

Veterinary Growth Partners Usage Agreement

By execution of this Agreement, the payment of an annual subscription fee, and approval of all paperwork by Veterinary Growth Partners (VGP), Subscriber becomes a participant in VGP's program for the purchase of veterinary pharmaceuticals, laboratory services, and other products and services for use in the operation of a veterinary practice or veterinary clinic (collectively, the "Program"). VGP has negotiated pricing arrangements with various manufacturers, wholesalers and service providers ("Providers"), allowing subscribers to obtain the benefit of participation in the Program.

TERMS OF SUBSCRIPTION

1. An annual non-refundable subscription fee shall be paid, allowing participation in the Program for one year from the date of subscription. Failure to pay the renewal fee will automatically terminate Subscriber from participation in Program. Current subscription fee is \$300 + GST.
2. All new members shall receive a ninety (90) day trial period. At the end of the ninety (90) day trial period an annual non-refundable subscription fee shall be paid allowing participation in the Program for one year from the signing of this document. The annual subscription fee will be deducted from the Subscribers first rebate payment.
3. If Subscriber wishes to opt out of the ninety (90) day trial membership written notification must be submitted and received by VGP prior to the end of the ninety (90) day trial period to stop payment.
4. During the ninety (90) day trial period Subscriber agrees to come under VGP's arranged Provider agreements excluding VGP's wholesaler partner.
5. Once recurring payments begin, the Subscriber must provide written notification to VGP to opt out of the Program and discontinue automatic renewal payments.
6. Information, data, marketing plans, materials, pricing structures and other program details supplied by VGP and its industry partners are strictly confidential. VGP members allow VGP to access their purchase data from VGP partners. This information is supplied on the understanding it will be held confidential and not disclosed to third parties without prior written consent of VGP.
7. Subscriber information and data is treated with strict confidentiality by VGP. VGP is provided with the Subscriber's purchase data in order to manage rebates payable to the Subscriber.
8. Failure to renew the subscription shall not invalidate the enforceability of the Confidentiality Clause or other agreements signed in conjunction with membership, which shall continue in full force and effect.
9. Subscriber's minimum participation requirement is to allow VGP's core partners to undertake a business analysis and proposal. Core partner list can be attained by emailing contact@vgpvet.com.au.
10. Subscriber will come under VGP's partner arrangements where applicable in order for rebates to be forwarded at the appropriate times.
11. Provet is the preferred wholesale partner of VGP. To gain access to the VGP Provet commercial terms, you must commit to purchase at least 90% of your wholesale supply requirements through Provet.
12. VGP will provide Subscriber with the identity and pricing of goods and services available through the Program.
13. Subscriber will place orders directly with Provider and will pay Provider directly under terms and conditions agreed upon with Provider. Any billing disputes about goods or services obtained under the Program shall be resolved between Provider and Subscriber. VGP makes no warranty and is not a legally responsible party with respect to any disputes regarding the quality of goods and services obtained from Providers.
14. Subscriber will promptly be notified of changes in the identity of Providers and changes in

pricing. VGP will exert all reasonable efforts to maintain a wide range of Providers, but Subscriber acknowledges that the identity of Providers and pricing is subject to change.

15. Venue for any legal proceedings with respect to this Agreement shall be held in Sydney, New South Wales.