



Market Data Sharing Agreement Commercial Terms

The Retailer agrees to provide Bicycle Industries Australia Limited (BIA) with the Retail Data on the terms of the attached Agreement during the Term of this Agreement. In return, BIA will provide the Retailer with access to the dashboard to inform the Retailer's business strategies. This Agreement is entered into on the basis of the mutual data sharing and no money is or will be payable by either party.

Retailer*

Retailer ABN*

Retailer Contact*

Retailer Address*

POS System Used*

If Other – please specify below:

Terms & Conditions*

I acknowledge I have read, understood and accept the Terms & Conditions below

Executed as an agreement for and on behalf of the Retailer by its authorised representative:

Executed as an agreement for and on behalf of BIA by its authorised representative:

Disclaimer

The dashboard contains data and information in relation to market trends, market share and price tier analysis. It is provided solely for the informational purpose and is not advice or recommendations in relation to pricing strategies. Members are free to set their own prices independently. BIA does not endorse, require or suggest any specific pricing practices or business strategies. BIA will not monitor, enforce or discipline Members for their pricing policies. Any data provided is to support transparency and clearer understanding of market dynamics, not to influence or restrict competitive behaviour.

Retail Data Collection

- Consumer sales and stock data by calendar month in a format agreed in advance with BIA and transferred electronically by email, including the following information:
- Country;
- Retailer Shop Name (or Brand Website Name);
- Sales channel (by shop, click and collect, direct to consumer);
- Month/Year of sale;
- Retailer product category & sub-category names;
- Product name;
- Colour;
- Size;
- Brand;
- Manufacturer part number (MPN);
- Unique Product Code (UPC/EAN) ;
- Item recommended retail price;
- Sales value;
- Qty sold;
- Qty stock on hand at eom;
- Value of stock on hand at eom.

Agreement

1 Definitions

1.1 In this Agreement, unless the context indicates a contrary intention:

Agreement means this agreement including any schedules to this agreement.

Anonymised Data is the Retail Data that has been anonymised in accordance with clause 5.

Business Day means a day on which the Retailer is open.

Confidential Information means any information, whether written, oral, visual, electronic or in any other form, that is disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and that is designated as confidential or which a reasonable person would understand to be confidential in the context of its disclosure. This includes, but is not limited to, Data, Anonymised Data, business plans, financial information, technical data, trade secrets, customer details, and other commercially sensitive information. Confidential Information does not include information that: is or becomes publicly available other than through a breach of this Agreement; was already known to the Receiving Party at the time of disclosure (as evidenced by written records); is lawfully received from a third party who is not bound by a duty of confidentiality; or is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

Consequential Loss means any loss or damage which does not naturally or directly result in the ordinary course of events, whether or not a party has been advised of or is aware of that loss or damage, and includes: loss of profits; loss of business; loss of revenue; loss of opportunity; loss of anticipated savings; damage to reputation; and capital and financing costs.

Dashboard means the entry level dashboard access offering market trends, market share and price tier analysis at the department level, also known as the Freeview Data Provider dashboard.

Initial Term means the term of this agreement set out in the Commercial Terms

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Privacy Law means any legislation in Australia or otherwise relevant to the privacy of personal information, including the *Privacy Act 1988* (Cth), and terms used in this Agreement that are not otherwise defined, have the meaning in that act.

Retail Data means the data listed in the Commercial Terms.

1.2 General

In this agreement, unless the context indicates a contrary intention:

- (a) (**headings**) clause headings and the table of contents are inserted for convenience only and do not affect the interpretation of this agreement;
- (b) (**person**) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their permitted novatees, permitted assignees, personal representatives and successors;
- (c) (**including**) including and includes (and any other similar expressions) are not words of limitation and a list of examples is not limited to those items or to items of a similar kind;
- (d) (**corresponding meanings**) a word that is derived from a defined word has a corresponding meaning;
- (e) (**singular and plural**) the singular includes the plural and the plural includes the singular;
- (f) (**gender**) words importing one gender include all other genders;
- (g) (**legislation**) a reference to legislation or any legislative provision includes:
 - (i) any modification or substitution of that legislative provision; and
 - (ii) any subordinate legislation issued under that legislation or legislative provision including under that legislation or legislative provision as modified or substituted;
- (h) (**Australian currency**) a reference to dollars or \$ is to Australian currency.

2 Retailer's responsibilities

2.1 The Retailer grants a non-transferable, exclusive, sublicensable to licence the Retail data to BIA on the terms of this Agreement. Retailer agrees to:

- (a) provide BIA or its nominee with the Retail Data in a format to be agreed and which the parties intend will be supplied by way of an automated feed from the Retailer's EPOS system;
- (b) Within 10 Business Days of signing this Agreement, provide BIA or its nominee with historic retail data from 1 January 2018, or otherwise since trading commenced;
- (c) Thereafter send the retail Data to BIA's nominee in the agreed format, on the first Business Day of each calendar month;
- (d) allow access to their sales data via an automated direct feed through their EPOS system;
- (e) take reasonable steps to ensure the Retail Data provided to BIA does not contain any viruses or malware; and
- (f) as far as practicable, ensure that the Retail Data provided to BIA is accurate, complete and not misleading.

3 BIA's responsibilities

3.1 BIA will anonymise Retail Data it receives from the Retailer in accordance with clause 5. Anonymised Data will be aggregated with other data from other retailers to analyse market trends and provide the Dashboard.

3.2 BIA will make the Dashboard available to the Retailer to access via its own internet connection.

4 Use of Retail Data

- 4.1 BIA may sell, reproduce, store, distribute and create derivative works from the Anonymised Data. BIA may also transfer the Anonymised Data to, or permit access to, the Anonymised Data by third parties worldwide.
- 4.2 The Retailer acknowledges that it cannot:
- (a) withdraw the Retail Data; or
 - (b) revoke its consent for BIA's intended use for Retail Data, once it has been provided to BIA.
- 4.3 BIA may disclose the Retailer's shop name or brand as one of the participants which are providing Retail Data.

5 International transfer of Retail Data

The Retail Data may contain Personal Information, such as business names and email addresses that could reasonably identify an individual. All Retail Data is sent overseas to Japan to be anonymised prior to aggregation ("**Anonymised Data**"). BIA has put systems in place to ensure Personal Information is protected to the same degree as under the Privacy Laws. The Anonymised Data may be transferred to overseas jurisdictions such as Japan, the UK, Germany and the USA.

6 Warranties

- 6.1 The parties warrant that they:
- (a) have the authority to execute and perform this Agreement.
 - (b) will notify the other within 2 Business Days if they are subject to an Eligible Data Breach incident; and
 - (c) will maintain adequate security measures for the handling of their electronic information.

7 Intellectual Property

- 7.1 BIA owns all Intellectual Property Rights in the Anonymised Data and data generated from it including as displayed on the Dashboard. BIA grants the Retailer a limited license to use the Dashboard for its internal business purposes.
- 7.2 The Retailer is not permitted to reproduce, resell, distribute or decompile the Dashboard or any part of it.
- 7.3 The Retailer waives any Intellectual Property Rights it has in the Retail Data and permits BIA to use the Retail Data in any way it sees fit, provided BIA complies with clause 3.

8 Limitation of Liability

- 8.1 Excluding a breach of clause 2.1(e), 6.1 or 7.2 the maximum liability of either party to the other will be equal to \$1,000.
- 8.2 Neither party will be liable to the other under this Agreement for any Consequential Loss.

9 Term and termination

- 9.1 This Agreement commences on the date of execution of this Agreement and will continue for the Initial Term.

- 9.2 Following the Initial Term, this Agreement will continue on the same terms and conditions until either party gives the other six months written notice of its intention to terminate.
- 9.3 BIA may terminate this Agreement immediately by notice if its Agreement with Bicycle Association UK terminates for any reason.
- 9.4 Either party may terminate this Agreement with 30 days' notice if the other party commits a material breach of this Agreement.
- 9.5 On termination of this Agreement for any reason, the access to the dashboard will cease, however BIA is entitled to continue to use the Anonymised Data previously supplied.

10 Confidential Information

- 10.1 For the purposes of this Agreement, The Receiving Party agrees to:
- (a) keep the Confidential Information strictly confidential;
 - (b) not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its employees, officers, or professional advisers who need to know and are bound by equivalent confidentiality obligations;
 - (c) use the Confidential Information solely for the purpose of performing its obligations under this Agreement; and
 - (d) take all reasonable steps to protect the confidentiality of the Confidential Information.
- 10.2 Upon termination or expiry of this Agreement, or upon the Disclosing Party's written request, the Receiving Party must promptly:
- (a) Return or destroy all physical materials containing Confidential Information; and
 - (b) permanently delete or destroy all electronic or stored copies of Confidential Information (including in emails, backups, or cloud storage).
unless retention is required by law or agreed to in writing by the Disclosing Party. Upon request, the Receiving Party shall certify in writing that it has complied with this clause.
- 10.3 These confidentiality obligations shall survive the termination or expiry of this Agreement.

11 Governing law and jurisdiction

The parties agree that this Agreement is governed by the laws of Victoria and irrevocably submit to the non-exclusive jurisdiction of the courts of that State.

12 Miscellaneous

- 12.1 All notices must be sent to the email address stated in the Commercial Terms of this Agreement.
- 12.2 Clauses 6, 7, 8 and 10 survive the termination of this Agreement.
- 12.3 This Agreement may only be varied by agreement in writing between the parties.
- 12.4 Each party may assign their rights and responsibilities under this Agreement with the written approval of the other party.
- 12.5 Either party's failure or delay in exercising a power or right under this Agreement does not constitute a waiver of such power or right. Any waiver is not effective unless it is provided in writing and signed by a duly authorised signatory of the party providing the waiver.

- 12.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all communications, arrangements or agreements, whether oral or in writing, made or entered into between the parties prior to the date of this Agreement.
- 12.7 If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, it will be severed from this Agreement only to the extent of its illegality, voidness or unenforceability and will not affect the remainder of this Agreement.
- 12.8 Each party will bear its own costs and expenses of negotiating and performing its obligations under this agreement.
- 12.9 This Agreement may be executed in any number of counterparts, which taken together will constitute one and the same document.
- 12.10 The parties acknowledge that valid consideration has been mutually provided and received by way of exchanging Retail Data for the End Product under this Agreement.