in section 50 of the Corporations Act 2001 (Cth).
- (h) **Revo Fitness** means Revofit Pty Ltd (ACN 626 924 712) as trustee for The NewFit Unit Trust (ABN 45 892 139 546).
- (i) **Services** means the goods and/or services to be provided by the Supplier to Revo Fitness pursuant to the Purchase Order.
- (j) **Supplier** means the supplier named in a New Supplier Request Form and/or Purchase Order (as applicable).
- (k) **Terms** means these Supplier Terms and Code of Conduct.

2. ACCEPTANCE OF TERMS

- (a) By its acceptance of the Purchase Order (which may be express or implied by provision of the Services in accordance with the Purchase Order), the Supplier is deemed to have agreed to comply with these Terms.
- (b) The benefit of the Supplier's acceptance of these Terms are extended to all Group Companies as well as Revo Fitness (in which case these Terms will be read to refer to any relevant Group Company in addition to Revo Fitness), and Revo Fitness may enforce these Terms for and on behalf of a Group Company, and may recover loss or damage suffered or incurred by a Group Company as a result of the Services provided by the Supplier, as if the loss or damage was suffered or incurred by Revo Fitness itself.

3. AMENDMENTS TO TERMS

- (a) Revo Fitness may update these Terms from time to time and will publish any updated version on its website. The version of the Terms published on the website at the time a Purchase Order is issued will be the binding version and will apply to the relevant Purchase Order and any related Services.

4. PROVISION OF SERVICES

In providing the Services, the Supplier must:

- (a) comply with these Terms;
- (b) behave in a professional, prompt and efficient manner and act with due care, skill and diligence;
- (c) exercise due care not to interfere with Revo Fitness' normal business operations;
- (d) ensure its Personnel comply with these Terms and any Revo Fitness Policies;
- (e) ensure any of its Personnel given access to any Revo Fitness premises or systems undergo any security checks and compliance training as may be reasonably required by Revo Fitness, having regard to the nature of the services;
- (f) implement and maintain appropriate risk mitigation controls and practices for itself and its Personnel, including but not limited to operational health and safety risks;
- (g) maintain all insurances required by law, any Policies, and in accordance with normal industry practice, having regard to the nature of the Services, which may include workers' compensation insurance, public and products liability insurance, professional indemnity insurance, comprehensive motor vehicle insurance and any other insurance Revo Fitness may require the Supplier to hold as notified from time to time;
- (h) comply with all applicable laws, regulations and industry standards;
- (i) hold all authorisations, permits and licences required under any law or regulation to provide the Services; and
- (j) comply with all lawful and reasonable instructions and directions of Revo Fitness.

5. ETHICAL BEHAVIOUR

Revo Fitness expects its suppliers to conduct their business ethically and with integrity by acting honestly, responsibly and with transparency. The Supplier must not:

- (a) engage in conduct or seek to use information gained from Revo Fitness in connection with the provision of the Services with the intention of obtaining an advantage for itself or another person (other than the provision of the Services);
- (b) cause or seek to cause detriment to Revo Fitness or any other person;
- (c) accept any obligation or duty that creates, or may reasonably be anticipated to create, a conflict with its obligations and duties in providing the Services, without first declaring the conflict to Revo Fitness;
- (d) do, or allow to be done, any act, matter, omission or thing which may negatively impact the goodwill or reputation of Revo Fitness or its business;
- (e) make any public statement (whether orally, in writing, or by using any Revo Fitness branding) about the contractual relationship between the Supplier and Revo Fitness, without Revo Fitness' prior written approval.

6. BUSINESS PRACTICES

The Supplier must:

- (a) exercise due care and responsibility in conducting its business and not engage in any illegal, unsafe, exploitative, fraudulent, corrupt, collusive or otherwise unethical activities;
- (b) comply with competition law obligations and not engage in any anti-competitive conduct;

- (c) develop and maintain appropriate processes to manage risks associated with its operations, including risks relating to labour and human rights, significant events, health and safety, the environment, security (including cyber security), ethics, corporate governance and supply chain risks;
- (d) comply with workplace laws in relation to discrimination, harassment and bullying in their operations and supply chain; and
- (e) maintain complete and accurate records in relation to the performance of the Services.

7. MODERN SLAVERY

The Supplier must:

- (a) not use Modern Slavery practices in their operations or supply chain, including human trafficking, forced labour, slavery, servitude, debt bondage, child labour, forced marriage or deceptively recruiting workers for labour or services;
- (b) take active measures to identify and mitigate Modern Slavery risks along its supply chain;
- (c) notify Revo Fitness of any Modern Slavery occurrence or risk identified in its operations or supply chain and the steps taken by the Supplier to rectify that occurrence or mitigate that risk; and
- (d) provide all information reasonably requested by Revo Fitness in order for Revo Fitness to comply with its reporting requirements under the Modern Slavery Act.

8. CONFIDENTIALITY

- (a) The Supplier must keep confidential any information disclosed to it by Revo Fitness in the course of the provision of the Services, including information relating to Revo Fitness' business practices, strategies or systems; customer or business data; or information which by its nature would be reasonably expected to be confidential, and must not, without Revo Fitness' prior written consent:
 - (i) disclose such information to any person other than Personnel who require the information for the provision of the Services; or
 - (ii) transfer or permit the transfer of such information to any person outside of Australia at the time of access.
- (b) The Supplier must not do, or omit to do, anything that would result in it or Revo Fitness breaching any privacy laws (including the Privacy Act 1988 (Cth), the Australian Privacy Principles and the Spam Act 2003 (Cth)).
- (c) The Supplier must immediately notify Revo Fitness of any incidents or events that may result in confidential information being placed at risk or a breach of any privacy laws, including any actual or suspected data incident.

9. INTELLECTUAL PROPERTY

- (a) All material (and intellectual property rights in such material) developed for Revo Fitness by the Supplier in the provision of Services to Revo Fitness will be assigned to and become the absolute and exclusive property of Revo Fitness upon payment for the Services.
- (b) The Supplier must not use or incorporate any third party material or intellectual property in the deliverables included in the Services without Revo Fitness' prior written consent, and in the event the Supplier uses or incorporates any third party material in the Services, the Supplier grants Revo Fitness a non-exclusive, irrevocable, perpetual and royalty free licence to use,

copy, modify, publish, distribute and sublicense the third party material for its business purposes.

- (c) Any intellectual property of the Supplier not brought into existence for the purpose of providing the Services will remain the sole property of the Supplier, and to the extent such property is incorporated in the Services, the Supplier grants Revo Fitness a non-exclusive, irrevocable, perpetual and royalty free licence to use, copy, modify, publish, distribute and sublicense the material for its business purposes.
- (d) All Revo Fitness intellectual property (including logos, trademarks and other material provided to the Supplier by Revo Fitness for the purpose of the Supplier providing the Services) remains the sole property of Revo Fitness and all intellectual property rights are retained by Revo Fitness.
- (e) The Supplier warrants that any material provided to Revo Fitness in the provision of the Services will not infringe on the intellectual property rights of any person or breach any obligations of confidence owed to any third party.

10. INDEMNITY AND LIABILITY

The Supplier indemnifies Revo Fitness against any liability, loss, damage or claim arising out of or in connection with the provision of the Services by the Supplier, including any breach of these Terms by the Supplier or its Personnel, except to the extent such liability, loss or claim is directly caused by Revo Fitness' wilful act, omission or negligence.

11. PAYMENT OF FEES

- (a) In consideration for the Supplier providing the Services in accordance with these Terms and as set out in the Purchase Order, Revo Fitness will pay the Supplier the fees specified in the Purchase Order within thirty (30) days from receipt of an invoice in accordance with clause 11(b), and subject to clauses 11(c), (d) and (e).
- (b) The Supplier must send Revo Fitness a GST compliant invoice for the fees to accounts@revofitness.com.au.
- (c) If Revo Fitness disputes any part of an invoice or considers that the Services to which the invoice relates have not been provided or delivered as agreed:
 - (i) Revo Fitness may withhold payment of the disputed amount (but must pay any undisputed portion within thirty (30) days from receipt of invoice);
 - (ii) Revo Fitness will provide written notice to the Supplier of the reasons for disputing the invoice or withholding payment; and
 - (iii) Revo Fitness and the Supplier must use all reasonable endeavours to resolve the disputed invoice in good faith, as soon as practicable.
- (d) Payment of an invoice by Revo Fitness does not constitute acceptance of the Services to which the invoice relates and does not prejudice any rights or remedies otherwise available to Revo Fitness.
- (e) Revo Fitness may set off any payments due and owing to the Supplier by any amount which Revo Fitness claims is owed to it by the Supplier.

12. GENERAL

- (a) These Terms may only be varied by agreement by the Supplier and Revo Fitness in writing.
- (b) The Supplier must not assign, novate or transfer its rights or obligations under the Purchase Order or these Terms without the prior written consent of Revo Fitness.

