



TERRA FIRMA

INTERNATIONAL
DISTRIBUTOR
APPOINTMENT TERMS



TERRA FIRMA EQUITY LIMITED

ACN 675 999 747

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Terra Firma Equity Limited (ACN 675 999 747)

Governing Law: Victoria, Australia (unless otherwise agreed in writing)

Effective Date: 26 February 2026

1. APPOINTMENT

1.1 Terra Firma Equity Limited (“Terra Firma”) appoints the Distributor as an authorised distributor of Products within the Territory specified in the written Appointment Schedule.

1.2 The appointment is non-exclusive unless expressly agreed in writing.

1.3 Nothing in this Agreement creates a partnership, joint venture, employment or agency relationship.

1.4 The Distributor has no authority to bind Terra Firma.

2. DEFINITIONS

Distributor means the entity appointed under these Terms.

Territory means the geographic region specified in the Appointment Schedule.

Products means Terra Firma branded protein products supplied for resale.

Specifications means Terra Firma’s written product, packaging, labelling and compliance standards.

Sanctions Laws means all applicable trade sanctions, embargo and export control laws.

3. DISTRIBUTOR OBLIGATIONS

The Distributor must:

3.1 Act in good faith to promote and distribute Products within the Territory.

3.2 Comply with all local import, customs and regulatory requirements.

3.3 Maintain necessary import licences and certifications.

3.4 Maintain appropriate warehousing and cold-chain systems.

3.5 Ensure Products are stored and transported in accordance with Specifications.

3.6 Maintain full product traceability.

3.7 Immediately notify Terra Firma of:

(a) regulatory investigations;

(b) product complaints;

(c) food safety incidents;

(d) recalls.

4. COMPLIANCE WITH EXPORT AND SANCTIONS LAWS

4.1 The Distributor must comply with all Sanctions Laws.

4.2 The Distributor must not:

(a) resell into embargoed territories;

(b) deal with restricted parties;

(c) breach export control restrictions.

4.3 Terra Firma may terminate immediately for breach of this clause.

5. BRAND AND INTELLECTUAL PROPERTY

5.1 Terra Firma retains ownership of all trademarks and branding.

5.2 The Distributor receives a limited, non-transferable licence to use Terra Firma trademarks solely for authorised distribution activities.

5.3 The Distributor must not repackage or alter Products without written consent.

5.4 Marketing materials must be approved in writing.

6. MINIMUM PERFORMANCE (OPTIONAL)

6.1 Terra Firma may establish annual sales targets.

6.2 Failure to meet agreed targets may result in review or termination.

7. PRICING AND PAYMENT

7.1 All purchases are governed by Terra Firma's Export Terms of Supply.

7.2 Terra Firma may revise pricing upon notice.

8. CONFIDENTIALITY

8.1 Commercial terms, pricing and strategic information are confidential.

8.2 This obligation survives termination.

9. AUDIT RIGHTS

9.1 Terra Firma may conduct compliance audits upon reasonable notice.

9.2 The Distributor must provide access to relevant records.

10. TERM

10.1 This appointment commences on the Effective Date.

10.2 The appointment continues until terminated in accordance with clause 11.

11. TERMINATION

Terra Firma may terminate immediately if:

11.1 The Distributor commits a material breach and fails to remedy within 14 days.

11.2 The Distributor becomes insolvent.

11.3 A food safety breach occurs.

11.4 A Sanctions Laws breach occurs.

11.5 Conduct causes reputational damage.

12. POST-TERMINATION

12.1 The Distributor must cease representing itself as an authorised distributor.

12.2 Use of Terra Firma intellectual property must cease immediately.

12.3 Outstanding payments remain due.

13. LIMITATION OF LIABILITY

13.1 Terra Firma's liability is limited in accordance with its Export Terms of Supply.

13.2 Terra Firma is not liable for Consequential Loss.

14. FORCE MAJEURE

14.1 Neither party is liable for delay caused by events beyond reasonable control.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Agreement is governed by the laws of Victoria, Australia.

15.2 Disputes shall be resolved by arbitration in Melbourne under the Commercial Arbitration Act 2011 (Vic), unless otherwise agreed.
