



OBAY APPLICATION FORM

I/We hereby apply to participate as a Referrer of the Obay website and submit the following information for this purpose:

Practice Name:

ABN **Cenvet Acc #** *(if applicable)*

Website details as you want them to appear on the Obay website:

Practice Name:

| | | |
|-----------------|-----------------|------------------|
| Address: | State: | Postcode: |
| <hr/> | <hr/> | <hr/> |
| | Phone: | Fax: |
| <hr/> | <hr/> | <hr/> |
| Email: | Website: | |
| <hr/> | <hr/> | |

Please appoint your Clinic Administrator?

Please visit www.obay.com.au and register for an account using the administrator email address below. This allows your chosen administrator to access your account, obay sales reports and the ability to track your progress online.

Administrator's Name:

Administrator's Email Address:

For security reasons, email address must be different to above

I have registered the above email online at obay.com.au and created an account.

If you have more than one clinic, you can have a “unique vet code” for each clinic, however, please note that an application form must be completed for each clinic and you will be charged a set-up fee as outlined in the Referral Agreement for each “unique vet code” you receive.

Mark-up categories are a guide; you can fill out the OTHER row if you prefer to choose your own mark-up strategy.

| Category | Default % | Other % |
|-------------------|-----------|---------|
| Accessories | 25 | |
| Antinol® | * | FIXED |
| Bedding & Housing | 25 | |
| Collars & Leads | 25 | |

| Category | Default % | Other % |
|---------------------|-----------|---------|
| Equine | 10 | |
| Flea & Tick Control | 15 | |
| Other | 25 | |
| Special Offers | 5 | |

* Commission on Antinol 90's = \$27.77. Commission on Antinol 180's \$52.63. Antinol pricing includes GST and is subject to change without notice.



OBAY APPLICATION FORM

OBAY REFERRER CREATED TAX INVOICE

Agreed on Date:

Practice Name:

FOR THE REFERRER TO COMPLETE

Signed for and on behalf of the Referrer:

Business Name:

Street Address:

Suburb:

State:

Postcode:

Authorised Signatory

(print name):

Signature:

Date:

Conditions of the Agreement

1. Full Potential Pty Limited will issue Referrer Created Tax Invoices (RCTIs) for commission on goods purchased.
2. The Referrer must not issue any Tax Invoices in respect of the commission on goods purchased.
3. The Referrer was registered for GST purposes at the time of signing this Agreement.
4. The Referrer must notify Full Potential Pty Limited immediately upon ceasing to be registered for GST or becomes aware that registration may be cancelled.
5. Full Potential Pty Limited must notify the Referrer immediately should it cease to be registered for GST purposes or becomes aware that its registration may be cancelled.

REFERRER BANK DETAILS FOR DIRECT DEPOSIT - (PLEASE PRINT CLEARLY)

Bank:

Account Name:

BSB Number:

Account Number:

**Account Holder's
Signature:**

Date:



OBAY APPLICATION FORM

REFERRAL AGREEMENT TERMS AND CONDITIONS

BACKGROUND

- A. Full Potential Pty Limited (ACN 125 436 535) (hereinafter referred to as “Obay”) offers for sale, sells and supplies the Products via the internet website, www.obay.com.au (“the Website”).
- B. The Referrer (or “you”) operates a veterinary practice and may, from time to time, refer the Consumers to the Website.
- C. Subject to the terms and conditions of this Agreement, Obay will pay a fee to the Referrer based on the sale of Products to the Consumers through the Website.

1. DEFINITIONS

In these Terms and Conditions the following terms shall have the following meaning unless stated otherwise:

“Code” means the unique identification code provided to you (the Referrer) by Obay, which is made up of a combination of 4 numerals and 4 letters.

“Commencement Date” means the date of the Agreement between you and Obay.

“Commission” means the amount set out in Item 3 of the Schedule to these Terms and Conditions.

“Consumer” means your clients that are referred to the Website by you and who use the Code when purchasing Products from the Website.

“Intellectual Property” means

- a. inventions, discoveries and novel designs, whether or not registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques;
- b. copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist;
- c. trade and service marks (whether registered or unregistered), business names, company names and domain names; and
- d. proprietary rights under the Circuit Layouts Act 1989 (Cth), “Intellectual Property Rights” means such rights as may subsist in the Intellectual Property.

“Monthly Maintenance Fee” means the fee set out in Item 2 of the Schedule to these Terms and Conditions.

“Product” or “Products” means the goods that are offered for sale on the Website.

“Set Up Fee” means the fee set out in Item 1 of the Schedule to these Terms and Conditions.

2. TERM

- 2.1 The term of the Agreement between you and Obay shall be three years commencing on the Commencement Date and ending three years thereafter.
- 2.2 The Agreement will automatically renew for subsequent one year periods, unless 30 days prior written notice is given by one party to the other that it does not want the Agreement to renew.

3. YOUR OBLIGATIONS

3.1. You agree that you shall:

- a. pay the Set Up Fee to Obay on the Commencement Date;
- b. pay the Monthly Maintenance Fee to Obay on the Commencement Date and on the first day of each calendar month during the term of this Agreement;
- c. give the Code to each of the Consumers;
- d. disclose to each of the Consumers the fact that you may receive a payment from Obay as a result of purchases that the Consumers may make from the Website;

3.2. You must not:

- a. hold yourself out, engage in any conduct or make any representation which may suggest to any person that you are the agent or partner of Obay;
- b. represent or warrant to the Consumers that the Products are of any standard or quality or fit for any particular purpose;
- c. engage in any conduct which is false, misleading or deceptive concerning Obay, the Products or otherwise;
- d. disclose the terms of, or the existence of, this Agreement or Terms and Conditions to any party, other than to comply with clause
- e. above, without the prior written consent of Obay.

4. OBAY'S OBLIGATIONS

4.1. Obay hereby agrees that it shall:

- a. give the Code to the Referrer on the Commencement Date.
- b. pay the Commission to the Referrer in accordance with Item 3 of the Schedule to this Agreement.
- c. provide the marketing material to the Referrer as set out in Item 4 of the Schedule to this Agreement; within 21 business days of the Commencement Date. The Referrer may purchase additional marketing material from Obay as set out in Item 5 of the Schedule to this Agreement.
- d. Maintain and administer the Website.

5. ACKNOWLEDGEMENT

5.1. You hereby acknowledge and agree that:

- a. all Intellectual Property Rights in and to the Website are owned by Obay or its related body corporates or related entities (as those terms are defined in the Corporations Act 2001) and nothing in this Agreement assigns or transfers any of the Intellectual Property Rights in the Website to you;
- b. details provided by the Consumer via the Website is and remains the property of Obay even after the termination of this Agreement, and you will not request any information about any Consumers to be provided to you by Obay;
- c. Obay shall not pay and shall be under no obligation to pay the Commission to you if any fees that are owing to Obay by you are outstanding. Obay shall only recommence paying you Commission if you pay all outstanding fees owing to Obay;
- d. Obay shall not pay and shall be under no obligation to pay the Commission to you after the term of this Agreement even if a Consumer enters the Code when purchasing Products from the Website after the term of this Agreement.

5.2. Obay hereby acknowledges and agrees that it shall not sell or otherwise provide the personal details of any of your Consumers received by Obay via the Website to any veterinary practices without your prior written approval.



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6. LIMITATION OF LIABILITY

- 6.1. Obay is not liable for any loss, damage or injury occasioned to you, arising out of this Agreement, or arising out of Obay's failure to comply with this Agreement or to provide Consumers with any particular Product or Products requested or ordered by the Consumer through the Website.
- 6.2. If for any reason, Obay cannot provide the Consumer with the Products or if the Product purchased is refunded for any reason whatsoever, you will not be entitled to receive the Commission for that Product and Obay will not be liable for any loss caused to you as a result. If the Commission has already been paid to you, you must return the Commission to Obay within 21 days or the Commission will become a debt that is due and payable by you to Obay.

7. TERMINATION

- 7.1. Obay may terminate this Agreement by notice of no less than 30 days in writing to you at any time without cause.
- 7.2. Either party may terminate this Agreement upon the happening of any of the following events:
- If an insolvency event occurs in respect of Obay, you or your veterinary practice:
 - either of the parties ceases to (or is unable to pay its creditors (or any class of them) in the ordinary course of business, or announces its intention to do so;
 - a receiver, receiver and manager, administrator, liquidator or similar officer is appointed to either of the parties or any of its assets;
 - either of the parties enters into, or resolves to enter into, a scheme or arrangement, compromise or composition with any class of creditors;
 - a resolution is passed or an application to a court is taken for the winding up, dissolution, official management or administration of either of the parties;
 - anything having a substantially similar effect to any of the events specified above happens under the law applicable to this Agreement.
 - If either party fails to comply with or observe any of the provisions of this Agreement and where that failure is capable of remedy the other party fails to remedy such a failure within 30 days (or other length of time agreed in writing between the parties) of notice specifying the failure and requiring it to be remedied.

8. CONSEQUENCES OF TERMINATION

- 8.1. In the event of termination for any reason:
- Obay will pay all Commissions owing to you as at the date of termination, provided there are no outstanding fees owing by you to Obay. Obay will not be required to pay any further Commissions to you after the date of termination.
 - You will pay to Obay in accordance with the terms of any invoice issued, any amounts due and owing to Obay pursuant to this Agreement, including the Monthly Maintenance Fee during which termination occurs and the Monthly Maintenance Fee for the month during which termination occurs; and
 - Your details will be removed from the Code and shall no longer apply to the Code.

9. GST

- 9.1. GST means a goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999.
- 9.2. The fees referred to in this Agreement are excluding GST and are payable following the receipt by the Referrer of a valid tax invoice, as defined in A New Tax System (Goods and Services Tax) Act 1999.

10. GENERAL

- 10.1. Nothing in these Terms and Conditions constitutes you as being an agent or partner of Obay for any purpose and you agree that you will not represent, state or imply to any person that you are an agent or partner of Obay.
- 10.2. These Terms and Conditions are to be read and construed according to the laws of the State of New South Wales and the parties submit to the jurisdiction of that State and the Commonwealth of Australia.
- 10.3. Obay reserves the right to vary these Terms and Conditions from time to time.
- 10.4. If any provision of these Terms and Conditions are held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

11. ASSIGNMENT

We may transfer or assign all of our rights and obligations under these terms and conditions to any other person or entity. In the event of us doing so, you agree that we are relieved of all of our obligations to you under our agreement with you and these terms and conditions and you unconditionally and irrevocably release and discharge us from all of our obligations to you, including, without limitation, to redeem Choices Points.

12. NOTICES

- 12.1. All notices must be in writing and must not be delivered by electronic communication other than as set out below, but can be given by any one of the following means:
- by delivering it to the address of the party on a business day during normal business hours;
 - by sending it to the address of the party by registered post;
 - by sending it to the email address of the party; or
 - by sending it by facsimile transmission to the facsimile of the party.
- 12.2. A notice is deemed to be given and received, if given in accordance with cl 11.1.:
- on the next business day after the day of delivery;
 - 5 clear business days after the day of posting;
 - on the next business day after the day of delivery;
 - on receipt of a successful transmission report.

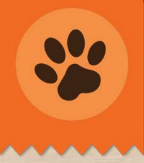
- 12.3. The address, email and facsimile numbers referred to in cl 11.1. (in the absence of notice to the contrary) are set out below:

Obay:

Postal Address: Locked Bag 4365, Blacktown BC NSW, 2148

Facsimile: (02) 9679 5767

Email address: info@obay.com.au



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SCHEDULE 1

Item 1

Set Up Fee:

A fee of \$2,500.00 excl GST per practice applied for will be charged to your nominated Cenvet Account.

Item 2

Monthly Maintenance Fee:

A monthly maintenance fee may be charged.

Please note; Obay Referrers spending a minimum of 80% of their monthly drug purchases with Cenvet Australia each month during the term of the Obay Referral Agreement will have their monthly fees paid for in full by Cenvet Australia Pty Limited.

This is the fee for the first year of the Agreement. The Monthly Maintenance Fee is subject to change in subsequent years of the Agreement, but you will be given at least 30 days notice of any changes in the Monthly Maintenance Fee.

Item 3

Commission:

The Commission on each Product is calculated as follows:

Commission = (Wholesale Price x (100% + Mark-Up Percentage)) – Wholesale Price

Where:

- Wholesale Price = The price that Full Potential Pty Ltd charges the Referrer for the Product. The current Wholesale Price for each of the Products is available upon request. The Wholesale Price is subject to change.
- Mark-Up Percentage = The percentage selected by the Referrer.
- Your commission payment includes gst.

The Referrer may change the Mark-Up Percentage it selects by making a request in writing to the Referrer. The Mark-Up Percentage will change from the month following that in which the request was made.

Categories of products for which the Referrer will select a Mark-Up Percentage are listed below.

As at the date of this Agreement, the Mark-Up Percentages are as follows:

| Category | Default % | Other % |
|-------------------|-----------|---------|
| Accessories | 25 | |
| Antinol® | * | FIXED |
| Bedding & Housing | 25 | |
| Collars & Leads | 25 | |

| Category | Default % | Other % |
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| Equine | 10 | |
| Flea & Tick Control | 15 | |
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Item 4

Marketing Materials to be provided to the Referrer include:

- 1,000 Business Cards with the Referrer's Code printed on the Business Card.

Item 5

Marketing Material that may be purchased by the Referrer includes:

- Additional Business Cards may be purchased at the option of the Referrer per 1,000, with payment to be made at the time of order of the business cards. The fees for additional marketing materials are subject to change.

SALES REPRESENTATIVE / OFFICE USE ONLY:

Set Up Date:

Set up fee Invoiced to client – Date:

Promotional Set up – Type: Antinol Signing Bonus Other:

Processed By: