



Chemsave Pty Ltd
ABN: 29 115 737 561

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CHEMSAVE CHEMIST AGREEMENT

September 12, 2011

Between: Chemsave Pty Ltd (ACN 115 737 561) of Suite 307, Level 3, 14 Lexington Drive, Bella Vista. NSW. 2153 (WE/US)

and The Proprietor/s _____, _____ (YOU)

Trading As _____ (YOUR PHARMACY)

Agreement Date: _____

WE Agree:

- (i) To provide all inclusions listed in the current Chemsave Schedule Of Fees And Inclusions, for YOUR chosen Chemsave Membership Level.
- (ii) To keep all information that YOU provide to US confidential and private within Chemsave, and WE agree not to disclose such information to third parties outside of Chemsave, except in the normal course of running Chemsave.
- (iii) That YOU may terminate this agreement at any time and for any reason by providing US with a minimum of 6 weeks' written notice.

YOU Agree:

- (iv) To prominently display both the external and internal signage provided by US for the purpose of promoting YOUR PHARMACY as a Chemsave Chemist, and to use your best efforts to obtain any necessary consents of your landlord and/or local council for the display of the signage.
- (v) That this signage is the property of US and YOU will maintain this signage in good repair and condition at your expense.
- (vi) To stock, offer for sale to the public, and actively promote within YOUR PHARMACY all of the products that are part of any Chemsave promotion that YOU participate in, during each product's promotional period, provided these products are available from your suppliers with whom YOU have an operating account.
- (vii) To sell all products that are part of any Chemsave promotion that YOU participate in, in accordance with all laws and at a price no higher than the promotional price specified by US for the period of each promotion.
- (viii) To actively promote each product that is part of a Chemsave promotion that YOU participate in by offering to the customers of YOUR PHARMACY catalogues supplied by US, and by appropriately and actively displaying all other promotional material provided by US for the promotion, including but not limited to shelf price tickets.
- (ix) YOU also agree to accept any allocated stock that is part of YOUR membership level for sale in YOUR PHARMACY, and furthermore agree not to return this stock for credit from the supplier who provided the stock, unless the stock is unfit for sale.
- (x) That WE may change the Chemsave Schedule Of Fees And Inclusions at any time on 2 weeks' notice.
- (xi) That if YOU change your Chemsave membership level, this change will only take effect from the beginning of the next full quarter, ie: Jan 1, Apr 1, Jul 1, or Oct 1.
- (xii) That WE may from time to time and when appropriate, renew this agreement on the then current terms by giving YOU at least 2 weeks' notice. At the expiration of this Notice Period, the then current terms will automatically apply.
- (xiii) That WE may terminate this agreement upon any breach of this agreement by YOU which is not remedied within 14 days of our written notice advising YOU of such a breach.
- (xiv) That WE may terminate this agreement immediately upon any breach by YOU of an essential term of this agreement. All terms are deemed essential unless otherwise agreed by parties.
- (xv) Upon termination of this agreement, to immediately remove all internal and external signage and all other references to Chemsave within YOUR PHARMACY, and to stop promoting Chemsave within YOUR PHARMACY.
- (xvi) That YOU may make no claim for damages or otherwise against US under this agreement, but if such claim is made, all claims are limited to a total of one year net payment of accounts made to US by YOU within any given year.
- (xvii) To perform all obligations under this agreement to the best of your ability without causing damage to US.
- (xviii) To conform to all standards as outlined in the current Chemsave Standards.
- (xix) That if WE allow you to use Chemsave as part of your registered business name, you grant us power of attorney to perform all legal functions required to remove Chemsave from your registered business name upon termination of this agreement. The subsequent business name will be decided after consultation with YOU.
- (xx) That YOU provide us with permission to obtain data in relation to stock purchases for your store, including but not limited to obtaining stock purchase data from our preferred wholesaler API, and that we will only use this data as outlined in paragraph (ii) of this agreement.
- (xxi) To pay US all applicable fees and charges as outlined in the current Chemsave Schedule Of Fees And Inclusions, which may be invoiced up to one month in advance.
- (xxii) To pay in full all invoices issued to YOU by US under this agreement, by every month end following the month of issue.

- (xxiii) That if either party makes a taxable supply in connection with the agreement to the other party, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as for the taxable supply, the amount of any GST payable in respect of the taxable supply.
- (xxiv) That upon termination of membership, all invoices will be payable in full, regardless of the actual end date of membership.

Signed:

Authorised Representative Of Chemsave Pty Ltd Date Full Name Position

Authorised Representative Of YOUR PHARMACY Date Full Name Position