

PlayCo Pricing Access and Confidentiality Agreement

Effective date 30th September 2026

These terms govern access to confidential pricing through the restricted areas of PlayCo websites and portals. Access is provided to help customers and their advisers evaluate, budget for, specify and procure PlayCo products and services.

1. Parties and group coverage

- 1.1 **Rhino Play Pty Ltd (ABN 28 101 472 619)** trading as **The Play Collective**, of Unit A1/35-39 Bourke Road, Alexandria NSW 2015 (**PlayCo, we, us**), enters into this agreement in its own capacity and as authorised agent for each related body corporate listed in the Group Entity Schedule below (each a **Protected Entity**). Related body corporate has the meaning given in the Corporations Act 2001.
- 1.2 These terms protect Confidential Information belonging to PlayCo and every Protected Entity, including information supplied under their trading names and brands. Each Protected Entity is a principal to this agreement through PlayCo as its agent and may enforce obligations concerning its own information.
- 1.3 **You** means the individual accepting these terms and, where that individual acts for an organisation, that organisation. You must have authority to accept on its behalf. If you do not have that authority, obtain acceptance from an authorised person before accessing pricing.

2. Acceptance and account access

- 2.1 By selecting the acceptance checkbox and submitting your request for pricing access, you agree to these terms. PlayCo may, in its absolute discretion, grant, refuse, limit, suspend or withdraw access at any time and is not obliged to provide pricing, access or reasons for any decision. Creating an account alone does not give you access to confidential pricing.
- 2.2 Provide accurate details of your name, organisation and business purpose. Accounts are for named individuals. Keep credentials secure, do not share them, and promptly notify PlayCo of any suspected unauthorised access.
- 2.3 Access is for genuine customer and project purposes only. Do not obtain access through a false identity or undisclosed competitor role, or access information beyond your permission. Disclose any role with a competing supplier when requesting access; access in that capacity requires our written approval.

3. Confidential Information and permitted purpose

- 3.1 **Confidential Information** means non-public prices, price lists, estimates, discounts, rebates, quotations, pricing structures and related commercial information made available through restricted access, or subsequently supplied and identified as confidential or reasonably understood to be confidential. It includes copies, extracts, screenshots, downloads and summaries that reveal that information.
- 3.2 You may use Confidential Information only to assess a potential purchase or business relationship with a Protected Entity, including genuine project budgeting, design, specification, procurement and internal approval (**Permitted Purpose**). You may only make copies reasonably necessary for that purpose.
- 3.3 Information is not confidential to the extent you can reasonably demonstrate that it is publicly available other than through a breach of confidence, was already lawfully known to you without restriction, was lawfully obtained from an unrestricted third party, or was independently developed without using Confidential Information.

4. Protection and permitted sharing

- 4.1 Protect Confidential Information using reasonable care and restrict access to people who need it for the Permitted Purpose. Do not publish it, post it to publicly accessible systems, distribute price lists, or disclose it to competing suppliers without PlayCo's written consent.
- 4.2 You may share only the information reasonably necessary with Your staff, project client, professional advisers, consultants and approval or procurement personnel who need it for the Permitted Purpose, provided they are subject to professional, employment or contractual confidentiality obligations consistent with these terms, its confidential nature is explained, and reasonable steps are taken to ensure compliance. You are responsible for disclosures contrary to this clause.
- 4.3 Ordinary internal comparison of supplier offers for genuine procurement is permitted. Do not use or disclose any Confidential Information to help a competing supplier set prices or prepare a competing offer, or to create or sell pricing databases, market intelligence or competing products.
- 4.4 Do not scrape or bulk extract pricing, bypass access controls, or upload Confidential Information to public repositories or external AI or other services that may disclose it or reuse it for unrelated purposes. This does not prevent secure internal tools used solely for the Permitted Purpose under appropriate confidentiality controls.

- 4.5 You may disclose information as required by law, a court, a regulator, or a binding statutory procurement or public-records obligation. Where lawful, notify PlayCo beforehand, disclose only what is required, and request for confidential treatment. Nothing prevents protected disclosures or reporting concerns to a regulator.
- 4.6 You must notify PlayCo immediately after discovering any loss, misuse or unauthorised disclosure and take reasonable steps to contain it and prevent recurrence.

5. Pricing and purchasing

- 5.1 Unless expressly stated otherwise, portal prices are indicative budgeting information, not a binding offer. They may change before a formal quotation is issued. The price basis, currency, GST treatment and inclusions or exclusions displayed with the relevant price must be read together.
- 5.2 Obtain a written project quotation confirming specifications, quantities, site conditions, freight, installation, surfacing, civil works, approvals, taxes and other applicable costs before committing to a purchase. Do not assume a displayed equipment price is the total installed project cost.
- 5.3 Any quotation, order or supply contract identifies the actual selling entity and applicable sale terms. This agreement does not itself require either party to buy or supply anything, change an accepted order price, or make one group entity liable for another entity's supply obligations.

6. Ownership and other website content

- 6.1 All intellectual property rights in the supplied materials remain with their owners. You receive only the limited permission to use Confidential Information for the Permitted Purpose.
- 6.2 This agreement does not grant a licence to download, distribute, modify or manufacture from CAD files, BIM models or other design assets. Any such assets require separate applicable licence terms and written approval from PlayCo.

7. Access changes and continuing obligations

- 7.1 PlayCo may, in its absolute discretion, decline to provide any information or access, or suspend, restrict or withdraw any information or access, at any time, including if it suspects misuse, or considers it reasonably necessary to investigate suspected misuse, protect security or Confidential Information, or if it is required to comply with any law. PlayCo is not required to investigate first, give prior notice, provide reasons, or allow an opportunity to respond. To the maximum extent permitted by law, no fee, penalty, refund, compensation, damages or other amount is payable by PlayCo to You merely because PlayCo does not supply any information or access, or suspends, restricts or withdraws any information or access.
- 7.2 PlayCo may end access at any time, with or without notice. You may stop using the service at any time, but doing so does not affect obligations that have accrued or are expressed to continue.
- 7.3 On termination or a reasonable written request, stop using and delete or return Confidential Information within 10 business days, and confirm completion if requested. You may retain records reasonably required by law, professional obligations or an existing project or contract, and routine backups not readily accessible. Any retained information remains protected and may be used only for the purpose justifying retention.
- 7.4 Confidentiality and use restrictions continue for five years after each disclosure, including after account closure, unless the information earlier falls within clause 3.3. Ownership rights and accrued rights also survive.

8. Rights and remedies

- 8.1 To the maximum extent permitted by law, Confidential Information and access are provided on an "as is" and "as available" basis. PlayCo does not warrant that any information is complete, accurate, current, suitable or continuously available, and is not obliged to update it. You must make Your own enquiries and obtain a written project quotation before relying on any pricing. Nothing in this agreement excludes, restricts or modifies any right, guarantee or remedy that cannot lawfully be excluded, including under the Australian Consumer Law.
- 8.2 You indemnify each Protected Entity and its officers, employees and agents against all loss, damage, liability, cost and expense (including reasonable legal and forensic investigation costs) reasonably incurred arising out of or in connection with: (a) your breach of this agreement; (b) any act or omission of a person to whom You disclose or provide access to Confidential Information; or (c) investigating, containing or responding to conduct that PlayCo reasonably suspects may constitute a breach of this agreement, except to the extent the loss was caused by the fraud, wilful misconduct or negligence of the indemnified person. This indemnity is a continuing obligation, independent of your other obligations, and survives expiry or termination.
- 8.3 Except for obligations that cannot lawfully be excluded, this agreement does not impose any obligation on PlayCo or any other Protected Entity to disclose information, grant or continue access, enter into a transaction, supply products or services, protect information supplied by You, or act for Your benefit. No Protected Entity owes You a fiduciary duty or duty to negotiate or proceed in good faith merely because pricing access is requested or provided.

- 8.4 Each Protected Entity may seek any available remedy for an actual or threatened breach, including urgent interlocutory or injunctive relief, without limiting any other right or remedy. Recovery under the indemnity is reduced to the extent necessary to avoid double recovery for the same loss.

9. General terms

- 9.1 Material changes to these terms, including additions to the Group Entity Schedule, require fresh acceptance before further pricing access. Changes apply prospectively and do not retrospectively alter obligations for any information already disclosed.
- 9.2 These terms govern restricted pricing access. Your use of the PlayCo website and PlayCo's handling of personal information are also subject to the Privacy Policy published on the PlayCo website. Any separately signed confidentiality agreement continues to apply and prevails to the extent of a conflict concerning the same information. An invalid provision is severed only to the extent necessary; the remainder continues.
- 9.3 These terms are governed by the laws of NSW, Australia. The parties submit to its courts' non-exclusive jurisdiction, without limiting any mandatory rights to bring proceedings elsewhere.
- 9.4 This agreement is the entire agreement concerning restricted pricing access and Confidential Information. It does not limit or override any quotation, order or supply agreement issued or entered into by a Protected Entity, which is governed by its own terms and prevails to the extent of any inconsistency concerning the relevant supply.
- 9.5 A failure or delay by a party to exercise a right or remedy under this agreement does not operate as a waiver of that right or remedy. A waiver is effective only if given in writing and only for the specific instance for which it is given. A single or partial exercise of a right or remedy does not prevent any further exercise of that or any other right or remedy.
- 9.6 You must not assign, novate, transfer, sublicense or otherwise deal with any right, benefit or obligation under this agreement, or permit another person to use your access, without PlayCo's prior written consent. PlayCo may assign, novate or transfer this agreement, in whole or in part, to a related body corporate or to a person acquiring the relevant business or assets, provided that the transferee assumes the obligations of PlayCo under this agreement. This clause does not limit clause 1.2 or permit access credentials to be transferred.
- 9.7 Contact PlayCo about pricing access, security incidents or these terms at hello@playco.com.au

Group Entity Schedule

Legal company name	ACN/ABN	Brands and trading names
4PARK PTY LTD	ABN 56 657 333 296	ForPark
A_SPACE AUSTRALIA PTY LTD	ABN 38 622 747 899	ASpace
RHINO PLAY PTY LTD	ABN 28 101 472 619	RhinoPlay, The Play Collective
PLAYMAKERS PTY LTD	ABN 19 010 572 764	PlayWorks